

6/30/90

AGREEMENT

between

Plymouth-Canton Community Schools

and

The International Union Of Operating Engineers

Local 547, AFL-CIO

1988 - 1990

Plymouth-Canton Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

between

THE PLYMOUTH-CANTON COMMUNITY SCHOOLS, hereinafter referred to as the "Plymouth-Canton Board of Education"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 547, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, DEDUCTION OF DUES AND UNION SECURITY

SECTION 1. UNION RECOGNITION

A. The Plymouth-Canton Board of Education hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.

B. The term "employees" as used herein, shall include licensed technicians.

SECTION 2. UNION SECURITY

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

(1) Become members of the Union on or before the sixty-first (61st) calendar day following the effective date of this Agreement, or on or before the sixty-first (61st) calendar day following the beginning of their employment with the Board, or

(2) Execute an authorization for the deduction of a sum equivalent to the dues of the Union on or before the sixty-first (61st) day following the effective date of this

Agreement, or on or before the sixty-first (61st) calendar day following the beginning of their employment with the Board.

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

C. In the event that the Union refuses to accept any employee of the Board as a member, said employee may continue employment for the school district.

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

ARTICLE III

CHECK-OFF

SECTION 1.

The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deduction not in accordance with this provision.

SECTION 2.

A properly executed authorization form for check-off of dues or the equivalent thereof must be received by the Board from the employee for who the Union membership dues or the equivalent thereof is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.

SECTION 3.

Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted once a month thereafter throughout the term of this Agreement.

SECTION 4.

Such dues as deducted shall be forwarded to the Union forthwith.

SECTION 5.

An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit.

SECTION 6.

The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

SECTION 7.

Any dispute arising as to an employee's membership in the Union shall be reviewed by a designated representative of the Board and a representative of the Union and if not resolved, may be referred to the Grievance Procedure, however, the employee may be retained at work while the dispute is being resolved.

SECTION 8.

The Union will furnish the Board or its designated representative with the names of all employees paying dues directly to the Union and it will update any changes on a monthly basis.

ARTICLE IV

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Plymouth-Canton Community Schools and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

A. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the employee working hours;

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

C. To determine the hours of work and the duties, responsibilities and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

ARTICLE V

JURISDICTION

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, when regular employees are not readily available. This clause shall not apply to special projects where employees perform work on a voluntary basis.

No provision of this Agreement shall be construed to restrict the Board from the use of federally funded youth employment programs, cooperative education programs or man hours worked without pay in lieu of incarceration, provided said use does not result in the elimination of any employees covered by this Agreement. The above said person will not be used outside of regularly scheduled hours to avoid paying overtime to employees covered by this Agreement.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include, but not be limited to:

- A. Refusal or failure to accept or perform work assigned, in accordance with the provisions of this Agreement.
- B. Refusal or continued failure to perform work properly and efficiently.
- C. Intoxication or use of illegal drugs on the job or drinking intoxicants while on duty.

- D. Excessive tardiness or absenteeism.
- E. Insubordination, or improper or immoral language or conduct.
- F. Interference with the performance of assigned work of another employee of the Employer.

Any cause for discipline or discharge known to the Employer and on which action or notification has not been initiated by the Employer within fifteen (15) days shall be void.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a written complaint by an employee in the bargaining unit submitted as a grievance concerning:

- A. An alleged violation of this Agreement.
- B. Any alleged violation of Board of Education policies related to working conditions not specifically covered by this Agreement.

SECTION 2.

- A. Working day shall be Monday through Friday, excluding holidays.
- B. Time limits may be extended by mutual agreement.
- C. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
- D. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
- E. No grievance shall be processed based on the occurrence of a condition prior to the execution of this Agreement.

SECTION 3.

Informal Conference

The employee shall within five (5) working days of the alleged occurrence discuss his problem with his immediate administrative supervisor.

Any employee not satisfied with a personal conference with his immediate administrative supervisor may take his problem to the steward for consultation. The steward may visit that supervisor in a further effort to resolve the grievance, which visit shall occur within five (5) working days after the event giving rise to the problem. That supervisor shall give his decision within three (3) working days.

SECTION 4.

All grievances must be handled by the following procedure:

Step 1. If the problem is not resolved in the informal conference, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the steward within five (5) working days following the decision in Section 3 of this procedure. The written grievance may be presented to and discussed with the supervisor by no more than two (2) Union representatives accompanied by the employee at the discretion of the Union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his decision in writing, together with the supporting reasons, to the Union.

Step 2. Within five (5) working days after delivery of the supervisor's decision, the grievance may be appealed to the Assistant Superintendent for Employee Relations or his designated representative by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Assistant Superintendent for Employee Relations or his designee shall investigate the grievance and shall communicate his decision in writing together with the supporting reasons to the Union and to the supervisor.

Step 3. Within five (5) working days after delivery of the Assistant Superintendent for Employee Relations' decision, the grievance may be appealed to the Superintendent by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within ten (10) working days after delivery of the appeal, the Superintendent shall communicate his decision in writing together

with the supporting reasons to the Union, the Assistant Superintendent for Employee Relations and the supervisor. As part of his investigation, the Superintendent may give an opportunity to be heard to the aggrieved employee and also to the Union.

Step 4. Within five (5) working days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by copies of previous decisions. Within fifteen (15) working days after delivery of the appeal, the Board shall give the Union opportunity to be heard. The Board shall render its decision in writing, together with the supporting reasons within twenty (20) working days after the delivery of the appeal.

Step 5. Arbitration - Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

A. Arbitration shall be invoked within ten (10) working days of the decision in Step 4 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules except where expressly provided otherwise in this Agreement.

(1) The arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

(2) Each party shall be responsible for the expenses of the witnesses that they may call.

(3) The arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, or any matter not involving an alleged violation of a rule or policy of the Board.

(4) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(5) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the employees and the Union.

(6) The expenses of the arbitrator shall be borne by the non-prevailing party.

ARTICLE VIII

NON-DISCRIMINATION

The Plymouth-Canton Board of Education will not interfere with or discriminate in any respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as described in this Agreement on behalf of the Union, nor will the Plymouth-Canton Board of Education encourage membership in another Union.

The Employer and the Union recognize their responsibilities under federal, state and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons according to law. The parties will work together to assure equal employment opportunities to all.

ARTICLE IX

SENIORITY

SECTION 1.

Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment in the bargaining unit with the Plymouth-Canton Board of Education. All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of sixty (60) working days of employment, which shall include at least thirty (30) days while school is in session. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this Agreement or constituting a grievance.

SECTION 2.

Seniority shall be broken for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged.

C. If the employee is absent without properly notifying the management, unless a satisfactory reason is given.

D. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.

E. If the employee is laid off for a continuous period equal to seniority he had acquired at the time of such layoff period.

F. If the employee retires.

SECTION 3.

Employees are expected to give advance notice of termination. Employees failing to give five (5) days notice without reasonable cause for failing to give such notice shall forfeit one-fifth (1/5th) of all pro-rated benefits due for each day less than the above five (5) working days.

SECTION 4.

Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a lower classification provided the senior employee is qualified to hold the position held by the employee.

SECTION 5.

A. The Employer may make temporary transfers of employees to other locations in order to meet the requirements of the operation of the department. The Employer shall give full consideration to seniority.

B. Temporary transfers shall be for a period of no longer than thirty (30) working days, extensions may be given by mutual agreement between the Employer and the Union.

C. A position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position to be posted.

SECTION 6.

An agreed to Seniority List shall be made available to the Union and to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire with the district, date of entry into bargaining unit, date of entry

into classification and employee's location. Seniority in classification shall be as of date of entry into the classification.

ARTICLE X

HOLIDAYS

SECTION 1.

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

New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	Two Personal Holidays
Thanksgiving Day	

SECTION 2.

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

SECTION 3.

If an employee is on vacation on any of the above named holidays, the Employer shall give an additional day off with pay for the holiday or eight (8) hours pay for the holiday.

SECTION 4.

Employees off sick on the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, except when they work on the holiday.

SECTION 5.

Application for use of personal holidays or snow days must be submitted and approved five (5) working days in advance of the day requested. Personal holidays cannot be taken in conjunction with vacation days or regularly scheduled holidays unless by specific arrangement with and approval from the Department of Maintenance and Custodial Operations.

SECTION 6.

Holiday Eligibility - During the first month of employment, employees shall not be eligible for any paid holidays. During the second month of employment, employees shall be eligible for

one paid holiday. Upon completion of the second month of employment, employees shall be eligible for all paid holidays.

ARTICLE XI

VACATION AND BONUS VACATION

SECTION 1.

Vacation for employees covered by this Agreement shall be computed as follows:

Less than two years on June 30 - One day per month to maximum of ten (10) days

More than two years but less than five years on June 30-twelve (12) days

More than five years but less than ten years on June 30-fifteen (15) days

More than ten years but less than fifteen years on June 30-seventeen (17) days

More than fifteen years on June 30 - twenty (20) days

SECTION 2.

A. Vacations will, insofar as possible, be granted at times most desired by employees according to their seniority as follows: The Employer will designate how many people in each classification shall be allowed off during one given period. Vacation request shall be submitted during the last two weeks of February. The annual vacation schedule shall be posted prior to March 31st. Choice of vacation shall be honored on a basis of seniority within a classification unless otherwise agreed to by the Union. Unposted vacation time may be taken on the days preceding or following a paid holiday unless otherwise agreed to between the Board and the Union.

B. Vacations may be taken in a period of consecutive days or split into one or more weeks.

C. Vacation earned in one fiscal year must be taken prior to the end of the following fiscal year. If a vacation is deferred at the request of the Board, the employee shall have the option of rescheduling the vacation or receiving payment in lieu of vacation time off.

SECTION 3.

An employee who is separated from employment is entitled to a lump sum payment for the unused vacation standing to his credit on the date of separation.

SECTION 4.

Employees having twenty-three (23) days of accumulative sick leave on December 31st, may earn additional vacation days annually according to the following schedule:

<u>DAYS ABSENT DURING FISCAL YEAR</u>	<u>NUMBER OF DAYS BONUS VACATION</u>
0	5
1	5
2	4
3	3
4	2
5	1

SECTION 5.

Inasmuch as the number of days absent during the fiscal year for any reason affects bonus vacation, the number of days off for worker's compensation or a death in the family (Article XII, Section 4) upon request of the employees affected, will be reviewed by the Union Steward and the Director of Maintenance and Custodial Operations. A reasonable number of days to be granted will be deducted from accumulated sick leave, but will not be charged against days absent in the fiscal year for determining bonus vacation days. Sick days and personal business days will be charged against bonus vacation days.

ARTICLE XII

SICK LEAVE

SECTION 1.

Each employee covered by this Agreement will be entitled to sick leave of one (1) work day with pay for each month of service, beginning with the first completed full calendar month and cumulative to 200 work days. Days earned beyond 200 will be held in a catastrophe bank. Sick days will be studied for the purpose of payment upon retirement.

SECTION 2.

Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. (Medical proof of illness may be required.) Sick leave shall also be granted when, through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others. To receive sick pay for medical, dental or optical examination or treatment, three (3) days notice of the appointment must be given, except in cases of emergency.

SECTION 3.

A. Absence of less than seven (7) days resulting from a minor personal injury out of and in the course of employment with the Plymouth-Canton Community Schools shall not be deducted from accumulated allowable days of absence provided the employee files at the Central Administration Office, prior to returning to regular employment, a statement from his doctor stating the number of days he will be unable to work.

B. Absence caused by a major personal injury arising out of and in the course of employment with the Plymouth-Canton Community Schools which entitles the injured employee to compensation under the provisions of the Worker's Compensation Act, shall not be charged against allowable sick leave until the eighth (8th) day, allowable days of absence shall be charged only for that portion in excess of the compensation payment until employee's sick leave bank is exhausted.

SECTION 4.

All employees covered by this Agreement may take up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren and any other relative or non-relative living and making their home in the household of the employee. Additional time off will be granted for necessary time to travel to distant states for funeral services providing said time is arranged for with the Department of Maintenance and Custodial Operations at least forty-eight (48) hours prior to the time taken. (One day off for brother-in-law, sister-in-law and spouses grandparents.)

SECTION 5.

Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

SECTION 6.

All new employees after successfully completing the probationary period and upon working their first day as a permanent employee shall have placed in their sick leave bank one (1) sick leave day for each month between that month and June of that fiscal year. All permanent employees, at the beginning of the fiscal year after working one (1) day, will have placed in their sick leave bank twelve (12) sick leave days. Time taken off during the probationary period will be deducted from the employee's pay.

SECTION 7.

Personal Business Days

A. The following statements will act as guidelines for the local administrator in giving approval to the applicant for personal business days.

B. A personal business day can be granted, but is not mandatory when there is:

- (1) A religious holiday not identified in the Agreement.
- (2) An appointment at a Federal, State or Local Government office after normal channels have been exhausted.
- (3) An involvement in a court of law.
- (4) A convocation of honors assembly involving a member of the immediate family.
- (5) An appointment to arrange a final settlement or financing the purchase of a home.
- (6) A need for being involved in moving from one home to another.
- (7) A need to leave early to attend a conference or convention to which he/she is a delegate.
- (8) An involvement in a wedding of a member of the immediate family.
- (9) A desire to attend a funeral when it is not covered under the sick leave policy.
- (10) A desire to be with a person who is ill and which is not covered under the sick leave policy.

The above is not an exhaustive list and items may be added during the school year by the consent of both parties.

C. When there is a request for personal business day or days as indicated in Article XII (7B), the administrator may grant any portion of the time under personal business which shall be charged against sick leave with the remaining portion being assumed by the applicant with loss of pay.

D. Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.

E. The administrator may, in unusual circumstances, grant personal business time to a person when the applicant's request is not specifically covered by the listing. The administrator, using his best judgement will take into consideration such items as length of service, attendance, involvement in school activities and other factors which are pertinent to the case.

F. Personal business days shall be requested at least one week in advance, except in cases of emergency. Approval must be received before the employee takes the time off.

G. Requests shall be made through the Department of Maintenance and Custodial Operations.

ARTICLE XIII

LEAVE OF ABSENCE

SECTION 1.

"Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserve Components" are defined to include federally recognized National Guard, Air Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

SECTION 2.

A. Any employee of the Plymouth-Canton Board of Education covered by this Agreement who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time, vacation or sick or seniority time, during which he is engaged in the performance of official duty or training in the State of

Michigan or in the United States under competent orders. While on such leave he shall be paid an amount which when combined with his military pay would equal his regular salary, not to exceed a total of ten (10) working days in any one calendar year.

B. To receive payment of salary, an employee must, prior to his leave, file with the Personnel Department, a copy of official orders and upon return, a certification from his commanding officer of performance of duty and a statement of service earnings.

C. The reinstatement rights of an employee who enters the military service of the United States by reason of an Act or law enacted by 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 3.

One employee will be granted leave of absence with pay to serve as a delegate to a Union convention. The Union will receive approval for state and/or local conventions no more than a total of two (2) working days per year. Five (5) days will be granted for an International Union Convention.

SECTION 4.

Seniority shall accumulate during all leaves of absence. At the end of a leave of absence the employee will return to the former job and at his former rate of pay including any changes. Employees will be required to pay the premium on his life insurance during any leaves. Employees have the option to pay hospitalization premiums or to terminate coverage during any leaves.

SECTION 5.

Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of his office or any extension thereof.

SECTION 6.

A seniority employee who, because of illness or accident which is non-compensable under the Michigan Worker's Compensation Law, if physically unable to report to work, shall be given a leave of absence without pay of benefits or loss of seniority for the duration of such disability, but not to exceed the length of his seniority or two years, whichever is the least. Applications for leave must be submitted one (1) week prior to the exhaustion

of the employee's sick bank. Return to work shall be conditional upon a medical or osteopathic doctor's written notice that the employee is capable of performing his regular work assignment.

SECTION 7.

Leave of absence without pay or benefits or loss of seniority shall be granted seniority employees for reasonable periods not to exceed the length of seniority or one (1) year of time, whichever is the least, for physical or mental illness in the immediate family which includes husband, wife, children or parents living in the same house, provided the employee properly notifies the Board of the necessity and provided further, that he supplies the Board with a certificate as often as requested from the medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when requested by the Board.

SECTION 8.

Leaves of absence without pay or benefits or loss of seniority may be granted seniority employees after one (1) year of employment, for reasonable periods not to exceed one (1) year of time for training related to the employee's regular duties in an Employer approved educational institution.

SECTION 9.

A seniority employee shall be granted a pregnancy leave of absence without loss of seniority which shall not exceed twelve (12) months and provided, the employee shall immediately notify the Board of the pregnancy. The Board then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician, on a form provided by the Board, will not allow the employee to continue her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy with all job and recall rights.

SECTION 10.

All requests for leaves of absence shall be in writing stating the reasons for request, giving approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

ARTICLE XIV

JURY DUTY - SUBPOENA AS WITNESS

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while serving as a juror. This provision to apply in the event the Employer was unable to obtain a waiver.

ARTICLE XV

HOURS OF WORK

The regular work week for the employees covered by this Agreement shall consist of forty (40) hours, five (5) consecutive days (Monday through Friday) of eight (8) hours each. The eight (8) hour day for all personnel will include a lunch period at a time convenient to the Employer.

SECTION 1.

In the event a change in the present scheduled work week or work day is necessary due to operational need, the parties shall meet prior to a change being made to determine the procedure and conditions under which the change will occur.

SECTION 2.

A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period which begins with the start of the employee's regular or normally scheduled shift, all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.

B. Double time will be paid for all overtime hours worked on Sunday.

C. Shift preference will be based on seniority among those persons who normally perform such work, with the senior employee have first choice, except in emergency situations.

SECTION 3.

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at his appropriate rate for a minimum of two (2) hours.

Time worked under this clause is not to be construed with hours worked prior to or after the termination of the shift when such hours are continuous. No employee shall be compensated for any time worked by being granted time off in place thereof.

Employees who are subject to standby over week-ends and holidays shall receive four (4) hours pay in addition to any other compensation received during the week, except that an employee on standby over three (3) consecutive days shall receive six (6) hours pay in addition to any other compensation received during the week.

SECTION 4.

Work Clothing

A. Each employee will receive \$190 annual allowance for replacement and maintaining of required work clothes.

B. Payment of the annual clothing maintenance allowance for the prior fiscal year shall be made on or before July 15th and shall be prorated on hiring or termination.

C. Part-time employees shall receive a prorated amount of this benefit. Regular employees who are placed on Workmen's Compensation for a period of time in excess of thirty (30) calendar days shall receive a prorated amount of this benefit.

D. It is hereby understood and agreed that each Licensed Technicians shall be supplied with the required clothing for work in foul weather or other special work assignments. Each employee will be furnished one pair of safety/work shoes each year of agreement, as approved by the Director of Maintenance and Operations.

SECTION 5.

Retirement Allowance

In appreciation for services to the School District, a retirement payment of \$100 per year of continuous service (as defined in Article IX), up to thirty (30) years shall be paid upon retirement provided the Maintenance-Custodial employee shall have been employed in the School District for at least ten (10) years, is eligible, and has made application for Michigan Employee Retirement Fund benefits.

SECTION 6.

Longevity

Continued service in this unit with the School District will be acknowledged by the payment of the following lump sum longevity bonus as an adjustment to hourly wage on the employee's anniversary date:

5 to 9 years	- \$165	15 to 19 years	- \$365
10 to 14 years	- \$265	20 years and up	- \$465

SECTION 7.

In recognition of the skills and training necessary to become Licensed Technicians, the board will provide up to thirty dollars (\$30.00) towards the annual license fees for each Technician.

ARTICLE XVI

DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to seniority and among those employees who regularly perform such work.

ARTICLE XVII

HEALTH AND WELFARE

SECTION 1.

The Plymouth-Canton Community Schools agrees to pay 100% of the subsidy payments for the Blue Cross Hospital-Surgical Master Medical Full Family Insurance MVF II plus Prescription (\$2.00 co-pay), FAE/RC & VST, and Basic Vision Insurance Riders for all regular full time personnel.

The District maintains the right to change insurance carriers if same benefits are provided.

SECTION 2.

The District agrees to provide \$25,000 term life insurance for all regular full-time employees during their employment by the Plymouth-Canton Community Schools. The program is effective for all regular full-time employees who have completed their probationary period.

SECTION 3.

The District agrees to pay 100% of the cost to provide all full-time Licensed Technicians and their eligible dependents with dental insurance coverage of 80/80/80.

SECTION 4.

The Board will pay 100% of the premium to provide all employees covered by this agreement a long term disability plan with a waiting period of ninety (90) calendar days, a benefit of 50% of regular salary to a maximum of \$1,2000.00 per month.

ARTICLE XVIII

HEALTH, SAFETY AND TRAINING

The Board will continue to take all reasonable precautions to safeguard the health and safety of its employees during their regular hours of work.

A. It is recognized:

1. That periodic training sessions, on a released time basis, will be conducted during the school work day.
2. Attendance will be mandatory for those designated employees.
3. Does not govern contract language pertaining to promotions and transfers.

B. Employees will have the opportunity to receive training on an annual basis, in their appropriate skills. Training will be appropriate to their classifications and approved by the Board.

The Board will provide and maintain first aid kits, with appropriate contents in each service vehicle.

During the term of this contract, a committee composed of two (2) members of the Union and two (2) members of Administration will meet for the purpose of exploring the feasibility of establishing an upgrader program.

ARTICLE XIX

STRIKES AND LOCKOUTS

SECTION 1.

The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sitdown, stay-in, slowdown or work interference or curtailment of any kind for any reason. The Union agrees it will not cause, nor will any member of the Union take part in any picketing of any of the District's schools or buildings.

SECTION 2.

The Union further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sitdowns, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees and the public that it disavows these acts.

SECTION 3.

All shop stewards and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strikes, sit-downs, stay-ins, slowdowns, picketing or work interference, or curtailments of any kind.

SECTION 4.

The Union agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to grievance as to whether the employee was involved in said action.

SECTION 5.

The Board agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law, the Board hereby waives any right that it may have to sue the Local Union or the International Union with which it is affiliated for damage resulting from unauthorized work stoppages.

ARTICLE XX

SUBCONTRACTING AND TECHNOLOGICAL CHANGES

No work which is normally or customarily performed by employees in job classifications covered by this Agreement shall be subcontracted by the Board to any outside source or agency for the purpose of eliminating present employees. However, it is agreed that the Board shall be free to use all labor saving devices and labor saving equipment that will be to the best interest of the Board.

ARTICLE XXI

NEW JOBS

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Employer shall establish a job description.

The Employer will notify the Union of such new or changed jobs.

ARTICLE XXII

WORK RULES AND REGULATIONS

The Plymouth-Canton Board of Education may establish necessary work rules and regulations, however, should the Union object to any rule or regulation, it may resort to the grievance procedure outlined in this Agreement.

ARTICLE XXIII

VISITATION

SECTION 1.

After presentation of proper credentials to the principal's office, officers or accredited representatives of the Union shall (upon request by the Union) be admitted into the buildings of the School District 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.

SECTION 2.

Stewards

A. Employees may be represented by one steward and/or designated alternate steward or both, whose identity shall be made known to the Department of Maintenance and Custodial Operations.

B. The steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his supervisors. This privilege shall not be abused.

C. Any new employee shall be introduced to the steward and added to the steward's record or the steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification and assignment.

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

SECTION 1.

No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Plymouth-Canton Board of Education and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

SECTION 2.

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

SECTION 3.

It is understood and agreed that if any part of this Agreement is in conflict with mandatory federal or state laws, that such part shall be suspended and the appropriate mandatory provision shall prevail and the remainder of this Agreement shall not be affected hereby.

ARTICLE XXV
CLASSIFICATION

SECTION 1.

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

SECTION 2.

Employee Status Definitions:

A. Substitute - An employee, regardless of age, who works on an as-needed basis with no specific or projected schedule and receives substitute rate with no fringe benefits.

B. Temporary - An employee, regardless of age, who is hired for a specific duration not to exceed sixty (60) days and works on a regular schedule and receives substitute rate with no fringe benefits. If temporary is continued without break into regular employment, seniority shall begin as of date of hire as temporary, fringes and rate shall begin as of date of regular employment.

ARTICLE XXVI
TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall continue in full force and effect until June 30, 1990.

SECTION 2.

If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same, prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty days (60) days written notice prior to the current year of termination.

SECTION 3.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in

which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, MI 48219, and if to the Employer, addressed to Plymouth-Canton Community Schools Board of Education, 454 South Harvey, Plymouth, MI 48170, or to any other such address the Union or the Employer may make available to each other.

SECTION 5.

The effective date of this Agreement is July 1, 1988.

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

PLYMOUTH-CANTON COMMUNITY SCHOOLS BOARD OF EDUCATION

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

David P. Chilly
President, Bd. of Education

Peter Salvo
Business Manager

Alan Swartzwelder
Secretary, Bd. of Education

Robert J. Jones
President

Jennifer L. Hudson
Recording/Corresponding Secretary

APPENDIX A

WAGES

Licensed Technicians:	<u>HIRE</u>	<u>AFTER 90 WORKING DAYS</u>
Effective 7-1-88	\$12.95	\$ 14.21
Effective 7-1-89	13.77	15.11

ATTACHED A

1998

STATE OF TEXAS

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