

A G R E E M E N T

June 30, 1976  
m. S. U.

between

THE SHEPHERD PUBLIC SCHOOLS, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B, and 547C, AFL-CIO, 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 Employer and the employee 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, UNION SECURITY; CHECK OFF

Section 1. Union Recognition.

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

(B) The term "employee" as used herein shall include all Maintenance and Custodial employees of the Employer.

Section 2. Union Security

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) Calendar days of the effective date of this Agreement, or within thirty (30) Calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union ~~each month~~ each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) Calendar days in arrears of payment of such dues (or fees).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default

Shepherd Public Schools





ARTICLE V  
VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the building of the school system during working hours for the purposes of ascertaining whether or not this Agreement is being observed by the parties for assisting 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

(A) The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union and shall be made known to the Employer,

(B) Mutual arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with his Supervisor.

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

ARTICLE VII  
SAFETY PRACTICES

(A) The Employer and the employee will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employees normal job.

(B) The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII  
JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may tem-

porarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency, provided the Maintenance Supervisor may perform such duties which he has normally performed in the past.

#### ARTICLE IX

##### CONTRACTUAL WORK

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

#### ARTICLE X

##### SENIORITY

(A) A newly hired employee shall be on a probationary status for Ninety (90) calendar days with a Sixty (60) calendar day extension option by mutual agreement between the Employer and the Union. Such days shall be taken from and include the first day of employment. If at any time prior to the completion of the Ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

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

(C) An employee will lose his seniority for the following reasons:

1. He resigns and/or retires.
2. He is discharged for cause.

(D) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee provided; the senior employee is qualified to hold the position held by the least seniority employee.

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

he vacates his supervisory position.

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

(G) Employees who do not fulfill the prescribed ninety (90) calendar days probationary period shall not have recourse to the terms of this Agreement.

#### ARTICLE XI

##### TRANSFER AND PROMOTIONAL PROCEDURE

(A) All job vacancies and newly created positions shall be posted on employee bulletin board within ten (10) working days from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(B) In the event administration does not feel that it is desirable to place the highest seniority man in the open position, an evaluation meeting between representatives of the Union and administration will be held, in order to review the reasons why the administration does not want to place the highest seniority employee in the open position and arrive at a decision between the parties.

(C) An employee promoted to an open position shall serve on a probationary status for Thirty (30) calendar days. In the event the employee's work performance is unsatisfactory to the Employer or in the event <sup>he</sup> desires to return to his former position during the Thirty (30) calendar day time period, the employee shall be returned to his former position.

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

(E) Temporary transfers shall be for a period of no longer than Thirty (30) calendar days, except in the event that both parties mutually agree to an extension of Thirty (30) calendar day time period. In the event that it is not mutually

agreeable to extend the temporary transfer beyond the Thirty (30) calendar day time period the position shall then be considered an open position and posted for bidding from interested employees.

#### ARTICLE XII

##### NEW JOBS

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

(B) The new classification and pay rate shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A.

#### ARTICLE XIII

##### DISCIPLINE DISCHARGE

(A) When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date it is reasonable to assume that the Employer first became aware of the conditions giving rise to the discipline.

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

(C) Employee shall be subject to dismissal and/or disciplinary action for any of the following reasons: Drunkenness, dishonesty, insubordination, incompetency, conduct unbecoming any employee in the public service, or willful violation of agreed upon Employer's rules.



(H) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

(I) An employee who meets all of the requirements as hereinbefore specified in Sections A through H, may be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

#### ARTICLE XV

##### GRIEVANCE PROCEDURE

###### Definition:

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

###### Step One.

(A) An employee having a grievance shall present it orally within five (5) working days of the alleged violation to his supervisor.

(B) The supervisor shall discuss the grievance with the employee.

(C) If the grievance is not settled orally, the employee or the supervisor, within twenty-four (24) hours, may request a meeting with the steward to discuss the grievance.

###### Step Two.

(A) The steward must then within two (2) working days of the oral discussion with the supervisor, submit the grievance in writing to the supervisor and indicate the alleged contract violation and the remedy desired.

(B) The supervisor shall then within two (2) working days, meet with the steward to discuss the grievance.

(C) The supervisor shall then give his decision in writing relative to the grievance within two (2) working days of his meeting with the steward.

###### Step Three.

(A) Any appeal of a decision rendered by the supervisor shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the supervisor.

(B) The appeal shall be in writing and state the reason or reasons why the

decision of the supervisor was not satisfactory.

Step Four.

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

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

Step Five.

(A) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent, the grievance must be submitted to Arbitration.

(B) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Each party shall submit a list of local Arbitrators within a fifty mile or less radius. If the parties are unable to agree upon an arbitrator within seven (7) days of receipt of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

(C) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

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

(E) The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, for that of any of the parties hereto.

(F) The per diem fees of the Arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the Arbitrator shall be shared equally by the parties.

(G) The Arbitrator shall render his decision in writing not later than Thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(H) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

(A) The regularly scheduled work shall consist of forty (40) hours beginning at 12:15 a.m. Monday and ending 120 hours thereafter.

(B) The normal work day shall be eight (8) hours. The employees on the day shift shall take a one (1) hour and the employees on the afternoon shift a one-half (~~one~~) hour unpaid lunch period.

(C) There shall be no change in the work schedule during the school session days for all of the employees covered by this Agreement except when mutually agreed between the parties, except during the school vacation periods when school is not in session when all of the employees will be scheduled on the day shift.

Section 2. Overtime Rates Will Be Paid As Follows:

Time and one-half ( $1\frac{1}{2}$ ) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned. Double time will be paid for all time worked in excess of forty-eight hours in one work week.

Section 3. Call Back.

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

Section 4. Shift Differential.

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 3:45 p.m. and 12:15 a.m. will receive a shift differential of fifteen cents (15¢) per hour for all hours worked that day.

Section 5. Distribution Of Overtime.

(A) Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

(B) It is recognized that overtime is a responsibility of the job, and employees will have the right of rejecting an overtime assignment only if another qualified employee is available.

Section 6. Rest Periods.

Each employee covered by this Agreement shall receive one (1) fifteen minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day. Such periods shall be confined to the premises and the exact time is to be determined by Supervision within the general terms of the Agreement.

ARTICLE XVII

PAID LEAVE

Section 1.

(A) Each employee covered by this Agreement will be granted twelve (12) days of leave annually with pay, to be used for sickness, injury, or serious illness. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, his leave days will be one (1) day for each full month of service. This leave may accumulate from year to year with a maximum of seventy-two (72) days accumulation, plus use of current year leave days.

(B) All employees covered by this Agreement shall be furnished with records of sick leave accumulated and taken on or about July 1st of each year.

(C) Upon retirement, after ten (10) years of service, the employee shall be paid in full for all of his unused accumulated sick leave days up to a maximum of forty (40) days and one-half ( $\frac{1}{2}$ ) of his normal days pay for all days allowed to be accumulated over forty (40) days.

Section 2. Funeral Leave.

(A) Each employee covered by this Agreement shall be granted three (3) days off with pay for a death in the employee's immediate family. The term immediate family shall include the employee's spouse, children, parents, parents-in-law, and siblings and such time shall be charged to paid leave, Section 1, A above.

(B) Employees shall be granted one-half ( $\frac{1}{2}$ ) day off with pay to attend other funerals and such time shall be charged to Paid Leave, Section 1 A above. Permission will be granted after the proper form is filled out and approved by the immediate Supervisor.

Section 3. Personal Business Days.

(A) A maximum of two (2) days per year for the conducting of personal business shall be granted after two (2) years of service. One (1) day is to be provided for the first two (2) years in the school system. These days are non-accumulative. The purpose of this leave is to relieve the employees of financial hardship in

situations over which they have no control.

(B) Personal Business means an activity that requires the Employee's presence during the work day and is of such nature that it cannot be attended to at another time of day.

(C) Application for Personal Business Leave, containing the reasons for leave, must be submitted in writing at least forty-eight (48) hours in advance (except in the event of an emergency when a short notice may be acceptable). Leave will be disallowed and deductions from salary will be made for personal leave for the following:

1. Seeking another job.
2. Other employment.
3. Self-employment for renunciation.
4. Recreation.
5. Days preceeding and/or following vacation and holidays.

#### ARTICLE XVIII

##### HOLIDAYS

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

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

(B) 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.

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

Illness on days when work is not scheduled, such as holidays, shall not be deducted from sick leave, nor shall there be any loss in pay (provided however, in the event of a prolonged illness, the non-scheduled day (holiday) will be deducted for that time, unless he returns on the scheduled work day after the holiday).

(D) When the scheduled holiday falls on a Saturday or a Sunday the employee shall receive his normal days pay for the holiday.

(E) Employees off sick on the holiday or the day before the holiday may be required to submit medical proof of illness in order to receive holiday pay.

ARTICLE XIX

HOSPITALIZATION

The Employer shall pay up to \$ 50.00 per month towards the Blue-Cross-Blue-Shield Hospitalization Insurance.

ARTICLE XX

VACATIONS

(A) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) weeks vacation with pay; after two (2) years of service two (2) weeks vacation with pay; after five (5) years of service three (3) weeks vacation with pay. First year vacations are to be pro-rated for length of service.

(B) To be eligible for a vacation, an employee must have worked eighty percent (80%) of his regularly-scheduled working hours.

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

(D) Employees are to express preference of summer vacation dates by May the 15th of the current year to the supervisor.

ARTICLE XXI

UNIFORMS

The Employer shall purchase three (3) uniforms at the beginning of each school fiscal year for each employee covered by this Agreement, with the employee to be responsible for the maintenance and laundering of such uniforms. After one (1) year of service the uniform shall be the property of the employee.

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result for such appearance of service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XXIII

BENEFITS

It is agreed between the parties that in the event that any employee works less than the established hours in his classification and is covered by this Agreement he shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Employer.

ARTICLE XXIV

WORKMEN'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under the Workmen's Compensation; provided that said employee reimburse the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he received sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Employer.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND

ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties 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.

If any Article or Section of this Agreement or any supplements thereto should

be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be effected 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.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

(A) This Agreement shall continue in full force and effect until JUNE 30, 1976.

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

(C) If either party desires to modify or change this Agreement, it shall ninety (90) 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 the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(D) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to The Shepherd Public Schoold, Shepherd, Michigan 48883, or to any other address the Union or the Employer may make available to each other.

(E) The effective date of this Agreement is JULY 1, 1975.

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

SHEPHERD PUBLIC SCHOOLS

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

Lucille J. Curtis  
President

[Signature]  
Secretary

Robert B. Ross  
Business Manager

Richard Rosenthal  
President

[Signature]  
Secretary

opeir #10 afl-cio

Schedule A

Salary Schedule

Effective July 1, 1975

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian 1	\$ 3.15 per hr.	\$ 3.68 per hr.
Custodian 11	2.68 per hr.	3.10 per hr.

PAID RETIREMENT

Effective July 1, 1975 the Employer shall pay the employee's contribution into the Michigan Public Schools Employee's Retirement Fund.