

AGREEMENT

between

EPBP LAKER SCHOOLS

and the

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

CUSTODIAL BARGAINING UNIT

July 1, 2009 – June 30, 2011

ARTICLE 1
AGREEMENT

This Agreement is entered into, by and between the Laker Schools School District, hereinafter referred to as the "Board", and the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, (Custodians), hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Laker Schools 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 3
UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

Section 1. Union Recognition

- a. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- b. The term "employee" as used herein shall include all Head Custodian and Custodial employees of the Laker Schools.

Section 2. Agency Shop Clause

- a. All employees employed in the bargaining unit, shall within ninety (90) calendar days of their hire by the Employer, as a condition of employment, pay to the union, a service fee or union dues.

The deduction of dues and service fees is required as a condition of this agreement and as such, will be payroll deducted pursuant to the authority set forth in MCLA 408.477.

- b. The Employer agrees, as does the Union, that either party shall have the right to re-open negotiations pertaining to Agency Shop when the laws applicable thereto have been changed, by giving the other party thirty (30) calendar days written notice.
- c. The Union assumes full responsibility for the validity and legality of such employees' deductions as are made by the Employer pursuant to this Article, and further, agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
- d. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in complying with this Article.
- e. The Employer agrees to notify the steward in writing of any new hires within the bargaining unit.

Section 3. Check-Off

The Employer shall transmit the total deductions to the Financial Secretary of the Union within fifteen (15) calendar days of the deductions being made together with a listing of each employee with the amount that is deducted

ARTICLE 4

NEW JOBS

- a. When new jobs are placed in operation that the employer believes to be appropriate for inclusion within the bargaining unit, and they cannot be properly placed into an existing PAY 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/she 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 rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter 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.

Any disputes as to whether a position should be included within the bargaining unit are within the exclusive jurisdiction of the Michigan Employment Relations Commission.

- b. Under no circumstances is the Employer required to negotiate job descriptions. Copies of job descriptions are available for review in the Central Office.

ARTICLE 5

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, substituting for absent employees or in cases of emergency.

ARTICLE 6

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, or willful violation of established rules.

This Article will not apply to probationary employees.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1.

- a. A Union grievance is a difference between the Employer and the Union which involves an employee or group of employees and concerns: (1) working conditions; or (2) the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2 of the grievance procedure.
- b. An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.
- c. The time elements in the steps can be shortened or extended by mutual written agreement.
- d. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- e. A grievance concerning alleged safety hazards may be processed directly to Step 2 of the grievance procedure.

- f. Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

- a. An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her Steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the Steward.
- b. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement; and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within five (5) working days.

Step Two

- a. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- b. The Superintendent or his/her designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.
- c. The Superintendent shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

Step Three

- a. If the grievance is not able to be settled by the Superintendent, then within fifteen (15) calendar days from the date of the Superintendent's answer, the grievance must be submitted to arbitration.
- b. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven work (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association 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, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- f. The filing fees and per diem fees of the arbitrator shall be borne equally by the parties.
- g. The arbitrator shall render his/her 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, subject to the standards for judicial review.

ARTICLE 8

SENIORITY

- a. Employees shall be regarded as probationary employees for the first ninety (90) days of active employment within the bargaining unit. Laid off, disciplined or discharged probationary employees shall not have recourse to the terms of this Agreement including the grievance procedure. Days missed during the probationary period shall serve to extend the probationary period. Probationary employees will not be entitled to insurance benefits, paid time off (sick leave, etc.), or holiday pay.

- b. Probationary employees shall be granted seniority retroactive to the employee's date of hire after completion of probationary period.

Seniority shall be defined as the length of continuous uninterrupted service within the bargaining unit. Periods of layoff and unpaid leaves shall not constitute an interruption in service. Seniority shall accumulate during such periods. The accrual of seniority shall not be applied to other time related benefits such as vacation and longevity pay for which active payroll status (must be receiving a pay check) is required.
- c. Employees shall be laid off and recalled according to their seniority in their classification. An employee who can not maintain a position within the employees classification shall have the right to displace a lesser-seniority employee who is in a lower paying classification; provided, the senior employee is qualified to hold the position held by the lesser seniority employee.
- d. An employee will lose his/her seniority and employment rights shall terminate for the following reasons:
 - 1. He/she resigns;
 - 2. He/she is discharged for cause and not reinstated through the Grievance Procedure.
 - 3. Is laid off for a period in excess of twelve (12) months from the effective date of the layoff.
 - 4. Is absent from work without notifying the employer, unless the employee can establish that it was impossible to provide the notice.
- e. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position for a period not to exceed two (2) years from the time of such transfer. After the two (2) years, seniority shall be frozen.
- f. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain the date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE 10

TRANSFERS AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employee 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/she 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.

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

Temporary transfers shall be for a period of no longer than thirty (30) days of temporary transfer (except extensions by agreement shall be considered an open position and be posted)

ARTICLE 11

VISITATION

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

ARTICLE 12

LEAVES OF ABSENCE

- a. An employee who, because of illness, pregnancy related disability or accident (including workers compensation) is physically unable to report for work and has exhausted any means of compensation from the Employer,

shall be granted a leave of absence not to exceed one (1) year; provided he/she promptly notifies the Employer of the necessity therefore, and provided further, that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence.

- b. Leaves of absence shall be granted for a reasonable period of time for illness in the household of the employee, which requires the employee's care and attendance.
- c. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of federal, state or local law granting such rights.
- d. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- e. An employee in the bargaining unit elected or appointed to full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
- f. All reasons for leaves of absence shall be in writing stating the reason for the request, to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.
- g. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and the employee shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

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.

- 10. The position of an employee on an unpaid leave of absence if filled, may be filled by a substitute from outside of the bargaining unit.

ARTICLE 13

HOURS AND WORK WEEK

Section 1. Work Week

- a. The normal regularly scheduled work week for full time employees shall consist of forty (40) hours, beginning at 12:01 a.m. and ending one hundred sixty-eight (168) hours thereafter.
- b. The normal work day for full time employees shall be eight (8) consecutive hours, plus a thirty (30) minute unpaid lunch period. The Board of Education does not encourage the interruption of an employee's lunch period.
- c. The Board of Education shall determine the length of the employee's work days and work year.

Section 2. Overtime Rates will be paid as follows:

- a. Time and one-half (1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week. Paid time off will count in computing overtime pay.
- b. Whenever an employee is required to return to work after the completion of his/her regularly scheduled work hours, he/she shall receive pay for the actual time worked at time and one-half (1/2) his/her regular hourly rate, or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater.
- c. Head Custodians shall be paid one (1) hour's time at time and one-half (1/2) for each non-worked day they are requested to check their building.
- d. Employees requested to work on the employees seventh day of the employees work week shall receive double time (2X) for all hours worked; building check time is excluded from the double time provision.

Section 3. Equalization of Overtime

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.

Section 4. Rest Periods

Each employee covered by the terms of this Agreement shall be entitled to receive one (1), fifteen (15) minute rest period for each four (4) hours worked. Employees are not allowed

to leave the building during rest periods, nor is the rest period to be used to shorten the work day.

Section 5. Shift Differential

Employees who are regularly scheduled to work four (4) or more hours between the hours of 2:39 p.m. and 7:00 a.m., shall receive a shift differential of ten cents (\$.10) per hour for all hours worked that day.

ARTICLE 14

HOLIDAYS

- a. The Employer will pay for the following holidays, even though no work is performed by the employee:

December 31 st	Labor Day
New Year's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Easter Monday	December 24 th
Memorial Day	Christmas Day
July 4 th	Presidents Day

In the event any of the foregoing days is a scheduled day of instruction, an alternative date will be established.

Employees will receive an extra day pay for one (1) day between Christmas and New Year's. Holiday pay for day will not count in the calculation of overtime. Payment will be straight time only.

- b. With the exception of those with alternative work schedules, employees required to work on any of the above-named holidays shall receive double time (2X) for all hours worked, in addition to the regular holiday pay; building check time is excluded from the double time provision. Those with alternative schedules will have a day off with pay during that week.
- c. If an employee is on vacation on any of the above-named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or shall receive pay for the holiday.
- d. Employees off sick on the holiday, or the day before or after the holiday, may be required to submit medical proof of illness to receive holiday pay.

ARTICLE 15

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

- a. Each employee will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month, with no limit on accumulation for those employees hired prior to July 1, 2007. Those hired after June 30, 2007, may accumulate days up to 120.

Upon retirement from the Employer after ten (10) years of service within the bargaining unit, an employee will be paid a normal day's pay for twenty-five percent (25%) of all his/her unused sick leave days. The maximum amount paid under this provision will not exceed \$2,000 for those employees hired after June 30, 2007.

It is understood that part-time employees shall be entitled to a pro-rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

In order to receive the sick day for the month as mentioned above, the employee must work seventy-five percent (75%) of his/her scheduled work hours that month.

- b. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, pregnancy, injury or medical, dental or optical examination or treatment if such appointments can not be scheduled outside of work time. Sick leave shall also be granted (maximum of 3 days per year) when a member of the immediate family of the employee's household would require the care and attendance of the employee due to injury or illness. For the purpose of this Article, the immediate family shall be defined as the employee's spouse, children, and parents, including mother-in-law and father-in-law.

Section 2. Funeral Leave

All employees covered by this Agreement shall be granted three (3) working days off with pay for a death in the employee's immediate family. Immediate family shall be construed to mean one of the following: husband, wife, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law. Said days shall be allowed between the date of death and date of funeral and shall not be charged against sick leave.

Section 3. Personal Business Days

Each employee covered by the terms of this Agreement may be granted two (2) personal business days per school year with pay, non-chargeable against sick leave.

Unused personal days will be credited to the employee's sick leave bank. Personal days are subject to the approval of the Supervisor. Requests for personal days must, when possible, be made three (3) days in advance of the date requested.

Section 4. Insurance Benefits

- a. For each full-time employee the Board shall pay the premium for hospitalization insurance for the employee and his/her eligible dependents.

For employees waiving health insurance, the Board shall contribute \$135.00 monthly in cash under a qualified section 125 plan which can be retained as such or placed into a tax-sheltered annuity of the employee's choice available through the business office:

- b. The District may bid and change all the insurance plans, underwriters, self-insure and/or change third party administrator provided comparable coverage is maintained to the plans in place prior to January 1, 2006.
- c. The Board shall provide premiums toward dental coverage.
- d. Term Life Insurance

The Board shall provide premiums for a thirty thousand dollar (\$30,000.00) group Term Life Insurance Policy

Section 5. Long-Term Disability

Employees shall have a long-term disability program fully-paid by the Board. The policy shall provide sixty percent (60%) of monthly earnings, two thousand five hundred dollars (\$2,500.00) maximum per month. There is a three (3) month qualifying period.

Section 6.

The payment of fringe benefits, and the accrual of any rights or benefits, shall cease upon the exhaustion of paid leave time (i.e. sick leave, personal business and vacation) unless a longer period is required under the Family Medical and Leave Act.

Section 7.

In order to qualify for insurance benefit premium contributions, an employee must be regularly scheduled to work at least 1600 hours per year. Those regularly scheduled to work at least 1600 but less than 2080 per year, will have prorated premiums (including cash options in lieu of health care) paid on their behalf. Any amounts over the district's contributions will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477.

ARTICLE 16

VACATIONS

All twelve month employees who have completed one (1) year of service shall receive two (2) weeks' vacation with pay; after five (5) years of service, said employee shall receive three (3) weeks' vacation with pay; after fifteen (15) years of service, four (4) weeks' vacation with pay.

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

Employees terminating employment, failing to qualify for a full vacation, or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof worked between the employee's prior anniversary date and his/her termination date.

Employees eligible for vacation may request vacation between June 15th and August 15th, and also during Easter and Christmas break. All vacation requests are subject to the approval of the Administration. No more than two (2) employee at a time will be permitted to take vacation time between June 15th and August 15th.

Those employees who take no sick days or no loss of pay days during the preceding year shall receive three (3) extra vacation days the following year. Those employees who use only one (1) sick day or one loss of pay day shall receive two (2) extra vacation days. Those employees who take two (2) sick days OR two loss of pay days, or a combination totaling two (2), shall receive one (1) extra vacation day. Those employees who take three (3) sick days, three (3) loss of pay days, or a combination totaling three (3), shall receive no extra vacation days. Loss of pay days must have supervisor approval, and must be taken in a minimum of two (2) day increments.

ARTICLE 17

JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. This provision to apply only in the event the Employer is unable to obtain a waiver.

ARTICLE 18

CLASSIFICATION AND COMPENSATION

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 on Schedule A, attached hereto and made a part hereof by reference.

ARTICLE 19

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless 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.

If any Article or section of this Agreement or any supplement 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 and supplements shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20

BINDING EFFECTIVE AGREEMENT

- a. This Agreement shall become effective upon ratification by the parties and shall continue in full force and effect until June 30, 2011.
- b. If either party desires to negotiate a successor Agreement they shall, ninety (90) calendar days prior to the expiration date, give written notice of termination. If neither party shall give notice it shall continue in full force and effect from year to year, thereafter subject to notice by either party on ninety (90) calendar days written notice prior to the current year of expiration.
- c. Notice under this article shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if to the Employer, addressed to the Superintendent, Laker Schools, Pigeon, Michigan, 48755.

SCHEDULE A

SALARY SCHEDULE

Rates of Pay

Classification	2009-10	2010-11
Head Custodian	14.34	14.63
Custodian	13.37	13.64

2009-2010 2.0% RETROACTIVE 2010-2011 2.0%

- a. Newly hired employees shall receive one dollar (\$1.00) per hour below the classification rate during the first six (6) months of employment, and fifty cents (\$.50) below the classification rate during the second six (6) months of employment.

Longevity

Employees with over ten (10) years of continuous service within the bargaining unit as of June 30th of each year shall receive two hundred dollars (\$200.00) longevity

pay each year by June 30th. Employees with over fifteen (15) years of continuous service as of June 30th of each year shall receive two hundred fifty dollars (\$250.00) longevity pay each year by June 30th. Employees with over twenty (20) years of continuous service as of June 30th of each year shall receive three hundred fifty dollars (\$350.00) longevity pay each year by June 30th. Employees with over twenty-five (25) years of continuous service as of June 30 of each year, shall receive four hundred (\$400) longevity pay each year by June 30.

Employees must have worked at least 80% of their scheduled hours for the year to qualify.

LETTER OF AGREEMENT
BETWEEN THE
ELKTON-PIGEON-BAYPORT LAKER SCHOOLS BOARD OF EDUCATION
AND THE
IUOE, LOCAL 547

Re: Brian Pryor and Jim Liston

It is hereby agreed that head custodians Brian Pryor and Jim Liston, will continue to work 38 weeks at 45 hours and 14 weeks at 40 hours.

This applies only to the aforementioned individuals.

For the Board Date

For the IUOE Date