

**AGREEMENT**

*between the*

**MORENCI AREA SCHOOLS**

*and the*

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324- A, B, C, D, G, H, P, RA S- AFL-CIO**

**FOOD SERVICE BARGAINING UNIT**

**JULY 1, 2012 - JUNE 30, 2015**

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## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board 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, AGENCY SHOP AND CHECK OFF

#### Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all full time and part-time cooks and cooks helpers employed by the Employer. Excluded shall be probationary, temporary, substitute, supervisory, and all other employees.

#### Section 2. Agency Shop

(a) The Board agrees that it shall be a condition of employment that all employees who are presently employees, all employees who hereafter become employees, and all new employees employed after the thirtieth (30th) day of June shall within sixty (60) calendar days after the effective date of this Agreement, or sixty (60) calendar days after the commencement of employment, whichever comes later, either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and/or assessments of the Union and such authorization shall continue in effect from year to year unless revoked in writing.

2. Cause to be paid to the Union a service fee in an amount established by the Union. In the event the service fee or dues shall not be paid, the Board upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with this condition, shall process said complaint, the charging party being the Union. Failure to comply with the provisions above will cause the employee to be dismissed unless the Union, in writing, gives notification that the service fee or dues have been paid and thus the complaint is withdrawn.

It is expressly understood that in the event the Board of Education shall hire a new employee to replace an employee dismissed under the terms of this Article, then neither the Union nor the employee shall have a right to withdraw said complaint, it being recognized by the Union and any employee employed under the terms of this Contract, that the Board has a reasonable right to proceed to replace an employee against whom charges have been filed under the terms of this Article. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for the Board of Education.

(b) In the event the employee challenges the amount of the service fee through the Union's appeals process, the service fee shall continue to be payroll deducted from the employee, however, twenty-five percent (25%) of the regular Union membership dues will be placed into an escrow account by the Employer pending completion of the appeals process. No employee shall be discharged during the pendency of an appeal.

(c) The Union agrees to indemnify and save the Board, and including each individual Board member, harmless against any and all claims, cost, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article.

(d) It shall be the responsibility of the Union to notify the District of the amount of the yearly dues, service fees, and assessments by July 1st, annually.

(e) If any provision of this Article is declared invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

(f) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(g) The Board agrees that, upon hiring any new employees who are covered by this Agreement, the Board shall send a letter advising the Union of the name, date of hiring, and the Social Security number of the new employee.

(h) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the monthly service fee and/or assessment.

### Section 3. Check-off

(a) The Board shall deduct the initiation fees, Union dues, Service fees, and/or assessments from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month

in which said deductions were made, together with a listing of each employee, with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are made.

(b) Such dues as and when deducted shall be kept separate from the Board's general funds and shall be deemed trust funds and shall be forwarded to the Union forthwith.

### ARTICLE III

#### NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under federal, state and local laws pertaining to fair employment practices as well as the moral principals involved in the arena of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, sex, age, religion, or national origin.

### ARTICLE IV

#### VISITATION

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

#### STEWARDS

(a) The employees shall be represented by a Chief and Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Union will inform the Board of Education at the beginning of each year of the persons that are filling these positions.

(b) Reasonable arrangements will be made to allow the Chief and Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, by first receiving approval from the Administrator. Such time shall be limited to twenty (20) hours per Contract year.

## ARTICLE VI

### SAFETY PRACTICES

The Board will take reasonable measures in order to prevent and/or eliminate any hazards which the employees may encounter at their places of work in accordance with the Occupational Safety and Health Act, State and Local regulations.

## ARTICLE VII

### JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, experimentation, in cases of specialization, in the absence of the regular employee, in cases of emergency, or if placed by welfare or the courts.

## ARTICLE VIII

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board.

## ARTICLE IX

### BOARD OF EDUCATION'S MANAGEMENT RIGHTS

#### Section I.

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



(a) Executive management and administrative control of the school system and its properties, facilities, and equipment;

(b) Direct the working forces, and to hire all employees and, subject to the provisions of law, to determine their qualifications (including physical, mental, and emotional capacities) and the conditions for their continued employment, or their dismissal, discipline, demotion, and/or other personnel action, and to evaluate, assign, promote, lay off, and transfer all such employees in accordance with such policies as the Board may from time to time promulgate;

(c) Determine schedules and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees, and to make any and all such changes in said terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate;

(d) Dictate the assignment and directions of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing and the right to establish, modify, or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate;

(e) Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings or other facilities, departments, programs, services, divisions or subdivisions, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board;

(f) Adopt reasonable rules and regulations;

(g) Establish policies governing the selection, evaluation, testing, or training of employees, provided that such selection shall be based upon lawful criteria.

## Section 2.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE X

### SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) 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, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

(b) All probationary employees shall be evaluated every thirty (30) calendar days. A copy of this evaluation shall be given to the employee and a copy placed in the employee's file.

(c) After completion of the probationary period, the employee's seniority and all matters pertaining to benefits shall be retroactive to the date of hire.

(d) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.

(e) An employee will lose their seniority for the following reasons:

1. The employee resigns;
2. The employee is discharged for cause;
3. An employee on lay-off refuses the offer of a full-time position;
4. An employee is on scheduled lay-off for one (1) year or more.

(f) Seniority shall continue to accumulate within the bargaining unit for any employee who is transferred to a supervisory position with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.

(g) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 7th of each year. Such list shall contain each employee's name, hire date, and date of entry into each classification.

(h) For the purpose of establishing an initial seniority list under the current Agreement, a Food Service employee shall be granted seniority credit to include time spent as a permanent substitute, provided he/she moves directly into a permanent regular position with the District. As a regular employee, upon satisfactory completion of the probationary period, his/her seniority credit for Wage Schedule placement shall be retroactive to date of hire as a permanent substitute. The above limitations on seniority shall apply, provided that the seniority date established shall not be greater than one (1) day less than the least senior person already in the bargaining unit for purposes of lay-off and recall only.

## ARTICLE XI

### TRANSFERS AND PROMOTIONAL PROCEDURES

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days in which to make application to fill the vacancy or new position. An employee who makes application shall be given due consideration for transfer to the vacancy or new position (if available), provided that the employee 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. Vacant or newly created positions shall be filled within the next pay period following the end of the posting period.

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

(c) 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 the thirty (30) calendar day 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.

(d) When an employee is transferred to a new position, they shall serve a probationary period of thirty (30) working days. During this probationary period the employee may elect to return to their former position. In the event that the employee's work performance is not satisfactory to the employer, the employee shall be returned to their former position. After the thirty (30) working day probationary period, the employee shall begin accumulating seniority in the new position.

## ARTICLE XII

### DISCIPLINE AND DISCHARGE

#### Section 1.

In the case of a dismissal, demotion, discharge, or suspension of an employee, the Union shall be advised of the reasons for dismissal, discharge, or suspension, as soon as reasonably possible. Written notification of dismissal, suspension, or other disciplinary action shall be sent to both the employee and the Union.

#### Section 2.

Causes which shall be deemed sufficient for suspension, demotion, dismissal, or other disciplinary action include, but are not limited to, the following:

- (a) Unauthorized or excessive absence from work;
- (b) Commitment or conviction of any criminal act (usually classified as a felony);
- (c) Inappropriate or immoral conduct involving students;
- (d) Inability to perform essential job functions;
- (e) Incompetency or inefficiency;
- (f) Insubordination;
- (g) Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of any kind in any degree whatsoever;
- (h) Neglect of duty;
- (i) Negligent or willful conduct which results in either damage to public property, waste, or misappropriation of public supplies or equipment;
- (j) Violation of any lawful directive or order (either oral or written) made by a supervisor or by the Board or by any appropriate federal or state agency;
- (k) Violation of any provision of this Agreement;
- (l) Deliberate falsification of any records or reports;
- (m) Smoking on school property.

## ARTICLE XIII

### LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and upon request to the Board, shall be granted a leave of absence for up to one (1) year, which may be extended beyond that period of time at the sole discretion of the Board of Education, provided the employee promptly notifies the Board of the need for such leave, or extension thereof, and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board.

(b) Leaves of absence shall be granted for a period of time not to exceed thirty (30) work days for physical or mental illness, or prolonged serious illness in the immediate family which includes husband, wife, children, or parents.

(c) **Childcare and Childbirth Leave**

1. Expectant employees may elect to not receive sick leave payments and upon application, said employee will be granted a maternity leave without pay for the purpose of childbirth and subsequent childcare of the newborn infant for a duration not to exceed one (1) year, unless renewed at the discretion of the Board.

2. All pregnant employees will notify the Board of their pregnancy at least five (5) months prior to the expected date of birth. Said notification shall be filed with the Superintendent of Schools.

3. The employee will be required to furnish medical certification of her continued ability to perform her duties.

4. The employee may be required to submit to a physical examination by a physician selected by the School Board, at the Board's expense, or a physician of her choice at the Board's expense.

5. The employee may continue working as long as she can continue her regularly assigned responsibilities. The employee's physician will furnish a statement to this effect.

6. The application for such leave shall be received by the Superintendent of Schools no less than two (2) weeks prior to the effective date of such leave, and shall include a statement of the exact date on which the employee wishes to commence the leave, and may be relaxed upon complication occurring which shall be followed up by a physician's statement.

7. An employee on maternity leave under the above provisions shall indicate in writing to the Superintendent of Schools as to her expected date of returning to work.

The employee shall indicate to the Superintendent two (2) weeks before this expected date if she wishes to return at a later date, or two (2) weeks before she wishes to return if the desired date of return is earlier than the date originally specified under paragraph one (1) of this Article. The employee shall be returned to employment as specified under paragraph one (1) of this Article.

8. Should the course of nature be interrupted or should the death of the child occur within the period of maternity leave, the above rules may be relaxed under such conditions as the Board of Education may prescribe.

9. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from performing her duties.

It is expressly understood that leave taken under this subparagraph is for the purpose of disability and not for normal child care.

(d) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(e) 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, providing such employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.

(f) Any employee in the bargaining unit who is elected or appointed to a full-time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position, not to exceed twelve (12) months.

(g) All requests 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 at the Board, and a copy furnished to the employee.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay. The employee shall be entitled to resume their regular seniority status and all job and recall rights upon their return from leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the employee.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### Definitions

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

(b) The time elements in the Steps may be shortened or extended upon written mutual agreement between the parties.

(c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure.

(e) Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level 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 occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

#### Step One.

(a) Any employee having a grievance shall discuss the grievance informally with their immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

(b) The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Chief Steward shall sign the grievance.

#### Step Two.

(a) The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

The immediate supervisor shall give his/her decision, in writing, relative to the grievance within ten (10) working days of the meeting with the Chief Steward.

**Step Three.**

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools within ten (10) working days of the date the decision is communicated to the Union, and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreed upon. The appeal shall be in writing stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days of the meeting with the Business Representative of the Union.

**Step Four.**

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within ten (10) working days, and the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Superintendent of Schools was not satisfactory.

(b) The Board of Education shall give their decision, in writing, relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.

**Step Five. Arbitration**

(a) In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

(b) Upon receipt of notice of intention to proceed to arbitration, the parties will meet at a mutually agreeable time, but in no case later than ten (10) working days after written notification of intent to proceed to arbitration, to attempt to agree upon the selection of an arbitrator. If the parties are unable to agree upon an arbitrator at this meeting, the appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period, as is furnished to the parties by the American Arbitration Association.



Each party, upon returning their listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator by the numbering of said arbitrators one (1) through seven (7) with one (1) being the most desired. The American Arbitration Association, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

(c) In the event that neither party returns their listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator, or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing, based on the highest preference of the party that did return their listing within the specified time period. In either of these instances, both parties shall accept that person as the arbitrator.

(d) The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

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

(f) The arbitrator shall not have jurisdiction 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 or her discretion for that of the parties hereto.

(g) The fees, expenses, and filing fees of the arbitrator shall be paid solely by the non-prevailing party where so designated. Should the decision not designate a prevailing party, then the fees, expenses, and filing fees shall be shared equally between the parties.

(h) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(i) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

## ARTICLE XV

### HOURS AND WORK WEEK

#### Section 1. Regular Hours and Work Week

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be as determined by the Board and shall include a thirty (30) minute paid lunch if total work day is six (6) or more hours in duration.

**Section 2. Overtime**

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week.

(b) Time and one-half (1-1/2) shall be paid for all time worked on Saturday and Sunday.

**Section 3. Call-Back**

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, the employee shall receive pay for a minimum of one and one-half (1-1/2) hours at the appropriate rate of pay.

**Section 4. Reporting Pay**

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive their regular rate of pay for all hours worked until relieved from duty, or a minimum of two (2) hours.

**Section 5. Rest Periods**

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period and one (1) thirty (30) minute lunch break per regular work day [six and one-half (6.5) hours] as paid time. The rest periods shall be taken on the premises unless permission is granted by the supervisor to leave.

**Section 6. Inclement Weather Days**

When school is closed due to inclement weather or other emergencies, the employees covered by this Agreement shall not be required to report for work, and the employees shall subsequently be paid their normal pay for all such days that are made up, and that the employee works. Employees shall be held harmless for the first two (2) Act of God days.

In the event employees report for work and school is cancelled after the employees have reported, employees shall receive their regular pay for all hours worked until such time as they are relieved by their supervisor.

**Section 7. Early Dismissal**

When students are dismissed early for the purpose of parent-teacher conferences, open house programs, record days, or teacher in-service days, employees required to work will receive their normal rate of pay for all hours worked.

**ARTICLE XVI**

**INSURANCE PROTECTION**

**Section 1. Hospitalization**

The Board, upon written request and enrollment of the employee, shall provide thirty-five percent (35%) of the premium cost for the duration of this Agreement for those employees electing health insurance coverage through SET/SEG. The Board contribution will be based on the actual twelve (12) month premium from the previous year. Increases above twelve percent (12%) of the previous year will be at the cost of the employee. The employee will co-pay the balance by payroll deduction or personal check each month. Failure to make the monthly payment will result in loss of coverage. The Board reserves the right to enroll in another hospitalization plan during the life of this Agreement, provided the new plan is equivalent to, or better than, the present coverage. The Employer agrees to pay the up-front deductible costs each year.

**Section 2. Life Insurance**

For those employees who do not receive health insurance, or who do not elect to take health insurance, the Board of Education shall provide Term Life Insurance in the amount of thirty thousand dollars (\$30,000.00).

**Section 3. Alternative Benefit**

For those employees who do not receive health insurance, or do not elect to take health insurance, the Board of Education shall provide four hundred dollars (\$400.00) per year as an alternative benefit, payable the first paycheck each December.

**ARTICLE XVII**

**SICK LEAVE AND FUNERAL LEAVE**

**Section 1. Sick Leave**

Each employee covered by this Agreement shall be credited with ten (10) sick leave days to be used for personal illness or for tending to members of the household.

The unused portion of the sick leave allowance shall accumulate from year to year to a limit of seventy (70) days. Unused sick days in excess of the maximum shall be paid at the end of the school year at the rate of twenty-five dollars (\$25.00) per day.

1. The Board shall furnish a written statement within twenty (20) days of the beginning of each school semester indicating the total accumulation of sick leave credit for each employee.

2. Each employee absent because of personal illness or injury or for tending to members of the immediate household who are ill shall notify their supervisor of the necessity of such absence and an expected date of return. The Supervisor shall furnish a telephone number for employees to call to report an absence at a minimum of one and one-half (1-1/2) hours prior to their normal starting time.

3. After fifteen (15) years of service in the MAS, or after ten (10) years of service with MAS and eligible for minimum Social Security, and upon qualifying for retirement under the State System, the Board agrees to pay one-half (1/2) of the accumulated sick days (not to exceed allowable maximums) at the rate of twenty-five dollars (\$25.00) per day.

#### Sick Leave Bank

The Board will provide the usage of a sick leave bank to any employee who has depleted his/her leave allowance.

Upon depletion of his/her leave allowance; any employee may make application to the Union to utilize the sick leave bank. Utilization of sick leave bank shall be for the same purposes as the leave allowance, found in Article XVII of this Agreement.

Monthly reports of the sick leave bank showing the number of days remaining will be provided to the Union by the Board.

Employees may voluntarily donate day(s) to the bank when requested.

The Union and the Superintendent or his/her designee will form and administer a Sick Leave Bank Committee to review and grant sick leave requests from the sick leave bank. The Sick Leave Bank Committee will notify the Board when requests are granted. The bank will maintain no less than twenty (20) sick leave days.

Unused days remaining in the sick leave bank at the end of the school year will accumulate for the following school year.

## Section 2. Funeral Leave

All employees covered by this Agreement shall be granted five (5) working days with pay for a death in the employee's immediate family. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, spouse's grandparents, and also any individual who permanently resides in the employee's home.

In the event of the death of persons other than those listed above, employees may be granted up to three (3) working days with pay provided that the absence is approved in advance by the Superintendent.

## Section 3. Personal Business Days

(a) Employees covered by this Agreement shall be entitled to two (2) personal business days with pay for the conduct of personal business which cannot be handled outside of school hours. It is understood that such personal business leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period, weekend, or holiday. Justification may be required for these days before they are granted.

(b) Such days are not to be used for the purpose of vacation, party preparation, shopping, hunting, golfing, holidays, or to take part in any protest, march, strike, or other public demonstration.

(c) Personal business days may be taken as whole days unless prior arrangements are specifically made with the employee's supervisor in which case, half days may be granted.

(d) Employees must request personal business days as early as possible, but no later than two (2) full days in advance except in case of emergency. In such case, the employee shall apply as soon as possible.

(e) At the end of the school year, any unused personal business days shall be added to the employee's accumulative sick bank.

## ARTICLE XVIII

### JURY DUTY/COURT APPEARANCE

Employees requested to appear for jury qualification or service, or in response to a subpoena to appear in court, shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such appearance or service.

## ARTICLE XIX

### WORKER'S COMPENSATION

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

## ARTICLE XX

### BENEFITS

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

## ARTICLE XXI

### RETIREMENT

Employees covered by this Agreement shall participate in the Michigan Public School Employees' Retirement System, and said participation shall be governed by the System.

## ARTICLE XXII

### 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 XXIII

### BINDING EFFECTIVE AGREEMENT

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

## ARTICLE XXIV

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### Section 3.

If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of this Agreement shall govern the relations of the parties hereunder. 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 XXV

### NO STRIKE - NO LOCKOUT CLAUSE

The Union and the Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board. The Board agrees that it will not institute any lockout action against the Union nor its members.

## ARTICLE XXVI

### TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 2015.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar 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) calendar 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) calendar days prior to June 30, 2015, or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) calendar days written notice of termination, provided that such termination will not be effective prior to the expiration of the ninety (90) calendar day period in the original notice of amendment. 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 before provided.

(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 324- A, B, C, D, G, H, P ,RA S- AFL-CIO, 500 Hulet Dr., Bloomfield Twp., MI 48302, and if to the Board, addressed to the Morenci Area Schools, 500 Page Street, Morenci, Michigan 49256, or to any other address the Union or the Board make available to each other.



(e) The effective date of this Agreement is July 1, 2012.

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

MORENCI AREA SCHOOLS  
BOARD OF EDUCATION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 324- A, B,  
C, D, G, H, P, RA S- AFL-CIO

Scott A. Mullis  
President

Donna Taylor  
Business Manager

Cyndee Sanders  
Secretary

Scott M 3-26-13  
President

Michael Osborn  
Superintendent

Thomas C. Scott  
Recording Corresponding  
Secretary

SCHEDULE A  
SALARY SCHEDULE

|     | 2012-2015 |
|-----|-----------|
| 0   | \$10.10   |
| 1-2 | \$10.69   |
| 3-4 | \$11.27   |
| 5+  | \$13.08   |

**Salary Reduction**

- a. 2012-2013 School Year = .58% reduction
- b. 2013-2014 School Year = .58% reduction
- c. 2014-2015 School Year = .58% reduction
- d. The reduction amount will be deducted from holiday pay.

Employees shall move from one increment to the next immediately after their anniversary date.

Employees with eleven (11) to fifteen (15) years of service shall receive one hundred ten dollars (\$110.00) annual longevity payment.

Employees with sixteen (16) to twenty (20) years of service shall receive two hundred twenty dollars (\$220.00) annual longevity payment.

Employees with twenty-one (21) or more years of service shall receive three hundred thirty dollars (\$330.00) annual longevity payment.

### Longevity

Employees receiving longevity payments shall elect one of the following payment options at the beginning of the school year:

1. Bi-weekly equal amounts;
2. Two equal lump sum payments at the end of first semester and at the end of the school year;
3. One lump sum payment at the end of the school year.

### Paid Holidays

All employees shall receive their regular daily pay for the following holidays each year of the Agreement:

Christmas Eve  
Christmas Day  
Good Friday