

AGREEMENT

between

BULLOCK CREEK SCHOOL DISTRICT

Maintenance – Custodial Bargaining Unit

1420 South Badour Road

Midland, Michigan 48640

and

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

500 Hulet Drive

Bloomfield Township, Michigan 48302

July 1, 2013 – June 30, 2016

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PURPOSE

(A) It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

(B) Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE I

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 rates of pay, wages, hours, employment and other terms and conditions of employment.

(B) The term "*employee*", as used herein, shall include all persons performing work in the following classification of the Employer: *Custodial/Maintenance*, excluding supervisors, substitutes, temporary employees and all others.

ARTICLE II

VISITATION

Upon request of the Union and the presentation of proper credentials to the building administrator or proper supervisor, Officers or accredited representatives of the Union shall be admitted to the Employer premises during working hours for the purpose of assisting in the adjusting of grievances, provided, that said observation shall not disrupt the work schedule of employees.

ARTICLE III

STEWARDS

(A) Employees may be represented by one (1) Chief Steward and designated Assistant Steward, whose identity shall be made known to the Employer.

(B) The Steward, during his working hours, if approved by the Employer, without loss of time or pay, may investigate and present grievances to the Employer. This privilege shall not be abused, nor shall such request be unreasonably denied.

(C) Any new employee shall be introduced to the Chief Steward before starting to work to be added to the Steward's record, or the Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location and shift assignment.

(D) The Chief Stewards, during their working hours, without loss of time or pay, may attend negotiation meetings if mutually agreed.

ARTICLE IV

DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement, shall include by way of illustration and not by way of limitation, the right to:

- (1) Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer;
- (2) Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
- (3) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the workforce and to lay-off employees;

- (4) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein;
- (5) Adopt reasonable rules and regulations;
- (6) Determine the qualifications of employees, including physical conditions;
- (7) Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- (8) Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies;
- (9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
- (10) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement;
- (11) Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE V

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 purpose of undermining the Union, nor to discriminate against any of its members. Employees of the Employer not covered by the terms of this Agreement shall not be used to reduce the regularly scheduled work hours of bargaining unit members.

ARTICLE VI

SENIORITY

(A) A newly hired employee, or an employee upon entry into the bargaining unit, shall be on probationary status for ninety (90) calendar days taken from and including 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) Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.

(C) Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.

(D) Employees shall be laid off and recalled according to classification seniority. An employee on scheduled lay-off shall have the right to displace the least seniority employee in any classification in which he/she has seniority, provided, the senior employee is qualified to hold the position held by the least seniority employee.

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

- (1) He resigns;
- (2) He is discharged for cause and not reinstated through the Grievance Procedure;
- (3) Upon normal retirement;
- (4) For disciplinary reasons;
- (5) Failure to return from lay-off or leave;
- (6) After being on recall list for a period of time equal to the employee's length of service.

(F) The bargaining unit seniority which was accumulative as of the date the employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position.

(G) Once a year, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employee's job location, classification and classification seniority date.

ARTICLE VII

PROMOTIONAL PROCEDURE

(A) *Promotion - New Job*

Notice of all vacancies, which the Employer intends to fill, and newly created positions shall be posted on employees' bulletin boards, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The selected employee making application shall be transferred to fill the vacancy or new position. Newly created positions or vacancies are to be posted in the following manner: the starting date; the rate of pay; the hours to be worked; and the classification. Information contained on the postings will not be changed after posting.

(B) An employee on an approved absence shall have the right to submit a written promotion request prior to the deadline for bids to be received. Said request shall be sent by certified mail or a receipt received if delivered to the personnel office. Said request shall be honored in accordance with the promotion procedure if a vacancy shall occur during said leave.

(C) Positions shall be filled by the qualified employee applying for the position with the most seniority within the affected classification. The Employer shall not be obligated to consider a bid from an employee who has been the successful bidder on another position within the previous twelve (12) months.

(D) When there is no applicant within the affected classification, qualified applicants (as determined by the posted qualifications) from other classifications shall be considered before the position is filled outside the bargaining unit. It is understood that in the case of a promotion, the employee will not suffer a reduction in pay, but will be paid the step rate first occurring in the progression schedule of his new classification which exceeds the employee's old rate of pay. The employee will thereafter be awarded step increases after the completion of the specified length of service at each step. The Employer agrees to meet with the Union when a senior employee has been bypassed in favor of a less senior employee, upon request of the Union, to discuss the selection.

(E) When a Tier 1 employee temporarily fills in for an absent bargaining unit member in a higher classification, he/she shall receive the higher rate after they have been in the position for six (6) work days or more, retroactive to the first day.

ARTICLE VIII

NEW JOBS

(A) The Employer shall notify the Union, in writing, when new jobs are created during the term of this Agreement. In the event 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 rate of pay for the job in question, and 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 period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and rate of pay following M.E.R.C. (Michigan Employment Relations Commission) procedures. 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. 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, the new classification shall be added to and become a part of this Agreement.

ARTICLE IX

UNPAID LEAVES OF ABSENCE

(A) An employee who because of illness or accident is physically unable to report for work, and has exhausted any means of compensation from the Employer, may be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore, and provided further, that he supplies the Employer 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 Employer. The Employer may require a second opinion.

(B) A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy three (3) months ahead of expected leave start date. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties.

When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. (Normally, an employee shall be expected to return to work three [3] months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.)

(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) A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993. The employee shall substitute all available accrued paid leave of absence and paid vacation for time which would otherwise be unpaid under the Act.

(F) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union, whose duties require his absence from work, may be granted a leave of absence for the term of such office or position.

(G) 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. Employees on a leave of one (1) calendar year or less shall have the right to return to their former position, if it is still in existence, or a similar position if their position has been eliminated during the leave, seniority permitting. After leaves of one (1) calendar year, extensions of the leave shall be at the discretion of the Board. During any leave of absence, the Board may fill the position with a substitute employee.

(H) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence, without pay, and he shall not accumulate seniority during his leave of absence. 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.

(I) Employees may request leaves without pay for a specified period of time for reasons other than those specified in this Article. The decision of the Superintendent is final and is not subject to the Grievance Procedure. Seniority will continue to accumulate for leaves of ninety (90) days or less.

ARTICLE X

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(A) Each employee covered by this Agreement will be entitled to twelve (12) sick days per year. An employee's accumulation of sick leave days will be unlimited. It is understood that the employee's supervisor or the Superintendent may ask for medical verification if a sick leave absence is in question. It is further understood that the supervisor or Superintendent may determine that the sick leave absence is inappropriate. If this is the case, then the absence may result in a deduct day, or it may be charged against the vacation day bank of the employee. The Superintendent's decision will be final and not grievable. Sick leave days shall be earned and used based on the normal scheduled hours being worked per day during the month in which said days are earned or used.

(B) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Up to four (4) sick days per contract year may be used for the illness in the employee's immediate family. Immediate family shall be defined in Section 2(B) of this Article.

(C) Records of sick leave accumulated and taken shall be furnished to the employee on or about July 1st of each year.

(D) Any employee who retires from the Bullock Creek School District with an accumulation of at least one hundred (100) sick leave days will be paid fifteen dollars (\$15.00) per day for all of his/her accumulated sick leave days up to two hundred (200) days. Days in excess of two hundred (200) will be paid at twenty dollars (\$20.00) per day.

(E) Retirement means when the bargaining unit member becomes eligible and participates in the Michigan Public School Retirement Fund, qualifies for pension from same, and is proceeding to receive such pension immediately following the discontinuation of employment in the Bullock Creek School District.

(F) All sick leave and vacation days must be used prior to using "deduct". Deduct days must be approved by the Superintendent or designee. Members who go into the deduct shall have the daily percentage cost of their benefits deducted from their pay.

(G) Sick leave may not be used for routine dentist appointments, routine doctor's exams, or office calls without the approval of the Superintendent or designee, and doctor's note may be required.

(H) Once an employee uses more than 4 short notice sick days in a given year, a doctor's note may be required. Short notice shall be defined as notice given less than 12 hours prior to the start of the work day.

(I) Excessive use of non doctor verified short notice sick days shall be grounds for progressive discipline, up to and including dismissal.

Section 2. Funeral Leave

(A) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements, without loss of pay deducted from sick leave, for not more than a total of five (5) days. In the case of death of the employee's uncle, aunt, nephew or niece, the employee will be excused from work, without loss of pay deducted from sick leave, for one (1) day, the day of the funeral, to attend the funeral. Up to one (1) additional day from sick leave may be used to attend the funeral of anyone not listed below. Documentation of the need for such leave may be required if abuse is suspected.

(B) Definition of employee's immediate family:

The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law and stepchild.

(C) During an employee's assigned shift, permission will be granted, without loss of pay deducted from sick leave, to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE XI

GRIEVANCE PROCEDURE

(A) A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

(B) The term "*days*", as used herein, shall mean calendar days.

(C) Written grievances as required herein shall contain the following:

- (1) It shall be signed by the grievant or grievants;
- (2) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (3) It shall cite the Section or subsections of this Contract alleged to have been violated;
- (4) It shall contain the date of the alleged violation;
- (5) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

(D) *Level One*

An employee alleging a violation of the express provisions of this Contract shall, within ten (10) days of its occurrence or knowledge of its occurrence, orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The Steward may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the Steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union Representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant and the Union Representative.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall, within thirty (30) days, file a letter of intent to arbitrate with the Superintendent's office. The thirty (30) day period will be reduced to ten (10) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

Level Three

Within thirty (30) days, the parties shall select an arbitrator from a current list provided by the American Arbitration Association. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one (1) arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

(E) *General Arbitration Provisions*

- (1) The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association;
- (2) It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties;
- (3) The parties may mutually agree to an arbitrator outside of the list provided by the American Arbitration Association;
- (4) The cost of the arbitrator shall be divided equally between the parties;
- (5) An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand;
- (6) The decision of the arbitrator shall be final and binding, subject to review in accordance with the applicable standards for judicial review.

(F) *Restrictions on the Arbitrator's Authority*

The arbitrator shall have no power to:

- (1) Rule on an issue previously barred from the scope of the Grievance Procedure;
- (2) Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement;
- (3) Award compensatory or punitive damages;
- (4) Issue a back pay award for any amount in excess of lost hourly pay rates, nor for a period to exceed twenty (20) days prior to the date the grievance was filed;
- (5) Establish wage schedules;

- (6) Rule on an issue involving employee evaluation;
- (7) Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.).

(G) Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

(H) The Union shall have no right to initiate a grievance involving the right of an employee, or group of employees, without his or their express approval in writing thereon.

(I) All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union Representative are to be at their assigned duty stations, except as agreed by the parties. In such instances, employees will suffer no loss of pay.

(J) The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

(K) Notwithstanding the expiration of this Agreement, any claim or grievance arising there under prior to the expiration of this Agreement may be processed through the Grievance Procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in Section F, (2).

ARTICLE XII

JURY DUTY

Employees required to appear for jury service shall receive their pay from the Employer for such time lost as a result of such service, less any compensation received, excluding expenses and travel allowances, for jury services. Persons subpoenaed as witnesses in criminal cases shall also receive jury service pay.

ARTICLE XIII

HOLIDAYS

(A) Employees will be granted the following holidays with pay:

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

(B) Employees required to work on any of the above named holidays shall receive double time (2X) for all hours worked.

(C) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday, scheduled with the approval of the supervisor. An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.

(D) Employees shall be eligible for holiday pay, provided they shall have received at least eight (8) hours of pay in the calendar week prior to, during and after the holiday.

(E) Employees off sick on the last scheduled work day before or the first scheduled work day after the holiday may be required to submit medical proof of illness to receive holiday pay, except when the employee works on the holiday.

(F) Employees scheduled to work and off sick on the holiday may be required to submit medical proof of illness to receive holiday pay.

(G) Should a holiday fall on a Saturday or Sunday, the Employer shall designate when the holiday will be observed.

(H) If calendar calls for no school on November 15th, employees will be given the day off with pay.

ARTICLE XIV

BULLETIN BOARDS

(A) The Employer will furnish for this Local Union one (1) bulletin board at each of the agreed locations. The boards shall be used only for the following notices:

- (1) Recreational and social affairs of the Union;
- (2) Union meetings;
- (3) Union elections;
- (4) Reports of the Union;
- (5) Rulings or policies of the International Union.

(B) Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees.

ARTICLE XV

HOURS AND WORK WEEK

Section 1. Overtime and Premium Pay rates will be paid as follows:

(A) All time worked in excess of forty (40) hours in one (1) work week will be paid at time and one-half (1-1/2).

(B) No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation for any hours worked in excess of forty (40) hours in one (1) work week.

(C) All time paid under this Contract for sick leave, holidays, vacation, jury duty and funeral leave shall be counted as time worked for the purpose of computing overtime.

(D) Overtime premium shall not be pyramided, compounded or paid twice for the same time worked, except for work performed on a holiday.

Section 2. Rest Period

(A) ***Lunch Break***

Each employee shall be allowed one-half (1/2) hour unpaid lunch period.

(B) Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked.

Section 3. Reporting Pay

Full-time employees reporting for a scheduled shift, unless previously notified, shall receive a minimum of two (2) hours pay, except in an emergency beyond the control of management.

Section 4. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and classification. If requested to work overtime, an employee will normally do so unless excused. The Employer will endeavor to give employees advance notice of overtime assignments.

ARTICLE XVI

HOSPITALIZATION

(A) For Tier 1 employees: Hard Cap compliant benefit level of \$500/\$1000 deductible, office co-pay of 10/25/50 (Office Visit, Urgent Care, ER), Saver Rx prescription, or same as administrators and secretaries. Employees will pay all cost above hard cap. Each year the Union and the District agree to discuss benefit levels and related premium costs. If changes can be made to benefit both the District and the Employees, they will be made with mutual agreement between the District and the Union.

Tier 2 employees will be offered a “Bronze Level”-single coverage plan, when the district is required by law to offer such a plan. Notwithstanding any other obligation in this agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier or self-funded plan that provides “minimum coverage” pursuant to 26 USC Section 36 (B), (C), (2), (ii), of the Affordable Care Act.

(B) Employees electing coverage shall be covered beginning with the first day of the next premium period following the employee's date of hire, or as required by law in compliance with the Affordable Care Act.

(C) An employee on a leave of absence, laid off or on Workers' Compensation may continue in the Employer's group during such time by paying the full premium for said insurance directly to the Employer within the rules and regulations of the carrier.

(D) Any employee, or any dependent of the employee, who is covered by an insurance program elsewhere, shall not be eligible for coverage by the Employer, provided that the employee himself has the option of being covered by the Employer as opposed to another carrier. In cases of two spouses being covered by different insurance programs, the spouse with the earliest birth date will cover the children.

ARTICLE XVII

VACATIONS

(A) All employees covered by this Agreement who have completed one (1) year of service shall receive five (5) days vacation with pay; after two (2) years of service, ten (10) days vacation with pay; after seven (7) years of service, fifteen (15) days vacation with pay; after twelve (12) years of service, twenty (20) days vacation with pay. Employees who currently have days in their vacation bank that were received as a "one-time credit of five (5) bonus vacation days" will be allowed to keep these days in their bank until they are exhausted, but the bonus vacation days will be non-existent as part of the contract, and will be replaced by the formula stated above. The parties agree that vacation is earned in the year before it is granted, but the employee must complete the year before he/she is eligible for any of the vacation earned.

(B) To earn a full paid vacation, an employee must have actually worked or been compensated for a minimum of eighty percent (80%) of his regular scheduled hours during the employment year for which vacation pay is due. An employee credited with less than eighty percent (80%) of his regular scheduled hours during such year shall receive a paid vacation on a prorated basis by dividing the number of hours credited during the year by eighty percent (80%) of his regularly scheduled hours and applying the resultant percentage to the vacation benefit to which he would otherwise be entitled under Section (A) above; provided that, if this results in a fraction of a day of vacation of four (4) hours or more, it shall be increased to the next full day, and otherwise the fraction shall be dropped.

(C) Employees terminating employment, or on a leave of absence, shall receive prorata vacation allowance based upon the same procedure as provided for in Section (B) of this Article.

(D) Vacations must be scheduled with the approval of the supervisor. Also, vacations must be taken during the fiscal year in which they are granted or they shall be lost, unless other arrangements have been worked out with the Supervisor in advance. Vacation days must be taken during days of non-student attendance and will be scheduled by seniority. Exceptions must be approved by the Superintendent or designee.

(E) The employees choosing not to carry over five (5) days unused vacation into the next year may receive pay, at their daily rate, at their option. This is not to encourage non-usage, simply to partially reimburse those employees who potentially chose not to use these days.

ARTICLE XVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- (A) 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.
- (B) 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.
- (C) If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

(A) Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee.

(B) *Notice of Discharge, Suspension or Discipline*

The Employer agrees that upon the discharge, suspension or discipline of an employee to notify, in writing, the designated Chief Steward of the discharge, suspension or discipline within five (5) business days of said action. The Employer agrees that any action will be instituted within a reasonable time period.

(C) Records of disciplinary action shall be removed from employee personnel file(s) after three (3) years, if no subsequent verbal or written discipline has occurred.

ARTICLE XX

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee will be formed and will meet two (2) times per year, or more often as needed.

ARTICLE XXI

TRAINING

The Board agrees to pay for and/or reimburse employees for training, classes, seminars, etc., taken for the purpose of updating and/or maintaining knowledge and skill necessary to properly function in the employee's current position. The employee must receive prior approval of the training, classes, seminars, etc., and cost thereof by the Superintendent or designee. It is understood this does not include training, classes, seminars, etc., taken by an employee for another position, or as agreed to as a condition of employment in the granting of another position.

ARTICLE XXII

TERMINATION AND MODIFICATION

- (A) This Agreement shall continue in full force and effect until **June 30, 2016**.
- (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 anniversary date 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 anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date 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 324, 324 A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302**, and if to the Employer, addressed to **Bullock Creek School District, 1420 South Badour Road, Midland, Michigan 48640**, or to any other such address the Union or the Employer may make available to each other.
- (E) The effective date of this Agreement is **July 1, 2013**.

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

FOR THE EMPLOYER

Bullock Creek School District
1420 South Badour Road
Midland, Michigan 48640



Superintendent



Board President



Board Treasurer

FOR THE UNION

International Union of Operating Engineers
Local 324, 324 A, B, C, D, G, H, RA, S –
AFL-CIO
500 Hulet Drive
Bloomfield Township, Michigan 48302



Business Manager



President



Recording-Corresponding Secretary

Imm/ufcw876
BH 12/2/2013

APPENDIX A

2013-2016 SALARY SCHEDULE

Employees with available steps will move a step each of the three contract years. For those employees at the top of the step, they will receive 0.5% increase for each of the three contract years.

TIER 1 EMPLOYEES

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Classification 1 Hourly	\$12.07	\$13.00	\$13.95	\$14.95	\$15.96	\$18.21
Classification 2 Hourly	\$11.18	\$12.12	\$13.05	\$14.06	\$15.06	\$16.63
Classification 3 Hourly	\$10.81	\$11.74	\$12.69	\$13.70	\$14.69	\$16.23
Classification 4 Hourly	\$10.00	\$10.92	\$11.87	\$12.88	\$13.89	\$15.23

Tier 1 Employees – 0.5% Increase on Step 5

Below depicts for those at step 5 at the end of the 2012/2013 School Year.

	2013/2014	2014/2015	2015/2016
Classification 1 Hourly	\$18.30	\$18.39	\$18.48
Classification 2 Hourly	\$16.71	\$16.79	\$16.87
Classification 3 Hourly	\$16.31	\$16.39	\$16.47
Classification 4 Hourly	\$15.31	\$15.39	\$15.47

Classification 1	Head of Maintenance
Classification 2	Maintenance
Classification 3	Head Day Custodian
Classification 4	Grounds/Custodian

TIER 2 EMPLOYEES

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Classification 5 Hourly	\$9.00	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00

Step Explanation

- Step 0 = First ninety (90) days
- Step 1 = Day ninety-one (91) until completion of the first year
- Step 2 = Start of year two until completion of year two
- Step 3 = Start of year three until completion of year three
- Step 4 = Start of year four until completion of year four
- Step 5 = Start of year five

Both parties agree that any retirements or resignations among Tier 1 custodians will be replaced with Tier 2 custodians. Additionally, both parties agree to step freezes for Tier 1 employees for the duration of the agreement.

Tier 2 Head Day Custodian Salary Schedule

	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Classification 6 Hourly	\$10.81	\$11.74	\$12.69	\$13.70	\$14.69	\$16.23