

AGREEMENT

between the

PAW PAW PUBLIC SCHOOLS

119 Johnson Road
Paw Paw, Michigan 49079-1093

and the

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

500 Hulet Drive
Bloomfield Township, Michigan 48302

July 31, 2011 – July 31, 2013

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AGREEMENT

between the

PAW PAW PUBLIC SCHOOLS

hereinafter referred to as the "Board"

and the

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

hereinafter referred to as the "Union"

ARTICLE I

UNION RECOGNITION

Section 1

The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts 1965 in the meaning of the Public Employment Relations Act for the duration of this Agreement.

Section 2

The term "employee" as used herein shall include the classifications of secretaries and clerks of the Board. Excluded from this Agreement are the following personnel: supervisors, confidential employees, and all other school employees.

Section 3

The term "Superintendent" shall mean the Superintendent or his/her designee.

ARTICLE II

UNION SECURITY AND CHECK-OFF

Section 1

It shall be a condition of employment that all employees of the Board covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, or in the alternative, elect to pay the agency shop fees. It is further understood and agreed by and between the parties to this Agreement that all employees of the Board covered by this Agreement who are not members of the Union in good standing on the effective date of this Agreement shall, within thirty (30) days, become members in good standing, or agree to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent. For those employees who are employed after the effective date of this Agreement, it is understood and agreed by and between the parties that said employees when hired shall either become members of the Union in good standing, or in the alternative, elect to contribute an amount equal to the monthly dues to the Union for purposes of recognizing the Union as their agent.

Section 2

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.

Section 3

In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

Section 4

It shall be the responsibility of the Union to notify and request the Board to terminate any employee for failure to comply with the provisions of this Article.

Section 5

For those employees who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements of such authorization cards, the Board agrees to deduct from their first (1st) paycheck each month the regular monthly Union dues, or a like amount certified to the Board by the Union, and remit the same to the Union on or before the fifteenth (15th) day of each month following that which deductions were made.

Section 6

The Union agrees to indemnify and save the Board, including each individual school board member, and all administrators and supervisors, harmless against any and all claims, demands, costs, 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 Agreement.

ARTICLE III

NON-DISCRIMINATION

Section 1

The Board and the Union both recognize their responsibilities under the Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1

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

(a) Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Board.

(b) Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work, and starting times 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.

(c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the

employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay-off employees so long as such action does not conflict with the seniority and lay-off and recall provisions of this Agreement.

(d) 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 institution of new and/or improved methods or changes therein.

(e) Adopt reasonable rules and regulations.

(f) Determine the number and 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.

(g) Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

(h) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

(i) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

(j) Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE V

VISITATION

Section 1

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 adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE VI

STEWARDS

Section 1

The employees shall be represented by a steward or an alternate who shall be chosen or selected in a manner determined by the employees and the Union.

Section 2

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Board's time or premises.

Section 3

In the event it is necessary for meetings to be held between the steward and the administration, the administration will make itself available to meet after work hours, within five (5) working days, if requested by the steward, or provide time during the normal work hours if it shall not be available during said after-work hours.

ARTICLE VII

SENIORITY

Section 1

A newly hired employee shall be on a probationary status for one (1) year, starting from and including the first day of employment. If any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Board without appeal.

Section 2

Seniority and benefits shall commence from date of employment. However, it is agreed between the parties that benefits will be prorated for any employee who is hired or terminated during a contract year.

Section 3

An agreed to seniority list shall be made available to each employee covered by this Agreement on or before July 1st of each year, if requested by the Union. Such list shall contain date

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

Section 4

If because of a decrease in work or revenue, it becomes necessary to effectuate a decrease in staff during or at the conclusion of the school year, the Board will so advise the affected employees as soon as possible after the necessity for such decrease in staff becomes apparent to the Board. In the event such a reduction becomes necessary, the Board will so advise the employee(s) in the affected positions. The affected employee(s) may exercise their seniority by displacing the lowest senior employee(s) in either classification within the bargaining unit for which they may qualify.

(a) If, during the period when such decrease of staff is in effect, it becomes necessary to fill a permanent vacancy, re-establish a position or add a new position, employees on lay-off shall be recalled, provided the work assignment comes within the area of their qualifications and competencies.

(b) It is understood and agreed that if and when the staff is again increased following such lay-off, employees will be recalled to work assignments in the reverse order of lay-off, insofar as the then current needs at any given time are within their known qualifications and competency.

ARTICLE VIII

VACANCIES AND PROMOTIONS

Section 1

Whenever a vacancy or new position occurs within the bargaining unit, the Board can modify the hours per day and work days per year as set forth in Appendix A. The Board shall notify the Union of the vacancy in writing. Those employees wishing to apply for a vacancy or new position must inform the Superintendent or his designee in writing within five (5) working days.

Section 2

An employee of the bargaining unit may apply for such vacancy provided notification in writing is submitted to the office of the Superintendent within the time limit specified in Section 1. Employees within the bargaining unit shall be given preference in accordance with their seniority, ability and qualifications to perform the work of the position. It shall be understood that part of the consideration and qualifications shall be an ability for working together with mutual rapport.

Section 3

Any employee currently employed within the bargaining unit, when moving from one

classification to another, will be placed on the same step of the salary scale of the new position.

Section 4

A current district employee who is hired from outside the secretarial/clerk bargaining unit will be placed on the next hourly pay step which is greater than their current hourly rate, but the rate of pay shall not be greater than the one (1) year step per Appendix A.

Section 5

An employee hired from outside the district can be given up to one (1) year experience on the salary schedule in Appendix A.

ARTICLE IX

HOURS AND WORK WEEK

Section 1

The normal work day, work week, and work year shall be designated on an individual basis, as outlined in Schedule A.

Section 2

Overtime rates will be paid as follows:

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

(b) Double time (2x) will be paid for all hours worked on Sunday.

(c) No employee shall be required to take time off during the employee's normal work week in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four (24) hour period, or for any hours worked in excess of forty (40) hours in one (1) work week. However, employees working overtime may take the overtime as payment, or they may have the option of using the overtime as compensatory time, providing the time is taken within the same pay period as earned, and further, that scheduling will permit the time off.

Section 3

Each employee covered by this Agreement shall receive a rest period during the first half of the shift, and a rest period during the second half of the shift, not to exceed ten (10) minutes in length for each period.

Section 4 Call Back

(a) Whenever an employee is called into work during the employee's off-work schedule, the employee shall be compensated a minimum of two (2) hours pay at the employee's regular rate of pay.

(b) Whenever an employee is called back to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the other hours worked at the rate of time and one-half (1-1/2), or a minimum of two (2) hours pay at the employee's straight-time hourly rate, whichever is greater.

Section 5

Whenever the words are used in this Agreement, "regularly scheduled working days", they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 6

If an employee of the bargaining unit has complaints in regard to workload, an investigation may be instituted by the Business Agent and the Superintendent or designee in an effort to resolve the complaint.

ARTICLE X

HOLIDAYS

Section 1

The Board will pay all employees their normal work day hours pay for the following holidays (in accordance with Schedule A, Holidays) even though no work is performed by the employees, provided they are scheduled to work during the week in which the holiday falls, and further, that they work their scheduled day before and their scheduled day following the holiday:

New Year's Day
Good Friday
Memorial Day

Fourth of July
Labor Day
Thanksgiving Day
day after Thanksgiving
December 24th
Christmas Day
December 31st

Employees shall be entitled to receive holiday pay according to their holiday schedule, providing the employee is on an authorized leave not to exceed a five (5) working day period in which the holiday falls.

Section 2

Employees required to work on any of the above-named holidays shall be entitled to receive time and one-half (1-1/2) for the hours worked on these holidays.

Section 3

For purposes of clarification of "scheduled day" in Section 1 above, sick leave shall be considered as a work day.

ARTICLE XI

GENERAL

Section 1

The Board shall pay the cost of the employees' required T.B. test, x-ray and physicals, if required by the Board.

Section 2

If employees are authorized to use their personal vehicle for school use, they will be reimbursed at the rate authorized in Board Policy #2500.

Section 3

Copies of this Agreement shall be prepared and the expense shall be borne equally by the Board and the Union.

Section 4

Employees agree to participate in electronic direct deposit of payroll checks.

ARTICLE XII

JURY DUTY

Section 1

If it is necessary for an employee to serve as a juror, *or subpoenaed as a witness, the Board will pay only the difference between the amount received as a juror and the employee's pay that he/she would have forfeited for all time that the employee was required to be on jury duty. It is understood that leave for jury is only for that time when the person is obligated to be at the courthouse, and that upon being released from his/her jury duty obligation, the employee will immediately return to work.

(*Applies if the case is job-related or incident happened while on the job.)

ARTICLE XIII

NON-SCHOOL DAYS

Section 1

Act of God days shall be defined as those days when students are not in session because of conditions not within the control of school authorities, such as severe storms, fires, epidemics or health conditions.

Section 2

In the event that all employees of the district are instructed to stay home due to an emergency, all employees of the Union will be paid.

Section 3

If school is closed because of inclement weather, the following options shall be considered:

- (a) All two hundred fifty (250)-day employees may report to work, providing this meets with the approval of the immediate supervisor, or opt for Section 4 below.
- (b) Employees working less than two hundred fifty (250) days will not report to work

unless instructed by the immediate supervisor.

Section 4

The Board will pay one hundred percent (100%) of the employee's daily wage for three (3) inclement weather days. When an employee reports to work in accordance with Section 3, the employee will receive his/her regular rate of pay for actual hours worked in addition to the one hundred percent (100%) inclement weather pay.

ARTICLE XIV

HEALTH INSURANCE OPTIONS

Section 1

The Board agrees to contribute a monthly subsidy for health insurance/options in amounts as outlined in Section 2 of this Article, and as noted in Appendix A, Schedule A.

Section 2

Premiums will be prorated based upon the hours worked, with a maximum of one thousand five hundred fifty (1,550) hours equaling 1.0.

Section 3

Premiums equivalent to the rates listed in Article XIV, Section 2, may be used for options available through the insurance carrier* for those employees not taking full family insurance. Options as listed by the carrier shall be limited to:

- (a) Hospital Confinement Indemnity Insurance;
- (b) Short-Term Disability Income Insurance;
- (c) Long-Term Disability Income Insurance;
- (d) Supplemental Term Life Insurance;
- (e) Dependent Life Insurance;
- (f) Survivor Income Insurance;
- (g) Annuities;

*Except annuities which may be purchased from carrier as per Board Policy #2500.

Section 4

To be eligible for insurance, the employee must make written application on forms provided by the Board.

Section 5

All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1 Definition

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

Section 2 Step One

An employee having a grievance shall present it orally to the immediate supervisor within five (5) working days of said infraction so that the two parties may discuss the grievance. If the grievance is not settled orally, the grievance shall proceed to Step Two.

Section 3 Step Two

The steward may then, within twenty-four (24) hours, submit the grievance in writing to the administrator. The administrator shall give his/her decision in writing within forty-eight (48) hours of the meeting with the steward and the employee. If the grievance is not settled at this Step, the Board shall be notified within forty-eight (48) hours. If the decision is not acceptable, the grievance shall proceed to Step Three.

Section 4 Step Three

Any appeal of a decision rendered by the administrator shall be presented to the Superintendent within five (5) working days of the receipt of the written decision of the administrator. The appeal shall be in writing, stating the reason or reasons why the decision of the administrator was not satisfactory. The Superintendent or designee shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union. If the grievance has been satisfactorily resolved at this Step, the

Employer shall be notified within forty-eight (48) hours. If the disposition of the grievance is not acceptable, the grievance shall proceed to Step Four.

Section 5 Step Four

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within fifteen (15) calendar days after receipt by the Union of the Board of Education's Step Three answer. If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The fees and expenses of the arbitrator and the American Arbitration Association shall be paid by the party losing the decision as indicated by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 6

Grievances which are not appealed within the time limits specified in the Grievance Procedure shall be considered to be withdrawn by the Union. If the Board fails or neglects to answer a grievance within the time limits specified at the various Steps of the Grievance Procedure, the grievance shall automatically be referred to the next higher Step in the Grievance Procedure.

(a) It is understood and agreed that the time limits specified in this Grievance Procedure may be extended by agreement between the Board and the Union.

(b) It is understood and agreed that any Step of the Grievance Procedure may be waived by agreement between the Board and the Union.

ARTICLE XVI

PAID SICK LEAVE

Section 1

Sick leave shall be granted to employees in case of necessary absence due to personal illness or disability.

(a) In addition, sick leave may be used for illness in the immediate family to include spouse, children, parents, step-parents, step-children, mother-in-law or father-in-law, which necessitates the employee's presence. The purpose of this Section is to provide the employee an

opportunity to care for illness in the immediate family in case of emergency. Unless such illness is serious or critical, the employee is expected to make arrangements for the care of a family member following the first forty-eight (48) hours of such illness. Absences for serious or critical occurrences are limited to fifteen (15) days per year per family member.

(b) Sick leave may be used for doctor and dental appointments for the employee and eligible family members if these appointments cannot be scheduled during free time. Time for these appointments shall be deducted from earned sick leave.

Section 2

The Board may require that an employee who has been absent due to illness in excess of five (5) working days present medical certification of his/her physical and mental ability to continue working. In addition, the Board reserves the right to ask for medical certification whenever the employee's attendance record is of a concern to the Board.

Section 3

Sick leave shall be earned at one (1) day per month worked. Full year employees (two hundred thirty [230] days) will earn twelve (12) days per year. Ten (10) month employees will earn ten (10) days per year. Sick leave will be prorated for employees who are hired or terminate employment during the contract year. Employees will earn sick leave starting at date of hire.

(a) Sick leave will be credited to all employees at the beginning of each contract year. At the end of the contract year (except pursuant to section 5, below), no more than the maximum accumulation of one hundred (100) days will be carried over into the next contract year.

(b) For purposes of bookkeeping, the days will be converted to hours.

(c) Sick leave may be taken in hourly segments.

(d) Employees may use sick leave while on Workers' Compensation, but the employee will not earn sick leave while receiving Workers' Compensation benefits. The employee will be charged sick leave for only that portion which is not paid for by Workers' Compensation.

Section 4

An employee's total sick leave accumulation, including the days granted at the beginning of each school year, is immediately and entirely available for use by the employee. See Section 3 above for restrictions.

Section 5

Unused sick leave shall accumulate to a maximum of one hundred fifty (150) days. Those employees who retire with more than fifteen (15) years seniority shall receive ten dollars (\$10.00) per unused sick day at retirement.

Section 6

If an employee's hours regularly change at certain times during the year (i.e. summer recess) such increase or decrease shall be considered and prorated when computing the amount of sick leave for which the employee is eligible.

Section 7

Each employee will receive on their paychecks by the 1st pay period in September the number of sick leave hours which have been accumulated and the sick leave granted for the forthcoming year to the employee. If a twelve (12) month staff member needs this information prior to that time, they may contact the Central Office to obtain it.

Section 8

An employee shall receive a sixty dollar (\$60.00) bonus if the employee uses no sick leave from the beginning to the end of each contract year.

Section 9

Employees who carry short-term disability may utilize accumulated sick leave days during the waiting period required by the short-term disability program, and may freeze remaining accumulated sick leave days once the waiting period has been satisfied.

Section 10

An employee who is under the care of a physician or is on medication may be required by the Board to have periodic medical checks. A record of these reports will be kept in the Central Office.

ARTICLE XVII

FUNERAL LEAVE

Section 1

Funeral leave shall be granted to the employee, without loss of pay, to attend the funeral of immediate family, relatives, or close friends.

(a) A leave of up to five (5) working days shall be granted for the employee's present spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, step children, step parents, step brother, step sister. The employee will be released from work the first two (2) days. The following three (3) days will be deducted from sick leave.

(b) A leave of one (1) day, deducted from sick leave, shall be granted for other relatives and close friends. A maximum of five (5) days per year is allowed under this Section.

Section 2

Additional time off without pay may be granted on an individual basis.

Section 3

The Board may ask for documentation to support the employee's request for funeral leave.

ARTICLE XVIII

PERSONAL BUSINESS DAYS

Section 1

Employees shall receive two (2) personal business days per year. Approval will be in accordance with the following conditions:

(a) The employee makes application on a form provided by the Board (see Attachment A) five (5) days prior to use of the personal business day. Emergencies will be considered on individual merits by the employee's immediate supervisor.

(b) The day shall not be used the day prior to or the day following a vacation period or holiday. Exceptions may be granted by the immediate supervisor.

(c) Employees do not have to state a reason for the personal business day request.

Section 2

Days may be used in half-hour (½) increments if approved by the immediate supervisor.

Section 3

The supervisor may deny an employee's request for personal business if the employee cannot be spared from work. If such a request is denied, the employee will have the option of rescheduling the day, or being paid at his/her rate of pay or the sub rate, whichever is less. This pay will be in addition to his/her regular pay.

Section 4

At the end of the contract year, unused personal business days will be added to the employee's accumulated sick leave. Employees who have maximum sick leave accumulation will be paid for unused days at their regular daily rate.

ARTICLE XIX

LEAVES OF ABSENCE WITHOUT PAY

Section 1

Leaves of absence without pay and without benefits must be requested in advance and in writing from the employee. In emergency situations, advanced notice may be waived, however, the employee must give notice as soon as possible. The Board may grant extensions, on an individual basis, to any Sections of this Article upon written request by the employee. Leaves beyond one (1) year will freeze the employee's seniority, longevity, and anniversary date.

- (a) Leaves may be granted for:
 - (1) Personal reasons for a period not to exceed thirty (30) days in one (1) school year, providing the employee can be spared from work.
- (b) Leaves shall be granted for:
 - (1) Recovery from personal illness, accident, or Workers' Compensation injury. The Board can require a medical certificate of the necessity and continuance of such absence. The duration of such leave may be limited to a total of one (1) year during a two (2) year period, excluding days the employee was paid.
 - (2) Child care leave of up to one (1) year. Adoption of a child may receive a

similar leave.

- (3) Family and Medical Leave Act (FMLA) of 1993. Currently, a FMLA leave is limited to twelve (12) weeks. Employees may request information on the FMLA from the Board.
- (4) Employees drafted into military service, or for the purpose of fulfilling annual field training obligations in the National Guard or a branch of the Armed Forces Reserves. The employee must make written request for such leave immediately upon receiving their orders to report for such obligation.
- (5) Employees elected or appointed to full-time office in the Union, for the term of such office, which requires the employee's absence from his/her work. The employee shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.
- (6) Employees who enter the military service by draft or enlistment shall be granted a leave of absence for that period, and at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Training Uniformed Service Employment and Re-employment Rights Act and other law(s) then in effect.

Section 2

Employees shall receive health insurance/option money not to exceed thirty (30) calendar days after his/her leave has been exhausted. Health insurance will be extended beyond the thirty (30) days as required by the FMLA.

Section 3

Leaves of absence will not be given for the purpose of enabling the employee to work for another employer, except as authorized in Section 1, subs (4) and (5), or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes thereof may be discharged.

ARTICLE XX

ZIPPER CLAUSE

Section 1

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 all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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, or with respect to any other subject matter not specifically covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

WAGES AND HOURS

Section 1

The job classifications and applicable rates of pay are as set forth in Schedule A, attached hereto, and shall remain in full force and effect for the duration of this Agreement.

Section 2

For the purpose of this Agreement, the week shall be the calendar week and the day shall be the calendar day.

ARTICLE XXII

VACATIONS

Section 1

Permanent, full-time employees within the bargaining unit, who are considered as two hundred fifty (250) day employees, shall receive paid vacation.

Section 2

Employees hired before July 1, 2002:

- (a) Employees shall receive vacation as follows:

| | |
|------------------|---------|
| 1 Year | 5 Days |
| 3 Years | 10 Days |
| 7 Years | 15 Days |
| 11 Years | 16 Days |
| 12 Years | 17 Days |
| 13 Years | 18 Days |
| 14 Years | 19 Days |
| 15 Years or More | 20 Days |

- (b) Vacations are earned in one fiscal year, July 1st through June 30th, and taken the next fiscal year.

Section 3

Employees hired after July 1, 2002 will receive vacation as follows:

- (a) Employees will begin to accrue vacation days at time of hire.
- (b) Vacation will be taken in the same contract year it is earned.
- (c) Employees are entitled to vacation as follows:

| | |
|----------|---------|
| 1 Year | 5 Days |
| 3 Years | 10 Days |
| 7 Years | 15 Days |
| 11 Years | 16 Days |
| 12 Years | 17 Days |
| 13 Years | 18 Days |

| | |
|------------------|---------|
| 14 Years | 19 Days |
| 15 Years or More | 20 Days |

Section 4

During Christmas and spring breaks when employees are not scheduled to work, employees may, with the approval of the Superintendent or designee, work all or part of these breaks, take the time off as vacation, leave without pay, or any combination of these options.

Section 5

Paid vacations shall not be cumulative from year to year, but must be taken during the fiscal year.

(a) The Board shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.

(b) Employees shall be required to submit to the Board a written request indicating their proposed time off for vacation purposes.

Section 6

If an employee quits or is discharged during the contract year, the employee will be entitled to any prorated portion of the vacation pay for which he/she has earned.

ARTICLE XXIII

LABOR/MANAGEMENT COMMITTEE

The parties shall establish a joint Labor/Management Committee for the purpose of improving working conditions and providing the best possible services to the community, parents and children of the school district. The Committee shall not act as a “grievance” committee, but shall offer ideas for improvements to working conditions and procedures, and propose solutions to problems. The Committee shall meet by mutual agreement and as often as necessary. Agendas shall be mutually agreed upon. Any agreed upon actions of the Committee shall be by mutual agreement. The Union shall appoint three (3) members, and the Administration shall have up to an equal number. If meetings are held during the work day, the Union members shall not lose pay.

ARTICLE XXIV

STRIKES AND LOCKOUTS

Section 1

The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Board. The Board agrees that it will not lock out the employees.

Section 2

Any employee, group of employees or Union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Board may be disciplined or discharged within the sole discretion of the Board.

ARTICLE XXV

TERMINATION, CHANGE OR AMENDMENT

Section 1

This Agreement shall become effective on **July 31, 2011**, and remain in full force and effect until **July 31, 2013**. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail sixty (60) days prior to its anniversary date.

Section 2

If neither party gives such notice, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

PAW PAW SCHOOLS:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO**

President

John M. Hamilton,
General Vice President and Business Manager

Steve Minella,
President

Thomas Scott,
Recording-Corresponding Secretary

Date

Date

APPENDIX A

SCHEDULE A

Section 1 Wages

| | 2011/2013 | |
|----------------|-----------|-----------|
| Classification | Clerk | Secretary |
| Step | | |
| Start | \$10.50 | \$12.51 |
| 1 Year | \$10.92 | \$12.98 |
| 2 Years | \$11.59 | \$13.24 |
| 3 Years | \$11.80 | \$13.42 |
| 6 Years | \$11.94 | \$13.56 |

Section 2 Longevity

(a) The following amounts will be added to the third year step in Section 1 after the employee has completed the following years of continuous service in the district:

| | |
|----------|------|
| 5 years | .25 |
| 10 years | .65 |
| 15 years | .85 |
| 20 years | .95 |
| 25 years | 1.10 |
| 30 years | 1.40 |
| 35 years | 1.65 |

(b) Employees with district experience outside the bargaining unit will receive longevity that is added to their current step. (See Article VIII, Section 4)

Section 3 Insurance

For employees working a minimum of 1,330 regular scheduled hours (work days plus paid holidays times the average hours in the workday), the Board will provide ninety (90) percent of the single subscriber health package premium. If either party to this Agreement finds comparable insurance at a lesser cost, the parties may agree to change carriers and/or coverage.

Section 4 Work Year/Option Subsidy

- (a) If annual scheduled hours (work days plus paid holidays times average daily hours) less than 1,330, there shall be no monthly option subsidy;
- (b) If annual scheduled hours are 1,550 or more, the monthly option subsidy will be \$190;
- (c) If annual scheduled hours are between 1,330 and 1,550 hours, the monthly option shall be computed as the expected annual paid hours divided by 1,550 hours times the monthly amount of \$190.

| | Example | Actual |
|--|-----------------|---------------|
| Scheduled work days | 195 days | |
| Plus scheduled vacation/holidays | 8 days | |
| Equals total scheduled days | 203 days | |
| Times average hours per day | 7.5 hours | |
| Equals total scheduled hours in a year | 1,522.5 hours | |
| | | |
| Total scheduled hours (from above) | 1,522.5 hours | |
| Divided by hours to use for amount of option | 1,550 hours | 1,550 hours |
| Equals % to use | 98.23% | |
| Times the monthly option if worked 1,800 hours | \$190.00 | \$190.00 |
| | | |
| Equals the montly option for this assignment | \$186.64 | |

Section 5 Holiday Pay

| Eight (8) | | Nine (9) | Ten (10) |
|------------------------|----------------|-----------------|-----------------|
| Labor Day | December 25 | + December 31 | + July 4 |
| Thanksgiving Day | New Year's Day | | |
| Day after Thanksgiving | Good Friday | | |
| December 24 | Memorial Day | | |