

A G R E E M E N T

between

WHITMORE LAKE PUBLIC SCHOOL DISTRICT

8845 Whitmore Lake Road  
Whitmore Lake, MI 48189

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, MI 48302

CUSTODIAL/MAINTENANCE BARGAINING UNIT

July 1, 2011 through June 30, 2013

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ARTICLE 1  
PURPOSE

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

ARTICLE 2  
UNION RECOGNITION, AGENCY SHOP; CHECK-OFF

A. Recognition

(1). 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 of employment and other conditions of employment.

(2). The term "employee" as used herein shall include all Maintenance and Custodial employees, but excluding supervisors and all other employees.

B. Agency Shop

(1). All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) working days of the effective date of the provision, or within ninety (90) working days of their date of hire by the Board, as a condition of employment, pay the Union a Service Charge in an amount established by the union.

(2). An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of this Article, so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(3). Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within ninety (90) working days from the first day of active employment shall, as a condition of employment, pay a representation fee to the Union, as established by the Union. The representation fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the representation fee from the bargaining unit member's wages and remit same to the Union.

(4). If any provisions of this Article are deemed invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

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

(6). 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 regular monthly service fees.

(7). Indemnity Agreement: In consideration of the Whitmore Lake Public Schools through its Board of Education agreeing to an agency shop clause in the Master Contract, the Union at all times shall indemnify and keep indemnified the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively, and hold and save them harmless from and against any and all actions or causes of action (whether instituted in a court of Law or Equity of an Administrative Agency), claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature including counsel or attorney's fees, which the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively shall or may at any time sustain or incur by reason or in consequence of any action the Whitmore Lake Public Schools through its Board of Education may take in good faith in complying with said Agency Shop Clause or which the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively may sustain or incur in connection with any challenge, investigation, litigation, or other expenditures incident to said Agency Shop Clause, including any suit instituted to enforce the obligations of this agreement of indemnity, and the Union and its members as said Union may from time-to-time be constituted will pay all sums of money, with interest, which the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively shall pay, or cause to be paid, or become liable to pay, on account of or in connection with such Agency Shop Clauses or actions of the Whitmore Lake Public Schools in complying with its terms.

The Union and its members shall make necessary payment to Whitmore Lake Public Schools when the enforcement of the statutory agency shop provisions of this agreement lead to legal action against the Board or its designees.

In complying with this agreement of indemnity, the Union shall have the right to assume the legal defense of any suit or action brought against the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively; the right to decide whether or not to defend any such actions, or whether to appeal the decision of any court or tribunal; the right to choose the legal counsel to defend any such suit or action and the right to compromise or settle any claim made against the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively shall be held absolutely harmless of any loss or liability whatsoever.

C. Check-Off

(1). The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) days of each month, following that month which said deductions were made, together with a listing of each employee, the employee's social security number, and the

amount that is deducted each month, provided, however, that the employee shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.

(2). Such initiation fees, dues or service fees, as and when deducted shall be kept separate from the Board's general fund, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

### ARTICLE 3 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 principles involved in the area 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, religion, sex, age or national origin.

In the event that the employee seeks redress through any other means other than through the grievance procedure, the employee forfeits his right to file or process a grievance under this Article.

### ARTICLE 4 VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises 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, said visitation shall not disrupt orderly operations.

### ARTICLE 5 STEWARDS

(1). The employees will be represented by a Chief Steward and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Board in writing.

(2). Arrangements may be made to allow the Chief Steward or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, and eight (8) hours of paid release time for educational purposes per year upon arrangements being made with his/her immediate supervisor.

(3). The Chief Steward shall be supplied the following information in writing within a newly hired employee's first week of employment: name, date of hire, classification, job location and hours to be worked.

ARTICLE 6  
RIGHTS OF THE BOARD OF EDUCATION

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. 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 therefrom or revisions thereof, 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 the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited by express provisions of this Agreement. 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. Such rights 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 class periods, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, 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, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force 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 the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions.



ARTICLE 7  
SAFETY

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

ARTICLE 8  
JURISDICTION

Employees who are not covered by the terms of this Agreement may temporarily perform work covered by the Agreement only for the purposes of instructional training, substituting for absent employees, experimentation or in cases of emergency.

The Board may utilize temporary non-bargaining unit personnel for grass cutting and marking athletic fields, provided that the use of such personnel shall not cause a reduction in the number of bargaining unit personnel.

ARTICLE 9  
SENIORITY

(1). A newly hired employee shall be on a probationary status for ninety (90) working days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working days 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 or employee. 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 probationary employee shall not have completed their probationary period until these additional days have been worked.

(2). Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

(3). Employees will have lay-off and recall rights for the amount of their seniority or one (1) year, whichever is more. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in another classification provided the senior employee is qualified to hold the position held by the lesser seniority employee.

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

- a. The employee resigns,
- b. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure,
- c. The employee retires.

(5). Seniority shall be frozen within the bargaining unit for an employee who transfers 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 his/her supervisory position.

(6). An agreed to seniority list shall be furnished to the Chief Steward on or about July 15th of each year. Such list shall contain each employee's name, date of hire, job location and classification.

ARTICLE 10  
TRANSFER AND PROMOTIONAL PROCEDURE

A. Vacancies

(1). Notices 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 time in which to make written application to fill the vacancy or new position. The Employer shall post on the employees' bulletin board the name of the successful bidder.

(2). Vacancy postings will minimally contain the following information: (The senior employee making application shall be transferred)

1. The type of work,
2. The starting pay,
3. The rate of pay,
4. The hours to be worked,
5. Classification,
6. Qualifications.

In filling vacancies, the Board agrees to give consideration to work record, work experience, test results where issued, qualifications listed on the job postings, seniority in the bargaining unit, punctuality and attendance record and ability to follow directions, ability to use independent judgement and interpersonal skills.

The most senior employee will not be bypassed for a vacancy absent a showing by the district that the individual granted the position is better qualified based upon the criteria set forth immediately above.

B. Temporary Vacancies

The Board shall have the right to hire a temporary employee for thirty (30) calendar days during the time that an employee who is covered by this Agreement is not on the job for an extended period of time, after the present employees who are not working full time have first been given the opportunity to increase their hours, and such temporary employee shall not be covered under the terms of this Agreement. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular

work assignment. If it is determined that the regular employee will not be returning to the job that job will then be considered vacant, and will be filled as specified in Paragraph A of this Article.

C. Temporary Transfers

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

ARTICLE 11  
NEW JOBS

(1). The Board shall notify the Union in writing when a new or revised job is required during the term of this Agreement. In the event that the new or revised job cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect the new or revised job and a rate of pay for the job in question, and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(2). 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 Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification. The issue may be submitted to the grievance procedure if agreement on the pay rate is not reached. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12  
DISCIPLINE DISCHARGE

(1). Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend him/herself against any and all charges. When the Board feels that disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the occurrence giving rise to the action, or an extension agreed upon by both the Union and Board of Education. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion and/or other disciplinary action are the following: demonstrated poor job performance, dishonesty, drunkenness, drinking on or in the Board's property, insubordination, or willful violation of the Board's rules, which have been made known to the employee.

(2). An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date that such action was taken.

(3). This Article does not apply to probationary employees.

### ARTICLE 13 UNPAID LEAVE OF ABSENCE

(1). 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 has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Board.

(2). Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(3). Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, or parents.

(4). Whenever an employee shall become pregnant she shall by the end of her fourth (4th) month furnish the Board with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement from her physician indicating that she is physically able to return to work.

(5). 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.

(6). 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, or in the event that the employees are ordered to active duty for emergency reasons, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(7). Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence for up to one (1) term of such office or position.

(8). 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 and the approximate length of leave requested to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

(9). An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leaves of absence, and the employee shall be entitled to resume their regular seniority status and all job and recall rights. 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 Employee and the Board.

## ARTICLE 14 GRIEVANCE PROCEDURE

### Definitions

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

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

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

(4). A grievance pertaining to safety hazards may be processed directly to Step Three (3) of the grievance procedure, upon the employee having orally discussed the grievance with the immediate supervisor.

(5). Any employee or Union grievance must be presented for disposition 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 the employee or Union first became aware of the condition giving rise to the grievance. This timeline may be extended by mutual agreement of the Union and the Board of Education. If the grievance is not submitted according to the following parameters it shall not hereafter be considered a grievance under this Agreement.

(6). Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be deemed settled. If the answer to a grievance is not given by the Board within the specified time limits of that step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

Step One.

(1). Any employee having a grievance shall discuss the grievance 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.

Step Two.

(1). 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.

(2). The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

Step Three.

(1). Any appeal of a decision rendered from the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days from the date of receipt of the answer given by the immediate supervisor and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them.

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

Step Four.

(1) Any appeal of a decision rendered from the Superintendent shall be presented in writing to the Board Grievance Committee within five (5) working days of the date of receipt of the decision rendered by the Superintendent, and the Board Grievance Committee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

(2) The Board Grievance Committee shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union or within ten (10) working days from the date of the next regularly scheduled Board of Education meeting.

Step Five.

(1). If the appealing party is not satisfied with the disposition of the grievance by the Board, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board, the grievance must be submitted to arbitration.

(2). The appealing party shall request American Arbitration Association to submit a list of five (5) persons to both parties. The representatives of the Employer and the Union shall return

the list of five (5) persons 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 the listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their individual preference of the arbitrator, by numbering of said arbitrators one (1) through five (5). 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 of the persons on said list. That person shall be accepted by both parties as the Arbitrator.

(3). In the event that neither party returns the listing of arbitrators within the specified time period, the American Arbitration Association shall assign one of the persons on the list as the arbitrator, or in the event that one (1) of the parties fails to return their listing within such time period, the American Arbitration Association shall assign the Arbitrator based on the top preference of the party who did return their listing within the specified time period. In either of these cases, both parties shall accept that person as the Arbitrator.

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

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

(6). 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 discretion for that of the parties hereto.

(7). The fees, expenses and filing fees of the Arbitrator shall be solely borne by the non-prevailing party.

(8). The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

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

## ARTICLE 15 HOURS AND WORK WEEK

### A. Work Week and Day

(1). The regularly scheduled work week for full-time employees shall consist of at least thirty-five (35) hours, beginning at 12:01 a.m. Monday and ending 12:00 hours thereafter.

(2). The normal work day shall be eight (8) consecutive hours, including a one-half (1/2) hour paid lunch period.

B. Overtime Rates will be paid as follows:

Time and one-half (1 ½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one work week, provided such overtime has been properly authorized. The calculation of time worked shall include holidays, pre-approved and scheduled time off, but shall not include sick time. An employee who will be held over from their normal shift shall be given as much advance notice as possible.

C. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, the employees shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of two (2) hours pay at their straight time hourly rate, whichever is greater.

D. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1<sup>st</sup>) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2<sup>nd</sup>) four (4) hours worked per day.

E. Payment of Wages

Each employee covered by this Agreement shall receive their bi-weekly paycheck on Friday of the week such paychecks are issued, with such checks to indicate the employee's hourly rate of pay plus the total number of hours worked for that pay period. The district may require the transmission of payroll through direct deposit.

F. Job Assignments

Each employee covered by this Agreement shall receive a written job assignment schedule. Such schedule may be modified by the Employer to meet the changing needs of the school district. The Employer shall endeavor to equalize job assignments within each classification. When an employee is absent, and other employees must temporarily assume that area in addition to their own, it is understood that the complete job cannot be accomplished. Therefore, priorities shall be bathrooms, waste baskets, and then that general cleaning which can be accomplished.

G. Weekend and Holiday Building Security Check

Each employee shall be provided the opportunity to work weekend and holiday building security checks on a rotating basis.



H. Bus Driving

Maintenance or custodial employees shall not be required to drive a district bus.

ARTICLE 16  
PAID LEAVE

A. Sick Leave

(1). Each employee covered by this Agreement shall accumulate sick leave into their individual single sick leave bank with such days to be earned as follows:

- a. A newly hired employee receives no sick leave days their first six (6) months of employment.
- b. Upon completion of his first six (6) months of employment, the employee shall be granted six (6) sick leave days for his first (1st) year of employment.
- c. All employees covered by this Agreement who have completed one (1) year of service with the Board shall be granted twelve sick leave days per year, each year, with such days to accumulate as specified in paragraph (a) of this section.

Employees with less than 100 accrued sick days as of August 30, 1992, shall be able to accrue a maximum of one-hundred (100) sick leave days. Employees with an accrual in excess of one hundred (100) sick leave days prior to August 30, 1992, shall be able to accrue a maximum of two hundred (200) sick leave days.

(2). Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury.

(3). Employees who are unable to perform their duties because of illness or disability must give proper notification to their supervisor before or at the start of the work day. If an illness or disability extends beyond the first work day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

(4). Upon separation or retirement, the employee shall be paid at the rate of twenty dollars (\$20.00) per day for all of their unused accumulated sick leave days of three (3) or more years of service.

(5). Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about July 1st of each year.

B. Funeral Leave

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren. Additional time off with pay shall be granted when warranted, with such additional days to be deducted from the employee's allowable sick leave bank.

C. Personal Business Days

Each employee covered by this Agreement shall receive two (2) personal leave days per year for the purpose of attending to or caring for personal matters during the course of the year. Only one (1) person shall be allowed to take a personal business day on a given day, with application for such day to be made three (3) days in advance of the date such employee desires such day on forms provided by the Superintendent of Schools. Any unused personal leave days shall be accumulated into the employee's individual single sick leave bank, in addition to their normal accumulation.

D. Emergency School Closing

When schools are closed due to severe weather, the employees shall be expected to report to work if building activities are cancelled for the entire day. Employees requested to come in to work by the Superintendent for school related activities shall do so. In the event that an employee is not able to report to work due to the severe weather conditions, he/she shall notify the supervisor. Such charge shall be against either the employee's personal business or vacation days. No employee shall be required to report for work on days identified by the Michigan State Police as a "Snow Emergency" day.

They shall be paid their normal daily pay for such days. Custodial employees requested to work on snow days will be granted floating time off equal to the amount of time worked to be used later at a mutually agreeable time. Maintenance personnel working a regular shift who may be assisting with snow removal when schools are closed will be granted a floating day off to be used later at a mutually agreeable time.

E. Jury Duty

Employees requested to appear for jury qualification or service 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 jury service. In the event that an employee is subpoenaed as a witness in any case connected with the employee's employment of the school district he/she will be paid his/her full pay, minus witness pay, provided, however, such testimony is not in regards to any judicial or administrative tribunal initiated by the employee and/or in any judicial or administrative tribunal where the District is being sued by the employee and/or Union.

ARTICLE 17  
HOLIDAYS

(1). The Board will pay the normal day's pay for the following holidays for each employee covered by this Agreement, even though no work is performed by the employee.

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Friday prior to Easter*	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day

\*provided school is not in session

(2). Employees required to work on any of the above named holidays shall receive time and one-half (1 1/2) for hours worked, in addition to their regular holiday pay.

(3). When the scheduled holiday falls on a Saturday, the employee shall be granted the Friday prior to the holiday off with pay, or in the event that the scheduled holiday falls on a Sunday, the employee shall be granted the Monday after the holiday off with pay. If either the Friday prior to the holiday, or the Monday after the holiday, are school session days, the employee shall have such day for the holiday added to the employee's earned allowable vacation time.

(4). To qualify for holiday pay, the employee must work the day before and the day after the holiday unless the employee is on scheduled vacation or is excused due to illness.

(5). Employees who work Easter Sunday shall be paid double time for the actual hours worked.

ARTICLE 18  
VACATIONS

(1). Employees shall be placed on the following vacation schedule (provided that no employee shall receive less vacation time than had been earned under the previous schedule):

<u>Year(s) of Service</u>	<u>Vacation with Pay</u>
1	One (1) week
2	Two (2) weeks
5	Three (3) weeks
10	Four (4) weeks
15	Five (5) weeks

(2) Employees who either terminate their employment, or are placed on a leave of absence shall receive pro-rata vacation allowance based upon 1/12th of their vacation pay for each month or major fraction thereof between their anniversary date and their termination date or the date that the employee is placed on leave of absence.

(3). Vacations must be approved in advance and shall be scheduled at times mutually agreeable between the employee and supervisor.

(4). Summer vacations of employees in the district will be limited to two (2) weeks. Employees with over ten (10) years of seniority may take a third (3rd) week during the summer.

(5.) Employees will have the option of selling back up to ½ of the earned vacation time twice annually (the 1<sup>st</sup> pay in December and the last pay in June). Earned vacation time cannot be carried forward into a subsequent fiscal year (July 1 – June 30).

## ARTICLE 19 HEALTH BENEFITS

The Board declares itself the policy holder for all insurance programs. Pursuant to the authority, as set forth in the Michigan School Code, Section 320.632 and 289.1255, the Board agrees to provide the following fringe benefits:

### A. Health Coverage

(1). Upon submission of a written application, the Board shall provide without cost to all full-time employees, the lowest cost single-subscriber plan offered to district employees with an option for employees to pay the premium differential to select another health coverage option and/or to purchase 2 person or full family as offered by the district. Employees enrolled in the plan will pay 10% of the total cost of the health care plan they are enrolled in. This will be deducted automatically in equal amounts from each of twenty-six (26) pays.

(2). Health care protection shall be provided for a full twelve-month period for each employee who completes a full year of employment. If carriers are changed, the district will assure there will be no period without coverage.

(3). Employees electing health care protection with the health carrier are required to submit an affidavit certifying that they are not eligible for coverage under any other group health insurance programs before the health insurance will be provided by the Board.

(4). Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

(5). Changes in family status shall be reported by the employee to the business office within 30 days of such change. The employees shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(6). An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within thirty (30) days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.

- a. Employees eligible for Medicare benefits on and after January 1, 1983, must notify the business office in writing of their primary program election. Employees can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
- b. To the extent permitted by law, premiums for Medicare supplement and Medicare part B premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.
- c. The Board will not be liable for any penalties against the employee by the insurance carrier as the result of his/her election.

(7). The sole authority for the selection of the insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded shall be in compliance with Paragraph A.

(8). The carrier selected shall provide for immediate coverage for employee and eligible dependents as defined above.

(9). In conjunction with a change in the carrier, the carrier selected shall waive the at work requirement for medical coverage for eligible employees and dependents.

(10). To be eligible for the above coverage, employees must be able to perform the "at work requirements" with this employer before benefits are effective.

(11). Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

(12). Provisions for employees working less than full time will apply on an equal ratio basis, provided the employee is scheduled to work twenty (20) or more hours per week.

(13). Employees not electing health insurance shall be eligible to receive an additional \$500 cash-in-lieu of health. In the event 15 or more eligible district employees elect not to enroll in health insurance for the entire fiscal year, the \$500 contribution shall be increased to \$1,750. Cash in lieu of health benefits shall be paid in monthly installments between October and June of each year.

**(14). The Board agrees to allow representation from the Union on a committee to look at possible alternatives to the current health care provider.**

B. Dental Coverage

(1). Upon submission of a written application, the Board shall provide without cost to all full-time employees and their eligible dependents, a dental plan substantially equivalent to the MESSA Dental Plan A with Orthodontic Rider 005. Employees enrolled in the plan will pay ten percent (10%) of the total cost of the dental plan they are enrolled in. This will be deducted automatically in equal amounts from each of twenty-six (26) pays.

(2). The sole authority for the selection of the insurance coverage shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.

(3). Duplicate Coverage:

- a. In the event an employee's spouse is also eligible for the same dental plan pursuant to this Agreement, 100% of the covered dental charges based on reasonable and customary fees shall be paid for each employee and eligible dependent subject to the plan provisions of Paragraph (1) above.
- b. In the event an employee's spouse is also eligible for a group dental plan other than the plan pursuant to this agreement, 50% of the covered dental charges based on reasonable and customary fees shall be paid for each employee and eligible dependent subject to the plan's provisions of Paragraph (1) above.

(4). The dental plan shall be provided for a full twelve month period for each employee who completes a full year of employment.

(5). Employees newly hired by the Board shall be eligible for dental coverage on the first day of the month following the month work commenced.

(6). Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(7). The Board agrees to provide the above mentioned benefit programs within the Underwriting Rules and Regulations as set forth by the carrier(s) in this Agreement held by the policyholder.

(8). To be eligible for the above coverage, employees must be able to perform the "at work requirements" with this employer before benefits are effective.

(9). Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

C. Term Life Insurance

1. Upon submission of a written application, the Board shall provide without cost to all full-time employees term life insurance protection in the amount of \$15,000.00 AD&D that shall be paid to the bargaining unit members' designated beneficiary. The term life insurance program shall also provide:

- (a) In the event of accidental death, an additional amount equal to the face amount of the life insurance policy.
- (b) In the event of dismemberment, a scheduled amount payable according to severity and loss.
- (c) Waiver of premium provision to be provided on the face amount of the life insurance in force.
- (d) The sole authority for the selection of the insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.
- (e) The insurance carrier selected shall provide for immediate coverage for the employees who do not qualify for continuation of coverage with the previous carrier.
- (f) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
- (g) To be eligible for the above coverage, employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- (h) Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

D. Long Term Disability

All bargaining unit members shall be provided with long-term disability insurance coverage to afford the employee protection in the event of protracted illness or disability. The employee shall be insured for 66-2/3% salary to a maximum of \$2,000 per month with a sixty (60) day waiting period. Employees enrolled in the plan will pay 10% of the total cost of the long term disability plan they are enrolled in. This will be deducted automatically in equal amounts from each of the twenty-six (26) pays.

E. Vision Coverage

Paid vision insurance shall be provided through a plan approved by the Board of Education. Employees enrolled in the plan will pay 10% of the total cost of the vision insurance

plan they are enrolled in. This will be deducted automatically in equal amounts from each of twenty-six (26) pays.

ARTICLE 20  
GENERAL

1. Tax Sheltered Annuities

The Board agrees to deduct the premiums for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the designated vendor.

2. Telephone Facilities

Telephone facilities shall be made available. Long distance calls will be by credit card or collect call basis.

3. Parking

Adequate parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their building.

4. Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as credit union, etc.

5. Continuing Education

The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related job training which is of such a nature specifically designed to provide on the job improvement. The district will provide one paid professional development day for all custodial/maintenance staff on a day when school is not in session. The district shall determine the content of the professional development.

6. Physical Examinations

The Board agrees to pay the full cost of any required physical examinations by the Employer's selected physician except for those paid for under the insurance plan.

7. Mileage

Employees who are authorized to use their own personal vehicle for carrying out their job responsibilities for the school system shall be reimbursed for their mileage at the regular rate and



procedure as established by Board Policy, provided such employee does have a valid Michigan driver's license.

8. Supplies

Each employee shall requisition all the required supplies, equipment, or tools for the performance of their job duties in the cleaning and maintaining of their building through the Superintendent or his/her designee.

9. Cell Phones

Maintenance employees shall be granted a fifty-six dollar (\$56.00) taxable allowance monthly for their personal cell phone usage. Employees will provide vendors and staff personnel with their current phone numbers and will be expected to use and answer their phones as indicated.

ARTICLE 21  
CLASSIFICATION AND COMPENSATION

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

ARTICLE 22  
BINDING EFFECTIVE AGREEMENT

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

ARTICLE 23  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 24  
TERMINATION AND MODIFICATION

(a) This Agreement shall become effective on July 1, 2011 and shall continue in full force and effect until June 30, 2013.

(b) If either party desires to terminate this Agreement it shall give written notice of termination ninety (90) calendar days prior to the termination date. 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, except as stipulated by law, thereafter subject to notice of termination of 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 the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part 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, International Union of Operating Engineers, Local #324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI 48302 and if to the Board addressed to Whitmore Lake School District, 8845 Main Street, Whitmore Lake, Michigan 48189, or to any other address the Union or the Board may make available to each other.

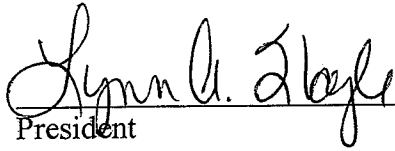
IN WITNESS WHEREOF; the parties hereto have caused this instrument to be executed.

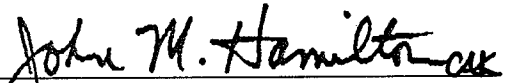
FOR THE BOARD OF EDUCATION:

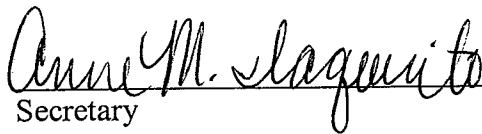
Whitmore Lake School District  
8845 Main Street  
Whitmore Lake, MI 48189

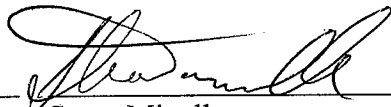
FOR THE UNION:

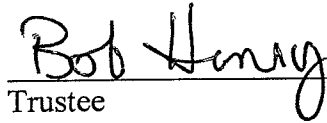
International Union of Operating Engineers  
Local 324 – A, B, C, D, G, H, P,  
RA, S – AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

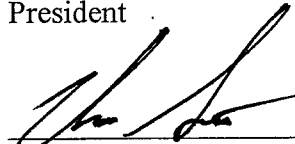
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
John M. Hamilton,  
General Vice President and Business Manager

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Steve Minella,  
President

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Thomas Scott,  
Recording-Corresponding Secretary

## SCHEDULE A

### 2011-2013 Custodial Pay Schedule

Classification	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Custodian Day	14.02	14.87	15.51
Custodian Aft.	14.26	15.10	15.76
Lead Custodian Maintenance Day	15.70	16.65	17.40
Lead Custodian Maintenance Aft	15.94	16.89	17.63
Maintenance	18.90	19.90	20.67
Building & Grounds	12.66	13.42	13.99

2011-2012 – Freeze, steps awarded.  
2012-2013 – Wage Re-Opener

#### LONGEVITY

Longevity will be paid to employees in the amount of Five Hundred (\$500.00) dollars after the completion of:

11 years  
16 years  
21 years  
25 years  
30 years