

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment and to promote proper and peaceful labor relations for the mutual interest of the Employer, the Union and the employees of the Employer. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing the kind of service, care and maintenance of school properties that is acceptable to the school district constituents. To these ends, the Employer, Union and the employees encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

ARTICLE II

UNION, RECOGNITION, UNION SECURITY, CHECK-OFF

2.1 Union Recognition

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

B. The term "employee" as used herein shall include all regularly scheduled cafeteria employees, excluding supervisors as defined in the Act, substitutes, and all other employees.

2.2 Union Security

A. 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) calendar days of the effective date of this provision, or within ninety (90) calendar days of the date of hire by the Board, whichever is later, become members, or in the alternative shall within ninety (90) calendar days of their date of hire by the Board, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees). The Board shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

If any provision of this Article is invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

B. 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.

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

D. Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

E. The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedures to the Employer in the event compliance is not effected.

2.3 Check-Off

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and the Local #547 I.U.O.E. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

2.4 E.P.E.C.

The Board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards. Employees may revoke such contributions upon thirty (30) days notice.

ARTICLE III

NON-DISCRIMINATION

The Employer 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.

ARTICLE IV

VISITATION

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

A Union Representative in violation of this clause may be barred further access to the building.

ARTICLE V

STEWARDS

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

5.2 Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with his supervisor and permission granted.

5.3 The Chief Steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location and shift assignment of a new employee.

ARTICLE VI

BOARD AND ADMINISTRATIVE RIGHTS

6.1 A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the State, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of Bath Community Schools.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.

3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determining the size of the work force and to lay-off employees.

4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.

5. Determine the qualifications of employees, including physical conditions.

6. Determine the policy effecting the selection, testing, or training of employees.

6.2 In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

6.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE VII

JURISDICTION

7.1 Employees of the Employer not covered by the terms of the Agreement, including the director, may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, except that students and the cafeteria supervisor may be used as they historically have been used by the Employer during the food serving time. A cafeteria employee will be on duty when any food service equipment or kitchen facilities are used.

ARTICLE VIII

CONTRACTUAL WORK

8.1 Productivity and Contracting

The Employer and the Union recognize the desirability of providing a hot lunch program for school children of the district and the public's interest in providing such a program at a reasonable cost to the participants. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques, and procedures or to contract or subcontract work as the Employer may determine to be in the best interest of the public and the children affected, provided, however, that the Employer shall not exercise such right for the purpose of undermining the Union or discriminating against any of its members. The Employer shall meet with the Union to ascertain the revenue and deficit position of the school lunch program.

ARTICLE IX

SENIORITY

9.1 A newly hired employee shall be on probationary status for ninety (90) working days. The probationary period shall be 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 day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent, and such employee shall not complete his probationary period until these additional days have been worked. If two (2) or more persons are hired on the same date, their Social Security numbers shall be used, with the lowest number being assigned first to the seniority list.

9.2 Seniority shall be measured from the employee's last date of hire and classification seniority from the date of first service in the classification within the bargaining unit. For the purpose of this section, "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer.

If two (2) or more persons are hired on the same date, their Social Security numbers shall be used, with the lowest number being assigned first to the seniority list.

9.3 After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

9.4 Employment and seniority shall be terminated by one of the following reasons:

- A. Quit;
- B. Discharge for Cause;
- C. Retirement;

D. Continuous lay-off of more than two (2) years unless mutually agreed to by both parties;

E. He/she does not return to work upon being recalled from lay-off by certified mail in three (3) consecutive working days. It shall be the responsibility of the employee to supply the Employer with a current address.

F. Employee's unauthorized absence for three (3) consecutive working days; and,

G. Failure to report for work at termination of a leave of absence, unless an extension is approved by the Employer.

9.5 An employee promoted to a supervisory position shall have ninety (90) days probation. If the employee is deemed unsatisfactory or does not wish to continue in a supervisory capacity, he/she may return to the bargaining unit with full accumulated seniority at any time, up to the expiration of the ninety (90) days.

9.6 Fifteen (15) days after the seniority list is distributed to the employees, the employee may object to any errors in the list. Thereafter the list is considered final and conclusive.

ARTICLE X

LAY-OFF AND RECALL

10.1 Determination and Effect

If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a classification or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any periods of lay-off.

10.2 Notice of Lay-off

The Employer shall give seven (7) calendar days written notice of lay-off to the employee(s) affected.

10.3 Lay-off Procedure

Except as otherwise provided in this Agreement, employees shall be laid off within a classification in the following order:

A. Probationary employees;

B. Employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled lay-off shall have the right to displace an employee with lesser seniority (meaning least senior employee(s) in the same classification or next lower wage-rated classification). An employee's job which is eliminated shall have the same rights as if being laid off.

10.4 Recall Procedure

The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within three (3) days from the date of the mailing of the notice of recall or personal service thereof, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate two (2) years following lay-off, unless mutually agreed to by both parties.

10.5 Seniority

A laid off employee shall neither accrue nor lose seniority during any period of lay-off.

10.6 Change of Address

It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.

ARTICLE XI

NEW JOBS AND VACANCIES

11.1 The Employer shall have the right to establish, evaluate, change and obsolete jobs within the bargaining unit according to the following procedure: when new or changed jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Employer shall place into effect a new classification and pay rate of the job in question and he shall designate the classification and the rate of pay as temporary. The Employer shall notify the Union in writing of any such temporary or new job which has been placed into effect upon the institution of such job.

11.2 The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this thirty (30) calendar period, but not thereafter during the life of this Agreement, the Union may make written request to the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the first day the employee began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Board level of the Grievance Procedure. 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.

11.3 Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Promoted employees shall have a sixty (60) day training period in the new position. During which time, the Employer may return the employee for inability to perform the job, or the employee may return to his/her former position for any reason.

ARTICLE XII

DISCIPLINE/DISCHARGE

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

- A. Unauthorized, excessive absence or tardiness from work;
- B. Conviction of any criminal act or dishonesty;
- C. Conduct unbecoming any employee in public service;
- D. Incompetency or inefficiency;
- E. Insubordination;
- F. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics;
- G. Willful neglect of duty;
- H. Negligence of or willful damage to public property;
- I. Violation of any lawful regulation or orders made by a supervisor.

ARTICLE XIII

CONDITIONS OF EMPLOYMENT

13.1 Health - New Employees ONLY

A. Each new employee shall have on file a health certificate indicating the individual's physical fitness for his duties from a licensed doctor of medicine within thirty (30) days of employment. Employment in any position shall be contingent upon filing this certificate with the Superintendent. Employees will be reimbursed for their examination at the conclusion of a satisfactory probationary period for the usual and normal cost of such examination.

B. All employees shall obtain a tuberculin skin test and/or chest x-ray in accordance with the applicable laws and regulations issued by the State Department of Education.

13.2 Work Year Definition

A. **Full-time:** Employees normally scheduled to work six (6) hours or more per day for forty-eight (48) weeks or more per year.

B. **School-Year:** Employees normally scheduled to work six (6) hours or more per day for at least the regular school year but less than forty-eight (48) weeks.

C. **Regular Part-time:** Employees normally scheduled to work less than six (6) hours per day for at least the regular school year.

D. **Irregular Part-time:** Employees whose work schedules are other than those set forth above.

13.3 Employees shall exercise reasonable care for school materials, equipment and facilities assigned to them.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 Definitions

A. A grievance is defined as a claim by an employee or the Union when there has been a specific violation, misinterpretation, or misapplication of the expressed terms of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but the grievance shall be submitted to the procedures outlined in this Article.

B. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. Failure of the Employer to give a written answer within the specified time limit of that step level shall give the appealing party the right to process the grievance to the next step level of the Grievance Procedure.

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

Step One

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

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

Step Two

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

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

Step Three

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

(b) The Superintendent of Schools 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

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

(b) The Board of Education 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.

Step Five

(a) If the grievance is still unsettled and the Union wishes to carry it further, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.

(b) The appealing party shall request the Michigan Employment Relations Commission 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 Michigan Employment Relations Commission within the specified time period as is furnished to the parties by the Michigan Employment Relations Commission. Each party, upon returning the listing of the potential arbitrators to the Michigan Employment Relations Commission, shall indicate as to their individual preference of the arbitrator by numbering of said arbitrators one (1) through five (5). The Michigan Employment Relations Commission, upon receipt of the returned list 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.

(c) In the event that neither party returns the listing of arbitrators within the specified time period, the Michigan Employment Relations Commission shall assign one (1) 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 the specified time period, the Michigan Employment Relations Commission shall assign the arbitrator based on the highest 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.

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

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

(f) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of the parties hereto.

(g) The fees and expenses of the arbitrator shall be borne by the party whom the decision of the arbitrator is rendered against.

(h) 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.

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

(j) **Exclusions** The Grievance Procedure shall not apply to:

(1) A claim by an employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union is given the opportunity to be present at such adjustment.

(2) The discipline, suspension or discharge of a probationary employee during the probationary period.

(3) Any grievance in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.

(4) The evaluation of an employee shall not be arbitrable.

(k) **Termination of Proceedings** If a grievant shall file a claim before any administrative tribunal, agency or court, the Employer shall have the right to forthwith terminate any further proceedings under this Grievance Procedure if they are still pending.

ARTICLE XV

CONTINUITY OF OPERATING

15.1 The Union and the Board recognize that strikes and other forms of work stoppage by public employees are contrary to law and public policy. The Union and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slow-down or stoppage of work, boycott or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit employee to comply with this Article shall be cause for discipline, including immediate dismissal.

ARTICLE XVI

HOURS AND WORK WEEK

16.1 Regular Work Week and Hours

A. The regularly scheduled work week shall begin at 12:01 a.m. Monday and end one hundred twenty (120) hours thereafter.

B. The normal work day shall be whatever the supervisor shall arrange with the employees each year prior to the opening of school.

16.2 Overtime

Time and one-half (1-1/2X) will be paid for all time over forty (40) hours in one (1) work week.

All hours worked unloading the commodity truck shall be paid at the rate of time and one-half (1-1/2X). Employees shall receive a minimum of one (1) hour's pay for time worked on the commodity truck.

16.3 Rest Period

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day. Six (6) hour employees shall be entitled to two (2) fifteen (15) minute rest periods per work day.

16.4 The work year shall be the number of days equal to the student year, and not to exceed two (2) days prior to the opening of school, for which a lunch program is served. School-year and regular part-time employees shall be entitled to a minimum work year of a regular school year (including holiday pay and inclement weather days).

16.5 An employee who reports for work and is then sent home for lack of work shall be paid one (1) hour's pay.

16.6 If school is closed due to inclement weather, bargaining unit members shall be paid for the first five (5) such occurrences. Thereafter, bargaining unit members shall work such days as rescheduled by the Employer.

ARTICLE XVII

LEAVES WITH PAY

17.1 Sick Leave

Sick leave shall be administered in accordance with the following guidelines:

A. Sick leave may be used for:

1. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by Workers' Compensation. Sick leave may be used for a disability from pregnancy to the extent expressly required by law.

2. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the district.

3. The serious illness of a member of the immediate family. Such leave shall be limited to the use of up to five (5) days from accumulated sick leave and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall mean any person who is a regular member of the employee's household or the spouse, parent, mother-in law, father in law, step parent, child or step child of the employee. Five (5) days per year may be extended by the Superintendent.

B. Each employee covered by this Agreement will be entitled to sick leave accumulation in a single sick leave bank at the rate of one (1) day per month worked with no limit on the maximum accumulation. In order to accumulate a sick leave day an employee must have been paid for sixty percent (60%) of their scheduled working days per month.

C. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an unpaid leave of absence or is absent without authorization.

17.2 Personal Business

Upon the completion of the initial probationary period, each regular employee shall be entitled to receive up to two (2) personal leave days per year with pay, not chargeable to sick leave. Such leave days shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of an employee's duties. It shall not be used for other employment, or for social, recreational, vacation or other similar purposes. Personal business days may be used to attend funerals of close friends and relatives not covered under funeral leave provisions.

A request for a personal leave day shall be made at least three (3) work days in advance, except in the case of an emergency. The Employer may impose reasonable restrictions on any leave requested for a work day immediately before or after a holiday, weekend or vacation.

All requests for personal leave days shall be in writing, shall include the reason therefore, and must be approved by the Central Office.

Personal business days not used during the year credited shall be converted to sick days.

17.3 Funeral Leave

Employees may be granted up to five (5) days per year, but may be extended by the Superintendent, with pay for time lost from work due to the death of the employee's spouse, parent, step-parent, child, step-child, grandparent, brother or sister, step-brother or step-sister, father- or mother-in-law, or brother- or sister-in-law, which days shall not be deductible from the employee's allowable sick leave. If the absence is during a holiday, vacation, or during a period when the employee is not scheduled to work, this section shall not apply.

17.4 Jury Duty

The Employer will pay the difference between regular compensation loss and jury duty pay received from the court, by an employee required to serve as a juror during regularly assigned working time, up to a period of sixty (60) days.

17.5 Workers' Compensation Supplement

An employee absent because of illness or injury compensable under Workers' Compensation law shall receive the difference between Workers' Compensation payments and sick leave benefits provided herein. To the extent the Board pays the employee that portion of his salary which is not reimbursed under the Workers' Compensation law, the amount of such payment shall be charged against the employee's accumulated sick leave credit.

17.6 Notification

A. To be eligible for sick leave, as much advance notice of illness or injury must be given as possible, and in no case less than one (1) hour before the employee's normal starting time. This notice requirement does not apply where the employee becomes ill after beginning work.

B. If an employee is injured on the job, he/she should immediately report such injury to his supervisor, or in no case more than twenty-four (24) hours later. As soon as possible thereafter, the employee must also make a complete injury report to the Superintendent's office.

17.7 Other Leaves

A leave for reasons other than those set forth in this section must be discussed in advance with the Superintendent or his designee. Leaves not specifically defined herein will be handled on a case-by-case basis.

17.8 Verification

The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. Employees using paid leave benefits under false pretenses shall be subject to disciplinary action.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

18.1 A. An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Employer, shall be granted a leave of absence for a period of up to one (1) year, provided the employee notifies the Employer of the necessity therefore, and provided further that the employee supplies the Employer with a statement from a medical or osteopathic doctor of the necessity and length of time for such leave of absence, and for the continuation of such absence when the same is requested by the Employer.

B. 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.

C. Leaves of absence shall be granted up to thirty (30) calendar days for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents living in the same household. The Employer may request medical verification from the family member's physician in order to verify the need for such absence.

D. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

E. An employee who meets all of the requirements here-in-before specified shall be granted a leave of absence without pay. No employee shall accumulate seniority during the leave of absence. The employee shall be entitled to resume their regular seniority status and all job recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when deemed beneficial to the employee and Employer.

F. Before the employee can return from the medical leave, he/she must submit a physician's statement confirming physical ability to perform all the regular and normal duties and functions of the position.

G. Employees are expected to give a minimum of five (5) days notice to the Employer on all leaves over thirty (30) days.

ARTICLE XIX

HOLIDAYS

19.1 Employees shall receive paid holidays in accordance with the following schedule, even though no work is performed by the employee:

A. **School-Year and Regular Part-Time Employees**

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Labor Day	

B. A holiday shall not be observed if it is a school day. An employee shall receive her regular compensation for the above holidays if the employee is not absent the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. If a holiday falls on Saturday, Friday shall be considered as a holiday. If a holiday falls on Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.

C. The employee shall receive his/her regular compensation for the above holidays if the employee works or has an excused absence for the last scheduled work day preceding the holiday or the first scheduled work day subsequent to the holiday. For an employee to have an excused absence the absence must be pre-arranged.

ARTICLE XX

LONGEVITY

20.1 Each school-year and regular part-time employee (working **twenty [20] hours** or more per week) shall receive longevity pay in addition to regular pay in accordance with the following schedule:

Five (5) through ten (10) years	\$250.00
Eleven (11) through fifteen (15) years	\$350.00
Sixteen (16) through twenty (20) years	\$400.00
Twenty-one (21) through twenty-five (25) years	\$450.00
Twenty-six (26) or more years	\$500.00

(above amounts are .25% increase and effective, retroactively, July 1, 2005)

Five (5) through ten (10) years	\$275.00
Eleven (11) through fifteen (15) years	\$375.00
Sixteen (16) through twenty (20) years	\$425.00
Twenty-one (21) through twenty-five (25) years	\$475.00
Twenty-six (26) or more years	\$525.00

(above amounts .125% increase and effective, July 1, 2006)

Eligibility for longevity pay shall be determined by counting the total years of continuous service to the district as of June 30th of each year.

20.2 One-half (1/2) of the amount will be paid to eligible employees in a lump sum on or before December 31st, and the remaining one-half (1/2) on or before June 30th. Longevity is considered part of the Salary Schedule and shall only be paid if the employee is in the employ of the Employer.

ARTICLE XXI

INSURANCE

21.1 Health Insurance

A. Through December 31, 2009, the Board shall make single subscriber premium payments on behalf of school year employees for MESSA TriMed (POS) XVA2. Beginning January 1, 2010, the Board shall make single subscriber premium payments on behalf of school year employees for Blue Cross/Blue Shield Flexible Blue 2 Plan (HSA), with Flexible Blue Rx and Preventive Care. The Flexible Blue Plan includes a \$1,250.00 calendar year deductible. For employees enrolled in the Flexible Blue 2/HSA Plan, the Board shall deposit \$1,250.00 into the employee's Health Savings Account prior to January 1st of each year for the duration of this contract. The employee becomes the owner of the HSA funds upon the Board's deposit. If the deductible amounts should increase because of IRS mandates and/or Blue Cross/Blue Shield changes, the Board will deposit the full deductible amount during the duration of the contract. The Board will pay the HSA/Debit Card administrative fees for all enrolled employees for the term of this contract. Coverage will continue for eligible employees for twelve (12) calendar months, provided the employee remains in the employ of the Employer for the scheduled work period.

B. The monthly premium amounts contributed by the Board for health insurance (as described above) for eligible employees shall be made according to the following schedule:

1. The Board will pay the first five percent (5%) increase in the premium over the previous year.

2. The Board and the employee will share equally any increase in the premium above five percent (5%), and up to twelve percent (12%), over the previous year.

3. The Board will pay any increase in the premium greater than twelve percent (12%) over the previous year.

4. Any increase in the premium paid by the employee in accordance with this section shall be continuing from year to year.

5. Employee payments shall be by payroll deduction, with the option of payment through an approved pre-tax Internal Revenue Code (IRC) Section 125 flexible benefits plan.

C. Such contribution shall begin, in the case of a new employee, at the beginning of the month immediately following completion of the probationary period. The Employer will reimburse a probationary employee who elects to enroll in the plan upon satisfactory completion of the probationary period.

D. A single employee qualifies for individual membership under group health insurance provisions.

E. The above health insurance benefits or coverage will not be provided to an employee and/or his dependents if equivalent benefits or coverage are being provided by another employer, it being the Employer's intention not to duplicate health coverage. For eligible employees who do not elect health insurance coverage, the employee has the option of forty dollars (\$40.00) [pro-rated for workers working more than three (3) hours per/day] to be used in one of the following plans:

- (1) Approved tax deferred annuity;
- (2) Long-term disability;
- (3) Dependent life insurance;
- (4) Vision plan.

If any other bargaining unit receives an increased amount, this Article shall reopen for negotiations on the subject.

21.2 Life Insurance

The Employer will provide, upon satisfactory completion of an employee's probationary period, for each full year or full-time employee(s) only, a ten thousand dollar (\$10,000.00) group term life insurance policy.

21.3 Coverage for Insurance

Coverage for insurance benefits will terminate at the end of the month in which the employee leaves the school district. The Employer agrees to provide the above-mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder. Federal COBRA regulations apply.

ARTICLE XXII

SAFETY PRACTICES

22.1 A. The Employer will take reasonable measures in order to prevent or eliminate any present or potential job hazards which are not recognized as part of the employee's normal job.

B. The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

ARTICLE XXIII

GENERAL

23.1 Bulletin Boards

The Employer will furnish bulletin boards or folders at each of the schools. The boards or folders shall be used only for the following notes:

- A. Recreational and social affairs of the Union;
- B. Union Meetings;
- C. Union Elections;
- D. Reports of the Union;
- E. Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

23.2 Severance Pay

A. Employees who wish to terminate their employment relationship shall give at least two (2) weeks prior written notice. An employee who has completed *five (5) or more years of continuous service (*ten [10] for those hired after August 1, 1980) in the district and who terminates her employment relationship shall receive severance pay in accordance with the following schedule:

- 1. ***School-year Employees:*** Up to one hundred (100) days at twenty-five dollars (\$25.00) per day.
- 2. ***Regular Part-Time:*** Up to one hundred (100) days at twenty-five dollars (\$25.00) multiplied by "P". "P" equals the number of hours regularly worked by the employee per day divided by six (6).

B. No employee shall receive more than two thousand five hundred dollars (\$2,500.00) in severance pay.

23.3 Employees required in the course of their daily assignment to drive their personal automobiles will receive a car allowance at the maximum IRS non-taxable rate per mile. However, this must be with the prior approval of either the employee's immediate supervisor or the Superintendent.

23.4 Management will purchase two (2) cobbler aprons per employee for the 1997-1998 school year and one (1) each year thereafter. Beginning with the 1998-1999 school year, employees will purchase white tops and bottoms of a color mutually agreed upon by the Employer and the Union; a uniform allowance of one hundred dollars (\$100.00) will be provided per employee when receipts are turned in. All new employees will receive two (2) aprons the first year of employment.

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

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

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

24.3 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.

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

ARTICLE XXV

TERMINATION AND MODIFICATION

25.1 A. This Agreement shall continue in full force and effect until **August 31, 2011**.

B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year-to-year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

C. If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P -, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Bath Community Schools, 6175 East Clark Road, P.O. Box 310, Bath, Michigan 48808, or to any other such address the Union or the Employer may make available to each other.

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

BATH COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO

Business Manager

President

Recording-Corresponding Secretary

ARTICLE XXVI

SALARY SCHEDULE AND CLASSIFICATIONS

CAFETERIA WORKER'S SALARY SCHEDULE

NOTE: The following 2009-2010 Salary Schedule represents a one percent (1%) increase over the 2008-2009 Schedule.

2009-2010

	I	II
0-90 Days	\$10.41	\$9.91
91 Days to 1 Year	\$11.14	\$10.42
After 1 Year	\$11.55	\$10.88
After 2 Years	\$11.81	\$11.14
After 3 Years	\$12.39	\$11.68

NOTE: The following 2010-2011 Salary Schedule represents a one percent (1%) increase over the 2009-2010 Schedule.

2010-2011

	I	II
0-90 Days	\$10.51	\$10.01
91 Days to 1 Year	\$11.25	\$10.52
After 1 Year	\$11.67	\$10.99
After 2 Years	\$11.93	\$11.25
After 3 Years	\$12.51	\$11.80

Classifications:

- Class I Employees with primary responsibility for cooking or food preparation and secondary responsibility for serving.

- Class II Employees with primary responsibility for serving or food service assistance and secondary responsibility for food preparation.

MEMO OF UNDERSTANDING
FAMILY SPORTS PASS

The Employer shall issue each employee a family sports pass, at no cost to the employee.

MEMO OF UNDERSTANDING
LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established for the purpose of discussing and resolving issues. The committee shall consist of management representatives selected by the Superintendent, and labor representatives selected by the Union. This committee shall not replace the existing Grievance Procedure. The committee shall meet on a regular basis as determined by the committee members at its first meeting.

AGREEMENT

between

BATH COMMUNITY SCHOOLS

and the

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

**CAFETERIA
BARGAINING UNIT**

SEPTEMBER 1, 2009 - AUGUST 31, 2011

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