

AGREEMENT

between

BATH COMMUNITY SCHOOLS

6175 E. Clark Road  
PO Box 310  
Bath, MI 48808

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive  
Bloomfield Township, MI 48302

CUSTODIAL BARGAINING UNIT

JULY 1, 2012 - JUNE 30, 2013

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## **ARTICLE I**

### **PURPOSE**

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly 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 full-time and regularly scheduled part-time custodial/maintenance and custodial/utility employees (excluding supervisors and all others) who are regularly scheduled to work at least twenty (20) hours per week.

#### **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.

### 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 #324 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications 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 #324 of the International Union of Operating Engineers, AFL-CIO.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

3.1 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**

4.1 Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for 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 (1) chief steward and designated assistant steward, whose identity shall be made known to the Employer immediately, and in writing.

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/her 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, classification, job location and shift assignment of a new employee.

5.4 For the purposes of lay-off and recall, the chief steward shall hold top seniority, only for the duration of his/her term of office.

## 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, determine 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 affecting 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 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 A. 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 Constitution and laws of the United States.



## **ARTICLE VII**

### **JURISDICTION**

7.1 Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, except for the work that has been historically performed during the spring, summer and Christmas vacation periods of the year by temporary personnel. Non-bargaining unit personnel shall not be used to replace, displace or reduce the hours of the work performed by regular employees, except as authorized by state law.

## **ARTICLE VIII**

### **CONTRACTUAL WORK**

8.1 The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement, except as authorized by state law.

## **ARTICLE IX**

### **SENIORITY**

9.1 A newly-hired employee shall be on probationary status for ninety (90) working days. The probationary period shall be (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/she 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/her 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.

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 one (1) year;

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;

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. After the ninety (90) days, seniority shall be frozen in the bargaining unit. An employee may only return to a vacant position.

9.6 An agreed to seniority list shall be furnished upon request to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

## 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 period of lay-off

#### 10.2 Notice of Lay-off

The Employer shall give fourteen (14) 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 a lesser seniority person in the same classification or in a lower classification, provided a more senior employee is qualified and physically able to perform the duties of the position. 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 and physically able 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/her employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate one (1) years following lay-off.

#### 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, and as it appears on the Employer's record shall be conclusive.

**ARTICLE XI**

**TRANSFER AND PROMOTIONAL PROCEDURE**

11.1 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 fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she is most qualified and physically able 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.

11.2 After the third (3rd) day, any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either 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.

11.3 Temporary transfers shall be for a period of no longer than sixty (60) days, except in the event that both parties mutually agree to an extension of the sixty (60) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

11.4 If for any reason the employee does not stay in that position, within one (1) pay period they shall be allowed to return to their former position.

11.5 When an employee promotes to a higher paying job they shall go to the next highest rate above their current rate (which includes shift premium).

## **ARTICLE XII**

### **NEW JOBS**

12.1 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 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.

12.2 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 day 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 mediation with MERC.

## **ARTICLE XIII**

### **DISCIPLINE/DISCHARGE**

13.1 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. At the employee's request, a steward shall be present before any discipline meeting with supervision proceeds. 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. Commission of any criminal act or dishonesty;
- C. Conduct unbecoming any employee in public service;
- D. Harassment or abuse of students or coworkers;
- E. Incompetency or inefficiency;
- F. Insubordination;

G. 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, or abuse of prescription drugs;

H. Willful neglect of duty;

I. Negligence of or willful damage to public property;

J. Violation of any lawful regulation or orders made by a supervisor;

K. Excessive absenteeism or falsification of time records.

13.2 The district may not rely on prior reprimands more than four (4) years old for the purposes of progressive discipline, however, suspension may be relied upon.

## ARTICLE XIV

### CONDITIONS OF EMPLOYMENT

#### 14.1 Health - New Employees Only

A. Each new employee shall have on file a health certificate indicating the individual's physical fitness for his/her 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.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### 15.1 Definitions

A. A grievance is defined as a claim by an employee or the Union that 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. For the purpose of processing grievances, days shall be defined as calendar work days, excluding Saturday, Sundays, and non-working holidays.

## 15.2 **Procedures**

A. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.

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 (5) five working days of the occurrence of the conditions 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/her decision in writing relative to the grievance within five (5) working days of his/her 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/her 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.

(c) The grievance may not be amended after the Superintendent's decision.

### **Step Four**

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Personnel Committee of 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 Committee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

(b) The Board 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.

### **Step Five**

Upon receipt of the Board of Education's Personnel Committee decision, the Union may elect to appeal the grievance to the Full Board. The Full Board, at its option, may elect not to hear the appeal. In any event, the Union may proceed to Step Six.

### **Step Six**

(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 Committee, the grievance may be submitted to arbitration.

(b) The appealing party shall request the Michigan Employment Relations Commission to submit a list of arbitrators. The representatives of the Employer and the Union shall return the list to the designated mailing address of the Michigan Employment Relations Commission within the specified time period. 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, and the hearing shall then be held in accordance with the published rules of the Michigan Employment Relations Commission.

(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 the Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her 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/her 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/her 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.

(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.
- (5) Prohibited subjects of bargaining.

(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 XVI

### **HOURS AND WORK WEEK**

#### 16.1 **Regular Work Week and Hours**

A. The normal regularly scheduled work week shall consist of forty (40) hours in five (5) consecutive work days.

#### 16.2 **Work Year Definition**

A. ***Full-time:*** Employees normally scheduled to work seven (7) hours or more per day.

B. ***Part-Time:*** Employees normally scheduled to work less than seven (7) hours or more per day.

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

#### 16.4 **Overtime and Premium Pay**

A. Employees will be paid double (2X) their regular hourly rate for any holiday work.

B. Time and one-half (1-1/2X) will be paid for all hours worked over forty (40) hours in a work week, or more than eight (8) hours in a twenty-four (24) hour period when an eight (8) hour workday is the normal workday or the sixth (6th) scheduled work day in a work week. Double time (2X) will be paid for all hours worked on Sunday, if not part of the regularly scheduled hours, and if the employee has worked at least thirty-two (32) hours in a work week. If the employee has worked less than thirty-two (32) hours in the preceding work week, time and one-half (1-1/2X) will be paid for all hours worked on Sunday.

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

#### 16.5 **Call Back and Weekend Building Checks**

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2X) his/her regular rate, or a minimum of two (2) hours pay at his/her straight-time hourly rate, whichever is greater. Building checks shall be made by the maintenance or maintenance custodian, on a rotating basis, during the winter months if no employee is scheduled to work the weekends. The maintenance or maintenance custodian on weekend building checks shall check all three (3) buildings. The maintenance custodian shall be paid four (4) hours at their regular rate of pay, or time and one-half (1-1/2X) their regular rate for all hours actually worked in excess of forty (40) hours.

#### 16.6 **Rest Periods/Lunch**

Employees who work four (4) to six (6) hours will receive a fifteen (15) minute break; six (6) or more hours shall receive two (2) fifteen (15) minute breaks; and seven (7) or more hours shall receive a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute breaks. Should an emergency occur during the rest period, the employee shall take time upon return from the emergency.

#### 16.7 **Distribution of Overtime**

A. If requested to work an employee will normally do so unless he/she is excused by his/her supervisor. The Employer will give employees three (3) days advance notice, whenever possible, of overtime assignments.

B. Overtime shall be divided and rotated as equally as possible within the building, then bargaining unit, according to seniority, and among those employees who regularly perform such work.

C. The Employer shall go through the list once, and then the overtime shall become mandatory.

## ARTICLE XVII

### LEAVES WITH PAY

#### 17.1 Sick Leave

Sick leave shall be administered in accordance with the following guidelines and may be used in one (1) hour increments. When a sick day is used, the employee will fill out the proper form.

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 resulting 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 or child of the employee.

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 similar purposes. Personal business days may be used to attend funerals of close friends and relatives not covered under funeral leave provisions. One (1) of these personal days per year will accumulate in the same manner as the sick days.

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.

### 17.3 **Funeral Leave**

Employees may be granted up to five (5) days per year with pay for time lost from work due to the death of the employee's spouse, child, parent, grandparent, brother or sister, or father- or mother-in-law; "step" relationships shall also be included. 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. Additional days, deducted from the employee's personal business bank, will be approved upon request when necessary for travel. Exceptions can be made by the Superintendent for extra days to be taken from sick leave bank for unusual circumstances.

### 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. If the employee is released early from jury duty, the employee shall contact their supervisor to determine whether to return to work.

### 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/her salary which is not reimbursed under the Workers' Compensation laws, the amount of such payments shall be charged against the employee's accumulated sick leave credit. An employee absent due to such an illness/injury shall continue to receive health insurance benefits for up to one (1) year, or until qualified for medicare/medicaid, whichever comes first.

### 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 employee becomes ill after beginning work.

B. If an employee is injured on the job, he/she should immediately report such injury to his/her 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/her 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.

17.9 Leave pay shall be prorated based upon the employee's regularly scheduled work hours.

**ARTICLE XVIII**

**UNPAID LEAVES OF ABSENCE**

A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and 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. Upon the request of the employee, a leave under this provision may be extended, up to a maximum of one (1) year, with the approval of 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. Subject to FMLA, leaves of absence shall be granted up to sixty (60) 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 hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leave 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 Employer for reasons other than those listed above when they are deemed beneficial to the employee and the 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. Any employee in the bargaining unit elected or appointed to a position or office in the Union, whose duties require their absence from work, shall be granted an unpaid leave of absence for the duration of said office or position, not to exceed two (2) weeks in any one (1) calendar year.

H. Employees who, on their own volition, fail to return following FMLA leave shall reimburse the district paid insurance.

## **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:

Day before New Year's	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day

19.2 When the holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If either Friday prior to the holiday or the Monday after the holiday are school session days, the employee would then receive a day off with pay at a later date that is mutually agreeable to the employee and the Employer.

19.3 Employees required to work on any of the above-named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

19.4 Employees off sick on the last scheduled work day before or the first scheduled work day after the holiday may be required to submit medical proof of illness to receive holiday pay. An unexcused absence before or after the holiday would eliminate the holiday pay.

19.5 Employees scheduled to work and off sick on the holiday may be required to submit medical

proof of illness to receive holiday pay.

19.6 If an employee is on vacation on any of the above-named holidays, he/she shall receive an additional day's pay, or be entitled to an additional day off with pay at a mutually agreed upon time for the holiday.

**ARTICLE XX**

**LONGEVITY**

20.1 Each full-time employee shall receive longevity pay in addition to regular pay in accordance with the following schedule:

<i>Years of Service</i>	
Five (5) Years	\$418.00
Ten (10) Years	\$518.00
Fifteen (15) Years	\$618.00
Twenty (20) Years	\$718.00
Twenty-five (25) Years	\$818.00

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 The eligible employee will be paid the specified amount in a pay period no later than the second (2nd) pay period in July.

20.3 Longevity shall only be paid if the employee is in the District's employ as of June 30th.

20.4 Employees who work less than full-time shall receive longevity on a prorated basis according to the number of hours scheduled per day.



## ARTICLE XXI

### INSURANCE

#### 21.1 Health Insurance

The Employer shall make a flat monthly contribution payment for each full time employee working under the terms of this agreement. Payment shall be due no later than the last day of the month, two months prior to the month for which coverage applies. (In most cases, 31 days prior to the coverage month).

The monthly contribution payment must be sent to: Operating Engineers' Local 324 Health Care Plan – 500 Hulet Drive, Bloomfield Township, MI 48302.

Should an employee, on whose behalf payment is made, leave the company for any reason before the first day of the next month, the employer shall notify the Health Care Plan Office within three (3) business days (unless there are not three (3) business days left in the month, then the Employer must notify the Health Care Plan Office immediately). The Employer would then receive a full refund of the payment, and coverage for the employee would be terminated.

The Employer shall report and pay the monthly contribution payment for all new full time hires or employees recalled from layoff within three (3) BUSINESS DAYS. Coverage will commence on the first day of the month as long as the employer has paid the required monthly contribution.

Full monthly contribution payments must be made regardless of the amount of time an employee works. Partial payments or prorated payments are not permitted.

The payment rate schedule is as follows.

July 1, 2012 – June 30, 2013: \$999.60 per month

The Trust Agreement establishing such Plan, together with any insurance or related agreements approved by a majority of the Trustees, shall become a part of this Agreement by reference. The Employer shall be bound by the Trust Agreement and any amendments, rules, regulations and other requirements relating to the Health Care Plan, not in conflict with the terms of this collective bargaining Agreement, established by the Trustees of such Plan.

Such contribution shall begin, in the case of new employees, 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.

21.2 **Life Insurance**

The Employer will provide, upon satisfactory completion of an employee's probationary period, for each full-time employee, a twenty-five thousand dollar (\$25,000.00) group term-life insurance policy.

21.3 **Dental Insurance**

The Employer shall provide dental insurance as provided under the health plan.

21.4 **Coverage for Insurance**

Coverage for insurance benefits will terminate at the end of the month in which the employee leaves the school district.

21.5 **Vision Insurance**

The Employer shall provide for each member and their dependents optical insurance provided in the ADN Vision Plan.

21.6 **Premium Sharing**

Employees will contribute to the district, via payroll deduction, an amount equal to twenty percent (20%) of the total monthly premium for the benefits listed in this Article.

**ARTICLE XXII**

**VACATIONS**

22.1 **General Conditions**

A. Vacation days earned during the fiscal year beginning July 1st and ending June 30th must be taken during the fiscal year, and they will be prorated for the employee should they use them throughout the school year.

B. Vacation pay will be paid on the regular pay day for the period during which the employee is on vacation.

C. Vacation pay will be computed on the basis of the employee's regular pay.

**22.2 Vacation Days**

Each employee shall be entitled to have vacation with pay each year at a time mutually agreeable to the employee and the Employer in accordance with the following schedule:

<b>Years of Service Completed as of July 1<sup>st</sup></b>	<b>Vacation Days <u>Full Time</u></b>	<b><u>Regular Part Time</u></b>
More than one (1) year, but less than four (4) continuous years of service	Ten (10) work days	Five (5) work days
Four (4) years, but less than ten (10) continuous years of service	Fifteen (15) work days	Ten (10) work days
Ten (10) or more continuous years of service	Twenty (20) work days	Fifteen (15) work days

22.3 Employees who have not completed a full year of employment as of July 1st, and who are still employed in the employment of the school district on July 1st, are entitled to a pro-rata portion of a first-year vacation benefit based upon the percentage of the year employed.

22.4 To be eligible for a full vacation, an employee must have worked or been compensated for a minimum of eighty percent (80%) of his/her regularly scheduled working hours.

22.5 Employees terminating employment, or failing to qualify for a full vacation, shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay each month or major fraction thereof for vacation earned between July 1st and June 30th.

22.6 Employees shall be paid in full for all unused accumulated vacation upon separation or retirement.

22.7 Regularly scheduled part-time employees shall receive vacation on a prorated basis according to the number of hours scheduled per day.

## ARTICLE XXIII

### SAFETY PRACTICES

23.1 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 employees.

## ARTICLE XXIV

### GENERAL

#### 24.1 Bulletin Boards

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

- A. Recreational and social affairs of the Union;
- B. Union meetings;
- C. Union elections;
- D. Reports of the Union;
- E. Rulings 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.

## 24.2 Inclement Weather Days

Reporting on inclement weather days shall be at the discretion of the supervisor.

A. Should an employee be unable to report and the absence is approved by the supervisor, the employee will receive compensation for the scheduled work hours.

B. Employees that do report to work, as required by the supervisor, shall receive one-half (1/2) day of vacation allowance per occurrence with a maximum of two (2) days accumulation per year, to be used in the summer.

C. In the event the employee(s) is notified NOT to report to work or sent home early on said days, the employee(s) shall be paid their normal day's wage.

## 24.3 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 ten (10) or more years of continuous service in the district, and who terminates his/her employment relationship, or upon the death of an eligible employee, to the employee's estate, shall receive severance pay (unused sick leave accumulation) in accordance with the following schedule: (the terms of this section do not apply to an employee terminated for just cause)

1. **Full-time employees:** Up to eight hundred (800) hours at five dollars and 75/100 (\$5.75) per hour.

3. **Regular part-time employees:** Up to five hundred (500) hours at five dollars and 75/100 (\$5.75) per hour.

Part-time employees with twenty-five (25) years of service as of July 1, 2012 will receive five dollars and 75/100 (\$5.75) for up to eight hundred (800) hours.

B. No employee shall receive more than four thousand six hundred dollars (\$4,600.00) in severance pay.

## 24.4 Maintenance of Conditions

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.

24.5 If, in the performance of regular or assigned duties an employee, without negligence on his/her part, shall suffer damage to clothing or other personal property (minimum of \$5.00), the

Board shall make reimbursement for such loss. The supervisor and steward shall meet with the employee to discuss the loss. Recommendation for reimbursement shall be submitted to the Superintendent. The reimbursement shall not exceed the actual cash value at the time of loss, with a maximum of one hundred dollars (\$100.00).

## ARTICLE XXV

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- 25.1 This Agreement shall be binding upon the parties hereto, their successors and assigns.
- 25.2 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Employer unless executed in writing between the parties and the same has been ratified by the Union.
- 25.3 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.
- 25.4 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.
- 25.5 Emergency Financial Manager

If an Emergency Financial Manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

## ARTICLE XXVI

### TERMINATION AND MODIFICATION

- 26.1 A. Effective date of this Agreement is **July 1, 2012**, and shall continue in full force and effect until **June 30, 2013**.
- 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.

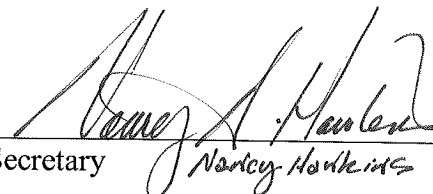
D. Notice of termination or modification shall be made in writing and shall be sufficient if sent by **Certified Mail** to the Union, The International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI 48302, and if to the Employer, addressed to Bath Community Schools, 6175 E. 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  
BOARD OF EDUCATION**


  
\_\_\_\_\_  
President Samuel Bacheloiz

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary Nancy Hawkins

11-7-12  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording-Corresponding Secretary

\_\_\_\_\_  
Date

JM/mrb  
Bath School Custodians 2012-2013.doc  
9/25/2012



**ARTICLE XXVII**

**SALARY SCHEDULE AND CLASSIFICATIONS**

**2012-2013**

	<b>Maintenance I</b>	<b>Custodial/Maintenance II</b>		<b>Custodian III</b>
		<b>Current Employees</b>	<b>New Hires</b>	
0-90 Days	\$15.84	\$14.45	\$13.05	\$10.76
91 Days to 1 Year	\$16.25	\$14.93	\$13.53	\$11.06
After 1 Year	\$16.53	\$15.26	\$13.86	\$11.41
After 2 Years	\$16.86	\$15.58	\$14.18	\$11.72
After 3 Years	\$17.75	\$16.40	\$15.00	\$12.40

**Shift Premium:** Twenty cents (\$.20) per hour.

A night shift premium shall be paid for all hours actually worked by an employee on a regularly scheduled shift which begins after 3:00 p.m. each day. An employee must be scheduled to work at least four (4) hours to earn the shift premium.

**Classifications:**

Class I	Maintenance Custodian
Class II	Day or Night Custodian
Class III	General Cleaning

The employees' years of service, for the purpose of wage increases, shall be examined twice per year to determine if the employee has the year of service necessary to move to the next step in the Wage Schedule. The first examination shall take place on January 1st and the second on July 1st of each year. Once it is determined that the employee has enough time accrued to progress up the pay scale, the wage increase shall become effective on the date of the examination (January 1st or July 1st).