

# **AGREEMENT**

*between*

**POTTERVILLE PUBLIC SCHOOLS**

*and the*

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

**CUSTODIAL-MAINTENANCE BARGAINING UNIT**

**JULY 1, 2012 - JUNE 30, 2015**

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**AGREEMENT** between **THE POTTERVILLE PUBLIC SCHOOLS**, hereinafter referred to as the "**Employer**", and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**, hereinafter referred to as the "**Union**"

## **ARTICLE I**

### **PURPOSE**

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

## **ARTICLE II**

### **UNION RECOGNITION, UNION SECURITY AND CHECK OFF**

#### **Section 1. Union Recognition**

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

(B) The term "employee" as used herein shall include all custodian/crew leaders, custodians, utility/maintenance personnel, and any temporary help working regularly at least twenty (20) hours per week for the Employer. Substitute, summer, co-op, DSS, or other similar donated services by temporary workers shall be excluded from the terms and conditions of this Agreement.

#### **Section 2. Agency Shop Clause**

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 thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, 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 Employer 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) calendar days in arrears of payment of such dues (or fees).

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.

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 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.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.

### **Section 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 fees 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 have 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 each 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, I.U.O.E. 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 of Union dues or service fees, together with the copy of such authorization from Local 324 of the International Union of Operating Engineers, AFL-CIO.

**Section 4. Save Harmless Clause**

The Union agrees that in the event of litigation against the Board, its agents or employees, arising out of the provisions of Article II of this Contract, the Union agrees to indemnify and save the Employer, its agents or employees, harmless against any and all claims, suits or other forms of liabilities arising out of the Employer's compliance with this Article of the Agreement.

**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, marital status, or national origin.

**ARTICLE IV**

**VISITATION**

Upon request by the Union and the presentation of proper credentials to the Director of Building/Grounds or the business office, officers or accredited representatives of the Union shall be admitted into the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations or inhibit employees from doing their work.

**ARTICLE V**

**STEWARDS**

(A) The Employees shall be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be known to the Employer in writing until changed.

(B) Arrangements will be made to allow the Chief Steward time off without pay for the purpose of investigation of grievances and to attend grievance meetings, after arrangements have been made with the Superintendent and the Director of Building/Grounds.

## **ARTICLE VI**

### **SAFETY PRACTICES**

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

## **ARTICLE VII**

### **JURISDICTION**

Employees 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. This clause shall not limit the Employer's right to hire substitute, temporary, summer and co-op students, and to utilize donated services of agencies (i.e., CETA, DSS, MJC), as long as their service does not cause a full-time regular employee to be laid off or reduced in time.

## **ARTICLE VIII**

### **CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, 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.

## **ARTICLE IX**

### **SENIORITY**

(A) A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.



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

(1) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to do the work. An employee covered by this Agreement shall cease to have seniority, and shall have his named removed from the seniority list, in the event:

- (a) The employee is discharged for cause and is not reinstated through the Grievance Procedure;
- (b) The employee retires;
- (c) The employee quits;
- (d) The employee is laid off for a period of three (3) years, or the length of his/her seniority, whichever is less;
- (e) The employee accepts employment elsewhere while on a leave of absence, or is self-employed for the purpose of making a profit during a leave of absence, where such employment or self-employment is inconsistent with the reason for which the leave of absence was granted;
- (f) The employee fails to report for work on the first (1<sup>st</sup>) working day after expiration of a leave of absence without a reasonable excuse acceptable to the Employer;
- (g) The employee fails to report for work following a lay-off within three (3) working days after he is notified to do so - in person, by telephone, or by telegram, or by certified or registered mail, sent to his address of record with the Employer. It shall be the obligation of the employee to supply the Employer with a current address and telephone number, if there is one;
- (h) The employee is absent for one (1) day without notifying the Employer, and/or without a good and sufficient reason;
- (i) The employee is on sick leave or absence for a period of three (3) years, or the length of his seniority, whichever is shorter.

(C) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's job location, classification, classification seniority date and accumulated sick leave. Seniority in classification shall be as of date of entry into the classification.

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

## **ARTICLE X**

### **TRANSFER AND PROMOTIONAL PROCEDURE**

(A) 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 may 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 place of work, the starting date, the rate of pay, the hours to be worked, and the classification.

(B) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher.

(C) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

(D) In the event that the administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting shall be scheduled between the Union and the Employer in order to review the reasons and arrive at a decision. In the event that the parties are unable to satisfactorily resolve the dispute, the affected employee shall be notified in writing by the Employer as to the reason or reasons why he was not granted the job position, with the employee having the right to file a grievance under the Grievance Procedure if he feels that the reason or reasons that are given by the Employer are not proper.

## **ARTICLE XI**

### **NEW JOBS**

(A) When new jobs are placed in operation during the term of this Agreement, and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union, in writing, of any such temporary job which has been placed into effect upon the institution of such job.

(B) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter after during the life of this Agreement, the Union may request, in writing, to the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. 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 Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

## **ARTICLE XII**

### **DISCIPLINE DISCHARGE**

(A) When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

(B) Any employee who is discharged or disciplined shall be given written notice, specifying the reason or reasons for the discharge or discipline, with the employee having the right to grieve such action.

(C) Employees shall be subject to immediate dismissal for any of the following reasons: drinking or drunkenness, dishonesty, insubordination, convicted of a felony, under the influence of drugs, falsification of records, or willful violation of sexual harassment rules or any other employee rules or Board policies.

**(D) Resignation**

(1) Any employee desiring to resign shall file a letter of resignation with the Business Office at least ten (10) working days prior to the effective date.

(2) Any employee who resigns from a position in the manner described in paragraph one (1) above, maintains the right to earned vacation time.

**ARTICLE XIII**

**LEAVES OF ABSENCE**

(A) An employee who, because of illness or accident which is non-compensable under Workmen's Compensation Law, is physically unable to report for work, shall be granted a leave of absence for a reasonable period of time, not to exceed one (1) year, provided, he promptly notifies the Employer of the necessity therefore, and provided further, that he supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion.

(B) Leaves of absence shall be granted for a reasonable period of time, not to exceed one (1) year, for prolonged serious illness in the employee's immediate family, which illness requires the employee's care and attendance. "Immediate family" shall be defined as the employee's spouse, children or parents when living with the employee. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion.

(C) Leaves of absence shall be granted for a reasonable period of time, not to exceed one (1) year, for training related to an employee's regular duties in an approved educational institution. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion.

(D) Whenever an employee shall become pregnant she shall, by the end of her fourth (4th) month, furnish the Employer with a certificate from her physician stating the approximate date of delivery, and any restrictions on the nature of work that she may be able to do, and the length of time that she may continue to work. She shall be allowed to work until her physician would determine that she must interrupt her employment. When her physician so indicates, she shall at that time be granted a leave of absence. Normally, an employee shall be expected to return to work three (3) months after delivery unless a doctor's statement is furnished to the Employer establishing the fact that she is not able to work.

(E) The reinstatement rights of any employee who enters the military service of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(F) Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

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

(H) 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.

(I) An employee who meets all of the requirements as hereinbefore specified shall be granted leave of absence without pay, and he shall accumulate seniority for purposes other than longevity pay during his leave of absence, and shall be entitled to resume his 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 Employer and the employee.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **(A) Definition**

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

(2) The time elements in the steps can be shortened or extended upon mutual agreement between the parties.

(3) Working days shall be defined as those days that the Supervisor is available to receive the grievance.

(4) A grievance concerning alleged safety hazards may be processed directly to Step Three of the Grievance Procedure.

(5) Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure in 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 first became aware of the condition 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.

**(B) Step One**

(1) Any employee having a grievance shall discuss the grievance informally with the Director of Building/Grounds, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.

(2) The Steward may then submit the grievance in writing to the Director of Building/Grounds stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Steward shall sign the grievance.

**Step Two**

(1) The Steward shall meet with the Director of Building/Grounds to discuss the grievance within five (5) working days of its written submission to the Director.

(2) The Director shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the Steward.

(3) If the decision of the Director of Building/Grounds is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

**Step Three**

(1) Any appeal of a decision rendered by the Director of Building/Grounds shall be presented to the Superintendent of Schools within five (5) working days, and the Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Director was not satisfactory.

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

#### **Step Four**

(1) If the decision of the Superintendent of Schools is unsatisfactory, an appeal must be presented, in writing, within five (5) working days of receipt of the decision of the Superintendent of Schools, to the Board of Education.

(2) The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(3) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) calendar days from the date of receipt of the appeal.

(4) The Board of Education shall give their decision, in writing, relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.

#### **Step Five**

(1) If the grievance is not settled at the Board level, the Union may submit it to arbitration, to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal shall be taken within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education.

(2) The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

#### **(C) Regulations for Grievance Steps**

(1) A grievance not advanced to the next step by the Union within the time limit in that step shall be deemed abandoned.

(2) The aggrieved has the right to a hearing individually, or with the Union Representative present, in Steps Two (2), Three (3), and Four (4). A request for a hearing shall be made to the Administrator with whom the grievance has been filed within three (3) working days of the date of the grievance reply.

**(D) Disposition of Grievances**

All parties to this Agreement shall make earnest attempts to dispose of grievances at each level, as set forth in the Grievance Procedure. This Grievance Procedure shall be the exclusive procedure to be followed in case of a grievance.

**(E) Arbitration Expense**

The fees and expenses of the arbitrator shall be borne equally by the Board and the Union. Each party shall be responsible for all other expenses they incur.

**(F) Powers of the Arbitrator**

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of specific Articles and Sections of this Agreement.

(1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(2) He shall have no power to rule on any claim or complaint not related to this Agreement, for which there is another remedial procedure or forum established by law or by regulation having the force of law.

**ARTICLE XV**

**HOURS AND WORK WEEK**

**Section 1.**

(A) The regularly scheduled work week shall consist of forty (40) hours. In the event it is necessary to deviate from the normal Monday-Friday work schedule, that job shall be posted. If not accepted by a higher seniority employee, the job may be assigned to the least seniority employee.

(B) The normal work day for full-time regular employees shall be eight (8) consecutive hours [excluding one-half (1/2) hour for lunch] between 6:30 a.m. and midnight. Any authorized work performed before or after this time period shall be at time and one-half (1-1/2X) overtime rate. Seasonal adjustment of individual work schedule by the Director shall be permitted. Scheduled shift will not be changed without one (1) week notice, except in the case of an emergency.



## **Section 2.**

Overtime rates will be paid as follows:

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

(B) Double time (2X) will be paid for all authorized hours worked on Sunday.

(C) Overtime must be approved by the Director of Buildings and Grounds, except in an emergency when he is unavailable for the approval.

(D) Overtime work to be scheduled on weekends shall, whenever possible, be posted with the Union Steward at least three (3) days in advance of the job. The Steward shall notify the employees, and indicate to the Director of Buildings and Grounds, within two (2) days, the most senior employee eligible and interested in accepting the job. The Steward shall equalize overtime opportunities among the staff.

(E) If no employee indicates an interest in the overtime job by the deadline, the Director may assign the least senior employee if a substitute is not available for the job.

## **Section 3.**

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2X) his regular rate, or a minimum of one (1) hour pay at his time and one-half (1 - 1/2X), whichever is the greater. If the call back was required because that employee failed to secure the building, the payment shall not be required.

## **Section 4.**

If custodial services are needed on weekends when groups are permitted to use the facilities and the Superintendent or his designee determines that custodial services are required, a custodian shall be assigned to that activity for a minimum of two (2) hours. Additional duties to be performed will be assigned by the lead custodian.

## **Section 5. Shift Differential**

Thirty-five cents (\$.35) per hour premium will be paid to employees covered by this Agreement who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and midnight. A premium of forty cents (\$.40) per hour will be paid between the hours of 12:01 a.m. and 6:00 a.m.

**Section 6. Rest Periods**

Rest or refreshment periods or breaks shall not exceed fifteen (15) minutes per four (4) hours work period, and such period shall be confined to the premises.

**ARTICLE XVI**

**SICK LEAVE AND FUNERAL LEAVE**

**Section 1. Sick Leave**

(A) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of six (6) days per year, with a limit of one hundred fifty (150) days. Any banked sick days in excess of one hundred fifty (150) may, at the employee's option, be changed to vacation days on a ratio of two (2) sick days for one (1) vacation day.

(B) Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury or for medical treatment.

(C) Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

(D) In the event of an emergency or sickness, the employee shall notify a Supervisor (Business Manager or Director) before their scheduled shift, or as soon as possible, and give a reason for the absence.

(E) Employees taking time off for illness will have sick leave deducted from their sick leave bank, equivalent to time actually used, in increments of not less than one (1) hour.

(F) Employees may be granted time off with pay in the event of an illness or emergency in the immediate family which requires the employee's presence. Such time to be deducted from the employee's personal/sick leave bank.

(G) Any employee who does not use any sick time from the first day of school until the end of the first semester shall receive a one hundred dollar (\$100.00) cash bonus. Any employee who does not take a sick day from the first day of the second semester to the last day of school shall receive a one hundred dollar (\$100.00) cash bonus.

(H) The first absent custodian shall not be replaced, and cleaning schedules shall be adjusted accordingly.

## **Section 2. Funeral Leave**

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brothers, sisters, grandparents, mother and father-in-laws, grandchildren, brother-in-laws and sister-in-laws.

Additional time off will be granted at the discretion of the Employer for necessary time to travel to distant states for funeral services, and such additional time will be chargeable to sick leave.

## **Section 3. Personal Business Days**

Two (2) days per year will be allowed for personal leave. This may be used for personal business which cannot be conducted on other than a work day according to the following provisions:

(A) Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate Supervisor.

(B) Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if there is legitimate cause to suspect that the leave is being used improperly.

(C) To avoid unanticipated loss of wages, it is advised that the employee consult with their Supervisor regarding the propriety of their leave prior to its use. Personal business day is not to be used the last day before a vacation or the first (1st) day after a vacation.

(D) Unused personal business days to be credited to the employee's sick leave accumulation at the end of the school year.

## ARTICLE XVII

### HOLIDAYS

(A) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

- New Year's Eve Day
- New Year's Day
- The last Friday of Spring Break
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day

(B) Employees required to work on any of the above named holidays shall receive straight time for hours worked, in addition to the regular holiday pay, with the exception of Christmas and Thanksgiving, which will be double time (2X) plus regular holiday pay.

(C) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday, or shall receive eight (8) hours pay for the holiday.

(D) Employees off sick on the holiday, the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

(E) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay, and in the event that the scheduled holiday falls on Sunday, the employee shall receive the Monday after the holiday off with pay. Should anyone of the holidays fall on a school session day, the employee shall then be granted a day off with pay at a later or earlier date that is mutually agreeable to the employee and the Employer.

## ARTICLE XVIII

### INSURANCE

The Employer shall make a flat monthly contribution payment for each employee working under the terms of this Agreement. Payment shall be due no later than the last day of the month, two (2) months prior to the month for which coverage applies (in most cases, thirty-one [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 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 the employee works. Partial payments or prorated payments are not permitted.

The payment rate schedule is as follows:

July 1, 2012: \$975.00

July 1, 2013: \$982.80

July 1, 2014: \$996.80

## ARTICLE XIX

### VACATION

All employees covered by this Agreement shall receive vacation according to the following:

Years of Service	Amount of Vacation With Pay
One (1)	One (1) Week
Two (2)	Two (2) Weeks
Five (5)	Three (3) Weeks
Ten (10)	Four (4) Weeks

(A) To be eligible for vacation time, an employee must have started work prior to January 1st of the year he/she requests vacation time. If an employee starts after January 1st, they do not qualify for vacation time until they have worked one (1) complete year.

(B) To be eligible for a full vacation, an employee must have worked a minimum of eighty percent (80%) of his regularly scheduled working hours, he shall receive pro-rated vacation allowance.

(C) Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(D) Annually, in March, employees may submit requests for vacation time for the new year. During the month of April, vacation time will be designated with the first (1st) consideration given to high seniority employees. All vacation requests after March 31st shall be with at least one (1) week written notice. Approval will be on first (1st) request basis, depending on workload and availability of substitute help. Response shall be within one (1) week of receipt of the request.

(E) Vacation time may be requested for any time during the year and must be approved by the Director prior to the time off. All vacation requests must be submitted to the Director of Buildings and Grounds on the proper form.

(F) Employees may not schedule their vacation the one (1) week prior to or one (1) week after the opening of the school's fall term. All vacation time must be used or converted into sick time within one (1) year from the time it is earned.

## **ARTICLE XX**

### **UNIFORMS**

- (A) The Employer shall provide new uniforms on an annual basis to each employee.
- (B) Half-time employees shall receive full uniform allotment.
- (C) Employees are expected to wear their uniforms and have them neat in appearance.

## **ARTICLE XXI**

### **PART-TIME EMPLOYEES FRINGE BENEFITS**

It is agreed that part-time positions can be created through attrition of full-time employees. The number of part-time positions to be created shall be left to the discretion of the Board. The number of hours to be worked and the scheduled hours of part-time custodians will be determined by the Board. Part-time employees shall be paid ten dollars (\$10.00) per hour. Any bidding on full-time positions by part-time employees shall be at the discretion of the Board. The clear intention is that part-time custodians shall not bid on full-time positions. Part-time custodians shall not be eligible for health, dental or vision insurance, funeral leave, attendance bonus, shift differential, longevity, vacation or holidays.

Part-time employees shall be eligible to earn personal leave days. They shall earn one (1) personal leave day after their initial ninety (90) day probation period and another after ninety (90) more working days. Two (2) personal leave days per year can be earned by part-time workers.

As all full-time employees retire or leave, the Board has the right to hire part-time employees or to hire an outside management company to oversee the part-time employees. See attached Letter of Understanding between the Board and the bargaining unit. The management company has the right to determine if the new employees are part-time or full-time and to determine the number of workers and hours to be worked.

## **ARTICLE XXII**

### **JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the School District for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days, based upon a forty (40) hour week.

## **ARTICLE XXIII**

### **CLASSIFICATION AND COMPENSATION**

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

## **ARTICLE XXIV**

### **BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto, administrators, executors and assigns.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.



## **ARTICLE XXV**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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

## **ARTICLE XXVI**

### **NO STRIKE CLAUSE**

The Union and the Employer (Potterville School District) recognize that strikes and other forms of work stoppages by employees are detrimental to the efficient operation of the School System. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Union, therefore, agrees that its Officers, Representatives and members shall not authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the School System. Failure or refusal on the part of any employee to comply with the provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board or its representative.

## **ARTICLE XXVII**

### **MANAGEMENT RIGHTS**

(A) Subject to this Agreement and Public Act 379 of the Michigan Public Acts of 1965, 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 responsibility conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing rights.

(B) To the executive management and administrative control of the School System and its properties and facilities, and the activities of its employees.

(C) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or dismissal, to promote and transfer all such employees.

(D) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, 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 of this Agreement are in conformance with the Constitution and laws of the United States.

## **ARTICLE XXVIII**

### **TERMINATION AND MODIFICATION**

(A) This Agreement shall continue in full force and effect until June 30, 2015.

(B) If either party desires to terminate this Agreement it shall, ninety (90) calendar 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) calendar days written notice prior to the current year of termination.

(C) If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which 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 by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(D) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail to the Union, The International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan, 48302, and if to the Employer, addressed to The Potterville Public Schools, 420 North High Street, Potterville, Michigan 48876, or to any other such address as the Union or the Employer may make available to each other.

(E) The effective date of this Agreement is July 1, 2012.

(F) A lawfully appointed Emergency Financial Manager may reject, modify, or terminate this Agreement as permitted by the Local Government and School District Fiscal Accountability Act. This provision has been added in compliance with this law.

**SCHEDULE A**

**PAY SCHEDULE**

<b>Classification</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
Maintenance-Grounds	\$17.60	Increase per Below*	Increase per Below*
Maintenance-HVAC	\$17.60		
Crew Leader/Building Engineer	\$19.10		
Custodians	\$17.00		
Utility/Maintenance	\$17.00		

Probationary employees shall be paid one dollar (\$1.00) less than the going rate for a particular job classification.

For the 2013-2014 and 2014-2015 school years, wage increases will be determined as follows:

1. Employees earning an "excellent" rating would receive a three percent (3%) wage increase for the following year.
2. Employees earning a "very good" rating would receive a two percent (2%) wage increase for the following year.
3. Employees earning a "satisfactory" rating would receive a one percent (1%) wage increase for the following year.
4. Employees earning an "improvement needed" or "unsatisfactory" rating would receive no increase for the following year.

If a bargaining unit member disagrees with the evaluation, he/she may have a conference with the evaluator. The member and the supervisor may develop an improvement plan, with progress steps and a timeline for completion. If the member completes the plan to the supervisor's satisfaction, the member would have a modified rating and be granted the indicated wage increase.

After initial increases that take place on the first payroll after ratification of the Agreement for the 2012-2015 school years, no wage increases shall be issued if the fund balance, as of June 30<sup>th</sup> of the prior fiscal year, is below two percent (2%); fifty percent (50%) of earned wage increase (of the amount earned based on evaluation score) will be paid if the fund balance is above two percent (2%) but below four percent (4%); one hundred percent (100%) of earned wage increase (of the amount earned based on evaluation score) will be paid if the fund balance is above four percent (4%).

### **Longevity Pay**

After three (3) years	Base + \$.45 per hour
After six (6) years	Base + \$.55 per hour
After ten (10) years	Base + \$.65 per hour
After fifteen (15) years	Base + \$.75 per hour
After twenty (20) years	Base + \$.85 per hour
After twenty-five (25) years	Base + \$.95 per hour

**POTTERVILLE PUBLIC SCHOOLS**

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

*Timothy J. Donohue*  
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\_\_\_\_\_  
Business Manager

\_\_\_\_\_

*Scott P...*  
\_\_\_\_\_  
President

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Recording-Corresponding  
Secretary

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