

Insurance coverage in the event of a layoff:
shall be covered through the month until the last day of the month
in which they were layed off.

AGREEMENT

between

WESTWOOD HEIGHTS SCHOOLS BOARD OF EDUCATION

and

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

MAINTENANCE/CUSTODIAL EMPLOYEES

JULY 1, 2008 - JUNE 30, 2011

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AGREEMENT

between

Westwood Heights Schools, hereinafter referred to as the "Employer",

and

The International Union of Operating Engineers, Local 547 -A, B, C, E, G, H, P - 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, AGENCY SHOP AND CHECK-OFF

Section 1: Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Head Custodians, Custodians, Housekeepers, Janitors, Maintenance, Groundskeeper and Snow Removal Employees as listed in "Appendix A".

Section 2: Agency Shop

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the ninety-first (91st) calendar day following the effective date of the Agreement; on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board; or
2. Execute an authorization for the deduction of a service fee equivalent to the monthly dues of the Union on or before the ninety-first (91st) calendar day following the effective date of this Agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board.

ARTICLE IV

VISITATION

After presentation of proper credentials to the Board's representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE V

STEWARDS

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

B. Arrangements may be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by the immediate supervisor.

C. The Chief Steward shall be supplied the following information on a newly hired employee two (2) weeks prior to completion of the employee's probationary period: name, date of hire, classification, social security number, address, rate of pay and job location.

ARTICLE VI

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work. Employees are required to report any and all unsafe working conditions to their supervisor immediately.

D. Employees shall be laid off and recalled according to their seniority within their classification. An employee on scheduled lay-off shall have the right to displace the least seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. In the event that the Board determines to reduce the number of employees through the lay-off procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice whenever possible, prior to the date that the scheduled lay-off or lay-offs are to be effective.

E. An employee will lose his/her seniority for the following reasons:

1. He/She resigns.
2. He/She is discharged for cause, and the discharge is not reversed through the Grievance Procedure.
3. Retirement.
4. Absent three (3) consecutive working days without notifying the Employer and/or without good and sufficient reason for notifying the Employer.

F. Seniority shall be frozen within the bargaining unit for an employee who transfers to a supervisory position, with that employee having the right to exercise his/her seniority and return to the bargaining unit in the event that the employee vacates such supervisory position.

G. An agreed to seniority list shall be made available to the Chief Steward and the Union 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 hire.

H. A laid off employee will be called in first (1st) for subbing, at their prevailing rate.

I. A custodian, other than the one or ones working in the building, will be hired when the building is in use by an outside source.

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 during the life of this Agreement, the Union may request in writing to the Board to negotiate the rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first (1st) began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay or the classification, the issue may be submitted to arbitration. The arbitrator shall render his/her decision based solely on the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of this Agreement.

ARTICLE XI

DISCIPLINE AND DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action, or within ten (10) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

B. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employee having the right to defend themselves against any and all charges. Written notifications 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: drunkenness, dishonesty, insubordination, use of illegal drugs or failing a drug test, frequent tardiness or absenteeism, or willful violation of agreed upon rules.

C. Verbal reprimands shall be removed from employee files after twenty-four (24) months; written reprimands shall be removed from employee files after thirty-three (33) months; suspensions shall be removed from employee files after forty-two (42) months.

G. Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for up to one (1) 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 Board, a copy furnished to the employee and a copy sent to the Union.

I. Leaves of absence granted shall be without pay and fringe benefits, and the employee shall accumulate seniority during the leave of absence and shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

J. Family & Medical Leave Act

Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision and life insurances will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position he/she held before the leave.

Leaves under the Family and Medical Leave Act include:

1. The birth of a son or daughter and/or in order to care for the child (the right to this expires twelve [12] months after the birth);
2. The employee's adoption of a son or daughter or the placement of a foster child in the employee's home (the right to this expires twelve [12] months after the placement);
3. To care for a spouse, son, daughter, grandchildren, or parent of employee, if the relative has a serious health condition;
4. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this Section prohibits an employee from taking other leaves of absence as provided in other Sections of this Contract.

Step Two

A. The Chief Steward shall meet with the immediate supervisor and the 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 in writing to the Board's designated representative within five (5) working days from the date of receipt of the decision rendered by the immediate supervisor, and the Board's designated representative shall meet with the Chief Steward and the grievant within five (5) working days from the date of receipt of the appeal at Step Two.

B. The Board's designated representative shall give his/her decision in writing relative to the grievance within five (5) working days from the date of the meeting with the Chief Steward and the grievant.

Step Four

A. Any appeal of a decision rendered by the Board's designated representative shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the Board's designated representative, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.

B. The Superintendent of Schools or his designee 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.

Step Five

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

B. A committee designated by the Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

B. The normal work day shall be up to eight (8) consecutive hours, unless the change is mutually agreed upon by both parties.

C. The Employer reserves the right to change the work schedule, routine, order of rooms cleaned, etc., whenever necessary. The Union reserves the right to challenge the necessity of the change.

Section 2: Overtime Rates Will be Paid as Follows:

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

B. Double time (2X) will be paid for all hours worked on Sunday, providing such hours are overtime.

C. Holidays which are paid for but not worked shall be counted as hours worked in computing all overtime payments.

D. An employee shall not be required to take time off his/her normal work schedule to avoid the paying of overtime.

E. All overtime must be authorized by a designated representative of the Board.

F. The employee must have his/her card signed by the Board's designated representative on all overtime.

G. Persons having exhausted all available sick and personal days shall not be entitled to be in the overtime rotation.

Section 3: Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive two (2) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

D. Hours worked and other pertinent data will be placed on the check stub.

E. The Building Principal will meet each month with the Building Engineer to discuss building needs.

ARTICLE XV

SICK LEAVE

Section 1: Sick Leave

A. Each employee shall be allowed ten (10) sick days per fiscal year to an unlimited accumulation of sick leave days. Employees who have served five (5) years of continuous employment shall receive one (1) leave day per month to commence July 1st of the sixth (6th) year. The Board of Education may ask for a doctor's verification for extended sick leave. A doctor of mutual acceptance will be appointed.

B. All sick leave days shall be considered whole days unless previous arrangements are made with the Board's designated representative. Leaving work early does not constitute a sick leave day.

C. New employees will qualify for sick leave days after ninety (90) calendar days and will consist of one (1) sick leave day per each full calendar month worked for the remainder of the employee's first (1st) fiscal year.

D. Records of sick leave days accumulated and taken shall be available to the employee.

E. Upon retirement, all unused accumulated sick leave days will be paid to the employee at the rate of twenty dollars fifty cents (\$20.00) per day.

Section 2: Funeral Leave

A. A maximum of three (3) days per event, not chargeable against accrued sick time, may be taken for a death in the immediate family to include a legal dependent of the employee and/or spouse, child, parent, parent-in-law, sibling, grandparent, in-laws, step-family or grandchild.

B. One (1) day chargeable against accrued sick leave may be taken to attend the funeral of a close friend or relative.

C. Up to two (2) additional work days charged against accrued sick leave may be granted upon approval by the Maintenance Supervisor.

ARTICLE XVII

VACATIONS

A. Twelve (12) month custodial employees shall be granted the following vacation periods:

- One (1) week vacation after one (1) year
- Two (2) weeks vacation after three (3) years
- Three (3) weeks vacation after six (6) years
- Four (4) weeks vacation after fifteen (15) years

B. A newly hired employee shall receive prorated vacation allowance during his/her first (1st) school year which is earned from his/her date of hire until the first (1st) day of July following his/her date of hire. Every year thereafter, he/she shall earn his/her vacation time from July 1st until June 30th of each year. All employees shall earn their vacation time as of July 1st of each year. Employees hired between July 1st and December 30th may count their first (1st) school year when earning additional weeks of vacation. Employees hired between January 1st and June 30th may not count their first (1st) school year when qualifying for additional weeks of vacation.

C. Employees may be allowed to take up to one-half (1/2) of the vacation time during the regular school year. All requests for time off must be made three (3) days in advance in writing. All requests for time off must be approved by Superintendent designee. In case of emergency, this could be waived.

D. The normal vacation time will be from June 15th to August 15th. Vacations at any other time must be cleared by the Assistant Superintendent.

E. Any employee released for cause or who leaves without giving one (1) week notice shall not be eligible for vacation days, and all fringe benefits will cease as of the date notice is given.

ARTICLE XVIII

INSURANCE PROTECTION

The Board agrees to furnish all employees covered under this Agreement the following insurance protection:

Section 6: Long Term Disability

The Board of Education will provide to all employees covered by this Agreement a long term disability insurance coverage of sixty-six and two-thirds percent (66-2/3%) of their weekly pay.

ARTICLE XIX

MISCELLANEOUS

Section 1: Strikes and Lockouts

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees not to honor, encourage or promote the actions of strikes, work stoppages or other refusals to perform work by employees covered by this Agreement.

Section 2: Management Rights

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. It is further recognized that the exercises of said powers, rights, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with said Constitution and laws.

Section 3: Tax Sheltered Annuities

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

Section 4: Deductions

The Board agrees to make available to all of the employees covered by this Agreement any payroll deductions which are available through the school district.

Section 5: Parking

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

Section 12: Special Projects

Work, essentially special projects, for which volunteers initiate and carry out, shall be outside the scope of this Agreement. These projects shall not be used to reduce or displace the number of employees in the work unit or their normal work hours.

Section 13: Educational Conferences

Approved visitation at other schools or for approved attendance at educational conferences or conventions shall be granted with pay by the Board.

Section 14: Unit Meetings

The Union shall be allowed to schedule up to two (2) Unit Meetings per year during normal working hours with no loss of pay to Unit members (each meeting not to exceed two [2] hours).

ARTICLE XX

JURY DUTY

A. Leaves of absence with pay not chargeable against the sick leave allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service. The Board shall pay an amount equal to the difference between the employee's salary and the daily jury duty fee paid by the court, up to a limit of sixty (60) days per year. The sixty (60) day limit shall not apply in the event the same trial extends beyond sixty (60) days.

2. Court appearances as witnesses when required by the Board of Education.

ARTICLE XXI

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 in Appendix A attached hereto and made a part hereof by reference.

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

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

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219 and if to the Employer, addressed to Westwood Heights Schools, 3484 North Jennings Road, Flint, Michigan 48504, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is **July 1, 2008**.

WESTWOOD HEIGHTS SCHOOLS
MAINTENANCE/CUSTODIAL EMPLOYEES
ADDENDUM TO MASTER AGREEMENT

Bargaining unit employees hired prior to July 1, 1994, shall continue to be covered by the following vacation schedule:

- One (1) week vacation after one (1) year
- Two (2) weeks vacation after two (2) years
- Three (3) weeks vacation after three (3) years
- Four (4) weeks vacation after ten (10) years

This Addendum was agreed to as a result of the mediation session held to resolve the Contract effective July 1, 2001.

LETTER OF UNDERSTANDING

between

WESTWOOD HEIGHTS SCHOOLS

and the

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

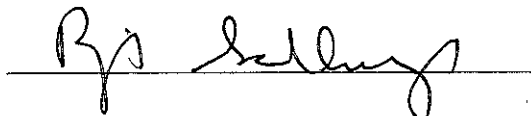
**October 22, 2008
(amended 5/19/09 to include Shaun McClure)**

Westwood Heights Schools and I.U.O.E. Local 547 agree to hire, as full-time Custodians, Ken Craven and Shaun McClure effective July 1, 2009. Both Custodians will not be required to fulfill the ninety (90) day probationary period. Both will be paid the current wage for Custodian, and will be eligible for any raises negotiated for the current contract, and entitled to all benefits listed in the contract for that classification.

Westwood Heights Schools

I.U.O.E. Local 547





6-23-09
Date

6-3-09
Date