



AGREEMENT

between

LAKEVILLE COMMUNITY SCHOOLS

11107 Washburn Road, Suite G
Otisville, MI 48463

and

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

500 Hulet Drive
Bloomfield Township, MI 48302

MAINTENANCE AND MECHANICS

June 1, 2010 – June 30, 2013

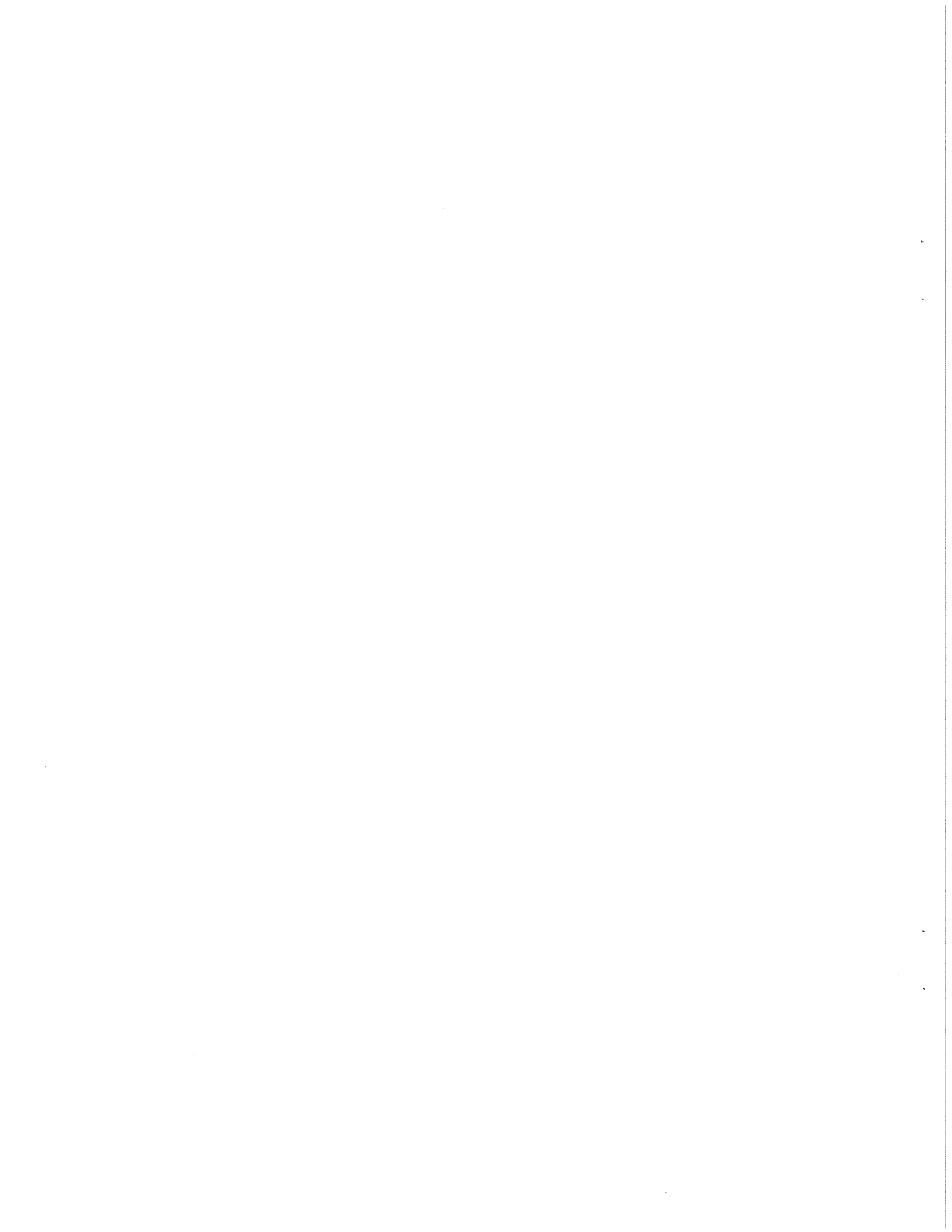


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PURPOSE

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 I, 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, national origin, or sex.

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 collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all full-time and part-time Maintenance and Mechanics, excluding supervisors as defined by the Act, substitutes and all other employees.

Section 2 Union Security

- A. All employees in the bargaining unit, or who become employees in the bargaining unit and who are not members of the Union shall, within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) days of the date of hire, whichever is later; become members or shall, as a condition of employment, pay to the Union each month a membership fee or a service fee in an amount equal to the regular membership dues uniformly required of all members.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees 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.

- C. If an employee fails to comply, the Union shall file charges, in writing, to the Employer, and shall request termination of the employee. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charge. The employee shall have thirty (30) days after receipt of said charge to comply. The Employer shall conduct a hearing on said charge and shall comply with the Union request, if verified. However, if the employee receiving such termination notice by the Employer is engaged in pursuing any legal remedy contesting the termination, such employee shall not be terminated until such time as a final decision is rendered.
- D. The Union agrees to assume the legal defenses of any suit or action against the Employer regarding this Article or the Agreement. The Union further agrees to indemnify the Employer for any cost or damages which may be assessed the Employer as a result of said suit or action.
- E. If any provision of this Article is invalid under Federal or State law, said provision shall be deleted or modified to comply with the requirements of said law.
- F. 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.
- G. The Employer agrees that upon hiring any new employees covered by this Agreement, the Employer shall send a letter to the Chief Steward advising the Union of the name, date of hire, and Social Security number of the new employee.

Section 3 Check-off

- A. The Employer shall deduct from the pay of each employee from whom it receives authorization the required amount for the payment of initiation fee, membership dues and/or service fees.
- B. Such dues or fees, accompanied by a list of employees including Social Security numbers, who have had deductions, the amount deducted from each, and 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.
- C. Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.
- D. Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International Union and Local 324 IUOE. Each

employee and the Union hereby authorizes 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, MANAGEMENT RIGHTS

Section 1

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

Section 2

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

ARTICLE IV, UNION BUSINESS REPRESENTATIVE

Section 1

The designated Union Representative shall have access to the school building for the purpose of investigating and adjusting any complaints therein by arranging with the Superintendent or his/her designee to go through the building during regular working hours, but on none of such visits shall such Union Representative interfere with production or the maintenance of discipline in the school. Management's decision in this matter shall be final.

Section 2

The employees shall be represented by a Chief Steward or Assistant Steward who shall be chosen or selected in a manner determined by the employees and the Union. The Employer shall be notified promptly of the name of the Chief and Assistant Steward.

Reasonable arrangements will be made to allow the Chief Steward or Assistant Steward time off with pay for the purpose of investigating grievances.

Assistant Stewards shall represent employees when the Chief Steward is absent from work.

Up to two (2) Stewards and/or Assistant Stewards may use up to two (2) days per year, without loss of pay, to attend Union-sponsored Stewards training programs.

ARTICLE V, GRIEVANCE PROCEDURE

Section 1

- A. A "grievance" is a claim that there has been a violation, misinterpretation, or inequitable application of the specific and expressed terms of the Agreement. The Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body.
- B. A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2 of the Grievance Procedure.

Section 2

An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement. All employee grievances are to be initiated at Step 1.

Section 3

The time elements in the steps can be shortened or extended by mutual written agreement.

Section 4

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

Section 5

A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

Section 6

Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date 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 Union first became 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.

Section 7 GRIEVANCE PROCEDURE

A. Step One

1. An employee having a grievance must present it orally to his supervisor. In the event an employee desires that his/her Steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

2. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the Steward shall sign the grievance forms.

3. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

B. Step Two

1. Any appeal by the Union of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his/her designee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.

2. The Superintendent and/or his/her designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

3. The Superintendent and/or his/her designee shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

C. Step Three

1. If the Union is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, then within thirty (30) working days from the date of receipt of the decision rendered by the Superintendent or his/her designee, the grievance must be submitted to arbitration.

2. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7)

working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator in accordance with its rules.

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

4. Each party shall be responsible for the expenses of the witnesses that they may call.

5. The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

6. The per diem fees of the Arbitrator shall be borne equally by the parties.

7. The Arbitrator shall render his/her decision in writing not later than thirty (30) working days from the date of the conclusion of the arbitration hearing.

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

9. He/she shall have no power to rule on the termination of service or failure to re-employ any probationary employee.

10. If a scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.

11. The Union shall give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.

12. The Parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

13. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties.

14. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

15. He/She shall have no power to establish wage rates or to change any rate.

ARTICLE VI, DISCIPLINE/DISCHARGE

Section 1

When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) calendar days from the date of the occurrence of the condition giving rise to the action, or within fifteen (15) calendar days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

- | | | |
|----|-------------------------|---|
| 1. | 1 st Offense | Verbal warning |
| 2. | 2 nd Offense | Written warning with future penalties described |
| 3. | 3 rd Offense | One (1) day disciplinary suspension without pay |
| 4. | 4 th Offense | Three (3) day disciplinary suspension without pay |
| 5. | 5 th Offense | Discharge |

Depending on the infraction, suspension and/or discharge may occur immediately. No employee shall be denied due process. The employee will be informed of the nature and scope of the infraction and may have Union representation present. Disciplinary action may be modified from the above procedure depending on the nature of the employee infraction. A reasonable attempt shall be made to contact and inform the Union prior to disciplinary action being taken.

Section 2

Dismissal or suspension shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal or suspension are the following: substance abuse, dishonesty, insubordination or willful violation of established work rules. When it becomes necessary to address matters relating to employee discipline, the supervisor will take whatever steps are necessary to work with the employee for the purpose of assisting the employee in correcting the deficiency that impacts the work environment and/or work performance. When a disciplinary matter needs attention, the above steps shall be implemented.

ARTICLE VII, SAFETY PRACTICES

Section 1

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of Federal, State and local regulations or other laws applicable to public school districts.

Section 2

The employee will be expected to inform 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 conditions and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII, SENIORITY

Section 1

- A. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first sixty (60) work days of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority lists of the unit as of the date of hire or as of the date of transfer into the bargaining unit. Employee days off due to illness or injury or school vacation periods shall not be counted as part of the probationary period. A work day shall be defined as a day worked on the job.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except fringe benefits and discipline for reasons other than union activity.

Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue as of the first day of the probationary period.

Section 2

Employees shall be laid off, recalled or demoted according to their seniority in their classifications. A scheduled lay-off will be offered first to the most senior person in the affected classification. In the event the senior person declines the lay-off, the next senior person will be offered the lay-off. The District may lay-off the least senior person if all other senior employees decline the lay-off. An employee on scheduled lay-off shall have the right to displace the least

senior employee, in the same classification, provided the senior employee is qualified to hold the position held by the least senior employee.

Section 3

Seniority employees on layoff shall maintain their seniority for a period of three years, or until a job has been offered at the same classification, or the next lower classification, whichever shall occur first. Seniority employees on layoff shall head the substitute list in order of seniority. Employees with reduced hours shall have the first opportunity at filling eight (8) hour positions when regular employees are absent. The Employer's obligation will be limited to an attempt to contact said employees. It shall be the employee's obligation to provide the Board of Education with the employee's correct address.

Section 4

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

- A. He/She resigns.
- B. He/She is discharged for cause and not reinstated through the Grievance Procedure.
- C. He/She retires.
- D. He/She fails to return from lay-off or an approved leave of absence.
- E. He/She is absent for three (3) consecutive days without notice to the Employer, except for emergencies.

Section 5

An agreed to seniority list shall be made available to the Union and each employee covered by this Agreement on or about August 1st of each year. Such list shall contain the date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification. In the event that two (2) or more employees have the same starting date, the seniority tie breaker shall be the last digit of the social security number (highest number prevails – move to the next number to the left in case of ties.)

Section 6

An employee who is transferred to a non-bargaining unit position with the Employer shall retain all seniority accumulated during his/her employment with the Employer in a bargaining unit position. Upon return to the bargaining unit such seniority shall be reinstated with all seniority accruing while out of the bargaining unit. After five (5) years in a non-bargaining unit position, seniority will be forfeited, and said employee may return only as a new hire.

ARTICLE IX, TRANSFERS AND PROMOTIONAL PROCEDURES

Section 1

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days, and the employees shall be given five (5) working days in which to make applications to fill the vacancy or new positions.

A vacancy is defined as a permanent position the Board intends to fill to which no existing employee has a claim.

- B. Temporary vacancy:

A situation where an employee has notified the Employer in writing that he/she will be absent due to extended illness, hospitalization, leaves approved by the Employer or other such emergencies. It is intended that such absence shall be of a minimum of fifty-nine (59) working days.

The vacancy or new position shall be filled within five (5) calendar days from the date of the posting. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job. 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; the shift; and the classification.

Section 2

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

Section 3

Present employees may apply for a temporary position and be awarded such position based on seniority before any substitute. However, it is understood that such staffing shall be for an identified period. If and when the regular employee returns, the person temporarily assigned shall return to his/her regular position. Once the position becomes an identified vacancy, it shall be posted and all employees covered by this Agreement may apply.

Section 4

Employees transferred to a higher classification will serve a forty-five (45) work day probationary period. The Employer may transfer back and the employee shall have the right to

revert back to the former position within the forty-five (45) work day probationary period, then all other employees affected by the initial move shall also revert back to their former position. Upon successful completion of the probationary period, bargaining unit seniority shall prevail.

ARTICLE X, NEW POSITIONS

Section 1

When new positions 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 shall designate the classification and pay rate as a temporary job which has been placed into effect upon the institution of such job.

Section 2

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar days day time period, but not hereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be retroactive to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

In the 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 for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving of the matter through the Grievance Procedure, the new classification shall be added to and become a part of this Agreement.

ARTICLE XI, HOURS AND WORK WEEK

Section 1

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday, and ending one hundred sixty-eight (168) hours thereafter.
- B. The normal work day for full-time employees shall be eight and one-half (8 ½) hours, which shall include a thirty (30) minute unpaid lunch.

Split shifts may be worked when mutually agreed to by the employee and the Superintendent or his/her designee. The unpaid lunch period shall not be set at a mandatory time but shall be somewhere near the middle of the employee's work day.

- C. All employees covered by this Agreement who work an eight (8) hour day shall receive one (1), fifteen (15) minute rest period during the first four (4) hours of the day, and one (1), fifteen (15) minute rest period during the second four (4) hours of the work day. Such rest periods shall occur during the employee's regular work time and shall not be used as a basis for reporting late. Employees who work four (4) hours but less than eight (8) hours shall receive a pro-rata rest period during this time on the job.
- D. There shall be no permanent change in the regular work schedule of the employees covered by this Agreement without thirty-six (36) hours advance notice, and when the employer knows thirty-six (36) hours in advance when mutually agreed.

Section 2 Overtime rates will be paid as follows:

- A. Time and one half (1 1/2X) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) period; All time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.
- B. Time and one-half (1-1/2X) will be paid for all time worked on Saturday.
- C. 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.
- D. Double time (2X) shall be paid for all hours worked on Sunday.

Section 3 Distribution and Overtime

Overtime shall be divided and rotated as equally as possible within each classification according to seniority among those employees who regularly perform such work, provided they are qualified to perform such work. Employees within their classification and the Employer will hold the right to otherwise mutually agree upon other methods for distribution of overtime.

Section 4

All overtime must be authorized by a Supervisor.

ARTICLE XII, CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered in 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 XIII, HOLIDAYS

Section 1

Seniority employees will receive their regularly scheduled day's pay for the following holidays, even though no work is performed: Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and July Fourth.

Section 2

Any employee required to work on any of the above named holidays shall receive double time (2X) for such hours worked plus holiday pay.

Section 3

If an employee is on vacation on any of the above named holidays, holidays shall not count as vacation days and will be paid as stated in Article XIV.

Section 4

In order to receive holiday pay, an employee must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, or have a written Doctor's excuse covering the day, or provide a written explanation acceptable to the administration.

ARTICLE XIV, VACATIONS

Section 1

- A. All employees covered by this Agreement who have completed one (1) full year of service shall receive fifty-six (56) hours vacation with pay, upon completion of two (2) years of service shall receive eighty (80) hours vacation with pay, upon completion of four (4) full years of service shall receive one hundred twenty (120) hours vacation with pay, and upon completion of eight (8) full years of service shall receive one hundred sixty (160) hours vacation with pay. Days are meant to be working days. The above vacation hours earned is based on an employee working a scheduled eight (8) hour day. Any employee working less than a scheduled eight (8) hour day will receive pro-rated vacation hours.
- B. A newly hired employee shall receive a pro-rata vacation allowance which shall be earned from the employee's date of hire until the first (1st) day of July following their date of hire. Every year thereafter, the employee shall earn their vacation from July 1st through June 30th of each year. Each employee's vacation

eligibility shall be determined or earned as of July 1st of each year, and the amount of vacation time to be granted shall be determined from the employee's year of hire.

Section 2 Vacation Period

- A. Vacations will, in-so-far as possible, be granted as desired by employees, according to their seniority as follows: Vacation requests shall be submitted two (2) weeks in advance. Choice of vacation shall be honored on a basis of seniority within classification, unless otherwise agreed to by the Union. All vacation requests must be approved by the supervisor.
- B. If a death in the immediate family occurs (as defined in Article XV Section 3), an accident, or an illness which results in the employee's hospitalization or confinement to bed while on his/her vacation or prior to it, the vacation will be rescheduled as unposted vacation time after sufficient proof of such hospitalization or confinement is produced.

Section 3

Employees must have worked two hundred 200 days during the year ending June 30th to be eligible for a full vacation. Unpaid sick days, unpaid personal days, unpaid funeral days will not count as work days. Vacation days shall count as work days. Employees failing to work two hundred (200) days during the year ending June 30th shall receive prorated vacation pay on the basis of:

200 days through 150 days	=	¾ vacation pay
149 days through 130 days	=	½ vacation pay
129 days through 90 days	=	¼ vacation pay
Less than 90 days	=	No vacation pay

Employees voluntarily leaving this employment shall receive vacation pay based on the above formula.

Vacations are to be taken in the year following the year in which earned and shall be paid at the rate in effect during the period in which they are taken. Vacation pay shall be paid at the time of vacation or on termination.

ARTICLE XV, SICK LEAVE AND FUNERAL LEAVE

Section 1 Sick Days

- 1. Each employee covered by this Agreement will be granted one (1) sick day for each month worked. A month worked shall be defined as any month in which the employee

works or is paid for at least fifteen (15) days. Sick days may accumulate to ninety (90) days. Sick days may be used for:

- A. Personal illness;
- B. Serious illness in the immediate family (immediate family shall be defined as mother, father, sister, brother, spouse, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild);
- C. A physician's statement may be required in cases where absence exceeds three (3) consecutive days;
- D. The Employer may require the employee to submit a physician's statement that a member of the employee's immediate family is ill and that it is necessary for the employee to be in attendance to care for the immediate family member.

2. Personal sick leave may accumulate up to ninety (90) days, with an annual payment for days above ninety (90) days not used at fifty percent (50%) of the current rate of pay. An employee employed by the school district for at least five (5) consecutive years shall be paid fifty percent (50%) of each accumulated sick leave day upon termination.

3. Sick time may be used for personal business if all personal days are used, subject to the approval of the supervisor.

4. Sick leave accumulated and taken shall be entered on the employee's paycheck stub. (If possible) Employees will also receive an annual report of the information.

5. An employee who is absent for three (3) consecutive days or who develops a pattern of absences may be required to submit a doctor's statement covering the absence.

Section 2 Personal Days

An employee shall be entitled to three (3) days annually of approved leave for the reasons indicated below, which cannot be attended to at a time other than during the regularly scheduled work day. These days must be approved by the Superintendent or his/her designee, one (1) week in advance whenever possible. In the event these three (3) days are not used as personal business days, they will remain in the sick bank. Sick time may be used for personal time if all personal hours have been used, subject to the approval of the Administration, and will be deducted accordingly from the personal sick bank.

1. Religious Obligations;
2. Dental appointment;

3. Transaction of legal business;

4. Registration for courses;

5. Requests for approved leave for other reasons may be submitted in writing to the Superintendent, or his/her designee, for consideration.

Section 3 Funeral Days

1. An employee shall be granted up to five (5) consecutive work days off without loss of pay for a funeral of an immediate family as described below:

A. Spouse;

B. Children/step-children

C. Father/mother;

D. Father-in-law/mother-in-law;

E. Grandchildren;

F. Brother/sister;

G. Brother-in-law/sister-in-law;

H. Grandparents;

I. Niece/nephew;

J. Daughter-in-law/son-in-law;

K. Any permanent resident in the employee's home.

2. The first day off will commence on the first scheduled work day following the death of the immediate family member and shall not include non-scheduled work days. Employees may be granted release time with pay, with approval of their supervisor, to attend the funeral of non-family members.

3. Funeral pay is contingent upon the employee attending the funeral or the memorial service

Section 4 Unpaid Leaves of Absence

1. Unpaid leaves of absence (all leaves except sick leave) may be granted at the discretion of the Superintendent or his/her designee, not to exceed ten (10) working days.
2. An unpaid leave of absence for more than ten (10) working days (all leaves except a sick leave) may be granted by the Board of Education upon application for a period of up to one (1) year with the assurance of returning to the same or similar position.
3. An employee shall request an unpaid leave of absence at least two (2) weeks in advance. In extreme and unusual circumstances, the Superintendent may waive the two (2) week notification requirement.
4. The Superintendent or the Board of Education designee reserves the right to grant or deny unpaid leaves based upon the merits of each request and consideration of proper management.
5. It is the employee's responsibility to notify the Superintendent or his/her designee of the employee's intention to return to employment at least five (5) days prior to the expiration date of the Board approved leave.

Section 5 Military Leaves

1. The reinstatement rights of any employee who enters the military service of the United States by reason of an act by the Congress of the United States during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
2. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Section 6 Union Leaves

1. Any employee who is elected or appointed to a full-time position or office in the Union whose duties require his/her absence from work, shall be granted an unpaid leave of absence for the term of office or position.
2. All requests for military or Union 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.

3. An employee who meets all the requirements for military and Union leaves shall be granted a leave of absence without pay, and he/she shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

4. Other 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.

Section 7 Family Medical Leave

A leave of absence without pay, except as designated below, will be granted to any eligible employee in accordance with the Family Medical Leave Act of 1993. The employee must use available accrued paid leave of absence and paid vacation. If an employee uses paid time, this will not extend the amount of time allotted under the Family Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provider certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this section shall maintain contact with the Employer. Return to work shall be governed by the provisions of the Contract. An employee who fails to return to work at the conclusion of a leave is terminated and shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.

ARTICLE XVI, INSURANCES

Section 1 Medical Insurance

The employer shall pay the premiums for health, dental and vision insurance. Should the employee receive hospitalization insurance coverage from a source other than through the school district, he/she must elect either of the following:

1. Drop the insurance coverage from the alternative source, with adequate proof, and retain coverage solely by the LakeVille Community Schools, or

2. Drop coverage provided by the LakeVille Community Schools and retain coverage through alternative sources. In lieu of dropping coverage provided by the LakeVille Community School District the employee shall receive a cash option as follows:

Health Insurance	\$100 per month
Dental Insurance	\$ 10 per month
Vision Insurance	\$ 10 per month

If changes in the family situation occur which cause the employee or employee's family to lose coverage, this employee shall be entitled to coverage for self, spouse and children if not otherwise covered.

MESSA Choices II or its equivalent shall be available both subject to rules and regulations of the insurance carrier. The deductible amount will be the responsibility of the employee.

The existing Choices II program shall be modified as follows:

Drug Card co-pay -	\$10/\$20
Office Visit -	\$10.00 co-pay
Urgent Care -	\$25.00 co-pay
Emergency Room -	\$50.00 co-pay

Section 2 Dental Insurance

The Board shall provide full-family dental insurance. In the case where both husband and wife are employed by the Board, double coverage will not be provided.

Section 3 Life Insurance

The Board will provide group term life insurance which has a face value of twice the annual salary, which provides double indemnity for accidental death or dismemberment, subject to the rules of the insurance carrier.

Section 4 Optical Insurance

The Board shall provide optical insurance, subject to the rules of the insurance carrier.

Section 5 Long-term Disability Insurance

The Board will provide long-term disability coverage for this employee at least for the minimum rate of 66 2/3% to commence on the 61st calendar day of disability. This coverage shall be subject to the rules of the insurance carrier.

Section 6 Commencement of Insurance

All insurance protection shall commence in accordance with the provisions of the insurance carriers, but in no case later than thirty (30) calendar days following the approval of this agreement by the Board of Education.

- A. Should this employee have worked or have been paid sick leave for at least one working day between the first and fifteenth day of the month, all fringe benefits will be paid for which the employee is eligible for that month only.
- B. When the employee's unpaid absence extends into the following month, fringe benefits shall be terminated effective with the first day of the following month.

- C. Should this employee have worked or have been on sick leave on or beyond the fifteenth calendar day of the month, fringe benefits for that month and the following month will be paid by the school district. Again, only those fringe benefits for which he or she has been enrolled will be paid.
- D. This employee has the option to continue or convert his/her health and or life insurance at his/her own expense, subject to the rules of the carrier.

Section 7 Public Liability Insurance

Public liability insurance of not less than \$1,000,000 for each incident shall be carried by the Board for this employee.

Section 8 Professional Dues

Dues to appropriate professional organizations as may be approved by the Superintendent will be paid by the Board.

Section 9 Miscellaneous

- A. Training may be taken with the approval of the Superintendent and if approved, will be paid by the district.
- B. All expenses for licenses and certifications relevant to a typical workload shall be reimbursed by the Board.
- C. Lunch will be one-half (1/2) hour in duration and will not be a paid lunch. The lunch period may be combined with break time to have a combined one (1) hour for lunch (1/2 paid and 1/2 not paid.)

ARTICLE XVII, JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service and not to exceed thirty (30) days in any one year. If the employee is required to serve a full day (both morning and afternoon sessions) of jury duty and is a second shift employee, he/she will not be expected to report to work that night. Documentation of jury duty will be presented to the Employer.

ARTICLE XVIII, BOARD MEETINGS

Attendance at Board meetings as required by the position will be paid at a rate of one hundred fifty percent (150%) of the regular hourly rate.

ARTICLE XIX, CLOTHING ALLOWANCE

During the term of this Agreement, the school district will provide work uniforms.

A pair of work boots, not to exceed one hundred dollars (\$100.00), will be supplied every other year.

A winter coat, not to exceed one hundred dollars (\$100.00), will be provided every other year, opposite the year of the boots.

ARTICLE XX, TOOL ALLOWANCE

The School District will provide any agreed upon tools necessary for the employee to perform the job. Any tools purchased by the School District are the property of the School District.

ARTICLE XXI, 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 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 into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4

No past practice shall be recognized unless committed to writing and incorporated into this Agreement.

TERMINATION AND MODIFICATION

Section 1

This Agreement shall continue in full force and effect until June 30, 2013.

Section 2

If either party desires to terminate or modify this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination, or modification. If neither party shall give notice of termination or modification prior to the termination date, this Agreement 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 year of termination.

Section 3

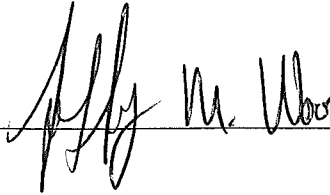
Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Twp., MI 48302, and if to the Employer, addressed to Lakeville Community Schools, G-11107 Washburn Road, Otisville, Michigan 48463, or to any other such address the Union or the Employer may make available to each other.


Section 4

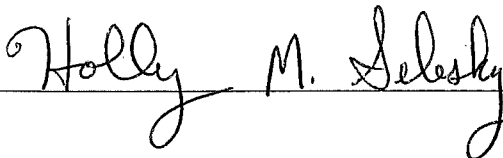
The effective date of this Agreement is June 1, 2010 through June 30, 2013.

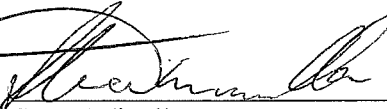
LAKEVILLE COMMUNITY SCHOOLS
11107 Washburn Rd, Suite G
Otisville, MI 48463

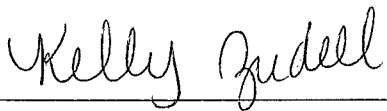
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324
324 - A, B, C, D, G, H, P, RA, S - AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302

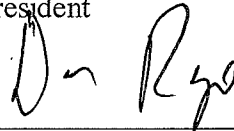



John M. Hamilton
General Vice President and Business Manager

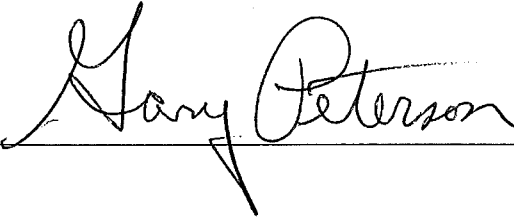



Steve Minella
President





Dan Ringo
Recording-Corresponding Secretary



SCHEDULE A

MAINTENANCE AND BUS MECHANICS WAGE RATES

Classification	2010-2011	2011-2012	2012-2013
Mechanic	0%	Reopen: Wages and Insurance	Reopen: Wages and Insurance
Maintenance	1.6%	Reopen: Wages and Insurance	Reopen: Wages and Insurance

