

July 1, 2011 through June 30, 2014

AGREEMENT

between

BAD AXE PUBLIC SCHOOLS
760 S. Van Dyke Rd.
Bad Axe, Michigan 48413-1174

and

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

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Bad Axe Public Schools 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

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, sex, creed, color, religion or national origin.

ARTICLE III

UNION RECOGNITION, UNION SECURITY, CHECK-OFF

1. UNION RECOGNITION

- A. The Bad Axe Public Schools hereby recognize the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- B. The term "employee" as used herein shall include all building custodians, custodians, bus drivers, head cooks, assistant head cooks, cafeteria assistants and cafeteria helper employees of the Bad Axe Public Schools.

2. UNION SECURITY

- A. The Employer agrees that as a condition of continued employment, all present employees who are not members of the Union, and all future employees within the Bargaining Unit, shall either become members in good standing in the Union, or shall pay to the Union an amount equal to that paid by the employees who are members of the Union limited, however, solely to the amount of money equal to the Union's regular dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues.

- B. Present employees not members of the Union on the effective date of this Agreement shall, on or before the ninety-first (91st) day following the effective date of this Agreement, or the signing date of the Agreement, whichever is later, either become a member in good standing in the Union, or tender fees as is set forth in Section A of this Article. New employees hired after the effective date of this Agreement shall, on the ninety-first (91st) day of employment, become a member of the Union, or tender an amount equal to dues as set forth in Section A of this Article.
- C. 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.
- D. Either party shall have the right to reopen negotiations of the Agreement pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.
- E. In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.
- F. The Union agrees to save and hold harmless the Board of Education for any damages arising from the enforcement of the above provisions.
- G. The Union shall supply the Board of Education a copy of the employee's signed membership card and dues record when requesting enforcement of this Article.

3. **CHECK-OFF**

The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the fifteenth (15th) day of each month, dues or initiation fees uniformly required as a condition of membership in the Union. The right to refund to the employees any monies deducted from their salaries under such authorization shall lie solely with the Union. The Union agrees to reimburse any employee the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

ARTICLE IV

NEW JOBS

The Employer shall have the right to establish, evaluate and change obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job or elimination of a position in which no substantial change in the job or the qualifications itself has occurred. Whenever new buildings or a job is made

operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed classification and will, within thirty (30) days after such new or changed classification is established, upon the written request of the Union, meet with the Union to negotiate the rate.

ARTICLE V

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, employee absence, experimentation or in cases of emergency, provided that the maintenance supervisor, assistant maintenance supervisor, and the transportation supervisor may perform such duties which they have normally performed, and which have been set forth in job descriptions furnished by the Employer to the Union.

ARTICLE VI

DISCIPLINE DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just causes, with the employees having the right to defend themselves against any and all charges.
- B. When the Board 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 Board became fully aware of the conditions giving rise to the discipline.
- C. The Board agrees to submit written notification of any discipline or discharge to a permanent employee upon request within three (3) working days from the date of such disciplinary action. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
- D. Reasonable rules and regulations shall be adopted by the Board and made available to all employees. Rules as adopted by the Board which are currently in effect are attached to this document as Appendix A. However, additional rules and/or current rules may be adopted and/or modified periodically by the Board of Education.
- E. All dismissals and suspensions shall be without pay unless changed through the Grievance Procedure, and no suspension shall be effective for a period of more than ten (10) days without approval of the Board or its designated representative

ARTICLE VII

VISITATION

After presentation of proper credentials to the Superintendent of Schools, 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 VIII

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or an inequitable application of a specific and expressed term of this Agreement. The sole remedy available to any employee for any alleged breach of this Agreement, or an alleged violation of his/her rights under this Agreement, will be pursuant to the Grievance Procedure provided herein. However, nothing contained herein will deprive an employee of any legal right which he/she presently has, if the employee or the Union elects to pursue the same or similar remedy in any other forum. Such election shall bar any further or subsequent proceedings for relief under the provisions of this Contract.
2. Days referred to in the procedure are defined as days that the employee is on duty - Monday through Friday. The employee must file a grievance within five (5) days of the act or condition which caused the grievance.

B. PROCEDURE

STEP ONE

- (a) An employee having a grievance shall present it orally to his supervisor.
- (b) If grievance is not settled orally in three (3) days, the employee, within twenty-four (24) hours, shall indicate his dissatisfaction to the supervisor, and call the Steward.

STEP TWO

- (a) The Steward shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- (b) The aggrieved employee shall sign the grievance.
- (c) The grievance shall be submitted to the supervisor within five (5) days from the date of Step One (1) (a).

STEP THREE

- (a) The Steward shall meet with the supervisor to discuss the grievance within five (5) days of its written submission to the supervisor.
- (b) The supervisor shall, within five (5) days, give his decision in writing, and it shall be considered settlement of the grievance unless appealed to the next Step.

STEP FOUR

- (a) Any appeal of a decision rendered by the supervisor shall be presented to the Superintendent of Schools within ten (10) days, and the Superintendent or his designated representative 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 supervisor was not satisfactory.
- (b) The Superintendent shall, within ten (10) days, give his decision in writing, and it shall be considered settlement of the grievance unless appealed to the next Step.

STEP FIVE

- (a) Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within ten (10) days, and the Board 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 Superintendent was not satisfactory.
- (b) The Board shall, within ten (10) days, give their decision in writing and it

shall be considered settlement of the grievance unless appealed to the next Step.

STEP SIX

- (a) If the Union is not satisfied with the disposition of the grievance at Step Five (5), it may, within ten (10) working days after the decision of the Board of Education or its designee, refer the matter for arbitration to the American Arbitration Association. A copy of the appeal to arbitration shall simultaneously be sent to the Superintendent. The rules of the American Arbitration Association shall govern the proceedings from that point forward.
- (b) Neither party may raise a new defense, ground or evidence at Step Six (6), not previously raised or disclosed at other written levels.
- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (d) Powers of the arbitrator are subject to the following limitations:
 - (1) He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He/She shall not have the power to rule on or interpret State or Federal law.
 - (3) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- (e) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing_
- (f) The arbitrator, the Union, or the Employer may call any relative person as a witness in any arbitration hearing.
- (g) Each party shall be responsible for the expense of the witnesses that they may call.
- (h) The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against. In the event that the arbitrator grants an award which is not clearly in favor of one (1)

party, then the fees, expenses and filing fees of the arbitrator shall be shared equally by the parties.

- (i) The Union shall have the right to take the grievance to the next Step of the procedure in the event that the Employer does not answer the grievance according to the required time parameters defined in this Agreement.
- (j) The results of the arbitrator's decision shall be implemented within fifteen (15) working days from the date of the arbitrator's decision.
- (k) Only one (1) grievance at a time may be taken to an arbitrator, unless mutually agreed in writing by the parties to do otherwise.
- (l) The arbitrator's ruling must be based upon a specific and expressed term of this Agreement.
- (m) In the event that a scheduled arbitration hearing is cancelled and/or postponed by either side in less than seven (7) calendar days notice, the party canceling/postponing shall be responsible for any charges made by the arbitrator.
- (n) The Union shall be required to give the Employer five (5) days written notice of any employee the Union wishes to have excused to appear at the arbitration hearing.

*Supervisor for custodians shall be the Maintenance Supervisor or designated person defined by the Superintendent of Schools.

Supervisor for bus drivers shall be the Transportation Director or designated person defined by the Superintendent of Schools.

Supervisor for food service personnel shall be the Food Service Director or designated person defined by the Superintendent of Schools.

ARTICLE IX

LENGTH OF SERVICE

- A. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of active employment. Probationary employees shall not have recourse to the terms of this Agreement.
- B. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire length of service from the date

of completion of transfer or probation. Length of service shall be granted to date of hire after completion of probationary period.

C. Employees shall be laid off, recalled or demoted according to their length of service in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification within the same department, working the same number of hours, provided the senior employee is qualified to perform the work. Departments shall be designated as:

- * 1. Buildings and Grounds
- * 2. Transportation
- 3. Food Service

D. An employee will be terminated for the following reasons:

1. Employee resigns.
2. If the employee is discharged and the discharge is not modified as the final resolution of a grievance.
3. If the employee quits.
4. If the employee is laid off for a continuous period equal to the service he/she had acquired at the time of such lay-off period or two (2) years, whichever comes first.
5. If the employee retires.
6. If the employee is absent for three (3) days without notice and good cause.

E. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office, and shall accumulate length of service during his term of office, and at the end of such term of office, shall be entitled to resume his regular length of service status and all job and recall rights.

F. Length of service shall continue to accumulate for an employee who is transferred to a supervisory position.

G. An agreed length of service list including date of hire and classification shall be made available to each employee covered by this Agreement on a quarterly basis. Length of service in classification shall be as of date of entry into the classification.

- H. Employees shall submit a seven (7) calendar day notice of their intent to terminate services with the Board, or they shall forfeit any fringe benefits due them.

ARTICLE X

WORK WEEK AND HOURS

- A. The regularly scheduled work week for all full-time employees 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 shall be nine (9) consecutive hours, which shall include one (1) hour of unpaid free time.
- C. Overtime rates will be paid as follows:
 - 1. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in a work week.
 - (a) Hours for which holiday pay, vacation pay or sick leave pay is received shall count toward the total of forty (40) hours.
 - 2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate, or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater. Per past practice, this standard does not apply to Kindergarten runs.
- D. Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work, provided they are qualified to perform such work. Equalization of overtime shall mean on an annual basis (a particular daily assignment does not have to be split to comply with Contract language). All overtime shall be allocated on a need basis as determined by the Board or its designee.

ARTICLE XI

HOLIDAYS

- A. The Employer will pay a regular day's pay for the following holidays during the employee's work year even though no work is performed by the employees:

New Year's Day	Labor Day	New Year's Eve
Good Friday	Thanksgiving Day	
Memorial Day	Friday after Thanksgiving	
July 4 th	Christmas Eve	
Friday before Labor Day	Christmas Day	

One (1) additional paid holiday during Spring Break, with date to be decided by the Board.

- B. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.
- 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 a regular day's pay for the holiday.
- D. When a holiday falls on Saturday or Sunday, the Board shall have the right to observe the holiday on another day which is mutually agreeable to the Board and the Union, or pay the employee for the holiday.
- E. In order to be eligible for holiday pay, the employee must have worked the last scheduled work day prior to the holiday, and the next scheduled work day after such holiday. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- F. Employees eligible under the provisions shall receive the following pay for such holidays:

Food Service Employees - Regular daily rate.

Buildings and Grounds Employees – Regular daily rate.

Transportation Employees - Regular daily rate.

ARTICLE XII

VACATIONS

A. Full-time, year round employees shall be eligible for the following vacation allowance:

Length of Service	Vacation Allowance
After one (1) full year	Five (5) days
After two (2) full years	Ten (10) days
After nine (9) full years	Fifteen (15) days
After eleven (11) full years	Twenty (20) days
After twenty (20) full years	Twenty-three(23) days
After twenty five (25) full years	Twenty-five (25) days

Full time, year round employees hired after July 1, 2009, shall be eligible for the following vacation allowance.

Length of Service	Vacation Allowance
After one (1) full year	Five (5) days
After two (2) full years	Ten (10) days
After nine (9) full years	Fifteen (15) days
After twelve (12) full years	Twenty (20) days

Twelve (12) month employees, who work more than four (4) hours per day, but less than eight (8) hours per day, shall receive the benefit on a pro-rata basis.

- B. To be eligible for a vacation, an employee must have worked or been paid for eighty percent (80%) of his regularly scheduled working hours.
- C. Twelve (12) month employees terminating employment shall receive pro-rata vacation allowance based upon one-twelfth (1/12) the vacation pay for each month or major fraction thereof between July 1st and his termination date, providing that he notifies the Board of Education seven (7) calendar days prior to terminating his/her employment.
- D. Application for vacation leave must be filed with the Superintendent of Schools in advance. The application for vacation leave will be deemed granted if a response has not been issued by the end of the fourth (4th) business day after it is received at the Administration Office.
- E. Vacation must be taken between June 15th and August 15th of each year, except as

noted in G and H below.

- F. Vacation leave covered under this Agreement shall be available to employees during the summers of 2009 through 2011, and shall be for service performed between July 1, 2009 and June 30, 2011.
- G. One Custodian must be on vacation during the student Christmas Break and Spring Break and a different custodian must be on vacation during the student Spring Break. The vacation leave will be authorized under the following conditions:
 - 1. The request for these vacation leave must be submitted by September 1st each year.
 - 2. This vacation leave will be deducted from accumulated vacation leave.
 - 3. If there is more than one (1) applicant for any time period, the employee with the most seniority shall have priority. If no custodians or only one custodian request for Christmas or Spring Breaks then the Superintendent will assign vacation days to the custodian with the least seniority that has vacation days remaining.
- H. If the Bad Axe Public Schools are closed due to inclement weather, a utility or equipment failure, or other acts of God, and the Employer determines that a twelve (12) month employee is not to report to work, the employee may use vacation leave for said day(s). If the Bad Axe Public Schools are closed for reasons specified above, a twelve (12) month employee may call in that he cannot or prefers not to report to work, and he may use vacation leave for this absence.

ARTICLE XIII

SICK AND FUNERAL 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 one (1) day per month cumulative to one-hundred (100) days. It is understood that part-time employees shall be entitled to a pro-rata portion of all benefits provided under this paragraph. To be eligible for a sick day each month, an employee must have worked or been paid for eighty percent (80%) of his/her regularly scheduled working hours the previous month.
- B. Sick leave can be used for doctor and dentist appointments only if the leave is applied for two (2) working days in advance. Application shall be submitted to the Superintendent of Schools. Sick leave will be granted for personal illness or

injury. Up to three (3) days per year of sick leave may be used in case of serious illness in the immediate family of the employee. Immediate family has been interpreted to include father, mother, grandparents, grandchildren, sister, brother, husband, wife, child, parent-in-law, or any other member of the family or household who clearly stood in the same relationship with the employee as any of the above. Except in emergency situations, sick leave for illness of the immediate family will be limited to one (1) day per illness. Extension of the leave beyond one (1) day may be granted at the discretion of the Superintendent of Schools. Leave beyond the three (3) days may be granted by the Board of Education at their discretion.

- C. Employees will be granted up to four (4) days leave for a death in the immediate family. The immediate family is interpreted as noted in Section B. One (1) day leave will be granted for aunts, uncles, sisters-in-law, brothers-in-law, nieces, nephews, or for such others as may be approved by the Superintendent of Schools.
- D. Employees will be granted three (3) personal business days per year. Personal business leave will be deducted from sick leave. Application for this leave must be in writing on the form provided and submitted to the Superintendent or his designee seven (7) days in advance of the leave, except in case of emergency. No more than two (2) persons may be granted personal leave on the same day, except with the written permission of the Superintendent of Schools.
- E. Records of sick leave accumulated and taken shall be available to the employee or the Union by request. The number of sick leave days accumulated by each employee covered by this Agreement shall be updated on the pay check or voucher at least monthly.
- F. All unused sick leave days in excess of ninety (90) days shall be paid to employees at the end of June according to the following schedule:

Buildings and Grounds Employees - Twenty-five dollars (\$25.00) per day.

Food Service Employees - Twenty-five dollars (\$25.00) per day.

Transportation Employees - Ten dollars (\$10.00) per run, not to exceed Twenty dollars (\$20.00) per day.

The provision is pro-rated on eight (8) hour days.

- G. The Board may at any time, at its expense, require an employee to submit to an examination by an independent physician.

- H. Sick leave days earned prior to any approved leave of absence or lay-off shall be held in reserve pending the return of the employee from sick leave or lay-off.
- I. Employees who leave employment of the school district, except on an approved leave of absence or lay-off, shall forfeit all of their unused sick leave days, and such days shall not be restored if the employee should later be re-employed by the school district.
- J. Employees who have sick days remaining in their sick leave bank may opt to use sick days, and be paid for those sick days on inclement weather days when school is not in session. The number of days that may be used is unlimited, providing the employee has sick days remaining in his/her sick leave bank, and makes proper application and completes necessary reporting forms in order to be compensated on payroll.
- K. Employees who have sick days remaining in their sick bank at the time of their retirement will be paid for those sick days at a rate of ten dollars (\$10.00) dollars per day.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

- A. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.
- B. An employee with one (1) year seniority or more who, because of serious illness or accident which is non-compensable under Worker's Compensation Law is physically unable to report for work and has exhausted his/her sick leave days, shall be granted a leave of absence for up to twelve (12) months, provided, however, that employee notifies the Employer of his/her condition prior to the exhaustion of sick leave days, and provides a statement from a medical or osteopathic doctor verifying the necessity of the leave prior to the exhaustion of sick leave, and provided that the employee provides a bi-monthly statement during the absence from the doctor verifying the continued need for the leave, and provided that the employee provides a written statement from the doctor fifteen (15) working days prior to the expiration of the leave that the employee is able and capable of resuming his/her normal job duties and hours. A shorter notice may be acceptable at discretion of Superintendent.
- C. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed ninety (90) days for serious illness in the employee's immediate household.
- D. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed twelve (12) months for training

related to an employee's regular duties in an approved educational institution, or any other reason approved by the Superintendent.

- E. Leaves of absence will be granted to employees for up to two (2) weeks who are active in the National Guard or a branch of the Armed Forces Reserves, if the employee in no way contributed to the two (2) week activation; provided further, that such employee makes a written request in no less than thirty (30) days of the time requested.
- F. All leaves requested will be in writing stating the reason for such leave and the length of the leave requested. During any unpaid leave, the Employer shall not be obligated for any fringe benefit payments or accrual of benefits. The employee shall accumulate seniority during the unpaid leave, and shall be entitled to resume his/her regular seniority status at the expiration of the leave. Any employee who violates the terms of any leave shall forfeit all recall and seniority rights.

ARTICLE XV

RIGHTS OF THE BOARD OF EDUCATION

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the School System and its properties and facilities, and the activities of its employees during the school day;
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - 3. To determine work load, hours of employment, and the duties and responsibilities and assignments of employees covered under the Agreement. 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 hereof, and are not in conflict with the Constitution and laws of the United States.
- B. The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of

employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE XVI

TRANSFER AND PROMOTION

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days after the Board decides to fill the vacancy, and the employee shall be given five (5) working days in which to make application to fill the vacancy or new position.

The senior employee making application shall be considered for the transfer. The District will evaluate his/her qualifications for the posted position in accordance with the specified job requirements.

If the senior employee is transferred to the vacant position, and after ninety (90) days following the transfer the Board or its designee determines that the job performance of said employee is not satisfactory, he/she will be transferred back to his/her original position.

ARTICLE XVII

BUS TRIP ROTATION

- A. At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation Supervisor, on forms provided by the Employer, if they desire to be placed on either the active or inactive list, so that the Transportation Supervisor will have available a listing of all the bus drivers who desire to take field trips. An employee may also be transferred from either the active list to the inactive list, or from the inactive to the active list at any time during the school year by requesting a form from the Board of Education Office, and by submitting the proper application in writing to the Transportation Supervisor ten (10) days prior to the transfer becoming effective.
- B. When field trips are to be scheduled, the Transportation Director shall call a meeting of, but not limited to, all drivers on the current active Extra Trip Drivers list on a weekday morning previously agreed to between the Director and those drivers. Attendance would not be mandatory for any driver not interested in taking field trips in the time period for which they would be assigned. The Director shall go down the entire active list until each bus driver has either taken a field trip or has had the opportunity to take the field trip. When all of the bus drivers have either accepted a field trip, or have been asked and refused, the Transportation Director shall then, once again, go to the most senior bus driver on the active list and continue to rotate all the field trip runs according to the length of service among all of the drivers on the active list. A bus driver, who would

have more than forty (40) hours work during the week, if he/she were assigned to a field trip, shall be excluded from the first rotation unless all drivers would have more than forty (40) hours of work for the week. In the event an extra trip should need assignment after the meeting has been held and is dated prior to the next scheduled meeting, or if a driver should be forced by emergency conditions to decline a trip he/she has already accepted, the Director shall refer to the Seniority List at it's last assignment point, and contact drivers in the order of seniority until one has accepted or been assigned the emergency trip.

- C. In the event that all of the bus drivers on the active list refuse the field trip or trips, the Employer may utilize a probationary driver, a qualified substitute, or may require the least senior bus driver on the active list to take the field trip or trips; the next mandatory assignment will be given to the second (2nd) least senior employee, and on up the list.
- D. When there would not be enough drivers on the active list to meet the needs of the Employer, the Employer then may require the least senior employee or employees on the inactive list, which includes both seniority and probationary employees, to take the field trip or trips.
- E. All extra trips will be posted, except for extra trips within the School District during the regular school day. Extra trips within the School District during the regular school day shall be assigned by the Transportation Supervisor.
- F. Bus Drivers will not participate in the Trip Rotation until they have completed ninety (90) calendar days of regular employment.
- G. Bus driver meetings will be held at the discretion of the Superintendent. All bus drivers are required to attend these meetings and shall be paid six dollars (\$7.15), or minimum wage, per hour. Employees shall be given a five (5) working day notice of the meeting. If a shorter notice is given, attendance shall be voluntary.
- H. Drivers shall be guaranteed two (2) hours pay at the extra trip rate when a driver has arrived for an extra trip that has been cancelled without notification. When a driver accepts an "over and back" trip, defined as an extra trip in which the driver takes a group to an event site and then returns to the bus garage with the intent of punching out and returning later, said driver shall be guaranteed two (2) hours pay at the extra trip rate for taking the group, and a minimum guarantee of two (2) hours pay for returning to the event site at a predetermined time to bring the group back. In-District extra trips, whether they are attached to a regular route or not, shall be paid at the extra trip rate with a minimum guarantee of one (1) hour's pay.

ARTICLE XVIII

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 Article XXIV.

ARTICLE XIX

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XX

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect, 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.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, hereafter employed or considered for employment by the Board.

ARTICLE XXI

DURATION OF AGREEMENT

- A. The effective date of this Agreement is July 1, 2011. This Agreement shall continue in full force and effect until June 30, 2014.
- B. If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) days prior to the termination date. If neither party shall give notice of termination, the 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 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 the 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 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Superintendent, Bad Axe Board of Education, 200 N. Barrie Rd., Suite 100, Bad Axe, Michigan 48413, or to any other such address the Union or Employer may make available to each other.

ARTICLE XXII

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its Officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdowns or stoppage of work, boycott, picketing or other interruptions of activities in the School Systems. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE XXIII

VACANCIES, NEW RUNS

- A. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement within the two (2) weeks prior to the start of the school year. All employees shall be notified of all the bus runs and all runs will be offered for bid according to seniority. As in the past, shuttles will be attached to regular runs at the time of bidding. Management will retain the right to adjust schedules (attach different shuttles to different regular runs). Within two (2) weeks after school starts, the Board will notify the Union of any changes, and upon the request of the Union, a meeting will be called and held within five (5) days, when all runs will be re-bid. Should the Employer make major changes during the school year, they may try the changes for two (2) weeks, and then if the changes are to be continued, they will notify the Union of their intention to do so. The Union may request a meeting as described above, to be held within ten (10) days. When we refer to a major change, we mean a situation where a shuttle is added to or taken from a regular run, or the run is increased by fifteen (15) minutes or more.

It is expressly understood that minor changes in runs or shuttles does not constitute a major change. It is recognized that, from time to time in an effort to balance loads, to improve the efficiency of the runs, and other reasons, management will find it necessary to make minor adjustments in regular runs and shuttles. When we refer to regular runs, we mean runs that are for K-12 students going to or from school on a regular daily basis. When we refer to shuttle runs, we mean runs operated on a regular daily basis between the different schools, or between a school and vocational center.

The Employer shall determine the number of employees and shall assign to the least senior driver(s) any runs not bid on.

Employees who do not attend the meeting may submit their written bid for vacancies to the Transportation Supervisor prior to the meeting.

- B. Once the annual bidding of runs has been completed, the combination of runs shall remain with the driver unless:
1. The driver terminates employment during the school year.
 2. The Employer may assign and/or transfer drivers during the school year by mutual agreement between the Union and the Employer.
 3. The Administration considers the change in student population as significant.
- C. In the event that vacancies occur, or a new run is established during the year, such vacancy or new run shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, or within five (5) working days from the date of the establishment of the new run. All vacancies or new runs that are posted

shall include the following:

1. Type of run;
2. Starting date;
3. Starting time (starting time is subject to change by the Board);
4. Description of run.

The employees shall be given three (3) working days time in which to bid on the vacancy or new run. The senior employee who bids on the vacancy or new run shall be assigned to the vacancy or new run on the fifth (5th) working day after completion of the posting period. The original posting and one (1) subsequent posting (if necessary) shall be made. Temporary assignments may be made to fill any vacancy or new run while the process of filling the vacancy or new run is occurring. The Employer shall determine the number of drivers and shall assign to the least senior driver any run not bid on.

- D. Any remaining vacancies which have not been filled by the regular drivers according to Sections A and C of this Article shall be filled by assignment by the Transportation Supervisor.
- E. In the event of a temporary vacancy due to the absence of a regular driver who is on an approved leave of absence for at least ten (10) working days, such vacancy shall be filled from among the regular drivers who have submitted to the Transportation Supervisor their name and availability to substitute on posted temporary vacancy shall it be offered. Substitute drivers for Kindergarten runs will be chosen by first offering said runs to regular drivers, prior to offering it to substitute drivers and to custodian relief drivers. In cases where notice of absence is given to the Board Office less than two (2) hours prior to the run, the Board shall have the right to employ whoever is available. In the event that no regular driver elects to fill the temporary vacancy, the vacancy shall be filled by the Employer.
- F. Temporary vacancies are deemed temporary as long as the regular employee is on an approved leave of absence. When and if it is determined that the regular driver will not be returning to their regular assignment, that vacancy will be filled as specified in Sections A and C of this Article.

ARTICLE XXIV

SALARY SCHEDULE

Salary Schedule		Hourly Rate of Pay	
<u>Classification</u>		Current Employee	New Employee
Building Custodian		\$14.53	
First Ninety (90) Days (probationary)			\$10.50
After Ninety (90) Days (probationary)			\$12.50
Custodian I		\$14.24	
First Ninety (90) Days (probationary)			\$10.00
After Ninety (90) Days (probationary)			\$12.00
Bus Driver		\$14.10	
First Ninety (90) Days (probationary)			\$10.00
After Ninety (90) Days (probationary)			\$12.00
Extra Trips		\$10.34	\$10.00
Head Cook		\$13.54	
First Ninety (90) Days (probationary)			\$12.91
After Ninety (90) Days			\$13.00
Assistant Head Cook		\$12.91	
First Ninety (90) Days (probationary)			\$9.50
After Ninety (90) Days			\$11.00
Cafeteria Assistant		\$11.93	
First Ninety (90) Days (probationary)			\$9.00
After Ninety (90) Days			\$10.50
Cafeteria Helper		\$8.00	
After Ninety (90) Days		\$11.66	\$10.00

1. The extra trip compensation per hour, set forth above, for all drivers (with the exception of those using the special needs bus when special needs students are on board, who will receive an additional responsibility stipend of fifty cents (\$.50) per hour) regardless of whether they do or do not receive insurance benefits.

2. The driver who is assigned to the special needs route through the annual bidding process, shall receive an additional responsibility stipend of fifty cents (\$.50) per hour for each hour that the driver has special needs students that require the special needs

handling on his or her route.

3. Drivers who take an extra duty trip and must give up their regular route shall be compensated at their regular route pay rate for the regular route during the first two (2) hours of the extra duty trip.
4. Assistant Head Cooks who perform the work of head cook for two (2) consecutive work days will then be paid at the rate of head cook effective with the first (1st) day of the assignment.
5. Service Pay - After seven (7) years of service in the Bad Axe Public School District, the employee shall receive fifteen cents (\$.15) per hour, in addition to the hourly rate listed in (#1) Salary Schedule, according to the employee's classification. These fifteen cents (\$.15) per hour increases shall be effective for the first (1st) full pay period following the employee's completion of seven (7) years of service. The date of employment to be used in this Article will be the date listed on the Agreed Length of Service Report, per Article X, Section G. Effective July 1, 1991, following the above procedure, the employee shall receive an additional ten cents (\$.10) per hour after twelve (12) years of service. Effective July 1, 2004, the employee will receive an additional ten cents (\$.10) per hour after twenty (20) years of service.
6.
 - a. 0%-2011-2014-all 3 years
 - b. Up to 1% off schedule for each year 2012-2013 & 2013-2014 provided following:
 - Using the final per pupil funding (including any and all proration's) amount for the school year 2011-2012 as the base value for calculations.
 - Per pupil funding (including any and all proration's) that exceeds the final base value (2011-2012 year) will be calculated by taking 50% of the \$ value that exceeds the 11-12 per pupil funding and applying it as an 'off-schedule' pay increase for the current year up to a maximum of 1% equivalency.
 - Calculated 'off-schedule' payment would be issued on the 21st pay of the school year.
 - EXAMPLE-
 - If 2011-2012 final per pupil funding is \$7000, then if 2012-2013 final per pupil funding is \$7100 (\$100 increase), half of the increase amount (\$50) multiplied by the number of students for that year would be earned as an 'off-schedule' increase with a maximum base increase of 1% possible. The 1% would be calculated based on the salary schedule-

BUT would not be added to said schedule and payment would be issued as 'off-schedule'. The following year salary schedule would be same and the same calculation method used based on the salary schedule-BUT not added to.

ARTICLE XXV

INSURANCE BENEFITS

- A. All Employer paid insurance coverage discussed in the Agreement shall be available to the eligible employee on the first (1st) day month following successful completion of the probation period. Coverage shall be subject to the employee completing the proper application for desired coverage, subject to acceptance by the insurance carrier, and subject to any restriction imposed by the insurance carriers.
- B. Health coverage shall be provided through the Operating Engineers' Local 324 Health Plan, as long as the monthly contribution payment is received from the Employer.
- C. All coverage shall be prorated according to number of hours and months worked as follows:

Custodians: The Employer shall pay 90% of the full cost of the plan for all full time custodians. A full time benefit for custodians will be based on twelve (12) months and thirty two (32) hours per week.

Food Service Employees: The Employer shall pay 90% of the full cost of the plan for all full time food service employees. A full time benefit for food service employees will be based on one hundred eighty (180) work days and thirty five (35) hours per week.

Transportation Employees: The Employer shall pay 90% of the full cost of the plan for all full time bus drivers. A full time benefit for bus drivers will be based on one hundred eighty (180) work days and four (4) hours per day.

Bus Drivers hired after July 1, 2011, will receive fifty percent (50%) of paid health premiums for the first year. Following each of the next 3 years of successful driving, the premium will increase by 10%. Thus, after three (3) years of driving on a consecutive basis for the Employer, the driver would reach a maximum of 80% of health premium paid by the Employer.

- D. Any insurance premium in excess of Board allowance shall be deducted from the employee paycheck. A deduction for the cost of one (1) month's coverage, less Board allowance, shall be taken from the first (1st) check each month (September through May). A prorated deduction will be taken from the second (2nd) and third (3rd) checks

each month (September through May) to cover the cost of coverage for the summer months, including the expected increase that is effective July 1st of each year. Any necessary adjustment will be made on the last check of the year, or, in a case of special extenuating circumstances, on the first (1st) check of the following year.

- E. An employee who becomes eligible for an increased Employer contribution due to a contractual agreement, shall meet the “at work requirement” of said program before they shall become eligible for such coverage.
- F. If an employee terminates employment during the school year, coverage shall terminate on the first (1st) day of the following month, as long as employer complies within time period allowed for notification as stated in Section H.
- G. Specific terms, conditions and coverage governing the insurance shall be set forth in detail in the master policy or policies governing the program as issued by the carriers or carrier.
- H. 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 months prior to the month for which coverage applies. (In most cases, 31 days prior to the coverage month).

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

Should an employee, on whose behalf payment is made, leave the Employer 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:

September 2011	\$957.60
January 2012	\$978.60
January 2013	\$985.60

- I. All employees covered by this Agreement shall be offered a fifteen thousand dollar

(\$15,000.00) term life insurance policy, paid for by the Employer, and subject to acceptance by the carrier. Term life insurance shall have the right of conversion to private pay when an employee terminates employment. At age sixty-five (65), the coverage will be six thousand five hundred dollars (\$6,500.00); at age seventy (70), the coverage will be five thousand dollars (\$5,000.00). Any employee electing his/her right of conversion, in order to keep their term life insurance in force, Must contact the insurance carrier within thirty (30) days of their last day of employment.

ARTICLE XXVI

MISCELLANEOUS

1. **CDL and Required Licensure Regulations**

The Board shall pay the entire cost of a new or renewal CDL Drivers License (including any generally required applicable skills tests, etc.). Should a new driver be in the employ of the District for a period of time less than a full calendar year from the date of issuance of the CDL, the new employee will reimburse the District for the full cost of said license, including skills tests, etc.

The District will not pay for skills tests required on renewal licenses or license extensions under current law.

2. **Physical Examination** (Cooks and Bus Drivers only)

The Board will pay the physical examination cost in full when it is given by the physician designated by the Board of Education. Physical examinations given by other physicians will be accepted, but will be at the expense of the employee.

3. Overnight bus drivers shall be paid for eight (8) hours of driving per day, and shall be reimbursed for lodging on trips when an overnight stay is required. The Board shall make reservations for overnight accommodations in advance. Meal allowances on overnight trips shall be reimbursed up to three dollars (\$3.00) breakfast, five dollars (\$5.00) lunch, and seven dollars (\$7.00) dinner. Meal allowances on extra trips will be covered according to the amounts listed above if the extra trip causes the driver to be on down time at meal times (6:00-8:30 a.m.; 12:00-1:30 p.m.; 5:00-8:00 p.m.). Receipts must be provided for said meal expenses.

4. Safety masks shall be provided for spraying.

5. All bus runs shall be for a minimum of two (2) hours, except Kindergarten, which shall be a minimum of one and one-half (1-1/2) hours (ninety (90) minutes). Drivers who would require more than the regular scheduled time in order to gas or clean their bus (one and one-half (1-1/2) or two (2) hours) shall receive approval from the Superintendent or his designee prior to working beyond regular

approved time.

6. The School District will pay a seniority employee serving on jury duty the make-up pay difference between jury duty pay and the employee's pay for each work day the employee misses because of jury duty. The make-up pay difference shall be limited to thirty (30) days in any year.

ARTICLE XXVII

AUTHORIZED SIGNATURES

AGREEMENT between Bad Axe Public Schools and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, for the period July 1, 2011 through June 30, 2014.

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

FOR THE EMPLOYER

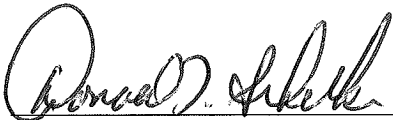
BAD AXE
BOARD OF EDUCATION
760 S. Van Dyke Rd.
Bad Axe, Michigan 48413-1174



President




Secretary



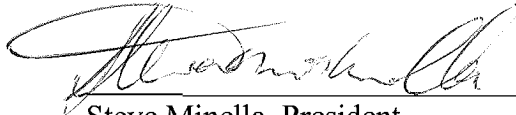
Superintendent

FOR THE UNION

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO
500 Hulet Drive
Bloomfield Township, Michigan 48302



John M. Hamilton, Business Manager



Steve Minella, President



Tom Scott, Recording-Corresponding
Secretary

APPENDIX "A"

1. Unauthorized or excessive absence from work;
2. Conviction of any criminal act;
3. Conduct unbecoming any employee in the public service;
4. Disorderly or immoral conduct;
5. Failure to make proper provisions for liquidation of just debts;
6. Incompetence or inefficiency;
7. Insubordination;
8. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;
9. Any transportation employee bringing or possessing intoxicants or narcotics on school property, or consuming any intoxicants or narcotics during the hours of employment, or reporting for work after having consumed any intoxicating liquor or narcotics in any degree whatsoever, shall be terminated immediately;
10. Neglect of duty;
11. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
12. Violation of any lawful regulation or order made by the Board or its designated representative;
13. Willful violation of any provisions of this Agreement;
14. Deliberate falsification of records and reports.

MEMORANDUM OF UNDERSTANDING

by and between the

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

and the

BAD AXE BOARD OF EDUCATION

In order to achieve optimal efficiency in job performance, the International Union of Operating Engineers, and the Bad Axe Public Schools, agrees that job definition and description are integral to attaining this goal.

Job descriptions shall be a part of the administrative guidelines as required by the policies of the Bad Axe Public Schools. The International Union of Operating Engineers will, from time to time, be asked for input as these job descriptions are necessarily reviewed, and modified in accordance with changing needs.

The various job classifications under the IUOE umbrella are being reviewed on an annual basis, and will be modified and adjusted as is required.

The Bad Axe Public Schools and the International Union of Operating Engineers espouse a philosophy of cooperation and reason, and practice these qualities as we jointly work to provide a harmonious environment in which students can learn and develop into productive and responsible citizens.

FOR THE EMPLOYER

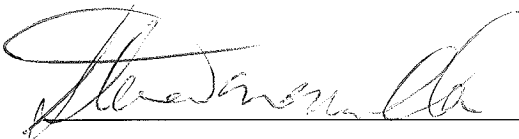
BAD AXE
BOARD OF EDUCATION



9-15-11
Date

FOR THE UNION

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



9-23-11
Date