

# **AGREEMENT**

**between**

**STOCKBRIDGE COMMUNITY SCHOOLS**

**and**

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

**July 1, 2009 – June 30, 2012**

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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 Employer and employees covered hereby, to insure collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

## **ARTICLE II UNION RECOGNITION, AGENCY SHOP, CHECK OFF**

### **Section One - Union Recognition**

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

(b) The term "employee" as used herein shall include all Maintenance and personnel and Custodians who are employees of the Employer, but shall not include students who may be periodically employed to perform work of the nature performed by the employees.

(c) The term "Employer" as used herein shall mean the Stockbridge Community Schools, its Board of Education and, where appropriate, its administrative employees.

(d) The term "Union" as used herein shall mean the International Union of Operating Engineers, Local 547.

### **Section Two - Agency Shop**

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within the ninety-first (91st) calendar day of the effective date of this Agreement or within the ninety-first (91st) calendar day of their hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount not to exceed the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union unless written retraction of the default is received by the Employer before the effective date of discharge.

(d) If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirement of said Federal or State law.

(e) 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.

(f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular service fees.

(g) The Union will defend, indemnify, and save harmless the Employer, the Board of Education members and administrative staff from any and all costs, expenses and liabilities of whatsoever kind or nature, including costs of witnesses, attorney fees or other incidental costs of prosecution or defense, which may in any way result from enforcement of the provisions of this Article.

### **Section Three - Check-off**

(a) The Employer shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month provided however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made. The transmittal to the union shall include information regarding the name of the employee and the amount deducted for the employee.

(b) Such dues or service fees as and when deducted shall be kept separate from the Employer's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

## **ARTICLE III NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

**ARTICLE IV  
BOARD AND ADMINISTRATIVE RULES**

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States or which have been hereto before properly exercised by it, excepting where expressly, and in specific terms are limited by provisions of this Agreement. It is further recognized that the Board, in meeting with responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities, among others, for establishing and enforcing equitable and reasonable rules and personnel policies.

The Board reserves the right to take steps necessary to comply with the Americans with Disabilities Act (ADA). No steps shall be taken or accommodations made that violate this Collective Bargaining Agreement, except as required by the Act.

**ARTICLE V  
VISITATION**

Upon request by the Union and the presentation of proper credentials, non bargaining unit members who are officers, or accredited representatives of the Union shall be admitted into the building of the school system during working hours for the purpose of ascertaining whether this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not interfere with the normal operation of the school district and the duties of the employees and be in areas which would be detrimental to the management and function of the school and its students. Non bargaining unit members who are officers or accredited representatives will notify the central office and building administration of interest in visiting any building. Except as permitted by Article VI, Section (B), bargaining unit members who are officers or representatives of the union shall not perform union business during their work time.

**ARTICLE VI  
STEWARDS**

(a) The employees shall be represented by a Chief and Alternate Steward which shall be chosen or selected in a manner determined by the employees and the union, and whose names shall be furnished to the Employer in writing.

(b) Reasonable arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of attending grievance meetings. The Chief Steward will be allowed reasonable time off to investigate grievances after reasonable arrangements have been made with the appropriate supervisor(s). Chief and Alternate Steward will be permitted time off with pay for attending negotiation meetings.

(c) During their term of office, the Chief and the Alternate Steward shall be deemed to head the seniority list solely for the purpose of lay-off and recall, provided however, that they are qualified to do the required work. Upon termination of their term, their status shall revert to the status they would have been in (i.e. active employment or layoff) had they not enjoyed super seniority.

(d) The Chief Steward shall be furnished the following information within a newly hired employee's first week of employment: name, date of hire, address, classification and job location.

## **ARTICLE VII SAFETY PRACTICES**

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employee may encounter at their places of work, in accordance with the Occupational Safety and Health Act, State and Local regulations.

(b) An employee who breaks their glasses on the job will be able to have the glasses replaced with the Employer paying fifty percent (50%) and the employee paying fifty percent (50%). This provision can only be used by each employee once every two (2) years.

(c) When lifting objects, employees shall take whatever precautions and use whatever equipment necessary to avoid injury.

(d) Use of cell phone or telephone calls during work hours will be limited to work related or emergency calls.

## **ARTICLE VIII JURISDICTION**

Employees who are not members of the bargaining unit shall not perform work covered by this Agreement, except for the purposes of:

Substitution  
Instructional Training  
Student Assistants  
Court Placed Offenders  
Youth Employment Training Programs  
Community Volunteers  
Unit Supervisors

This Article shall not prohibit non bargaining unit members from assisting Bargaining Unit members in the performance of their duties, provided that such assistance will not result in a loss of basic wages or traditional overtime for Bargaining Unit members.

## **ARTICLE IX SENIORITY**

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. Calendar days falling during summer or semester break periods or vacation periods when the newly hired employee is not scheduled to work shall not be counted toward the ninety (90) calendar day probationary period. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during their first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed their probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to sick leave and vacations, except wages and fringe benefits, shall be retroactive to date of hire.

In the event that there would be more than one (1) employee hired on the same day, the employee who accepts the position first shall have more seniority. The Employer shall note on the application the date and time the employee is hired, and shall notify the Union in writing as to these facts. In the event that the Union disagrees with the furnished information, they must notify the Employer in writing of that fact by no later than five (5) working days from the date of the receipt of this information. If the Union does not challenge the information furnished by the Employer within the specified time period, the employees shall be placed on the seniority list based on the information furnished by the Employer.

(c) Employees shall be laid off and recalled according to their seniority in their classification. An employee scheduled to be laid off shall have the right to displace a lesser seniority employee in his/her classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. Seniority shall accumulate while on layoff for up to one (1) year or the length of the employee's seniority at the time of layoff, whichever is less.

(d) An employee will lose their seniority for the following reasons:

1. the employee resigns or retires.
2. the employee is discharged for cause.

(e) Seniority shall be frozen for the following periods of time:

1. An employee is transferred to a supervisory position, with the employee having the right to exercise their seniority within the bargaining unit in the event that the employee vacates their supervisory position.
2. An employee is laid off for more than one (1) year or the length of previous service, whichever is less.
3. An employee is on a discretionary unpaid leave of absence.



(f) A seniority list shall be posted on or about July 1st of each year provided the Union has notified the District of the names of Stewards so they may be placed accordingly. Any objections to the list must be made by the Union within thirty (30) days of posting or the list shall become official for that year. Such list shall contain each employee's name, date of hire, employee's location and classification.

(g) Employees will remain on the recall list for a period of three (3) years. After three (3) years, if the employee has not been recalled, he/she will lose any recall right. Working as a substitute does not count as a recall.

## **ARTICLE X TRANSFER AND PROMOTIONAL PROCEDURE**

(a) Notice of all vacancies and newly created positions to be filled shall be posted on employee bulletin boards within ten (10) working days from the date of the determination to fill the vacancy, and the employees shall be given five (5) working days to make application to fill the vacancy or new position. The Employer shall, from the list of applicants, fill the vacancy or new position (provided the employee has all the necessary qualifications to perform the duties of the job involved). All subsequent vacancies shall be filled by the most senior applicant (provided the employee has all the necessary qualifications to perform the duties of the job involved). When an employee is a successful bidder on a job, the employee shall have the option to return to his/her former position within thirty (30) work days. Upon the position being awarded, the Employer shall post on the employees' bulletin board the name of the employee or employees who were transferred to the new or open positions. Postings pertaining to newly created positions or vacancies shall contain the following information: type of work, starting rate of pay, hours to be worked and classification.

(b) Temporary transfers shall be for a period of not longer than thirty (30) days. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

(c) A temporary vacancy on the day shift, which the Employer can initially determine will exist for two (2) weeks or more, due to the absence of the regularly scheduled day shift employee, will be offered first to employees working on evening or night shift. If such evening and night shift employees decline the temporary transfer, a substitute may be used in the position. Employees will be offered the opportunity for day shift hours by seniority.

(d) An employee temporarily assigned to work for an eight (8) hour day or more in a different classification shall receive the rate of pay of the classification into which transferred, or their own rate of pay, whichever is higher.

## **ARTICLE XI NEW JOBS**

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

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter 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 applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. 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, the new classification shall be added to and become a part of Schedule A of the Agreement.

## **ARTICLE XII DISCIPLINE-DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification or dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. When the Employer feels that disciplinary action is warranted, such action must be taken within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the Employer first became fully aware of the conditions giving rise to the discipline. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, repeated and chronic tardiness. Any disciplinary letter, which is placed into the employee's personnel file by the Employer, shall be removed from that employee's personnel file by no later than sixty (60) months from the date of the most recent disciplinary action.

## **ARTICLE XIII LEAVE OF ABSENCE**

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted leave of absence for a period of one (1) year, which may be extended upon mutual agreement, provided the employee notifies the Employer thirty (30) days in advance of his expected return that he/she will not be returning, and

provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The employee shall furnish the Employer with medical proof that the employee is physically able to return to work before the employee returns from their medical leave. The Board has the right to ask for a second opinion from a doctor of its choice. If such a request is made, the Board will pay the costs.

(b) Leaves of absence without pay shall be granted for no more than one (1) year for prolonged serious physical or mental illness in the immediate family. For purposes of this Section, the term "immediate family" shall be defined as spouse, parents, stepparents, parents-in-law, brothers, sisters, or children of the employee, provided the immediate family member lives in the same house as the employee. The employee shall have the right to request renewal of such leave.

(c) Leaves of absence without pay may be granted for no more than one (1) year for training related to an employee's regular duties in an approved educational institution. The Employer has the option of extending the leave based upon the relevance of the training for the job function.

(d) The reinstatement rights of any employee who enters the military services of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(e) Leaves of absence will 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.

(f) Any employee in the bargaining unit who is elected or appointed for full-time position or office in the Union whose duties require their absence for the term of such office or position.

(g) All reasons for leaves of absence shall be in writing at least thirty (30) days in advance, except in the case of emergency, 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.

(h) An employee who meets all of the requirements for the leaves specified in Sections (a), (b), (d), (e) and (f) of this Article shall be granted a leave of absence without pay and fringe benefits. The employee shall not accumulate seniority during a discretionary leave of absence.

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

**DEFINITIONS**

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) The time elements in the steps can be shortened or extended upon written agreement between the parties.
- (c) For the purpose of processing grievances, days shall be defined as working days, excluding Saturdays, Sundays or holiday(s).
- (d) A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure upon the employee having orally discussed the grievance with the immediate supervisor.
- (e) Any grievance which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous level. The failure of the Employer at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Union within the prescribed time limits set forth in that step level of the grievance procedure shall require that the grievance be advanced to the next step.
- (f) Written grievances are required to contain the following:
1. It shall be signed by the grievant(s) or a representative of the union.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  3. It shall cite the section or subsection of this contract alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.
- (g) A grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.

**STEP ONE**

- (a) Any employee having a grievance shall discuss the grievance informally with his/her supervisor within the five working day period set forth in Section (f) of the definitions portion of this Article. If the grievance is not settled orally, the employee may meet with the

Chief Steward to discuss the grievance within five (5) working days of the informal discussion with the employee's supervisor.

(b) Within ten (10) days of the informal discussion between the employee and supervisor, the Steward may submit the grievance, in writing, to the maintenance supervisor stating the remedy or correction requested plus the facts upon which the grievance is based and the Section(s) of the Contract alleged to be violated. The employee and the Chief Steward shall sign the grievance.

## **STEP TWO**

(a) Maintenance supervisor shall then within five (5) working days meet with the Chief Steward to discuss the grievance.

(b) The maintenance supervisor shall then give his decision in writing within five (5) working days of his meeting with the Chief Steward.

## **STEP THREE**

(a) Any appeal of a decision rendered by the maintenance supervisor shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the maintenance supervisor.

(b) The appeal shall be in writing and shall state the reason or reasons why the decision of the maintenance supervisor was not satisfactory.

## **STEP FOUR**

(a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

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

## **STEP FIVE**

(a) If the decision of the Superintendent of Schools is not satisfactory, an appeal must be presented in writing within ten (10) working days, and state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

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

(c) The committee from the Board of Education shall give their decision in writing relative to the grievance within five (5) working days of their meeting with the Business Representative of the Union.

## **STEP SIX**

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, or, if the Board of Education does not render a disposition then within ten (10) days from the date of receipt of the decision rendered by the Board of Education, or the date that Board's decision was due, the grievance may be submitted to arbitration by filing a demand for arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association which shall also govern the arbitration proceedings.

(b) Each party shall be responsible for the expenses of the witnesses that they may call during any arbitration hearing.

(c) The fees and expenses of the arbitrator shall be borne solely by the non-prevailing party.

(d) The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the conclusion of the arbitration hearing or no later than thirty (30) calendar days from the submission of post hearing briefs.

(e) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union subject to the right of the Employer or the Union to judicial review.

- (f) The following types of disputes are specifically excluded from arbitration.
1. The termination of any probationary employee or failure to reemploy any probationary employee.
  2. Any matter within the jurisdiction of the Michigan Department of Civil Rights or the Equal Employment opportunity Commission.

(g) The Arbitrator shall not have jurisdiction 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 discretion for that of any of the parties hereto.

## **ARTICLE XV HOURS AND WORK WEEK**

### **Section One - Work Day and Week**

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, which shall include a thirty (30) minute paid lunch. The lunch period shall be thirty (30) consecutive minutes mutually agreed upon by the employee and the Building Principal and/or employee's supervisor. The employees shall be required to perform any job duties which would be required during their lunch.

(c) There shall be no change in the work schedule of the employees covered by this Agreement without a thirty (30) day notice unless it is mutually agreeable to the Employer and the Union, except for Act of God days, as described in Article XVII, Section 4 (b), and the establishment of summer hours.

### **Section Two - Overtime**

Overtime rates shall be paid as follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; 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 (1-1/2) will be paid for all hours worked on Saturday with the exception of the normally scheduled third (3rd) shift employees.

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

### **Section Three - Call Back**

When an employee is required to return to work after the completion of their regularly scheduled working hours for burglar alarms, the employee shall receive pay for the actual time worked at time and one-half (1-1/2) their regular rate of pay or a minimum of three (3) hours pay at their straight time hourly rate, whichever is greater.

### **Section Four - Reporting Pay**

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

### **Section Five - Distribution of Overtime Within the Building**

The Employer shall maintain a school district-wide overtime list and overtime lists for each building. The overtime lists shall initially rank employees according to seniority with the

more senior employees placed at the top of the lists. Employees who work in more than one (1) building shall be required to designate which building overtime list he/she desires to be placed upon. This designation cannot later be changed. When the Employer determines work should be performed through the assignment of overtime, the following procedure shall be followed:

### **Step One**

The overtime shall be offered to the employees within the classification and building where the overtime is needed based upon the overtime list for that building.

### **Step Two**

If the overtime opportunity is not filled through Step One, the overtime shall be offered to other employees within the classification, based upon the school district-wide overtime list.

The names of the employees who accept or decline overtime pursuant to the Steps 1 and 2 shall be placed at the bottom of the building and school district-wide overtime lists. The overtime lists will be kept by the Employer. The Employer's obligation to offer overtime will be fulfilled if an attempt is made to contact the employee by telephone. If possible, the employee will be contacted by 6:00 a.m. for day shift overtime and by 12:00 noon for afternoon overtime.

### **Step Three**

If the overtime opportunity is not filled through steps one and two, the employer shall have the right to assign the overtime to an employee in accordance with steps one and two, except the seniority lists shall be inverted. For the purpose of this step three overtime, an employee may decline overtime if: (1) the employee can obtain another qualified bargaining unit member to perform the overtime, (2) the employee has already performed two mandatory overtime assignments or (3) extenuating circumstances.

### **Section Six**

Where the need for overtime is known in advance, the employer shall provide notice of the need as soon as feasible. This section shall not require more than one week advance notice.

### **Section Seven**

All employees will be entitled to two (2) fifteen (15) minute relief times, except that an employee working less than five (5) hours per day may receive only one (1) fifteen (15) minute relief time. Relief time must be taken after the first hour and before the last hour in the employee's work day. Relief time cannot be taken in conjunction with the employee's lunch period. Employees working overtime past a regular shift will be entitled to an additional fifteen (15) minute relief period for every two (2) hours worked.



### **Section Eight**

When a substitute is needed, an attempt will be made to contact laid off employees before others are called. Laid off employees used as substitutes will be paid the substitute rate of pay.

### **Section Nine**

If an employee is absent due to illness which is not expected to last more than five (5) work days and the Employer cannot obtain a substitute, employees in the classification of the absent employee will be offered the overtime to perform the absent employees duties. Overtime will be offered in accordance with Steps 1 and 2 set forth in Section Five of this Article. This Section shall not be construed to limit the Employers discretion regarding how the work of an absent employee should be performed where the absence is due to reasons other than illness anticipated to be of a duration of less than five (5) working days.

## **ARTICLE XVI SICK LEAVE AND FUNERAL LEAVE**

### **Section One - Sick Leave**

(a) Each Employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit on the maximum number of days accumulation. The employee will only earn a sick day for each month in which he/she is at work for all scheduled workdays. Only vacation, FMLA leave, funeral leave, jury duty, school business days, "Act of God" days, holidays and personal business days will count towards the days worked.

(b) Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury. Sick days may be used to attend to any family member who is ill. Employees shall call in as soon as they are aware they will not be able to work. To be eligible for paid sick leave, first shift employees must provide at least one (1) hour advance notice that the employee will be absent and second shift employees must provide at least two (2) hours advance notice that the employee will be absent. The Employer may request verification of any illness, which extends beyond two (2) days. Sick days may be used for medical, dental or optical examinations or treatment of the employee if the employee gives written notice three (3) days in advance, except in emergency. The notice must include the name of the doctor and the time of the appointment. Quarterly, based upon the contract year, each employee with perfect attendance shall receive a bonus of seventy-five dollars (\$75.00) Perfect attendance shall be defined as:

1. No absence other than funeral leave, jury duty, or vacation.
2. Employee reports for and leaves work at the proper time.

(c) Employer shall maintain records of sick leave and vacation accumulated and taken so that they will be available to employees upon request once every six (6) months.

(d) All employees covered by this Agreement who have completed five (5) years of service with the Employer shall be paid fifteen dollars (\$15.00) per day upon retirement with a maximum payment of two thousand five hundred dollars (\$2,500) to be paid.

**Section Two - Funeral Leave**

(a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family.

The immediate family shall be construed to mean spouse, grandparents, spouses grandparents, parents, parents-in-law, stepparents, brothers, sisters or children of the employee. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to the employee's allowable sick leave.

(b) Employees shall be granted up to two (2) working days off with pay due to the death of a grandchild, brother-in-law, sister-in-law or stepchild.

(c) Employees shall be granted one-half (1/2) day with pay to attend funerals of non-family member (if staffing permits). Such time shall be charged to the employee's sick bank.

**Section Three - Personal Business Days**

(a) All Employees covered by this Agreement shall be entitled to two (2) days per year for personal emergency and/or business leave which shall not be charged against allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual sick leave bank in addition to the employee's normal sick leave accumulation. Requests for personal business leave shall be granted under the following conditions subject to staffing:

1. Requests for leaves must be submitted in writing at least three (3) days in advance to the Director of Buildings and Grounds.
2. In applying for such days, the employee is verifying proper use.
3. Business leave shall only be granted for business, which cannot be completed during non-working time. It shall not be used for recreational purposes, seeking other employment or performing another job.
4. Personal business days shall not be granted for the days immediately preceding or following holidays and vacations.
5. Advance notice and holiday or vacation provisions may be waived in cases of emergency.
6. Misuse of such days shall subject the employee to disciplinary action.

#### **Section Four - Emergency School Closing**

(a) Whenever schools are closed for the day due to severe weather or other emergencies, the employees covered by this Agreement shall report for a minimum of four (4) hours and be paid for their normal workday. Any hours authorized and worked beyond four (4) hours will be paid in addition to the full day's pay at the regular hourly rate of pay. School closing shall mean if the school is closed before 9:00 a.m.

(b) Employee's work schedule may be changed during emergency school closings, as long as the employee is notified three (3) hours before their shift is scheduled to begin. This provision applies only to the second and third shift and only when there is an activity that cannot be canceled. Notice may be reduced to not less than one (1) hour notice when three (3) hours notice is not possible.

(c) The Superintendent or his designee may grant a change of shift starting times, if so requested by employees. With the permission of the Superintendent or his designee, second and third shift employees may advance the starting and ending times of their shift when school is closed due to an emergency school closing.

(d) Custodians who have prearranged personal business days, or have prearranged appointments related to family/personal sick days may call the superintendent's office on emergency snow days to make themselves available for work. By reporting for work as directed, they may then be paid per Article XVII Section Four of the contract between the International Union of Operating Engineers and the Stockbridge Community School District and not be charged for a personal business or sick day.

#### **Section Five**

Whenever a building is in use during other than normal working hours for scheduled activities that in the opinion of the supervisor will generate a need for custodial services, a Custodian will be assigned for the necessary cleanup. Such Custodian will be selected from the school-wide overtime list and rotated as equally as possible according to seniority.

**ARTICLE XVII  
HOLIDAYS**

(a) **For employees hired prior to July 1, 2009**, the Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Day before/after July Fourth	*President's Day
Friday before Labor Day	

\*The day before/after the July Fourth holiday shall be taken the weekday day before or after July Fourth or the weekday day before or after the weekend day containing July Fourth as mutually agreed upon. The President's Day holiday shall be taken on the day school is not in session in observance of President's Day. If either the day before/after July Fourth, Friday before Labor Day or President's Day is not available, a vacation day shall be substituted.

(b) For employees hired after July 1, 2009, the Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

Memorial Day	Labor Day
New Year's Day	Thanksgiving Day
Christmas Day	July Fourth

Work for these employees may be made available on days that are paid vacations for other bargaining group members at the discretion of the superintendent

(c) 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.

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

(e) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay for the holiday; in the event the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall receive the day off with pay for the holiday at a later date that is mutually agreeable to the employee and the Employer.

(f) Employees off sick on the holiday or the day before or after the holiday may be required by the Employer to submit medical proof of illness in order to receive holiday pay.

(g) The Superintendent or his designee may grant a change of shift starting times if so requested by employees. With the permission of the Superintendent or his designee, second and third shift employees may advance the starting and ending times of their shift on holidays which are not paid holidays.

## **ARTICLE XVIII INSURANCE PROTECTION**

### **Section One - Hospitalization Insurance**

(a) Negotiations on health insurance will continue during which current insurance coverage will remain. All other provisions of the contract will be operative upon bargaining unit ratification.

(b) If the employee does not elect to receive the hospitalization insurance benefits in Section One (a), two hundred fifty dollars (\$250.00) per month may be paid to the employee in lieu of insurance. If four (4) employees “opt out” of hospitalization insurance, the in lieu amount will increase to \$325 per month and if five (5) or more employees “opt out” the in lieu amount shall increase to \$350 per month.

### **Section Two - Dental Insurance**

The Employer agrees to pay the full premium for the dental insurance specified in Appendix A for the employee and his/her dependents.

### **Section Three - Life Insurance**

The Employer shall pay the total premium for an *AFL-CIO* term life insurance policy in the amount of fifteen thousand dollars (\$15,000.00) plus AD&D.

### **Section Four - Long Term Disability**

The Employer shall pay the total premium of the *long-term* disability benefits specified in Appendix A. Negotiations on disability insurance will continue while all other provision of the contract will be operative upon bargaining unit ratification.

### **Section Five - Vision**

The Employer shall pay the premium for a Vision Plan specified in Appendix A.

### **Section Six – 125 Plan**

The district shall initiate a 125 Plan.

**ARTICLE XIX  
VACATIONS**

(a) For employees hired before July 1, 2009, after one (1) year of service - two (2) weeks vacation with pay; after five (5) years of service - three (3) weeks vacation with pay; after ten (10) years of service - four (4) weeks vacation with pay; after an employee's eleventh (11th) year of service he/she will receive an additional vacation day, and one (1) day will be granted every two (2) years thereafter.

(b) For employees hired after July 1, 2009, after one (1) year of service - one (1) week vacation with pay; after three (3) years of service - two (2) weeks vacation with pay; after an employee's eleventh (11th) year of service one (1) additional paid vacation day will be granted every two (2) years thereafter up to a maximum of three weeks.

(c) Vacations will be accrued and be granted semi-annually, based on the employee's anniversary date of employment.

(d) The Employer will pay the dollar value of the employee's vacation that the employee has accumulated when the Employer receives a written request for such from the employee.

(e) Employees terminating employment or on a leave of absence may receive the cash payout for their accumulated vacation earned at the time of their last day worked.

(f) Each employee may take only one (1) week of their vacation during actual student scheduled time each school year. The employee must give one (1) week notice to the Employer. Exceptions will be made at the Superintendent's discretion. A second week will be provided to an employee if a substitute is available and if it does not cause any undue disruption to school operations.

(g) Vacation will be scheduled on a first come basis. If two (2) people apply on the same day, seniority will prevail.

(h) A maximum of 60 days of vacation may be taken in a single school year.

## **ARTICLE XX GENERAL**

### **Section One - Tax Sheltered Annuities**

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

### **Section Two - Deductions**

The Employer agrees to make available to the employees covered by this Agreement any payroll deduction services that are available through the school district such as Savings Bonds, Credit Union, etc.

### **Section Three - Continuing Education**

The Employer agrees to pay the full tuition fee or any other amount mutually agreed to by the parties for any employee it so designates to attend a workshop, inservice training seminar, self-improvement course or other job related training which is of such a nature specifically designed to provide on the job improvement.

### **Section Four - Physical Examination**

The Employer agrees to pay the full cost of any physical examination by the Employer's selected physician in all instances where the Employer requires such physical examination.

### **Section Five**

Upon written request, the Employer shall provide an individual pass for each employee, which will provide that employee free admission to all school athletic events held at Stockbridge Schools.

### **Section Six**

If there is no heat or water in a building, with the permission of the Superintendent or his designee, the Custodian may leave without loss of pay.

### **Section Seven**

With the permission of the Superintendent or his designee, a custodian shall be given additional time to do his/her cleaning if an activity runs late.

**ARTICLE XXI  
JURY DUTY**

Employees requested to appear for jury qualification or service, or who are ordered to testify in court under subpoena (with the exception of court appearances related to labor disputes involving the Board) shall receive their pay from the Employer for such time lost as a result of such appearances or service, less any compensation received from the court. The employee shall notify the Employer as to their ability to report to work on a day to day basis.

**ARTICLE XXII  
WORKER'S COMPENSATION**

In the event that an employee suffers an injury or illness that is compensable under the Michigan Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under Worker's Compensation, provided that said employee reimburses the Employer the amount of wage continuation benefits the employee receives under Worker's Compensation for any day for which the employee receives sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for Worker's Compensation received, the employee's sick leave will be reduced by one-half (□) day first 60 days, then one-quarter (1/4) day.

**ARTICLE XXIII  
BENEFITS**

It is agreed between the parties that any employee who works less than the established hours in their classification and is covered by this Agreement shall be entitled to a prorated portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer, with the exception of the hospital insurance in which the employee must regularly be scheduled to work a minimum of thirty (30) hours per week to be eligible for such benefit. Part-time employees will be prorated at one-half (1/2) of the benefits of regular employees if it is permitted by the rules of the carrier.

**ARTICLE XXIV  
CLASSIFICATION AND COMPENSATION**

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



**ARTICLE XXV  
BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXVI  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section One**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions 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 Two**

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

**Section Three**

If any Article or section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected 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.

**ARTICLE XXVII  
TERMINATION AND MODIFICATION**

(a) This Agreement shall continue in full force and effective until June 30, 2012.

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

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

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if the Employer, addressed to the Stockbridge Community Schools, 305 West Elizabeth Street, Stockbridge, Michigan 49285.

(e) The effective date of this Agreement is upon ratification by both parties.

IN WITNESS WHEREOF: the parties herein have caused this instrument to be executed.

**STOCKBRIDGE COMMUNITY SCHOOLS**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 547,  
AFL-CIO**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

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

\_\_\_\_\_  
Recording/Corresponding Secretary

**SCHEDULE A  
SALARY SCHEDULE  
For Employees Hired Before July 1, 2009**

<u>CLASSIFICATION</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Maintenance	\$19.46	\$19.46	\$19.46
Custodian	\$15.97	\$15.97	\$15.97

Insurance conversion language – fifty cents (.50) per hour beginning July 1, 2005.

**SALARY SCHEDULE  
For Employees Hired After July 1, 2009**

<u>CLASSIFICATION</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Maintenance	\$14.00	\$14.00	\$14.00
Custodian	\$11.00	\$11.00	\$11.00

There shall be two (2) classifications, Custodian and Maintenance. Also any overtime for grounds work on a daily basis shall be open for seniority work from total custodial/maintenance who are qualified. This would mean any overtime more than two (2) hours per day, Saturday and Sunday and holidays. This overtime shall be made available to day shift personnel during the week or any member for weekends and holidays.

A newly hired employee shall be paid thirty cents (\$.30) per hour less than the specified base rate of pay during their probationary period.

All employees may use sick days in one-quarter (1/4) days instead of half (1/2) days.

**LONGEVITY**

<u>YEARS</u>	<u>LUMP SUM</u>
4 TO 5	\$110
6 TO 10	\$160
11 TO 15	\$265
16 TO 20	\$370
21 AND ABOVE	\$475

To be eligible for the lump-sum longevity payment, the following conditions must be satisfied:

- (1) The employee must work at least 1500 hours in the year. Hours spent on paid sick leave, paid holidays and approved leave shall count toward the fifteen hundred (1500) hours.
  - (2) The employee must be employed the last day of the Contract year.
- The lump-sum payment shall be made with the last pay of the Contract year.

**APPENDIX A  
INSURANCE**

- A. Self Insured Vision and Dental coverage will begin November 1, 2009, with the same coverage as for the 2008-2009 school year for the term of the agreement.
  
- B. Effective October 1, 2009, all bargaining unit members will cease to be paid \$75 per month previously agreed to as an insurance conversion bonus.
  
- C. Effective October 12, employees hired before July 1, 2009, who have selected to receive the specified health insurance, shall pay \$25 per month toward their health insurance premium, which shall be paid by the employee through payroll deduction.
  
- D. Effective upon negotiation of a new plan, employees hired after July 1, 2009, who have selected to receive the specified health insurance, shall pay \$60 per month for single coverage, \$80 per month for two-person coverage, and \$90 per month for family coverage, toward their health insurance premium, which shall be paid by the employee through payroll deduction.

## **MEMORANDUM OF UNDERSTANDING**

**A.** The Union and the Board agree that, based on the district's financial condition and other criteria set by the Board, the Board may offer early retirement incentives to members of this Bargaining Unit, all in compliance with applicable State and Federal statutes and regulations.

**B.** If, during the term of this agreement, the Board agrees to a wage increase for another organized bargaining unit that is not financed by a reduction in their benefits or change in their working conditions, the Board agrees to extend the same increase International Union Of Operating Engineers Local 547 - A, B, C, E, & H - AFL – CIO members.

**APPENDIX B  
JOB DESCRIPTION**

**HEAD CUSTODIAN**

1. Be able to handle the operation and general maintenance of all equipment in his building.
2. Display initiative in maintaining the operation and appearance of his building.
3. Be able to assume leadership and responsibility in satisfactorily laying out the work with others and communicating with others concerning their work responsibility.
4. Be able to properly initiate requisitions to adequately maintain supply levels of materials in the buildings.
5. Be physically vigorous enough to perform the work required.
6. Have good moral habits.
7. Be able to read, write and follow instructions.
8. Be able to work with children, staff and the public.
9. Exhibit a positive attitude of pride in his assignment, the appearance of his building and/or his equipment and work.
10. Be able to initiate, work at and complete tasks without close supervision.
11. Continues to perform normal custodial duties as required.
12. Be responsible for monthly check list report for their building.

**APPENDIX C  
JOB DESCRIPTION**

**CUSTODIAN**

Duties Statement

The Custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds. The Custodian is under the direction of the Supervisor of Buildings and Grounds or any other administrator appointed by the Employer, who is responsible to the Superintendent of Schools.

Typical Examples of Work Performed:

The Custodian carries set routine tasks of daily cleaning which includes sweeping and mopping of floors; floor washing as needed; emptying and cleaning waste receptacles; dusting and straightening the arrangement of furniture and equipment; cleaning chalkboards, heating units, ledges, shelves and sills; cleaning and sanitizing of restrooms, shower rooms and kitchen; replacing expendable supplies; replacing light tubes and bulbs; leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. The Custodian performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilation, furniture and equipment in building and on grounds, performing periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing equipment, painting, refinishing, constructing and remodeling. The Custodian shall maintain school roadways, lawn, shrubbery, trees, fencing, drains, playgrounds and their equipment, the athletic fields and their equipment as he is directed. The custodian maintains security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage, reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property, sets good examples for young people using sound judgment and displaying proper attitudes in performing the work, dealing with others, and in personal appearance and conduct, perform the duties with care and thoroughness using good sense and in the knowledge that the Custodian's contributions are an indispensable part of the teamwork required in promoting good education. The Custodian shall carry out matters of preparing facilities for use at school and community events and on the premises, then returns the areas to proper condition of regular use. The Custodian shall load and unload trucks, move, store, transport and unpack supplies, materials, etc., and any other such duty as required by the building administrator or custodial supervisor.

