

AGREEMENT

between the

SHEPHERD PUBLIC SCHOOLS
BOARD OF EDUCATION

and the

INTERNATIONAL UNION
Of
OPERATING ENGINEERS

LOCAL 324

A, B, C, E, G, H, P

AFL-CIO

MAINTENANCE/CUSTODIAL
BARGAINING UNIT

2012-2015

AGREEMENT

This Agreement, made and entered into between the Shepherd Public Schools, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 324 - A, B, C, E, & H - AFL-CIO, hereinafter referred to as the "Union". It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees.

Witnesseth: In consideration of the mutual undertakings and agreements hereinafter set forth, and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for its Maintenance and Custodial employees but excluding supervisors (as defined by PERA), temporary employees, substitutes, youth/JTPA workers, and summer help, and all other employees.

Section 2.

The term "Employee" as used herein, shall include all Maintenance and Custodial employees of the Employer.

Section 3. Union Security and Agency Shop

- A. Within ninety (90) calendar days of the date of hire by the Employer, All Employees shall as a condition of employment, pay either union dues or a service fee in an amount determined by the union.
- B. The deduction of dues and service fees is a condition of this agreement and as such, will be payroll deducted pursuant to the authority set forth in MCLA 408.477.
- C. The Union will certify, at least annually, to the Employer fifteen (15) days prior to the date of the first payroll deduction for membership dues, and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and service fees to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. The Union also agrees to furnish the Employer, upon request, with all information necessary for the Employer to make a determination as to the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees which have all been identified by the Union as properly chargeable.

- D. An employee who, because of bonified individual religious beliefs, or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employees shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Employer and the Union.

- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this section. Further, the Union agrees to indemnify and save the school district, the Board of Education, the individual members of the Board of Education, and individual administrators and employees harmless against any and all claims, demands, costs, suits, claims for attorneys fees, or other forms of liability, as well as all court and/or administrative agency costs that may arise out of or by reason of action by the Employer or its agents for purposes of complying with the union's security provisions of this Agreement.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the union security and payroll deduction provisions of this section, as set forth above, shall immediately be considered inoperative pending negotiation on successor language.

Section 4. Check Off

- A. When dues and fees are transmitted to the union, the funds will be accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

- B. Such fees will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the International and the Local 547, I.U.O.E. Each employee and the Union hereby authorizes the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 547 of the International Union of Operating Engineers, AFL-CIO.

- C. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

- D. The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is utilized and to provide the non-member an expeditious and impartial hearing regarding any objections. The Union shall provide a copy of said procedure to the Employer upon request.

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 affirm 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 III RIGHTS OF THE BOARD OF EDUCATION

Section 1.

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 Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing rights:

- A. To the executive management and administrative control of the school system and its property and facilities, and the activities of its employees during the school day of employment.
- B. To hire all employees and subject to provisions of law, to determine their qualifications, including physical condition, and conditions for their continued employment for such employees.
- C. To determine work load, hours of employment, and the duties and responsibilities and assignment of employees covered under this Agreement.
- D. To promote, suspend, and discharge employees, transfer employees and layoff, but not in conflict with this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such

specific and express terms hereof are not in conflict with the constitution and laws of the State of Michigan and of the United States of America.

Section 3.

The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and the other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

**ARTICLE IV
VISITATION**

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

**ARTICLE V
STEWARDS**

Section 1.

The employees shall be represented by a Chief Steward and shall be made known to the Employer.

Section 2.

Mutual arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with the employee's supervisor.

**ARTICLE VI
SAFETY PRACTICES**

Section 1.

The Employer and the employee will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employee's normal job.

Section 2.

The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII JURISDICTION

Employees not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of training employees who are covered by this Agreement, substituting for absent employees, experimentation, in cases of emergency, or in performance of work when operational difficulties are encountered and qualified employees are not immediately available.

This Article shall not limit the Employer's right to hire summer help whose employment shall be of a duration of ninety (90) days or less. Said employees will not be covered by the terms of this Agreement.

Additionally, the Employer may fill vacant positions due to vacations, leaves of absence, and sick leave exclusively with substitutes.

ARTICLE VIII SENIORITY

Section 1.

A newly hired employee shall be on a probationary status for seventy-five (75) working days with a sixty (60) working day extension option by mutual agreement between the Employer and the Union. Such days shall be taken from and include the first (1st) day of employment.

Section 2.

If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, the Employee may be dismissed or disciplined by the Employer during this period without recourse to the grievance procedure. Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.

Section 3.

After satisfactory completion of the probationary period, seniority shall be retroactive to the starting date of employment.

Section 4.

In addition to the other reasons stated in this agreement, an employee will lose seniority for the following reasons:

1. Resignation or retirement
2. Discharged for cause

Section 5.

Employees shall be laid off or recalled within their classification (see Schedule A) according to their seniority as defined in Section 6 below. An employee in a position scheduled to be eliminated or reduced in hours shall have the right to:

1. Displace a lesser seniority employee within their classification provided the senior employee is qualified to hold the position held by the less senior employee.
2. If there is no senior employee with less seniority within the classification, the employee may displace a lesser seniority employee in another classification that pays the same or less per hour provided the employee is qualified to hold the position held by the less senior employee.

Section 6.

Seniority shall be defined as the length of continuous uninterrupted service to the district within the bargaining unit.

Seniority shall accumulate during periods of unpaid leaves and layoff, however, effective for layoffs and unpaid leave time after July 1, 2006, such time will not be used for purposes of longevity pay calculations.

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

Section 7.

An agreed to seniority list shall be placed on employees' bulletin boards, and a copy of such list is to be mailed to the Union's office, on or about July 1st of each year. Such list shall contain the employee's name, date of hire, employee's location and classification.

Within ten (10) working days of posting the seniority list, employees may object to any alleged errors in the list. Thereafter, the list shall be considered final and conclusive.

Section 8.

Employees who are terminated or disciplined during the probationary period shall not have recourse through the grievance procedure.

Section 9.

Within the hours and scheduling needs of the District, it is the preference to have full-time positions. If a full-time position is to be divided into part-time positions, the Employer and Union shall meet prior to the division of the position.

**ARTICLE IX
TRANSFER AND PROMOTIONAL PROCEDURE**

Section 1. Vacancies and Newly Created Positions

- A. All job vacancies and newly created positions in the bargaining unit shall be posted on employee's bulletin boards within ten (10) working days of the vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.

With the exception of the maintenance skilled work classification, the senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. The selection of applicants for the maintenance skilled work classification, whether inside or outside the bargaining unit, is reserved to the district and is not subject to the grievance procedure. Applicants from within the bargaining unit who are qualified will be guaranteed an interview for the maintenance skilled work classification.

Newly created positions or vacancies are to be posted in the following manner:

1. The type of work.
 2. The place of work.
 3. The starting date.
 4. The rate of pay.
 5. The hours to be worked.
 6. The classification.
- B. In the event that the administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting between representatives of the Union and the administration will be held in order to review the reasons why the administration does not want to place the highest seniority employee in the open position. In the event the Employer then does not place the

highest seniority applicant in the open position, the Employer shall furnish the affected employee the written reason or reasons as to why the employee was not awarded the open position, with that employee having the right to grieve the written reason or reasons given by the Employer.

Section 2. Trial Period

An employee promoted to an open or newly created position shall serve a trial period of up to thirty (30) working days in the same classification, or sixty (60) days when transferring to a higher paying classification. In the event that the employee's work performance is unsatisfactory to the Employer during this trial period, the Employer may return the employee to their former position, or in the event that the employee requests to be returned to their former position during this trial period, the Employer shall honor such request. In the event that the Employer returns the employee to their former position during this trial period, the affected employee shall be furnished the written reason or reasons as to why their work performance was unsatisfactory, with that employee having the right to grieve those written reasons given.

Section 3. Temporary Transfers

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit, shall be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.
- B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and shall be posted for bidding from interested employees.

ARTICLE X NEW JOBS

Section 1.

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 shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job that has been placed into effect upon the institution of such job.

Section 2.

The new classification and pay rate shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working 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. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to mediation. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the mediation procedure, the new classification shall be added to and become a part of Schedule A.

ARTICLE XI DISCIPLINE DISCHARGE OF NON-PROBATIONARY EMPLOYEES

Section 1.

When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date that the Employer first had knowledge of the conditions giving rise to the discipline.

Section 2.

An employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy in writing of all such notices.

Section 3.

Employees shall be subject to dismissal and/or disciplinary action for any, but not limited to, the following reasons: drunkenness, dishonesty, insubordination, incompetency, conduct unbecoming an employee in the public service, or willful violation of the Employer's rules.

Section 4.

If the administration takes into consideration any prior discipline in determining the level of disciplinary penalty on a current infraction, the parties agree that the propriety of using the prior discipline is subject to review through the grievance procedure.

ARTICLE XII NON-PAID LEAVES OF ABSENCE

Section 1.

An employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period of up to one (1) year, which may be extended by the Employer, provided the employee promptly notifies the Employer of the necessity therefore and provided further that the employee supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, or the continuation of such absence, when the same is requested by the Employer.

Section 2

Leaves of absence may be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same household.

Section 3.

Leaves of absence may be granted for up to one (1) year for training related to an employee's regular duties in an approved educational institution.

Section 4.

The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by Congress, 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.

Section 5.

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, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

Section 6.

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

Section 7.

All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested. A copy of the request, whether

approved or denied, will be maintained by the Employer, with a copy to be furnished to the employee and a copy sent to the Union.

Section 8.

An employee who meets all of the requirements as hereinbefore specified in Sections 1 through 7 may be granted a leave of absence without pay, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

Employees on a thirty (30) day or longer leave of absence shall notify the Employer at least two (2) weeks prior to returning to work. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

Section 9. Family Medical Leave

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

ARTICLE XIII GRIEVANCE PROCEDURE

Definition:

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

Step One

- A. An employee having a grievance shall present it orally, within five (5) working days of the alleged violation, to his/her supervisor.
- B. The supervisor shall discuss the grievance with the employee.
- C. If the grievance is not settled orally, the employee or the supervisor, within one (1) working day, may request a meeting with the Steward to discuss the grievance.

Step Two

- A. The Steward must then, within five (5) working days of the oral discussion with the supervisor, submit the grievance in writing to the supervisor, and indicate the alleged contract violation and the remedy desired. The written grievance shall:
 - 1. Be signed by the grievant;
 - 2. Provide a summary of facts giving rise to the grievance;
 - 3. Cite alleged Contract provisions violated;
 - 4. Contain the date of the alleged violation; and
 - 5. Specify the relief requested.
- B. The supervisor shall then, within two (2) working days, establish a meeting date with the Steward to discuss the grievance.
- C. The supervisor shall then give his/her decision in writing relative to the grievance within two (2) working days of his/her meeting with the Steward.

Step Three

- A. Any appeal of a decision rendered by the 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 supervisor.
- B. The appeal shall be in writing and state the reason or reasons why the decision of the supervisor was not satisfactory.

Step Four

- A. The Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
- B. The Superintendent shall give his/her 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 Union is not satisfied with the disposition of the grievance by the superintendent, then within forty-five (45) calendar days from the date of receipt of the decision rendered by the superintendent, the grievance must be submitted to arbitration.

- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of receipt of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for a list of arbitrators.
- C. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or that of any of the parties hereto.

The arbitrator shall not have the authority to rule on the termination or discipline of probationary employees, any claim or complaint for which there is another remedial procedure or forum established by law or operation of regulations having the force of law or evaluations.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that the employee may have received from any source during the period in question but in no event, for a period in excess of twenty-five (25) work days. No decision in one case will require retroactive adjustments in another case.

- F. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one (1) party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.
- G. The arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Employer, and the Union subject to the standards for judicial review.

ARTICLE XIV HOURS AND WORK WEEK

Section 1.

- A. The regularly scheduled work week for full-time employees shall consist of forty (40) hours beginning at 12:15 a.m. Monday and ending one hundred twenty (120) hours thereafter with the exception of the project person, whose schedule may be altered to accommodate the district's needs. The project person will be

given one (1) week's notice of a shift change, except for unusual circumstances that may occur in the normal operations of our district.

- B. The normal work day for full time employees shall be eight (8) hours. The employees scheduled to work at least five (5) hours per day shall take a one-half (1/2) hour unpaid lunch period.
- C. The Employer will set the employees' schedules for working hours for the entire student school year before the beginning of the student school year.
- D. Day employees unable to report for work on a given day shall report to their supervisor one (1) hour prior to their shift. Other employees shall notify the school switchboard two (2) hours prior to their shift, except in cases of emergency. If the procedure is not followed, the employee shall not be paid for the day.

Section 2.

With the exception of Sundays, time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours physically worked in one (1) work week. With the exception of paid funeral and bereavement time afforded under article 15, section 8, and holidays under article 16, section 1, paid time off regardless of its origins will not count in computing overtime. Double-time (2X) will be paid for all time worked on Sunday.

Section 3. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled hours, the employee shall receive pay for the actual time worked at time and one-half (1-1/2) the employee's regular rate, or a minimum of three (3) hours pay at his/her straight time hourly rate, whichever is the greater. Call backs shall be rotated among qualified employees.

Section 4. Shift Differential

Employees who are scheduled to work four (4) or more hours between the hours of 3:00 p.m. and midnight will receive a shift differential of twenty-five cents (\$.25) per hour for all hours worked that day.

Employees who are scheduled to work four (4) or more hours from midnight to 8:00 a.m. will receive an additional thirty-five cents (\$.35) per hour added to the base rate.

In the event a third (3rd) shift is established, all jobs shall be posted for bids. If no one bids on the third (3rd) shift, the least seniority employees would be assigned.

Section 5. Distribution of Overtime

- A. Overtime and additional hours shall be divided and rotated as equally as possible according to seniority within the classification (see Schedule A) and among those

employees who regularly perform such work, provided they are qualified to perform such work.

- B. An additional hours list will be posted for seven (7) calendar days prior to the beginning of each month. Employees interested in working additional hours will be responsible for indicating their interest by signing such a list for the upcoming month. The list will be removed on the first (1st) day of the month.
- C. Part-time employees will be called first to fill positions that are vacant due to vacations, leaves of absence, sick leave, or personal days, should substitutes or grounds project employees not be available. Where the employer determines to have the work performed, if there are no part-time, substitutes or grounds projects employee available, the employer will use full-time employees subject to the provisions of section a above.

Section 6. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day. Such periods shall be confined to the premises and the exact time is to be determined by the supervisor within the general terms of the Agreement.

ARTICLE XV PAID LEAVE

Section 1.

Each employee will be granted twelve (12) days of leave annually with pay, to be used for sickness, injury, or serious illness. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, leave days will be one (1) day for each full month of service. This leave may accumulate from year to year to a maximum of one hundred ten (110) days accumulation to include current year leave days.

Section 2.

All employees covered by this Agreement shall be furnished with records of sick leave accumulated and taken on or about July 1st and January 1st. Employees will promptly notify the Employer of discrepancies in said records.

Section 3.

An employee who has completed ten (10) years of service in this school system, and who otherwise meets all eligibility requirements for retirement under the Michigan Public School Employees Retirement System, shall be paid in full for all of his/her unused accumulated sick leave days, up to a maximum of fifty-five (55) days, and for one-half

(1/2) of his/her normal day's pay for all days accumulated over fifty-five (55) days upon the employee's retirement.

New employees hired after July 1, 1995, with ten (10) years of service shall receive forty percent (40%) of their daily rate for the first fifty five (55) days, and eighty percent (80%) of their daily rate for the next fifty-five (55) days.

Employees hired on or after July 1, 2012 will not be eligible under this section.

Section 4.

An employee will be allowed to use five (5) sick leave days per year for illness in their immediate household that requires the employee to provide care and attendance at home.

Section 5.

Sick leave may be utilized by an employee for appointments pertaining to the employee's own physical condition with the doctor, dentist, or other recognized practitioner, to the extent of time required to complete such appointments when it is not possible to arrange such appointments during non-duty hours.

Section 6.

The Employer may require the employee to furnish medical verification of the illness or injury resulting in the absence. Unless such statement is filed, if requested, the absence will be considered as lost time and the employee's pay will be reduced accordingly.

Section 7.

It is agreed between the parties hereto, that the first day of deer season shall be considered as an authorized leave day, chargeable to sick leave. Employees wanting this day off shall make advance arrangements with their immediate supervisor.

Section 8. Funeral Leave

- A. Each employee covered by this Agreement shall be granted three (3) working days off with pay for death in the employee's immediate family. The term immediate family shall include the employee's spouse, children, parents, parents-in-law, siblings, daughters and sons-in-law, grandparents, grandchildren, step-children, half-brothers, half-sisters, sisters-in-law and brothers-in-law. In addition, up to two (2) working days will be granted when required by the circumstances and approved by the Employer, and such additional time shall be charged to paid leave, Section 1(A).
- B. Employees shall be granted one-half (1/2) day off with pay to attend other funerals and such time shall be charged to paid leave, Section 1(A). Permission will be granted after the proper form is filled out and approved by the immediate supervisor.

Section 9. Personal Business Days

- A. A maximum of three (3) days for personal use shall be granted after two (2) years of service; one (1) day is granted for each of the first two (2) years in the school system. All unused days are accumulative sick leave days at the end of the fiscal year under Section 1(A).
- B. Applications for personal use days must be submitted in writing at least forty-eight (48) hours in advance.

ARTICLE XVI HOLIDAYS

Section 1.

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

- New Year's Eve Day
- New Year's Day
- *Good Friday
- One-Half (1/2) day Friday of Maple Syrup Festival Weekend
- Memorial Day
- July Fourth (4th)
- One-Half (1/2) day Friday before Labor Day (*see note*)
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

* If school is in session an alternative day will be established

Note: Employees will normally be required to work the morning portion of Friday before Labor Day and the Friday of the Maple Syrup Festival. However, should activities such as football games, community activities, etc., take place later that day, then coverage may be assigned for this. Should no one in the bargaining unit volunteer for this assignment, then work will be assigned according to inverse seniority for the term of this Agreement. In no case shall an employee working the half-day on these holidays receive double-time (2X) as per Section 2. Should Friday before Labor Day and the Friday of the Maple Syrup Festival become a regularly scheduled school day, then these days will become regular work days.

Section 2.

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. Exception: No double-time (2X) paid for working if school is in session.

Section 3.

Employees absent on approved paid vacation will receive holiday pay.

Section 4.

When the scheduled holiday falls on a Saturday or a Sunday, the employee shall receive their normal day's pay for the holiday.

Section 5.

Employees off on paid sick leave on the holiday, or the day before or after the holiday, may be required to submit medical proof of illness in order to receive holiday pay.

**ARTICLE XVII
INSURANCE**

Section 1.

The Employer shall contribute the following amounts toward BC/BS PPO Wrap plan with a \$30 office visit employee co-pay, a \$100 emergency room employee co-pay, \$10/\$40 prescription drug card and an Employer funded annual deductible of up to \$5,000 for single and \$10,000 for full family for in-network services. For out-of-network, the Employer will pay the first \$5,000 (of \$10,000 total) for single and the first \$10,000 (of \$20,000 total) of reasonable and customary charges. In calculating the amounts paid by the Board, illustrative rates will be used where benefits are self-funded (i.e. vision) or deductibles are reimbursed.

Employees having comparable health coverage elsewhere, and those employees not electing health insurance coverage, shall receive two hundred dollars (\$200.00) per month cash in lieu of health insurance.

	Employees Enrolled in Health Care
Dependent Status	Board Maximum Payment for Health
Single Subscriber	\$359.44
Two-Person	\$816.16
Full Family	\$960.87

Any costs associated with projected claims on the deductibles and third party administrative fee charges will be assumed by the Employer.

Any amounts in excess of the Employer's contributions will be payroll deducted as a condition of this Agreement under the authority set forth in MCLA 408.477.

Section 2.

Each bargaining unit member shall receive term life insurance coverage in the amount of eighteen thousand dollars (\$18,000), carrier to be selected by the Board of Education.

Section 3.

The Employer shall pay the full premium for VSP 3 insurance or a comparable plan for employees and their dependents. During subsequent years of the Agreement, increases in premium will be considered in the monetary openers.

Section 4.

The Employer shall pay the premium for long term disability (LTD) up to a maximum of seventeen dollars (\$17.00) per month.

**ARTICLE XVIII
VACATIONS**

Section 1.

After the completion of the designated years of service in the bargaining unit, vacation with pay will be granted in accordance with the following schedule

one (1) year of service shall receive seven (7) working days;

after two (2) years of service, two (2) weeks after five (5) years of service, three (3) weeks;

after ten (10) years of service, seventeen (17) days;

after fifteen (15) years of service, nineteen (19) days;

after twenty (20) years of service, twenty-one (21) days;

after twenty-five (25) years of service, twenty-three (23) days.

Vacation days shall be credited on the anniversary of the employee's date of hire.

Section 2.

To be eligible for a full vacation, an employee must have worked eighty percent (80%) of their regularly scheduled working hours. An employee who works less than eighty percent (80%) of their regularly scheduled working hours shall receive a pro-rated vacation allowance based on the actual percent of hours worked.

Section 3.

Employees terminating employment (other than for just cause) or going on leave of absence shall receive prorata vacation allowance based upon one-half (1/2) of the vacation pay for each month or major fraction thereof between the employees anniversary date and the employees termination date.

Section 4.

Employees are to express preference of summer vacation dates to the supervisor by May 15th of the current year. Should an employee wish to use vacation days during the school year, the employee shall request the time off two (2) weeks in advance for approval by the Director. If the Director refuses the employee's request, the employee shall be informed of the reasons for the disapproval.

ARTICLE XIX UNIFORMS

The Employer shall purchase three (3) uniforms at the beginning of each school fiscal year for each employee covered by this Agreement; with the employee to be responsible for the maintenance and laundering of such uniforms. After one (1) year of service, the uniform shall be the property of the employee.

ARTICLE XX JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result for such appearance or service, less any compensation received for such jury service. The official written notification that the employee is to report for jury duty must be presented to the Employer in order for the employee to be compensated for such duty.

ARTICLE XXI BENEFITS

It is agreed between the parties that in the event that any employee works less than the established hours in their classification and is covered by this Agreement, the employee shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer.

Part-time employees are generally hired for half-time and shall receive one-half (1/2) of all benefits and seniority accumulation. However, if a part-time employee works consistently eighty percent (80%) of their regularly scheduled time, more than half-time over a three (3) month period, the employee will receive the higher pro-rata share of benefits.

**ARTICLE XXII
WORKERS' COMPENSATION**

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workers' Compensation Act, the employee will be entitled to use his/her sick leave in the same manner as if the injury or illness was not compensable under workers' compensation; provided that said employee reimburses the Employer the amount of wage continuation benefits he/she received under workers' compensation for any day which he/she received sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the workers' compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the Employer.

**ARTICLE XXIII
ACT OF GOD DAYS**

On any day that is declared to be an Act of God day by the Employer, the employees will report for work. Employees who normally work the second (2nd) or third (3rd) shift may be able to work the first (1st) shift on inclement weather days.

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

Section 1.

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 and the same has been ratified by the Union.

Section 2.

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

Section 3.

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 shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 4.

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the

collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an emergency manager.

ARTICLE XXV TERMINATION AND MODIFICATION

Section 1.

This Agreement shall become upon ratification by the parties and shall continue in full force and effect through 11:59 p.m. on June 30, 2015.

The hourly rates of pay in Schedule A, the crediting date for vacation and paid leaves, the insurance plan(s) and the insurance premium contributions in Article 17(1) will be subject to renegotiations for the 2013-14 and 2014-2015 contract years.

Section 2.

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.

Section 3.

If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on or after its termination date on ten (10) calendar 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.

Section 4.

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-A, B, C, E, & H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Shepherd Public Schools, Shepherd, Michigan 48883, or to any other address the Union or the Employer may make available to each other.

**ARTICLE XXVI
LONGEVITY**

All employees who have five (5) or more years of service in the bargaining unit shall receive three and one-half percent (3.5%) of the previous calendar year's (January through December 31st) earned straight time (excluding overtime and the previous year's longevity bonus), as a longevity bonus.

It is understood that in order to receive the longevity bonus, recipients will be employed on December 30th. This check shall be paid the first (1st) pay in February.

New employees hired after July 1, 1995, shall become eligible for this provision after attaining ten (10) years of seniority.

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

SHEPHERD PUBLIC SCHOOLS

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

President

Business Manager

Secretary

President

Recording Corresponding, Secretary

**SCHEDULE A
WAGE**

SCHEDULE

Effective 7/1/12

Custodial Work	\$ 14.62
Project/Grounds	\$ 15.36
Grounds/Maintenance	\$ 16.08
Maintenance Skilled Work	\$ 19.45

Employees hired after July 1, 1995 shall be subject to a step process for all classifications.

Probationary period - 70% of base salary
Probationary end to year 1 anniversary - Step I, 80% of base salary
Year I anniversary to year 2 anniversary - Step II, 90% of base salary
Year 2 anniversary - Step III, 100% of base salary

LETTER OF UNDERSTANDING

The parties agree that if the custodial duties for the Community Education and other school-owned off-site facilities exceed a total of four (4) hours per day, shall be considered bargaining unit work unless the employer exercises its statutory rights under Section 15 of PERA.

FOR THE BOARD

FOR THE UNION

**LETTER OF AGREEMENT
BETWEEN THE
SHEPHERD PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE
IUOE LOCAL 324**

RE: Public Act 53 of 2012 (prohibition on deducting dues and service fees)

It is hereby acknowledged agreed as follows in conjunction with the foregoing act.

1. At the time the tentative agreement was reached for the 2012-2015 contract years, an injunction was issued by the court blocking the implementation of the Act. As such, the parties have not amended article 1, sections 3 and 4 to comply with the law.
2. If during the 2012-2015 agreement the act is found to be constitutional by a court of final jurisdiction, the provisions mandating and/or affording for payroll deductions in article 1, sections 3 and 4 will terminate to the extent required by the court.
3. This agreement is not precedent setting and constitutes the entire understanding of the parties as it relates to public act 53 of 2012.

For the Board

Date

For the Union

Date