

PROFESSIONAL AGREEMENT
BETWEEN THE
MADISON BOARD OF EDUCATION
AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547
(CUSTODIANS AND MAINTENANCE)

2009-2012

AGREEMENT

between

THE MADISON SCHOOL DISTRICT, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547, and 547C, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION

A. The Employer hereby recognizes that the Union shall be the exclusive representative of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

B. The term "employees" as used herein shall include full time "maintenance, custodial and building engineer" employees of the Employer.

ARTICLE III

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 ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days 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 equal to 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 fee 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 is delivered to the Employer by the Union.

D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements 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. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hire, and social security number of the new employee.

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

ARTICLE IV **CHECK-OFF**

A. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues or Service Fee hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct initiation fees, Union membership dues or service fees from the pay of such employees for whom it has on file an "Authorization for Check-Off of Dues or Service Fees" form.

B. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues or Service Fees together with the provisions of this Agreement. The Employer shall have no responsibility for collection of any other assessments or deductions in accordance with this provision.

C. Check-Off deductions under all properly executed Authorization for Check-Off of Dues or Service Fees forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

D. The Union will provide to the Employer any additional signed Authorization for Check-Off of Dues or Service Fees forms under which Union membership dues are to be deducted.

E. Refunds - In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

F. Deductions for a calendar month shall be remitted to the Financial Officer of the Local Union as soon as possible after the fifteenth (15th) day of the following month. The Employer shall furnish the designated Financial Officer of the Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues or Service Fees forms but for whom no deductions have been made.

G. Any Authorization for Check-Off deduction which has been duly executed and delivered to the Employer shall be irrevocable for the duration of this Agreement and may be revoked as of the expiration of the Agreement only by written notice given to the Employer by the employee at least thirty (30) days prior to the expiration of this Agreement.

H. Any dispute between the Union and the employee which may arise as to whether or not an Employer properly executed or properly revoked an Authorization for Check-Off of Dues or Service form shall be reviewed with the employee by a representative of the Employer. Until the matter is disposed of, no further deductions shall be made. The Employer assumes no liability for the authenticity, execution, or revocation of the Authorization form.

I. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

ARTICLE V

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibility 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 persons because of race, creed, color, religion, national origin, sex, or age.

ARTICLE VI

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all power, 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, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, and
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VII

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by the terms of this Agreement, except for the purposes of instructional training, experimentation or in cases of emergency, and further that the Employer may use substitute employees when the situation would warrant.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall it result in the reduction of the present work force nor in the event of extension of service shall it be used to avoid the performance of work covered by this Agreement.

ARTICLE IX

SAFETY PRACTICES/SHIFT CHANGES

A. The Employer will take reasonable measures in order to prevent and/or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations.

B. A custodian shall not work alone in the building unless mutually agreed upon.

C. If a custodian is left in the building alone, because all of the temporary help has left, that employee shall be permitted to lock up the building, leave, and receive full compensation. A custodian scheduled to work the evening shift shall be required to notify the Employer of his/her expected absence from work a minimum of two (2) hours prior to the start of that dates day custodial shift. If an employee fails to provide such timely notice the Employer shall not be required to honor the terms of this paragraph.

D. Overtime will not be paid for shift changes of two hours or less made to accommodate another employees absence from work on an inclement weather day providing a minimum of two hours notification is given to the employee whose shift is changed.

Other shift changes will not be made to avoid the payment of overtime unless by mutual consent.

ARTICLE X

SENIORITY

A. A newly hired employee shall be on a probationary status for one hundred eighty (180) calendar days taken from and including the first day of employment. If at any time prior to the completion of the one hundred eighty (180) 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 the first one hundred eighty (180) calendar days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

C. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower series classification, provided, the senior employee is qualified to hold the position held by the lesser seniority employee.

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

1. The employee resigns.
2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The employee is absent for one (1) consecutive working day without notifying the Employer and/or without good and sufficient reason.
4. The employee falsifies his/her application.

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

F. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee's name, date of hire, employee's location, and classification. Seniority in classification shall be as of date entry into the classification.

G. The Union shall represent the probationary employee in matters of wages, hours, and working conditions, but shall not represent them in matters of discharge, reprimand, or transfer for other than Union activities.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

A. All vacancies and newly created positions, which are covered under the terms of this Agreement, shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given three (3) working days time in which to make application to fill the vacancy or new position. The senior employee making the 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. Newly created positions or vacancies are to be posted in the following manner; the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the classification, and the length of probation to be served.

B. Newly promoted employees shall serve a probationary period of ninety (90) calendar days at their previous pay rate. The pay rate of the new job shall be granted after successfully serving ninety (90) calendar days probation. Any regularly scheduled work day missed by the due to illness, vacation, school closing, etc., shall be added to the initial probationary period. The employee may voluntarily return to his previous position any time during the ninety (90) calendar day probation. Prior to the completion of the probationary period, the Employer shall determine whether to retain the employee in the new position, or to return the employee to his/her former position.

C. Any employee temporarily transferred from their classification to another classification covered by this Agreement, shall be paid either 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.

D. Temporary transfers shall be for a period of no longer than ninety (90) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the ninety (90) calendar days, the position shall then be considered to be vacant, and shall be posted for bidding from interested employees.

ARTICLE XII

NEW JOBS

A. The Employer shall notify the Union in writing, when new or revised job duties are required during the term of this Agreement. In the event 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 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 which has been placed into effect upon the institution of such job.

B. The new classification and pay rate 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 rate of pay. 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 grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classifications during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XIII

DISCIPLINE DISCHARGE

A. Dismissal, suspension, and/or any disciplinary action shall be only for just and state causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the condition giving rise to the discipline. The above time limits may be extended by mutual consent. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Disorderly or immoral conduct.
5. Drunkenness.
6. Dishonesty and falsification of employment application.
7. Insubordination and willful violation of Employer's policies, rules and procedures.
8. The issuance of a warrant or an indictment any crime involving questions of morals.

The above list is not totally inclusive of the causes for dismissal, suspension and/or disciplinary action.

B. Letters of reprimand that concern a person's health and/or welfare, property damage, and insubordination shall be removed from an employees file three years from the date of the occurrence, all other letters of reprimand shall be removed 18 months from the date of the occurrence.

ARTICLE XIV

STEWARDS

A. The employees shall be represented by a Chief Steward, and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be furnished to the Employer in writing by the Union.

B. Arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and time to attend grievance and negotiation meetings after arrangements have been made with his/her immediate supervisor.

C. During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off and recall only; provided, the Chief Steward is qualified to do the required work. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to his/her regular seniority status.

D. Any newly hired employee shall be introduced to the Chief Steward before starting to work, in order that such newly hired employee may be added to the Chief Steward's record, or the Chief Steward shall be supplied the following information within the employee's first week of employment: name, date of hire, address, social security number, classification, job location, and shift assignment.

ARTICLE XV

LEAVE OF ABSENCE

A. An employee who, because of illness or accident which is non-compensable under the workmen's 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 up to one (1) year, which may be extended beyond one (1) year upon mutual agreement of the parties, provided such employee promptly notifies the Employer of the necessity therefore, and provided further that the employee supplies the Employer with a written statement from a medical or cateopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

B. Leaves of absence shall be granted 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 house.

C. Employees disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that an employee opting to take a maternity leave as hereinafter provided without pay is not eligible for sick leave payment during the period of the unpaid leave of absence.

D. Anticipated Prolonged Disability - Any employee who can anticipate a prolonged disability (such as surgery, other confinement to home or hospital including maternity) shall notify his/her supervisor in writing at least thirty (30) calendar days in advance of the projected period of confinement. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification and/or consultation with or from a physician.

E. Maternity Leave - A maternity leave shall be available to female employees who are pregnant upon the following conditions:

1. At least sixty (60) calendar days prior to the beginning of the leave, the employee shall apply to the Board if she wishes an unpaid leave.
2. The application shall be in writing and request specific beginning and ending dates of the leave.

3. The Board reserves the right to specify the beginning and ending date of the leave except the same shall not be in conflict with the doctor's statement of health.

4. The Board may grant up to one (1) school year of maternity leave renewable at the discretion of the Board.

5. Any maternity leave granted will be without pay, however, the employee, upon return from the leave, shall have all previous benefits of this Agreement restored to her, but shall not accumulate any benefits while on such a leave.

6. The provisions of a maternity leave shall not exempt an employee from the provisions of the lay-off procedure contained in this Agreement except the Board shall not be required to give notice of lay-off for the duration of the maternity leave.

7. If the employee does not return upon the expiration of the maternity leave, she shall conclusively be deemed to have resigned unless mutually agreed upon by the Board and the employee prior to said date.

8. Employees returning from a maternity leave shall furnish medical evidence of their ability to perform their normal work assignments.

9. Employees may make written application for extension of the maternity leave subject to the provisions of the initial request.

10. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave. However, the Board of Education reserves the reasonable right to approve accelerated termination of maternity leaves on the basis of each individual case. The reasonable right of the Board of Education will be grievable.

11. An employee on maternity leave must have her current address on file in the superintendent's office.

F. Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

G. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of 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 right.

H. 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 employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.

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

J. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

K. An employee who meets all of the requirements as herein before specified, shall be granted a leave of absence without pay, and the employee shall accumulate seniority during his/her leave of absence, and the employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absences may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.

ARTICLE XVI

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 may be shortened extended or waived upon written mutual agreement between the parties.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays as identified in Article XIX of this Agreement.

D. A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

E. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

F. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered 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 relief requested by the Union be granted.

STEP ONE

A. Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally the employee may request a meeting with the Chief Steward to discuss the grievance.

B. The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy of correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

STEP TWO

A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.

B. The immediate supervisor shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Chief Steward.

C. If the decision of the immediate supervisor is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

STEP THREE

A. Any appeal of a decision rendered by the immediate supervisor shall be presented to the superintendent of schools within five (5) working days and the superintendent shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the immediate supervisor was not satisfactory.

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 FOUR

A. Any appeal of a decision rendered by the superintendent shall be presented to the Board of Education within five (5) working days and the Board shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the superintendent was not satisfactory.

B. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

STEP FIVE

A. If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement.

B. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State law.

ARTICLE XVII

SCHEDULE A

SECTION 1 - HOURS AND WORK WEEKS

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- B. The normal work day will be eight (8) consecutive hours.

SECTION 2 - OVERTIME

- A. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a normal work shift; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- B. Time and one-half (1 1/2) will be paid for all time worked on Saturday.
- C. Double time will be paid for all hours worked on Sunday.
- D. If an overtime shift continues beyond 12:00 a.m. the hours worked after 12:00 a.m. will be at the same rate of overtime pay as was earned for the hours worked prior to 12:00.

SECTION 3 - CALL BACK

- A. Whenever an employee is required to return to work after the completion of his/her regularly scheduled work for any duties other than a building check, the employee shall receive pay for the actual time worked at one and one-half (1 1/2) the regular rate of pay, or a minimum of two (2) hours at one and one-half (1 1/2) the employees regular hourly rate whichever is greater. If two employees choose to share the call back duties each such employee shall receive pay for a minimum of one hour at one and one-half (1 1/2) the regular rate of pay, or they shall receive pay for the actual time worked at one and one-half (1 1/2) the regular rate of pay, whichever is greater.
- B. Reporting to work as the result of an alarm between the hours of 11:00 p.m. and 6:30 a.m., or on the weekend or holidays, will be considered a call back; reporting at any other time as the result of an alarm will be considered a building check.

SECTION 4 - REPORTING PAY

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, the employee shall receive his/her regular daily rate of pay.

SECTION 5 - BUILDING CHECKS

- A. An employee required to unlock or lock the building for a school activity beyond their normal work schedule will be paid their normal rate of pay for a minimum of one (1) hour, or the actual time needed to secure the building, whichever is longer. If any work is required beyond unlocking, or securing and locking the building, the work will be considered a Call Back and compensated accordingly.
- B. The person performing a building check shall remove snow when so directed by his/her supervisor.

SECTION 6 - REST PERIODS

All employees covered by this Agreement shall receive two (2) fifteen (15) minute rest periods, one during the first four (4) hours worked per day and one during the second four (4) hours.

SECTION 7 - DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to seniority in classification, providing that the senior employee in the classification is capable of performing the work to be done, and further, provided that he/she shall not have previously refused overtime when so requested three (3) times in succession. The least senior employee in a classification shall work overtime hours when such hours are refused by all other employees in his/her classification.

ARTICLE XVIII

VACATIONS

- A. Vacation time will be as follows:

One (1) year of service	--	One (1) week vacation.
Two (2) years of service	--	Two (2) weeks vacation.
Five (5) years of service	--	Three (3) weeks vacation.
Fifteen (15) years of service	--	Four (4) weeks vacation.

- B. 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 percentage of hours worked.

C. All employees hired after the start of the fiscal year (July 1st), employees terminating employment, and employees who are placed on a leave of absence, shall receive a prorated vacation allowance based upon 1/12 of his/her vacation pay for each month or major fraction thereof between the employee's anniversary date and his/her termination date, or the date that he/she is placed on the leave of absence, whichever is applicable.

D. The first two weeks of vacation must be scheduled during a school vacation period or the summer recess. Vacation may not be scheduled during the final three weeks of the summer recess unless approved by the Employer. Vacation in excess of two weeks may be taken upon providing two weeks advance notification to and receiving approval from the Employer.

ARTICLE XIX

LEAVE DAYS/HOLIDAYS

SECTION 1 - 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 twelve (12) days per year with a limit of sixty (60) days. Days accumulated over sixty (60) will be reimbursed at the rate of sixty dollars (\$60.00) per day with a maximum of twelve (12) days reimbursable at the end of each school year. If the per diem reimbursement paid to Madison teachers increased during the term of this agreement the employees covered by this agreement shall receive the same per diem reimbursement for accumulated sick leave days as is paid to Madison teachers. No employee with excess of sixty (60) days will lose them except by use.

B. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness or injury. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury.

C. Records of sick leave accumulated and used shall be available to the employee or the Union upon request.

SECTION 2 - FUNERAL LEAVE

A. The employee covered by this Agreement will be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed one of the following: husband, wife, children, grandchildren, parents, brother, sister, grandparents, mother-in-law, or father-in-law. Additional time off will be granted for necessary time to travel to distant states for funeral services. The day of the funeral and one day prior to the funeral shall be granted without any deduction being made from the sick leave bank, the remaining days shall come off the sick leave total.

B. Employees shall also be allowed to have up to two (2) days off work without any deduction being made from their sick leave bank for the death of a son-in-law or daughter-in-law. Up to two additional days may be taken at the time of the death of a son-in-law or daughter-in-law with those two days being deducted from the employee's sick leave bank.

C. If a day is needed for the funeral of a family member other than those listed above the day can be taken from the employee's sick/vacation bank.

SECTION 3 - PERSONAL BUSINESS DAYS

Each employee covered by this Agreement shall be granted two (2) personal business days per year, which shall not be chargeable to the employee's allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to his/her normal accumulative sick leave, at the end of each year.

SECTION 4 - USE OF LEAVE DAYS

Employees shall be subject to discharge if found working another job during a leave of absence.

SECTION 5 - INCLEMENT WEATHER DAYS

On days when school is closed due to inclement weather and an employee is unable to report to work the employee may request to use a personal business day, or a vacation day, to receive compensation for that day's wages. If an employee has already used all of his/her personal business days and vacation days a sick day may be used to receive compensation for the day.

SECTION 6 - HOLIDAYS

A. The Employer will pay the base rate per day for the following holidays, even though no work is performed by the employees covered by this Agreement:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. July 4th | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve Day |

B. Employees required to work on any of the above named holidays shall receive time and one-half (1 1/2) for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation 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 an additional day's pay for the holiday. In the event that the employee is on sick leave on any of the above named holidays, that employee shall not have that day charged against his/her allowable sick leave, providing the sick leave has been for a minimum of five (5) working days. Verification from a doctor will be required for an employee wishing to obtain holiday pay while on sick leave.

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

E. When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the holiday are school session days, the Employer would either pay the employee the holiday pay or grant a day off to the employee at a date that was mutually agreeable to the employee and the Employer during the non-school session days.

ARTICLE XX

HOSPITALIZATION

Pursuant to the authority as set forth in the Michigan School Code, as amended by Public Act 27, 1969, the Board agrees to provide the following insurance protection:

THE MEDICAL/OPTION PLAN

A. For the first year of this Agreement the Board shall fully fund Priority Health POS/Min HSA Plan with 100% RX for each employee covered by this Agreement that elects to receive health insurance.

If in the second or third year of this agreement the Board provides it's administrative and secretarial (A/S) employees with a Health Savings Account the employees covered by this Agreement, that elect to receive health insurance, shall receive that same health insurance coverage as the A/S or an annual contribution towards their health insurance equal to the amount the Board contributes for the health insurance premium plus the annual amount contributed towards the deductible for the A/S.

If any other significant changes are made in health insurance coverage for A/S during the life of this Agreement the Board and the employees covered by this Agreement shall meet and discuss the changes necessary to provide comparable health insurance coverage for the employees covered by this Agreement.

B. An employee may elect to purchase dental and/or vision insurance from any surplus remaining from the Board guaranteed premiums.

C. An employee electing not to have health insurance coverage shall receive \$350.00 per month in lieu of the health insurance to be used for an annuity, additional insurance options, or as a supplement to his/her salary.

D. The Board shall pay an employee's health insurance premium for the first six months of an illness leave, however the employee replacing an employee on illness leave shall not receive health insurance nor seniority for the time of that leave.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualifications or service or subpoenaed as a witness in any case connected with the employee's employment of the school district, shall receive his/her pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service minus mileage.

ARTICLE XXII

GENERAL

SECTION 1 - TAX SHELTERED ANNUITIES

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

SECTION 2 - DEDUCTIONS

The Employer agrees to make available to all of the employees covered by this Agreement, any payroll deduction services which are available through the school district such as savings bonds, credit union, and etc.

SECTION 3 - CONTINUING EDUCATION

The Employer agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service 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 4 - PHYSICAL EXAMINATION

The Employer shall pay the full cost of any physical examinations which are required of the employees covered by this Agreement.

SECTION 5 - MILEAGE

Employees who use their own personal vehicle for carrying out their job responsibilities for the Board, shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy, providing that the employee is requested by his supervisor to use his own personal vehicle.

SECTION 6 - PENSION

The Employer agrees to pay the legally specified contribution to the Michigan School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

SECTION 7 - LONGEVITY

Employees shall be paid longevity according to the following schedule:

Five (5) years	-	\$70.00
Six (6) years	-	\$80.00
Seven (7) years	-	\$90.00
Eight (8) years	-	\$100.00
Nine (9) years	-	\$110.00
Ten (10) years	-	\$200.00
Eleven (11) years	-	\$210.00
Twelve (12) years	-	\$220.00
Thirteen (13) years	-	\$230.00
Fourteen (14) years	-	\$240.00
Fifteen (15) years	-	\$250.00
Sixteen (16) years	-	\$260.00
Seventeen (17) years	-	\$270.00
Eighteen (18) years	-	\$280.00
Nineteen (19) years	-	\$290.00
Twenty (20) years	-	\$300.00

SECTION 8 - UNIFORMS

A. All full time employees will receive a \$150.00 uniform allowance per year upon providing receipts for an approved uniform purchase. The employee will be responsible for laundering and maintaining said uniforms. The above amounts will be prorated for part-time employees. The school and employee's names shall be on all uniforms for which the Board provides reimbursement.

B. Such uniform allowance will be pro-rated for a newly hired employee.

ARTICLE XXIII

STRIKE PROHIBITION

There shall be no strikes, lockouts, slowdowns, or other cessation of work nor shall there be any sympathy strikes, secondary boycotts, or political strikes during the term of this Agreement.

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 classification 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, administrators, executors, and assigns.

ARTICLE XXVI

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

SECTION 1

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

SECTION 2

The waiver of any breach of 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 supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be effected thereby, and the parties shall enter into immediate replacement for such Article or Section.

SECTION 4

The parties, upon mutual agreement, may amend this contract during the life of same, but neither party shall be obligated to consent to such an amendment.

SECTION 5

The written policies of the Board which apply to wages, hours, or working conditions shall remain in effect and, except as they may be superseded by express provisions of this Agreement, shall govern the employment of the employees with like effect as the express provisions of this Agreement except the Board reserves the right to promulgate new policies or modify existing policies but not in conflict with the express provisions of this Agreement.

ARTICLE XXVII

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect 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 this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) 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, or any subsequent termination date, give written notice of amendment in this amendment or amendments desire. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without notifying 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: International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, MI, 48219, if to the Employer addressed to: Madison School District, 3498 Treat Hwy., Adrian, MI 49221, Attention: Mr. James L. Hartley, or to any other such address the Union or the Employer may make available to each other.
- E. The effective date of this Agreement is July 1, 2009.

SCHEDULE A

WAGE SCALE

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Custodian	\$16.27	(Wages shall increase by the	
Starting Rate	\$12.05	same percentage as the teachers'	
		base wage increases.)	
Maintenance	\$18.31		
Starting Rate	\$13.18		

All employees covered by this Agreement shall serve one year at the "Starting Rate".

Employees with less than 5 years of seniority shall be paid as follows:

The first anniversary of employment	80% of the wage scale
The second anniversary of employment	85% of the wage scale
The third anniversary of employment	90% of the wage scale
The fourth anniversary of employment	95% of the wage scale
The fifth anniversary of employment	100% of the wage scale

Upon reaching the full wage scale the employee shall receive scheduled annual wage increases on July 1st.

In addition to the above wages the Board shall pay a .05 cent per hour shift differential to any employee working the second shift. The amount shall not be compounded for overtime hours.

Maintenance employees must demonstrate electrical, masonry, carpentry, and plumbing skills satisfactory to the Employer.

Any employee receiving a written critical reprimand regarding his/her work performance during the one year probationary period shall, depending on the nature of the reprimand, either be dismissed from employment or granted an additional probationary period of thirty working days at the employee's present rate of pay. Only one such additional probationary period shall be granted to an employee. A written critical reprimand may be made by the Maintenance/Transportation Supervisor, or the Superintendent. A signed copy of the reprimand shall be delivered to the employee, the Union Steward, the Maintenance/Transportation Supervisor, the Superintendent, and shall be placed in the employee's file.

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

BOARD OF EDUCATION

INTERNATIONAL UNION OF OPERATING

MADISON SCHOOL DISTRICT
LENAWEE, MICHIGAN

ENGINEERS, LOCAL 547, AFL-CIO
