

**AGREEMENT**

**BETWEEN**

**WHITMORE LAKE PUBLIC SCHOOL DISTRICT**

**HEREINAFTER REFERRED TO AS THE "BOARD"**

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL #547, #547A, #547B, AND #547C, 547E, 547G, 547H AND 547P AFL-CIO**

**HEREINAFTER REFERRED TO AS THE "UNION"**

**CUSTODIAL/MAINTENANCE BARGAINING UNIT**

**2008-2011**

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ARTICLE 1  
PURPOSE

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

ARTICLE 2  
UNION RECOGNITION, AGENCY SHOP; CHECK-OFF

A. Recognition

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

(2). The term "employee" as used herein shall include all Maintenance and Custodial employees, but excluding supervisors and all other employees.

B. Agency Shop

(1). 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) working days of the effective date of the provision, or within ninety (90) working days of their date of hire by the Board, as a condition of employment, pay the Union a Service Charge in an amount established by the union.

(2). An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition 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).

(3). Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within ninety (90) working days from the first day of active employment shall, as a condition of employment, pay a representation fee to the Union, as established by the Union. The representation fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the representation fee from the bargaining unit member's wages and remit same to the Union.

(4). If any provisions of this Article are deemed invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

2. Such initiation fees, dues or service fees, as and when deducted shall be kept separate from the Board's general fund, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

### ARTICLE 3 NON-DISCRIMINATION

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

In the event that the employee seeks redress through any other means other than through the grievance procedure, the employee forfeits his right to file or process a grievance under this Article.

### ARTICLE 4 VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises 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, said visitation shall not disrupt orderly operations.

### ARTICLE 5 STEWARDS

(1) The employees will 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 names shall be furnished to the Board in writing.

(2) Arrangements may be made to allow the Chief Steward or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, and eight (8) hours of paid release time for educational purposes per year upon arrangements being made with his/her immediate supervisor.

(3) The Chief Steward shall be supplied the following information in writing within a newly hired employee's first week of employment: name, date of hire, classification, job location and hours to be worked.

## ARTICLE 7

### SAFETY

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

## ARTICLE 8

### JURISDICTION

Employees who are not covered by the terms of this Agreement may temporarily perform work covered by the Agreement only for the purposes of instructional training, substituting for absent employees, experimentation or in cases of emergency.

The Board may utilize temporary non-bargaining unit personnel for grass cutting and marking athletic fields, provided that the use of such personnel shall not cause a reduction in the number of bargaining unit personnel.

## ARTICLE 9

### SENIORITY

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

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

(3) Employees will have lay-off and recall rights for the amount of their seniority or one (1) year, whichever is more. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in another classification provided the senior employee is qualified to hold the position held by the lesser seniority employee.

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

- a. The employee resigns,
- b. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure,

c. The employee retires.

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

ARTICLE 11  
NEW JOBS

(1) The Board shall notify the Union in writing when a new or revised job is required during the term of this Agreement. In the event that the new or revised job cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect the new or revised job and a rate of pay for the job in question, and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(2) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board 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. The issue may be submitted to the grievance procedure if agreement on the pay rate is not reached. 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 grievance procedure the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12  
DISCIPLINE DISCHARGE

(1). Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend him/herself against any and all charges. When the Board feels that disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the occurrence giving rise to the action, or an extension agreed upon by both the Union and Board of Education. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion and/or other disciplinary action are the following: demonstrated poor job performance, dishonesty, drunkenness, drinking on or in the Board's property, insubordination, or willful violation of the Board's rules, which have been made known to the employee.

(2). An employee may be dismissed, suspended or disciplined pending investigation, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date that such action was taken.

(3). This Article does not apply to probationary employees.

ARTICLE 14  
GRIEVANCE PROCEDURE

Definitions

- (1). A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (2). For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.
- (3). The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- (4). A grievance pertaining to safety hazards may be processed directly to Step Three (3) of the grievance procedure, upon the employee having orally discussed the grievance with the immediate supervisor.
- (5). Any employee or Union grievance must be presented for disposition within five (5) working days of the occurrence of the condition giving rise to the grievance or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the condition giving rise to the grievance. This timeline may be extended by mutual agreement of the Union and the Board of Education. If the grievance is not submitted according to the following parameters it shall not hereafter be considered a grievance under this Agreement.
- (6). Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be deemed settled. If the answer to a grievance is not given by the Board within the specified time limits of that step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

Step One.

- (1). Any employee having a grievance shall discuss the grievance with their 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.

Step Two.

- (1). The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or 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.
- (2). The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

- (5). Each party shall be responsible for the expenses of the witnesses that they may call.
- (6). The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement or to substitute his discretion for that of the parties hereto.
- (7). The fees, expenses and filing fees of the Arbitrator shall be solely borne by the non-prevailing party.
- (8). The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (9). The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

ARTICLE 15  
HOURS AND WORK WEEK

A. Work Week and Day

- (1) The regularly scheduled work week for full-time employees shall consist of at least thirty-five (35) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- (2) The normal work day shall be eight (8) consecutive hours, including a one-half (1/2) hour paid lunch period.

B. Overtime Rates will be paid as follows:

Time and one-half (1 ½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one work week, provided such overtime has been properly authorized. The calculation of time worked shall include holidays, pre-approved and scheduled time off, but shall not include sick time. An employee who will be held over from their normal shift shall be given as much advance notice as possible.

C. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, the employees shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of two (2) hours pay at their straight time hourly rate, whichever is greater.

D. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1<sup>st</sup>) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2<sup>nd</sup>) four (4) hours worked per day.

E. Payment of Wages

Each employee covered by this Agreement shall receive their bi-weekly paycheck on Friday of the week such paychecks are issued, with such checks to indicate the employee's hourly rate of pay plus the total number of hours worked for that pay period. The district may require the transmission of payroll through direct deposit.



ARTICLE 16  
PAID LEAVE

A. Sick Leave

(1). Each employee covered by this Agreement shall accumulate sick leave into their individual single sick leave bank with such days to be earned as follows:

a. A newly hired employee receives no sick leave days their first six (6) months of employment.

b. Upon completion of his first six (6) months of employment, the employee shall be granted six (6) sick leave days for his first (1st) year of employment.

c. All employees covered by this Agreement who have completed one (1) year of service with the Board shall be granted twelve sick leave days per year, each year, with such days to accumulate as specified in paragraph (a) of this section.

Employees with less than 100 accrued sick days as of August 30, 1992, shall be able to accrue a maximum of one-hundred (100) sick leave days. Employees with an accrual in excess of one hundred (100) sick leave days prior to August 30, 1992, shall be able to accrue a maximum of two hundred (200) sick leave days.

(2). Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness or injury.

(3). Employees who are unable to perform their duties because of illness or disability must give proper notification to their supervisor before or at the start of the work day. If an illness or disability extends beyond the first work day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

(4). Upon separation or retirement, the employee shall be paid at the rate of twenty dollars (\$20.00) per day for all of their unused accumulated sick leave days of three (3) or more years of service.

(5). Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about July 1st of each year.

B. Funeral Leave

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren. Additional time off with pay shall be granted when warranted, with such additional days to be deducted from the employee's allowable sick leave bank.

ARTICLE 17  
HOLIDAYS

(1) The Board will pay the normal day's pay for the following holidays for each employee covered by this Agreement, even though no work is performed by the employee.

New Year's Eve Day  
New Year's Day  
Friday prior to Easter\*  
Memorial Day  
July Fourth

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

\*provided school is not in session

(2) 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 their regular holiday pay.

(3) When the scheduled holiday falls on a Saturday, the employee shall be granted the Friday prior to the holiday off with pay, or in the event that the scheduled holiday falls on a Sunday the employee shall be granted the Monday after the holiday off with pay. If either the Friday prior to the holiday, or the Monday after the holiday, are school session days, the employee shall have such day for the holiday added to the employee's earned allowable vacation time.

(4) To qualify for holiday pay the employee must work the day before and the day after the holiday unless the employee is on scheduled vacation or is excused due to illness.

(5) Employees who work Easter Sunday shall be paid holiday pay in addition to time and one-half for time worked.

ARTICLE 19  
HEALTH BENEFITS

Pursuant to the authority, as set forth in the Michigan School Code, Section 320.632 and 289.1255, the Board agrees to provide the following fringe benefits:

A. Health Coverage

(1) Upon submission of a written application, the Board shall provide without cost to all full-time employees, the lowest cost single-subscriber plan offered to district employees with an option for employees to pay the premium differential to select another health coverage option and/or to purchase 2 person or full family as offered by the district.

(2) Health care protection shall be provided for a full twelve-month period for each employee who completes a full year of employment. If carriers are changed, the district will assure there will be no period without coverage.

(3) Employees electing health care protection with the health carrier are required to submit an affidavit certifying that they are not eligible for coverage under any other group health insurance programs before the health insurance will be provided by the Board.

(4) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

(5) Changes in family status shall be reported by the employee to the business office within 30 days of such change. The employees shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(6) An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within thirty (30) days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.

(a) Employees eligible for Medicare benefits on and after January 1, 1983, must notify the business office in writing of their primary program election. Employees can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.)

(b) To the extent permitted by law, premiums for Medicare supplement and Medicare part B premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.

(c) The Board will not be liable for any penalties against the employee by the insurance carrier as the result of his/her election.

(7) The sole authority for the selection of the insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded shall be in compliance with Paragraph A.

B. Dental Coverage

- (1). Upon submission of a written application, the Board shall provide without cost to all full-time employees and their eligible dependents, a dental plan substantially equivalent to the MESSA Dental Plan A with Orthodontic Rider 005.
- (2). The sole authority for the selection of the insurance coverage shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.
- (3). Duplicate Coverage:
  - a. In the event an employee's spouse is also eligible for the same dental plan pursuant to this Agreement, 100% of the covered dental charges based on reasonable and customary fees shall be paid for each employee and eligible dependent subject to the plan provisions of Paragraph (1) above.
  - b. In the event an employee's spouse is also eligible for a group dental plan other than the plan pursuant to this agreement, 50% of the covered dental charges based on reasonable and customary fees shall be paid for each employee and eligible dependent subject to the plan's provisions of Paragraph (1) above.
- (4). The dental plan shall be provided for a full twelve month period for each employee who completes a full year of employment.
- (5). Employees newly hired by the Board shall be eligible for dental coverage on the first day of the month following the month work commenced.
- (6). Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- (7). The Board agrees to provide the above mentioned benefit programs within the Underwriting Rules and Regulations as set forth by the carrier(s) in this Agreement held by the policyholder.
- (8). To be eligible for the above coverage, employees must be able to perform the "at work requirements" with this employer before benefits are effective.
- (9). Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

ARTICLE 20  
GENERAL

1. Tax Sheltered Annuities

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

2. Telephone Facilities

Telephone facilities shall be made available. Long distance calls will be by credit card or collect call basis.

3. Parking

Adequate parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their building.

4. Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as credit union, etc.

5. Continuing Education

The Board 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 related job training which is of such a nature specifically designed to provide on the job improvement. The district will provide one paid professional development day for all custodial/maintenance staff on a day when school is not in session. The district shall determine the content of the professional development.

6. Physical Examinations

The Board agrees to pay the full cost of any required physical examinations by the Employer's selected physician except for those paid for under the insurance plan.

7. Mileage

Employees who are authorized to use their own personal vehicle for carrying out their job responsibilities for the school system shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy, provided such employee does have a valid Michigan driver's license.

8. Supplies

Each employee shall requisition all the required supplies, equipment, or tools for the performance of their job duties in the cleaning and maintaining of their building through the Superintendent or his/her designee.

ARTICLE 24

TERMINATION AND MODIFICATION

(a) This Agreement shall become effective on July 1, 2008 and shall continue in full force and effect until June 30, 2011.

(b) If either party desires to terminate this Agreement it shall give written notice of termination ninety (90) calendar days prior to the termination date. 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 of either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the 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 ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

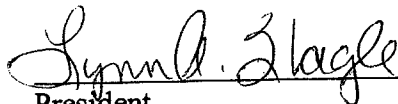
(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan 48219 and if to the Board addressed to Whitmore Lake School District, 8845 Main Street, Whitmore Lake, Michigan 48189, or to any other address the Union or the Board may make available to each other.

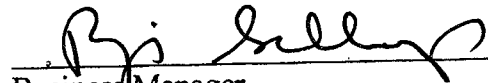
(e) The Board agrees not to negotiate with a private company for custodial services for the 2008-2009, 2009-2010, 2010-2011 school years. This provision shall be null and void should the student count drop below 1100 at any time.

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

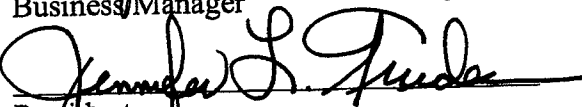
BOARD OF EDUCATION

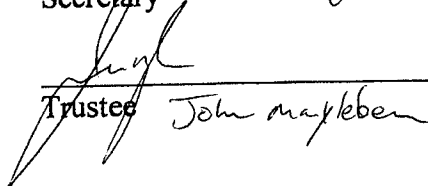
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #547, AFL-CIO

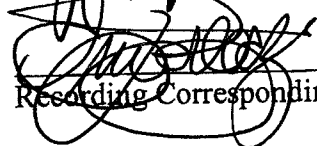
  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Trustee John Mayleben

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

**2009-2010 Custodial Pay Schedule**

Classification	1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Custodian Day	14.02	14.87	15.51
Custodian Aft.	14.26	15.10	15.76
Lead Custodian Maintenance Day	15.70	16.65	17.40
Lead Custodian Maintenance Aft	15.94	16.89	17.63
Lead Maintenance Day	18.90	19.9	20.67
Lead Maintenance Aft	19.14	20.14	20.9
HS Maintenance Day	21.21	22.49	23.53
Building & Grounds	12.66	13.42	13.99

**2008 – 2009 1.5 %**  
**2009 – 2010 1.0%**  
**2010 – 2011 Wage Reopener**

**LONGEVITY**

Longevity will be paid to employees in the amount of Five Hundred (\$500.00) dollars after the completion of:

- 11 years
- 16 years
- 21 years
- 25 years
- 30 years