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4576

AGREEMENT

between

**DECKERVILLE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

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

Custodians, Bus Drivers and Cafeteria Employees

July 1, 1997 - June 30, 2000

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Deckerville Community Schools

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AGREEMENT

The **Deckerville Community Schools**, hereinafter referred to as the "**Employer**", and the **International Union of Operating Engineers, Local 547 - A, B, C, E, H - 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.

Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP AND CHECK-OFF

Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all Custodians, Bus Drivers, Head Cooks, Cooks and Cafeteria employees of the Employer.

Section 2. Agency Shop Clause

(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 sixty (60) calendar days of the effective date of this provision, or within sixty (60) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, within sixty (60) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge 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 fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears in payment of such dues or service fees.

(c) The Employer shall be notified, in writing, by the Union of any employee who is sixty (60) calendar days in arrears in payment of such dues or service fees.

(d) The Employer agrees, as does the Union, that either party shall have the right to re-open negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.

(e) The Union assumes full responsibility for the validity and legality of such employees' 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.

(f) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because he/she is not a member of the Union in good standing.

(g) The Employer also agrees that upon hiring any new employee who is covered by this Agreement, to send a written memorandum advising the Steward of the name and date of hiring of the new employee.

Section 3. Check-Off

(a) The Employer shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee with the amount that is deducted each month; provided however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

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

ARTICLE III

NON-DISCRIMINATION

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

ARTICLE IV

MANAGEMENT RIGHTS

(a) The Employer shall have the right to the normal functions of management, including the right to hire, promote, transfer or to suspend, discharge or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

(b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved by the Employer.

ARTICLE V

VISITATION

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

ARTICLE VI

STEWARDS

(a) The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen in a manner determined by the employees and the Union.

(b) Reasonable arrangements may 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 his supervisor.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VII

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, MIOSHA, and any State and local regulations.

(b) 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 VIII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency. No more than three (3) supervisory employees of the Employer may, on a regular basis, perform bargaining unit work.

ARTICLE IX

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 as is now in effect, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first (1st) day of employment, except as herein provided. If at any time prior to the completion of the sixty (60) working days probationary period, the employee's work performance is unsatisfactory, he will be subject to immediate dismissal without appeal from the Union.

(b) Probationary employees completing their probationary period shall be granted seniority to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee provided the senior employee is qualified to hold the position held by the least senior employee.

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

1. He resigns.
2. He is discharged for cause and is not reinstated through the Grievance Procedure.
3. He retires.
4. He is absent for two (2) working days without notifying his supervisor or without a good and sufficient reason.

(e) Seniority shall continue to accumulate for an employee who is transferred to a 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 date of hire, employee's location and classification. Seniority in classification shall be as the date of entry into the classification.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he 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 starting date; the rate of pay; the hours to be worked; and the classification. In the event that a person substituting in the position is awarded said position (or another equivalent position), then time worked shall count toward Union seniority, benefits, etc. However, the person awarded said position shall be subject to the sixty (60) working day probationary period at time of hire. This entire paragraph shall apply toward all vacancies and newly created positions under this contract.

(b) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the pay rate of the position to which he is transferred, whichever is higher. For Cooks, the transfer must exceed three (3) days.

(c) 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 posted for bidding from interested employees.

ARTICLE XII

NEW JOBS

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

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time 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 cases where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the 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 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 part of this Agreement.

ARTICLE XIII

DISCIPLINE DISCHARGE

(a) The Employer agrees to submit notification of any discipline or discharge of a permanent employee, when a penalty is assessed, to the Chief Steward and the Union within five (5) working days from the date of such disciplinary action.

(b) Should that employee consider such disciplinary action or discharge to be improper, the matter may be referred to the Grievance Procedure.

1. That the discipline or discharge of a probationary employee shall not be subject to the Grievance Procedure.

(c) Employees shall be subject to discipline or discharge for violation of reasonable rules and regulations adopted by the Employer and made available to all employees and the Union in writing.

ARTICLE XIV

LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence not to exceed two (2) years, provided he promptly notifies the Employer of the necessity therefore, and further provided that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may request an independent physician's examination to confirm disability.

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

(c) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.

(d) Whenever an employee shall become pregnant, she shall furnish the Employer with a statement from her physician indicating the approximate delivery date and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would indicate that she no longer can perform her normal job duties, she shall immediately be granted a leave of absence. An employee shall return to work when her physician would so indicate in writing that she is physically able to resume her normal job duties.

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

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

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

(h) 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.

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. 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.

ARTICLE XV

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURE FOR EMPLOYEES COVERED UNDER THIS AGREEMENT

(a) Should differences arise between the Employer and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to.

1. The time elements in the Steps can be shortened or extended by mutual agreement between the parties.

2. Working days shall be those days the supervisor is available to receive the grievance.

(b) A Union grievance is a difference between the Employer and the Union which involves an employee or group of employees and concerns: (1) working conditions; or (2) the interpretation or application of any provisions of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

(c) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(d) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

(e) **Grievance Steps:**

Step 1.

An employee having a grievance shall present it orally to the supervisor. In the event the employee desires that the Steward be present, he shall make the request through the supervisor and the supervisor shall send for the Steward.

Step 2.

In the event the grievance is not settled orally by the supervisor, the employee shall submit the grievance in writing to the Superintendent within three (3) working days from the oral presentation, on forms (at least four [4] copies) provided by the Union. The employee and the Steward shall sign the grievance. The grievance must indicate: (1) a statement relating to the facts upon which it is based, including the date of the occurrence of the event and citing the alleged violation(s) of this Agreement; and (2) the remedy or correction requested. The Superintendent shall give his decision in writing within five (5) working days. In the event the employee receives an unsatisfactory answer from the Superintendent, a meeting will be held between the Superintendent and a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the Superintendent's decision to the employee. The Superintendent and the Business Representative will discuss the grievance and try to reach a satisfactory settlement. In the event that a satisfactory settlement cannot be reached, the grievance then may be appealed to Step 3 of the Grievance Procedure.

Step 3.

Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within twenty (20) working days after the meeting between the Superintendent and the Business Representative of the Union. The Board shall meet with the Business Representative of the Union at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The appeal shall be in writing and state the reason or reasons why the Superintendent's decision was not satisfactory.

The Board shall render its decision within ten (10) working days of said meeting.

Any appeal of the decision rendered by the Board shall be made within fifteen (15) days.

Step 4. Arbitration

If the grievance is not settled at the preceding Step, it may be submitted to arbitration. The notice that the Union is submitting the grievance to arbitration must be sent to the American Arbitration Association, the Secretary of the Board of Education, and the Superintendent within fifteen (15) working days of the receipt of the Board's last answer. The American Arbitration Association's rules and regulations shall govern the arbitration proceeding.

(a) The arbitrator, the Union or the Board may call any employee as a witness in any arbitration hearing.

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

(c) 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.

(d) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

(e) The fees and expenses of the arbitrator shall be borne equally by the parties.

(f) The arbitrator shall not have any authority to assess any money damages or penalties against the Board or the Union.

ARTICLE XVI

HOURS AND WORK WEEK - CUSTODIANS AND COOKS

Section 1.

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

(b) The normal work day shall be eight (8) consecutive hours including a paid lunch period.

(c) The provisions in this Section shall not be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

Section 2. Overtime rates will be paid as follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.

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

(c) No employee will be required to take time off from their normal work schedule during the work week as a result of an employee having worked overtime hours in order to avoid the payment of any overtime compensation by the Employer.

(d) The administration will make every effort to employ a Custodian to cover any extra activities held within the school building. Authority to determine Custodial activity rests with the Superintendent and supervisor.

Section 3. Call Back-Pay

Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate of pay or a minimum of four (4) hours pay at his straight time hourly rate, whichever is greater. Regularly scheduled working hours shall not be considered call backs.

Section 4. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first half of their regularly scheduled working day, and one (1) fifteen (15) minute rest period during the second half of their regularly scheduled working day.

Section 5. Distribution of Extra Hours

Extra hours shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank with a maximum accumulation of one hundred eight (108) days. Sick leave shall accrue to each employee at the rate of one (1) day for each month worked.

(b) Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when an employee is exposed to a contagious disease in conjunction with a physician's recommendation that the presence of the employee at his employment position would jeopardize the health of others. Routine medical, dental and optical appointments shall not be covered by sick leave days.

(c) Sick leave shall accumulate only during the months that the employee actually works seventy-five percent (75%) of the scheduled work days in a month. (Paid vacation days shall count as days worked.)

(d) Unless discharged, upon retirement or separation from the Employer after two (2) years of service, the employee shall be paid one-half (1/2) of all his unused accumulated sick leave days at his rate of pay. Employees hired after July 1, 1980 shall not be eligible for this benefit unless they have completed five (5) years of service as a regular employee.

(e) At the beginning of each school year, each employee shall be given a record indicating the sick leave accumulation if any.

Section 2. Funeral Leave

(a) Each seniority employee 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.

(b) Definition of the employee's immediate family:

The employee's immediate family shall be interpreted as including wife or husband, son or daughter.

(c) An employee will be allowed three (3) days off with pay to attend the funeral of his father, mother, father-in-law, mother-in-law, sister or brother.

(d) In the case of death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, half sister, uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the date of the funeral, to attend the funeral.

(e) During the employee's assigned shift, permission will be granted, without loss of pay, to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or a former employee, provided they return to work after the funeral. Employees who serve as pallbearers at the time of the funeral of a fellow employee or a former employee will be paid during the time they must be off the job on the day of the funeral.

Section 3. Personal Business Days

Each seniority employee covered by this Agreement shall be granted two (2) personal emergency days per year with pay, non-deductible from their sick leave bank. However, prior arrangements are to be made for such days whenever possible. Personal business days are to be used only for the personal business that an employee cannot take care of after working hours. Employees are required to provide twenty-four (24) hours written notice when requesting personal business days. Each transportation and cafeteria seniority employee covered by this Agreement shall be granted one (1) additional personal emergency day per year with pay, non-deductible from their sick leave bank.

Section 4. Act of God Days

No Snow Days for custodians

Employees shall not receive pay for snow days, except as noted below.

Seniority Custodians who are not able to make it into work or are not required to work on said days may subtract the day from personal business days, sick leave, or vacation time at their option. At the present time, the State does not require districts to make up the first two (2) snow days. As long as the State continues this practice, on the first two (2) snow days, employees will receive pay for those two (2) days even though they performed no services.

Section 5.

Any employee who misses five (5) consecutive working days or more due to illness or injury must bring in a doctor's slip before he can return to work.

Section 6.

In the event that conflicting doctor's reports are received, a third doctor will be mutually agreed upon. The doctor's findings and conclusions shall be binding upon the parties. The expenses of the third doctor will be paid for by the Board of Education.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays even though no work is performed by the employee. To qualify for holiday pay, an employee must be on the payroll of the Employer and must have completed his probationary period.

Cooks:

New Year's Day	1-1-99	Thanksgiving Day	11-26-98
Memorial Day	5-25-99	Friday following Thanksgiving	11-27-98
Labor Day	9-7-98	Christmas Day	12-25-98
Good Friday	4-2-99		

Custodians:

New Year's Eve Day	12-31-98	Labor Day	9-7-98
New Year's Day	1-1-99	Thanksgiving Day	11-26-98
Good Friday	4-2-99	Friday following Thanksgiving	11-27-98
Memorial Day	5-25-99	Christmas Eve Day	12-24-98
July Fourth	7-4-98	Christmas Day	12-25-98

Bus Drivers:

New Year's Day	1-1-99	Labor Day	9-7-98
Good Friday	4-2-99	Thanksgiving Day	11-26-98
Memorial Day	5-25-99	Christmas Day	12-25-98

(b) Employees required to work on any of the above-named holidays shall receive double time (2X) for all hours worked in addition to the regular holiday pay. Bus drivers will be paid double (2X) their rate of pay for any runs made on any of the above-mentioned holidays.

(c) If an employee is on vacation on any of the above-named holidays, he shall be entitled to an additional day off with pay for the holiday, or he shall receive eight (8) hours pay for the holiday. An employee on sick leave on any of the above-named holidays shall not have that day deducted from their accumulated sick leave bank if he has sick days coming.

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

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

ARTICLE XIX

FRINGE BENEFITS

Section 1. Hospitalization (Custodians)

Effective July 1, 1997, the Employer will pay, for seniority employees, one hundred percent (100%) per month towards the premium for hospitalization insurance for full-time Custodians and their dependents under the plan and carrier selected by the Board of Education.

Section 2. Hospitalization (Bus Drivers)

Effective July 1, 1994, the Employer will pay, for seniority employees, the following amounts per month toward the premium for hospitalization insurance for regularly employed Bus Drivers and their dependents under the plan and carrier selected by the Board of Education:

Drivers Regularly Scheduled For:

Seven (7) or more hours	80%
Six (6) or more hours	70% (80% single only)
All other Drivers	60% (80% single only)

Section 3. Hospitalization (Cooks)

Effective July 1, 1994, the Employer will pay, for seniority employees, the following amounts per month toward the premium for hospitalization insurance for regularly employed Cooks and their dependents under the plan and carrier selected by the Board of Education:

Cooks Regularly Scheduled For:

Seven (7) or more hours	80%
Six (6) or more hours	70% (80% single only)

Section 4.

Hospitalization insurance shall only be paid on the behalf of eligible seniority employees and is subject to the terms of the carrier. Effective July 1, 1992, the Board shall implement a Section 125 Plan with the present insurance package.

Section 5. Term Life Insurance

The Board shall provide ten thousand dollars (\$10,000.00) of group term life insurance for seniority employees subject to the terms of the carrier.

Section 6.

The Board of Education shall provide employees with a dental insurance program. The Board of Education shall pay the premiums for Custodians up to the full family amount. For Bus Drivers and Cooks, the Employer shall pay up to the single subscriber amount.

Section 7. Vision Insurance

The Board of Education shall provide a vision care program. The Board of Education shall pay the premiums for Custodians up to the full family amount. For Bus Drivers and Cooks, the Employer shall pay up to the single subscriber amount.

Section 8. Tax-Sheltered Annuity

The Board of Education shall pay sixty dollars (\$60.00) cash per month in lieu of health insurance, which can be put in a tax-sheltered annuity by signing a salary reduction agreement. It is agreed that the salary reduction agreement will be less the amount needed to pay the FICA year-round.

ARTICLE XX

VACATIONS - CUSTODIANS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive six (6) days vacation with pay; after two (2) years of service, said employee shall receive eleven (11) days vacation with pay; after seven (7) years of service, said employee shall receive sixteen (16) days vacation with pay; after fifteen (15) years of service, said employee shall receive twenty (20) days vacation with pay.

(b) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(c) Vacation time is earned by actually working seventy-five percent (75%) of the scheduled work days in a month. (Paid vacation days shall count as days worked.)

ARTICLE XXI

BENEFITS - CUSTODIANS

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

All Custodians shall be provided with uniforms. The Board shall purchase four (4) shirts and four (4) pairs of pants. Custodians must wear and clean these uniforms. Uniforms shall be replaced as needed per approval of the Superintendent or his designee.

ARTICLE XXII

GENERAL - COOKS

The Employer will pay to each Cook covered herein a uniform allowance of sixty-five dollars (\$65.00) per year. Such payment shall be made as close as is practicable to the start of the school session in the fall. Employees must turn in a receipt within thirty (30) days of the purchase of the uniform in order to receive payment.

ARTICLE XXIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their normal pay from the Employer for such time lost as a result of such appearance or service, less any compensation for such jury service.

ARTICLE XXIV

GENERAL - BUS DRIVERS

Drivers will be notified of any student passenger who has a serious illness such as diabetes, epilepsy, heart condition, allergies, etc. Every effort shall be made to arrange transportation home for a sick child, rather than to send them home on the bus. Bus Drivers will not be required to lift handicapped children.

Jackets

The Board of Education shall, once during the life of this Agreement, contribute seventy-five percent (75%) towards the purchase of an approved Bus Driver's jacket.

Bus Run

A bus run shall be defined as any run that involves the picking up or delivering of students either to and from home or to and from school. A Driver shall be paid a minimum of one (1) hour's regular wage for any run of less than one (1) hour in duration.

Meal Allowance

(a) All assigned Drivers taking field trips shall be allowed a reimbursement not to exceed five dollars (\$5.00) for a meal when the field trip extends over a meal time. The Driver must submit a paid receipt to the Transportation Supervisor within five (5) working days following the date of the field trip for validation.

(b) If a field trip extends over two (2) meal times, the Driver shall be reimbursed for both meals in accordance with Section (a) above. Drivers taking field trips must have at least sixty (60) minutes between their regular run including return time and field trip departure time or else he shall be eligible for a meal allowance. In order to be eligible for two (2) meals, the trip must extend beyond eight (8) hours in the same day.

Gas Allowance

A Driver who is assigned a field trip of lengthy duration shall be provided with cash monies, which would be subject to itemization by the employee, in order that the employee would have such monies if needed to purchase gasoline for such field trips.

Field Trip Routes

Whenever possible, the Transportation Supervisor shall assist the assigned Driver in making a map or set of detailed instructions for future reference to the same destination.

Field Trip Wages

(a) All field trips will be paid at the rate of the employee's hourly rate of pay from time of departure until time of return with a minimum of one (1) hour's pay.

(b) All field trips shall be included in all computations of weekly overtime.

(c) In the event of occurrence of an emergency situation during the time the assigned Driver is on the field trip, the final decision as to whether to return to the Deckerville Schools or lay-over shall be made by the Transportation Supervisor. If the field trip Driver is advised not to return by the Transportation Supervisor, the Employer will reimburse the employee for housing and meals until Driver is instructed to return, upon the Driver furnishing receipts of such expenses to the Employer.

Safety

No Driver shall be requested or ordered to operate an unsafe vehicle in the performance of his job duties. Drivers legitimately refusing to operate an unsafe vehicle shall not be subject to reprimand or discharge.

Training

Drivers shall be reimbursed at their regular rate of pay for attending the minimum number of hours necessary to upgrade their certification. For all school sessions which are conducted outside the Deckerville area, sufficient transportation will be provided by the Employer for all employees required to attend such sessions upon approval by the Board.

Driver Licensing

Bus Drivers shall obtain a chauffer's license as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of the license shall be paid by the Employer after ninety (90) days in a separate check.

Physical Examinations

Each Bus Driver covered by this Agreement shall annually be given a physical examination at time, dates and by a doctor to be determined by the Employer. The Employer shall pay the total cost of such examination.

Bus Maintenance

Any Bus Driver who is required to bring his bus in for maintenance shall be paid a minimum of one (1) hour's pay. If the Driver is required to wait while the maintenance work is being performed, he shall be paid for the waiting time.

Paid Interview Time

Any Bus Driver called in by the administration to discuss a student problem will be paid their regular rate of pay during the interview time. Drivers required to attend meetings shall be paid their regular rate of pay, except for up to two (2) General Information Meetings per year.

Distribution of Field Trips

(a) At the beginning of each school calendar year, each Bus Driver shall indicate in writing to the Transportation Supervisor, on forms provided by the Employer, if they desire to be placed on either the Active or Inactive Seniority List, so that the Transportation Supervisor will have an available listing of all the Bus Drivers who desire to take field trips.

An employee may also be transferred from either the Active Seniority list to the Inactive Seniority List or from the Inactive to the Active Seniority List at any time during the school year by requesting the form from the Transportation Supervisor and by submitting the proper application to the Transportation Supervisor.

(b) When field trips are to be scheduled, the Transportation Supervisor shall contact the Bus Driver with the most seniority on the Active Seniority List first. As additional field trips become available, the Transportation Supervisor shall continue to do down the entire Active Seniority List until each Bus Driver has either taken a field trip or has been asked and refused to drive a field trip. The Transportation Supervisor shall then once again go to the most senior Bus Driver on the Active Seniority List and again continue to rotate all the field trip runs according to seniority among all of the Drivers on the Active Seniority List.

(c) In the event that all of the Bus Drivers on the Active Seniority List are not available, the Employer then may require the least senior employee or employees on the Inactive Seniority List to take the field trip or trips.

(d) The parties agree the school van is not considered a bus.

Waiting Time

Current Bus Drivers shall receive the same rate of pay for driving time and waiting time. Effective July 1, 1990, all future Drivers shall receive waiting time pay of eight dollars (\$8.00) per hour. For all Drivers, the bus must remain at the event during waiting time.

ARTICLE XXV

NO STRIKE PLEDGE

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

ARTICLE XXVI

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIII

SCOPE, WAIVER AND ALTERATION

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 hereto 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 supplement thereto should be held invalid by operation of law or by a 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 supplement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is **July 1, 1997**, unless otherwise provided. All terms and conditions of this Agreement shall remain in full force and effect until **June 30, 2000**.

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

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

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219; and if to the Employer, addressed to the Board of Education, Deckerville Community Schools, Deckerville, Michigan 48427.

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

**DECKERVILLE COMMUNITY
SCHOOLS**

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

David C. Blatz

Ris Schlong
Business Manager

Sue Noble

Jennifer L. Trudeau
President

J. David Lee
Recording Corresponding Secretary

Date

Date

9/3/97

SCHEDULE "A"

WAGES

EFFECTIVE JULY 1, 1997

<u>CLASSIFICATION</u>	<u>0-1 YEAR</u>	<u>1-5 YEARS</u>	<u>AFTER 5 YEARS</u>
Grounds/Building Maintenance	\$10.02	\$10.44	\$11.08
Custodian	\$9.71	\$10.00	\$10.64
Bus Driver	\$10.78	\$11.24	
Head Cook	\$8.76	\$9.37	
Cook	\$7.80	\$8.43	
Cooks Helper	\$7.64	\$7.88	

EFFECTIVE JULY 1, 1998

<u>CLASSIFICATION</u>	<u>0-1 YEAR</u>	<u>1-5 YEARS</u>	<u>AFTER 5 YEARS</u>
Grounds/Building Maintenance	\$10.30	\$10.73	\$11.38
Custodian	\$9.98	\$10.28	\$10.93
Bus Driver	\$11.08	\$11.55	
Head Cook	\$9.00	\$9.63	
Cook	\$8.01	\$8.66	
Cooks Helper	\$7.85	\$8.10	

EFFECTIVE JULY 1, 1999

<u>CLASSIFICATION</u>	<u>0-1 YEAR</u>	<u>1-5 YEARS</u>	<u>AFTER 5 YEARS</u>
Grounds/Building Maintenance	\$10.58	\$11.03	\$11.69
Custodian	\$10.25	\$10.56	\$11.23
Bus Driver	\$11.38	\$11.87	
Head Cook	\$9.25	\$9.89	
Cook	\$8.23	\$8.90	
Cooks Helper	\$8.07	\$8.32	

LONGEVITY

BUS DRIVERS AND COOKS

After seven (7) years of service, an additional twenty cents (\$.20) added to the one (1) to five (5) year rate of pay.

After twelve (12) years of service, an additional forty cents (\$.40) added to the one (1) to five (5) year rate of pay.

The probationary rate of pay for a Bus Driver and Custodial employee shall be twenty-five cents (\$.25) per hour less than the zero (0) to one (1) year rate of pay.

The probationary rate of pay for Cooks shall be fifteen cents (\$.15) per hour less than the zero (0) to one (1) year rate of pay.