

13070
AFL-CIO, IUOE
C
06/30/2008

AGREEMENT

between the

**HARPER CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

**INTERNATIONAL UNION
of
OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

**CUSTODIAL
BARGAINING UNIT**



13070
2008 06 30
AFL-CIO, IUOE
C

JULY 1, 2006 - JUNE 30, 2008

AGREEMENT

**HARPER CREEK COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

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

CUSTODIAL BARGAINING UNIT

JULY 1, 2006 - JUNE 30, 2008

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1	1
PURPOSE	1
ARTICLE 2	1
UNION RECOGNITION	1
ARTICLE 3	2
EMPLOYEE RIGHTS	2
ARTICLE 4	2
UNION DUES AND SERVICE FEES	2
Union Members	3
Service Fee Payers	3
Save Harmless Clause	4
ARTICLE 5	5
UNION RIGHTS	5
ARTICLE 6	6
STEWARDS	6
ARTICLE 7	6
MANAGEMENT RIGHTS	6
ARTICLE 8	8
GRIEVANCE PROCEDURE	8
Definitions	8
Step One	8
Step Two	9
Step Three	9
ARTICLE 9	10
VACANCIES, TRANSFERS, AND PROMOTIONS	10
ARTICLE 10	13
NEW JOBS	13
ARTICLE 11	13
WORK SCHEDULES, DUTIES, AND COMPENSATION	13
Overtime Compensation	13

ARTICLE 12	15
SENIORITY	15
ARTICLE 13	16
REDUCTION IN WORK FORCE	16
Recall to Same Category	17
Placement Outside Seniority Category or Classification	18
Recall Notices	18
ARTICLE 14	18
FRINGE BENEFITS	18
Plan A	18
Plan B	19
General Conditions of Fringe Benefits	20
ARTICLE 15	21
PAID LEAVES OF ABSENCE	21
Funeral/Bereavement Leave	22
Personal Business Leave	22
Jury Duty and Subpoenas	23
Vacations	24
Holidays	24
ARTICLE 16	25
UNPAID LEAVES OF ABSENCE	25
Friday before Labor Day	26
ARTICLE 17	27
CONTINUING EDUCATION	27
ARTICLE 18	27
SCHOOL CLOSING	27
ARTICLE 19	28
RESIGNATION	28
ARTICLE 20	28
SPECIAL CONFERENCES	28
ARTICLE 21	28
WORK RULES	28
ARTICLE 22	29
BARGAINING UNIT WORK	29

ARTICLE 23	29
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT	29
ARTICLE 24	29
TERMINATION AND MODIFICATION	29
SCHEDULE "A"	31
WORK SCHEDULES	31
Regular Hours	31
Work Week	31
Work Day	31
Work Shifts	31
Shift Differential	32
Call Time	32
Reporting Time	32
Work Shift Absence	33
Meal Periods	33
Break Periods	33
Securing Buildings	33
SCHEDULE "B"	34
WAGES	34
Off Schedule Rate	34

AGREEMENT

This Agreement, made as of the date hereinafter set forth by and between the **Harper Creek Community School District**, Calhoun County, Michigan, hereinafter called the "**Employer**", and the **International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO**, hereinafter called the "**Union**".

ARTICLE 1

PURPOSE

(1.1) 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.

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

ARTICLE 2

UNION RECOGNITION

(2.1) 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 terms and conditions of employment.

(2.2) The term "employee" as used herein shall include all regularly scheduled full-time and part-time employees working in the following classifications:

Custodial personnel, but excluding administrators, guards and all others defined by PERA.

(2.3) Full-time is defined as thirty-five (35) to forty (40) hours per week. Part-time is defined as less than thirty-five (35) hours per week.

ARTICLE 3

EMPLOYEE RIGHTS

(3.1) No seniority employee shall be disciplined, which shall include written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

(3.2) Upon request, an employee shall be entitled to have present a representative of the Union when the employee is required to attend any meeting which the employee reasonably believes may result in discipline, or when disciplinary action is taken which may adversely affect the employee's record. Where a disciplinary penalty required the employee to immediately leave School District property (i.e., suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with a Union representative before leaving the premises if the Employer determines that allowing the meeting on school property would not create or perpetuate a safety concern.

(3.3) Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Materials which by law must remain in personnel files will not be considered for purposes of discipline or discharge after four (4) years.

(3.4) Any case of assault upon an employee occurring while the employee is at work or is engaged in a work related activity shall be promptly reported to the employee's immediate supervisor by the employee. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities by allowing an employee administrative leave of up to eight (8) hours for necessary activities connected with the assault (i.e., medical appointments, court).

(3.5) An employee will have the right to review the contents of the employee's personnel file, excluding those items excluded from the definition of 'personnel' by law, and to have a representative of the Union accompany him in such review.

ARTICLE 4

UNION DUES AND SERVICE FEES

(4.1) Each employee covered by this Agreement, after completion of the probationary period as defined in Article 12.1 of this Agreement, shall, as a condition of employment, join the Union or pay a service fee to the Union.

(a) **Union Members**

Employees joining the Union shall pay dues to the Union in accordance with its policies and procedures.

(b) **Service Fee Payers**

Employees not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's Policy and Procedures Regarding Objections to Political-Ideological expenditures. These remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth there have been availed of and exhausted, all other administrative and contractual procedures shall be barred.

(4.2) In the event the employee shall not pay such service 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 service fee from the employee's wages and remit same to the Union under the procedures provided below:

(a) The procedure in all cases of non-payment of the service fee shall be as follows:

- (1) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- (2) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph (a) above.
- (3) The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.

(4.3) Due to certain requirements established in recent court decisions, the Union represented that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.

(4.4) The Union will certify, at least annually to the Employer, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

(4.5) The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.

(4.6) The Union agrees to promptly notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the Union Security provisions of this Article.

(4.7) *Save Harmless Clause*

In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party, if it so desires; and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceedings assert that the defense or indemnity provisions of this Article are either unenforceable or void.

(4.8) The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made. The Employer shall not be required to make any dues deductions in preference to legally-required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.

(4.9) An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religious body or sect, which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Union membership, or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to give written authorization to the Employer to deduct an equal amount from the objecting employee's wages for transmittal (by the Employer) to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three (3) charities selected mutually by the Employer and the Union.

ARTICLE 5

UNION RIGHTS

(5.1) The Union shall have the right of access to the school mails to distribute Union material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Union of any alterations prior to implementing them.

(5.2) The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such and shall be responsible for proper operation of all such equipment. The Union shall assume the liability for any damage to equipment or facilities occasioned by its use of same. Prior to use of school facilities, the Union shall complete and submit a Building Use Form. Union members may not use school Internet equipment without agreeing to and signing the District's Internet Policy.

ARTICLE 6

STEWARDS

(6.1) Employees shall be represented by one (1) Chief Steward and a designated Assistant Steward, whose identity shall be made known to the Employer.

(6.2) The Steward, during his working hours, without loss of time or pay, presents grievances to the Employer, after arrangements have been made with their supervisor, such arrangements shall not unreasonably be withheld. This privilege shall not be abused.

(6.3) If negotiation meetings occur during the regular working hours of the Chief Steward and Assistant Steward, they will receive their regular rate of pay for time in attendance. No payment will be made for attendance at any negotiating session which takes place before or after their regular working hours.

(6.4) The Employer shall permit up to two (2) working days per school year of released time without loss of pay for the handling of Union business, meetings, and conferences. All days to be used must be submitted in writing to the Superintendent at least forty- eight (48) hours prior to the requested leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

ARTICLE 7

MANAGEMENT RIGHTS

(7.1) The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement, shall include, by way of illustration, not by way of limitation, the right to:

(a) Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

(b) To continue its rights and past practice of assignment, and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

(c) The right to direct the working forces, including the right to hire, promote, discipline, suspend, and discharge employees for just cause, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay-off employees;

(d) Determine the services, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof, or changes therein, the institution of new and/or improved methods or changes therein;

(e) Adopt reasonable rules and regulations, including those governing the conduct of employees in the workplace, subject to Union review;

(f) Determine the qualifications of employees, subject to the Union's right to grieve;

(g) Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

(h) Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

(i) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

(j) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

(k) Determine the policy affecting the selection, testing or training of employees.

(7.2) The Board recognizes that this Agreement sets forth limitations of the above-named powers, rights, authorities, duties and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE 8

GRIEVANCE PROCEDURE

(8.1) *Definitions*

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

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

(c) The time elements in the Steps can be shortened or extended by mutual written agreement.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

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

(f) 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 or Union 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.

Step One

(a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Steward at an agreed upon time.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based, and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

Step Two

(a) Any appeal of a decision rendered by the supervisor shall be presented in its written form within five (5) working days of the date of receipt of the written decision of the supervisor. The appeal shall state the reason why the decision of the supervisor was not satisfactory.

(b) The Superintendent or designee shall meet with the Business Representative of the Union, the Chief Steward, and the grievant at a time mutually agreeable to them, but no later than ten (10) calendar days following receipt of the appeal.

(c) The Superintendent or designee shall then give his decision in writing to the Business Representative of the Union, or his designee, within five (5) working days of the meeting.

Step Three

An unsettled grievance, which has been timely appealed to Step Three, will be placed before a meeting of an Officer of the Union and designated representatives of the School District within a reasonable time from the date of appeal to this Step, not to exceed ten (10) work days, by mutual agreement between the School District and the Union. If, as a result of such meeting, the grievance remains unsettled, it may be continued to a further meeting at this Step, at which a representative of the Federal Mediation and Conciliation Service is present. If, following such a meeting, the grievance remains unsettled, the grievance may be appealed by the Union to arbitration, provided such request is made to the School District in writing within ten (10) work days after the conclusion of the Step Three meeting(s). In no event shall the process described in this Step exceed sixty (60) calendar days from the date the grievance was appealed to Step Three.

Step Four

(a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent or designee, then the grievance must be submitted to arbitration within thirty (30) calendar days from the date of receipt of the decision rendered by the Superintendent or designee. The arbitration demand must identify all issues submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party by a filed request to the American Arbitration Association, or the Federal Mediation and Conciliation Service.

(c) A list of impartial arbitrators will be requested, and an arbitrator will be chosen by each party alternately striking names. The remaining arbitrator will hear the issue.

(d) The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing.

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

ARTICLE 9

VACANCIES, TRANSFERS, AND PROMOTIONS

(9.1) A vacancy shall be defined as a newly created bargaining unit position, or a present position in the bargaining unit that is not filled, but that the Employer intends to fill.

(9.2) All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) work days. The Union representative shall receive two (2) copies. Said posting shall contain the following information:

- (a) Type of work;
- (b) Location of work;
- (c) Starting date;
- (d) Rate of pay;
- (e) Hours to be worked;
- (f) Classification and category;
- (g) Position qualifications.

(9.3) Interested employees may apply in writing to the Superintendent, or designee, within the five (5) day posting period. The Employer shall notify school year employees of vacancies occurring during the summer months (June, July and August) by sending notice of same to each interested employee by employee-furnished stamped envelope. The Employer agrees to notify the Union representative in writing of any vacancies occurring during the summer months.

(9.4) In the event a position is not filled by an interested bargaining unit member, then the position will be offered to members of the Union's remaining bargaining units under the aforementioned parameters, prior to the Employer hiring from the outside.

(9.5) The senior employee in the category where the vacancy exists, who meets the minimum qualifications of the posted position, and who applies for the vacancy, shall be given a thirty (30) working day trial period. During this trial period, the employee shall have the opportunity to revert back to their former assignment. After thirty (30) work days, the Employer may exercise their option to hire the most qualified person for the position. The Employer shall be entitled during this interval to fill the transferring employee's assignment with a temporary employee.

(9.6) During the trial period, employees shall receive the rate of pay for the job they are performing.

(9.7) Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the most senior qualified applicant. Each applicant shall be so notified in writing, with a copy provided to the Union.

(9.8) Employees shall retain wage scale experience credit when transferred within their job classification covered by this Agreement.

(9.9) If a bargaining unit member is absent for a period exceeding three hundred sixty-five (365) consecutive calendar days, his assignment shall be considered a vacancy, which will be posted and awarded utilizing the procedures specified in this Article. A bargaining unit member returned to work, whose position has been declared vacant according to this paragraph, shall be permitted to bump an employee having lesser seniority in the category of the returning bargaining unit member.

(9.10) In the event it becomes necessary to make an involuntary transfer in any category, the employee with the least seniority in that category shall be transferred, unless a more senior employee volunteers to be transferred.

(9.11) If a bargaining unit member is transferred to a non-bargaining unit position with the School District for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-unit position to which he was transferred. Employees transferred under the above circumstances shall retain seniority rights as described above, for only the six (6) month period.

(9.12) Temporary transfers, for purposes of filling assignments of employees who are absent more than four (4) consecutive work days (but less than three hundred sixty-five [365] consecutive calendar days) due to illness, paid vacations, and leaves of absence, shall be governed by the following conditions:

(a) The senior applicant within the same building and job category, who meets the requirements for the job, shall be awarded the position on a temporary basis. The successful applicant shall perform the same duties of the temporarily absent employee.

(b) The Employer may consider temporary transfer requests from bargaining unit members in a different category, but within the same classifications, who meet the requirements for the open assignment. Should the Employer determine to grant the request for a temporary transfer to a different category within the same classification, the bargaining unit member transferred shall receive the pay rate of the category into which he is temporarily transferred. This shall not be interpreted to require payment at different experience level to the temporarily assigned bargaining unit member within that classification or category.

(c) Temporary transfers under this section shall be made only among bargaining unit members working in the same school building.

(d) The Employer shall not be required to make more than one (1) transfer as a result of filling any temporary opening as specified in this section. For example, if employee A is absent in excess of four (4) consecutive work days, and employee B is temporarily transferred to employee A's assignment, the Employer shall not be required to allow temporary transfers of other bargaining unit members into employee B's open position. Instead, the Employer would fill employee B's temporarily open position with a temporary employee.

(e) In all cases, the temporary employee shall function in the same capacity as the temporarily absent employee. For example, a Maintenance person will fill the Maintenance vacancy, a Mechanic will fill the Mechanic vacancy, etc.

ARTICLE 10

NEW JOBS

(10.1) The Employer shall notify the Union, in writing, when new jobs 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.

(10.2) 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 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. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become part of this Agreement.

ARTICLE 11

WORK SCHEDULES, DUTIES, AND COMPENSATION

(11.1) The work schedule of each classification covered by this Agreement shall be as set forth in Schedule A of this Agreement.

(11.2) Compensation for classifications covered by this Agreement shall be as set forth in Schedule B of this Agreement.

(11.3) ***Overtime Compensation***

(a) Time and one-half (1-1/2X) shall be paid for all hours over forty (40) hours in one (1) week, and all hours in excess of eight (8) hours in one (1) day, when requested by the Employer. This shall not be interpreted to require double payment of overtime.

(b) Time and one-half (1-1/2X) shall be paid for all hours worked on Saturdays. Double time (2X) shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay, if the employee is entitled to holiday pay for that day.

(c) Compensatory time may be given if mutually agreeable to the Employer and the employee. Such compensation shall be time and one-half (1-1/2X) for all hours over forty (40) per week, and shall not accumulate beyond two hundred forty (240) hours.

(11.4) Bargaining unit members shall have the opportunity to work overtime on the following basis:

(a) Overtime will be assigned in advance by the Employer in writing.

(b) If the Employer, in good faith, mistakenly provides overtime opportunities to employees otherwise not entitled thereto, the sole remedy available to the employee who should have been offered overtime opportunity is to receive the next available comparable overtime opportunity.

(c) If the overtime assignment is not filled as specified in paragraph (a) of this section, the overtime will next be offered to interested and available bargaining unit members within the same job category, but having a different building of regular assignment. In order to be eligible for overtime opportunities under this provision, the bargaining unit member shall give written notification to his supervisor not later than September 1st of any school year, or on the completion date of his probationary period of hire after the beginning of the school year.

(d) If overtime work opportunity is not assigned pursuant to operation of paragraphs (a) and (b) of this section, the Employer shall have the option to require the bargaining unit member or members having the least seniority in the affected category to perform the required overtime work.

(11.5) Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Union shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

(11.6) Bargaining unit members required to work in a higher paid job category shall be paid the rate of the job they are performing. If required to work in a lower paid job, they shall be paid at their regular rate of pay.

ARTICLE 12

SENIORITY

(12.1) New employees hired into the bargaining unit shall undergo a period of ninety (90) work days probation, and after sixty (60) work days, the probationary employee will be placed on Step One of the wage scale. Upon completion of this probationary period, the employee shall obtain seniority status retroactive to the first date of hire, and his/her name shall be entered upon the seniority list.

(a) Probationary employees shall be represented by the Union for all purposes under this Agreement during the probationary period, except that the termination or evaluation of such probationary employee shall not be subject to the Grievance Procedure.

(b) Leave day credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Agreement.

(c) There shall be no seniority among probationary employees.

(12.2) Seniority shall be defined as length of service within a category and classification included in this bargaining unit. Accumulation of seniority shall begin on the employee's first working day as described in Section (12.1) above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

(12.3) The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Union by November 1st. The Union shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer seniority lists will be considered conclusive. The seniority lists shall reflect the following classifications and categories:

Category 23 - Custodian

(12.4) Seniority shall be lost if the employee:

(a) Voluntarily quits;

(b) Is discharged, and the discharge is not reversed through the Grievance Procedure set forth in this Agreement;

(c) Is absent for two (2) consecutive working days without notifying the Employer, except when an emergency prohibits such notification. After such absence, the Employer shall send written notification to the employee at the last known address, scheduling a pre-termination conference to determine whether the employee had been absent for two (2) consecutive working days without notifying the Employer. If the employee fails to appear at the conference, or is unable to establish the existence of an emergency prohibiting Employer notification, the Employer may thereafter send written notification to the employee, at the last known address, that the employee has lost seniority, and that the employee has been terminated. A copy of such notice will be provided to the Union;

(d) Does not return to work when recalled from lay-off, as set forth in the recall procedure;

(e) Does not return from sick leave or other leave of absence;

(f) Retires;

(g) Otherwise terminates his employment relationship with the Employer; or

(h) Is laid off and is not recalled to work within two (2) years from the time of lay-off.

ARTICLE 13

REDUCTION IN WORK FORCE

(13.1) In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

(13.2) No bargaining unit member shall be laid off pursuant to a reduction in the workforce, unless the bargaining unit member is notified of said lay-off thirty (30) calendar days in advance.

(13.3) In the event of a necessary reduction in a job category, the Employer shall first lay-off probationary employees within that category, provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case, shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction of the workforce, who have been affected by the lay-off/elimination of position, may bump the next lesser employee in another category, provided all of the following conditions are satisfied.

(a) There is no "bump" possible within the current assignment job category of the bargaining unit member affected by the reduction in force;

(b) The "bumping" employee is qualified and able to perform all duties of the next lesser senior employee in the different category whom the "bumping" employee is displacing; and

(c) The "bumping" employee possesses sufficient seniority in the different job category in which placement is desired. The bump is exercised upon the next lesser senior employee in the different job category;

(d) When a bargaining unit member affected by the reduction in force is not able to exercise a bump within his current job category, or into a different job category for which he possesses sufficient seniority (as described above), he/she shall be placed on lay-off status with recall rights as described in this Article.

(13.4) Recall to Same Category

(a) Laid off bargaining unit members possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings or vacancies. The Employer will not initiate recall until the retained employees are restored to their previous positions.

(b) Notices of recall shall be sent by certified or registered mail to the last known address shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

(c) A recalled employee shall be given five (5) calendar days from receipt of notice (excluding Saturdays, Sundays and holidays) to report for work. The Employer may fill the open position on a temporary basis until the recalled employee reports to work within the same five (5) calendar day period.

(d) Bargaining unit members recalled to a position of an equivalent number of hours, in a category where the bargaining unit member is qualified and possesses sufficient seniority, are obligated to take said work. A bargaining unit member who declines recall to work shall forfeit his seniority rights and shall be considered a quit.

(e) Bargaining unit members on lay-off status shall accrue seniority during the period of lay-off in the category from which the bargaining unit member was laid off. Upon recall, the bargaining unit member shall continue to accrue seniority only in the category of his assignment.

(13.5) Placement Outside Seniority Category or Classification

It is agreed if a vacancy occurs in any classification or department represented by the Union, and there are no employees on lay-off status within that classification and/or department who are available to fill the vacancy, then qualified, laid off employees from another classification and/or department shall be given the opportunity to fill the vacancy, provided they can meet the requirements to qualify for the vacancy, before any new employees are hired. Failure to accept and/or qualify for a vacancy in another classification or a vacancy in another department shall not relinquish an employee's right for recall to his previous classification and/or department. Employees who fill vacancies under this provision shall be subject to a thirty (30) working day probationary period, and any employee who fails to perform satisfactorily during this period shall be returned to lay-off status.

(13.6) Recall Notices

It is the bargaining unit member's responsibility to keep the business office informed of the bargaining unit member's current telephone number and address, or of any change in telephone number and/or address, within three (3) working days of such change. In the event a bargaining unit member fails to comply with this procedure, the Employer shall not be obligated to recall the bargaining unit member until such time as correct information is submitted. Further, the Employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the bargaining unit member. Employees shall be recalled in reverse order of lay-off.

ARTICLE 14

FRINGE BENEFITS

(14.1) Upon submission of written application, for the 2006-2007 year, the Board shall provide to all full-time bargaining unit members an insurance premium subsidy for purchase of one of the following insurance packages. Bargaining unit members shall elect either Plan A or Plan B.

Plan A

1. Health - MESSA Combined Group Plan with five dollar (\$5.00) prescription drug co-pay, or equal coverage;
2. Dental - Trust Dental Alternative, or equal coverage;
3. Vision - Star Vision or equal coverage;
4. Life - \$20,000 term with AD&D.

Plan B

1. Dental - Trust Dental Alternative or equal coverage;
2. Vision - Star Vision or equal coverage;
3. Life - \$25,000 term with AD&D.

For the 2007-2008 year, the plan will be MESSA Choices II.

Bargaining unit members who are eligible for a health insurance contribution as specified in paragraph 14.1 of this section, may instead elect to receive the following amounts toward options of the Cafeteria Plan of Section 125 of the IRS Code.

2006-2008 \$191.18

Employee monthly premium contributions for the above coverage shall be based on a premium base of the MESSA blended rate for all subscribers in effect July 1, 2007.

Health insurance cap of five and one-half percent (5.5%). Any increase above five and one-half percent (5.5%), up to eleven percent (11%), the employee will pay. Increases above eleven percent (11%), both parties agree to re-open negotiations for this single item.

Notwithstanding the above, for the year 2007-2008 only, there will be a fixed payment of fifteen dollars (\$15.00) per month towards health care by each employee receiving this benefit.

The Board shall make premium payments on behalf of each bargaining unit member for short-term disability insurance coverage with the following provisions: first (1st) day accident, fifteenth (15th) day illness; sixty-six and two-thirds (66-2/3) of gross pay, not to exceed one thousand five hundred dollars (\$1,500.00) per month, and benefit coverage for one (1) year.

(14.2) The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

(a) It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

(b) Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder, and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

(c) It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article, and other payments as may be authorized by the Cafeteria Plan during the period of a bargaining unit member's eligibility for participation in that plan, and for fringe benefit plan enrollment under this Agreement.

(d) In the event that an eligible bargaining unit member waives medical coverage under the Cafeteria Plan, and thereby elects to receive additional compensation pursuant to the terms of the plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code, or within the meaning of Section 1224 of the Revised School Code, shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

(14.3) *General Conditions of Fringe Benefits*

(a) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first (1st) day of the month following the completion of the probationary period as defined in Article 12.1 of this Agreement.

(b) The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) of the Master Contract held by the policyholder.

(c) 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 overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(d) New employees working less than twenty-five (25) hours per week and/or thirty-six (36) weeks per year shall not be entitled to any fringe benefits during their first five (5) years of employment. They would become eligible on the first open enrollment period after their fifth (5th) anniversary date.

ARTICLE 15

PAID LEAVES OF ABSENCE

(15.1) The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of a timely notification by the employee, the Employer's records shall be considered conclusive.

(15.2) Sick leave shall accrue as follows:

(a) Bargaining unit members shall be credited with seven (7) sick leave days per year, cumulative to fifteen (15) days. Bargaining unit members who, as of June 30, 1986, had accumulated in excess of fifteen (15) sick days in their own personal sick leave banks, shall be entitled to retain those days.

(b) Bargaining unit members who have reached maximum accumulation, and who have not utilized their allotment of sick days in a given school year, shall be paid seventy-five percent (75%) of their daily rate for every day in excess of the maximum. (Example: A bargaining unit member ends the year with fifteen [15] accumulated sick days, plus four [4] unused days from that year's sick leave accumulation. The bargaining unit member will be paid at seventy-five [75%] of his/her normal daily rate for the four [4] unutilized sick days).

(c) Any bargaining unit member who retires from the Harper Creek Community School District, and is eligible in accordance with the Michigan Public School Employees Retirement System, or in the case of death, shall be eligible for payment of one-half ($\frac{1}{2}$) of the accumulated sick leave at the employee's prevailing rate.

(15.3) Utilization of sick leave shall be subject to the following conditions:

(a) The employee may use all or any portion of his sick leave to recover from his own illness.

(b) The eligible employee may use his leave for the purpose of attending to illness of an immediate family member as defined in the provisions of the Family Medical and Leave Act.

(c) The District may require medical documentation concerning the health of an employee if the District suspects such leave is being abused based on the employee's excessive absenteeism or a pattern of absenteeism. The required documentation will be provided by the employee at their expense.

(15.4) Absence due to injury or illness incurred in the course of a bargaining unit member's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the bargaining unit member's accumulated sick leave.

(15.5) If the bargaining unit member has initiated a claim for Worker's Compensation, but the validity of the claim has not been determined or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the School District for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal leave accumulation.

(15.6) Funeral/Bereavement Leave

(a) The employee shall be granted three (3) paid leave days and, with notification, can use a maximum of five (5) days per death in the immediate family. "Immediate Family" shall be defined for purposes of this section as spouse, significant other, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, grandparent of spouse, and any legal dependents.

(b) The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

(c) Additional leave may be granted in special cases, such as for travel time. This time shall be granted without pay, only by approval of the Employer, unless the employee elects to use sick leave time for the aforementioned. Should a holiday fall during a bereavement leave, it will not extend the bereavement leave allowed.

(d) Unused funeral/bereavement leave shall not be cumulative.

(e) For a funeral involving a present or former employee, or where the employee serves as a pallbearer, the bargaining unit member will be allowed up to four (4) hours to attend. The bargaining unit member, in such circumstances, will make up lost time with an equal amount of compensatory time, or elect to utilize unused sick leave. The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day.

(15.7) Personal Business Leave

(a) At the beginning of every school year, bargaining unit members shall be credited with two (2) personal business leave days.

(b) Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.

(c) A bargaining unit member planning to utilize a personal business day or days shall notify his supervisor at least two (2) days in advance, except in cases of emergency.

(d) A personal business leave shall not be granted on the opening or closing days of school, nor on the day prior to or following a holiday or vacation, unless an emergency exists and utilization is approved by the bargaining unit member's immediate supervisor.

(e) Personal business leave shall be available for the practice of individual religious preferences.

(f) At the end of each contract year, all unused personal business leave days shall be credited to the employee's accumulated sick leave.

(g) The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day to no more than twenty percent (20%) in a category, provided that the category has five (5) or more members.

(h) No more than one (1) personal business leave day can be used during each six (6) month period, except in cases of emergency.

(15.8) *Jury Duty and Subpoenas*

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his full compensation for such time, provided the employee shall remit all witness and juror fees (excluding meals and mileage and expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Union and the Employer will be exempted from this section. Employees concluding jury duty or required court service prior to the end of the work day are required to return to work unless there is less than four (4) hours left in the employee's shift.

(15.9) Vacations

(a) Bargaining unit members shall earn annual vacation time, with pay, according to the following schedule:

1-4 Years of Service	10 Days
5-15 Years of Service	15 Days
16 Years of Service	16 Days
17 Years of Service	17 Days
18 Years of Service	18 Days
19 Years of Service	19 Days
20 Years of Service	20 Days

(b) All vacation days must be taken within the year earned.

(c) Vacation days shall not be unreasonably denied.

(d) Employees will be required to give one (1) week notice of vacation prior to the first (1st) day of being off.

(15.10) Holidays

(a) Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in paragraph (b).

(b) The following holidays shall be considered as "Paid Holidays":

Fourth of July	1 Day
Labor Day	1 Day
Thanksgiving	2 Days (Day After)
Christmas	3 Days (Day Before/After)
New Year's	2 Days (Day Before)
Good Friday	1 Day
Memorial Day	1 Day

(c) When a holiday is observed by the Employer during a bargaining unit member's scheduled vacation, the holiday will not be considered as a vacation day.

(d) If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

(e) In order to receive holiday pay, a bargaining unit member must work their entire shift before the holiday, and their entire shift the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

ARTICLE 16

UNPAID LEAVES OF ABSENCE

(16.1) A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer (except where leave is required to be granted to an employee eligible under the Family and Medical Leave Act), upon written request for such leave by the employee, who shall state the reason for the leave and its requested duration. Only employees who have one (1) or more years of seniority may be granted an unpaid leave of absence.

(16.2) Any extension requests shall be submitted in writing to the Employer prior to the expiration of the time of the original leave period.

(16.3) Leaves requested due to illness or disability must be accompanied by a medical certification that the employee is unable to work, and the physiological and/or psychological reason(s) therefore, medical statements shall be by a medical doctor (MD) or a doctor of osteopathy (DO). The Employer shall have the right to independent medical verification at the time of the leave request, and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

(a) Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

(b) Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.

(c) All leave requests shall state the exact date on which the leave is requested to commence, and the exact date on which the employee is to return to work, subject to approval of the Employer.

(d) During an unpaid leave of absence:

(1) The employee may not seek work elsewhere unless agreed to by the Employer;

- (2) The employee must take leave for the reason so stated on the application;
- (3) Employees shall not return to work prior to the expiration of said employee's leave, unless otherwise agreed to by the Employer. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return;
- (4) Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer;
- (5) Failure to comply with 1-4 (above) may lead to disciplinary action, to and including loss of seniority and discharge, subject to the Grievance Procedure, except for probationary employees.

(16.4) Time spent on unpaid leave shall not be counted as time worked for purposes of paid leave accrual, or for seniority accrual (where the unpaid leave exceeds ninety [90] work days).

(16.5) Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken, and at the prevailing rate of pay for that job, subject to all provisions of the Agreement.

(16.6) Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position, for purposes of the Family and Medical Leave Act.

(16.7) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. The District reserves the right to require that the employee substitute paid sick leave for FMLA leave, such that any FMLA leave and sick leave run concurrently instead of consecutively.

(16.8) *Friday before Labor Day*

Off with no pay.

ARTICLE 17

CONTINUING EDUCATION

(17.1) Employees who are required to take specific high school or post-secondary courses, or job related training, shall be fully reimbursed for cost of registration/tuition, books, lodging, mileage, and other costs incurred. Mileage will be paid at the IRS standard in effect at that time.

(17.2) Employees participating in Adult Education Programs, or earning high school level or college level credits, shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials, if given prior approval by the Central Administration Office, and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which maintain or improve skills required in the member's current employment, or meet the requirements imposed by statute, administrative regulation and/or this Agreement for the member's retention of a position in his seniority classification.

ARTICLE 18

SCHOOL CLOSING

(18.1) When the Employer determines to close school(s), reasonable efforts shall be made to make such public announcements prior to 6:30 a.m.

(18.2) Scheduled days of student instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law. First shift employees unable to report due to conditions of inclement weather shall suffer no loss of pay or benefits up to two (2) hours. All time lost after two (2) hours shall be made up, or the employee will not be paid.

(18.3) Bargaining unit members are required to report to work as regularly scheduled on such days, unless otherwise excused by the immediate supervisor.

ARTICLE 19

RESIGNATION

(19.1) An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation, unless new employment requirements prohibit, in which case at least ten (10) working days prior to the effective date of the resignation.

(19.2) Any employee who discontinues his services, in accordance with the above section, does not forfeit his right to all severance payments required by this Agreement.

ARTICLE 20

SPECIAL CONFERENCES

(20.1) Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject which shares a community of interest, and to resolve problems which may arise. The meetings shall not occur more frequently than one (1) workday in a one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed.

(20.2) There shall be three (3) copies of any final Agreement. One (1) copy shall be retained by the Employer, and two (2) by the Union.

ARTICLE 21

WORK RULES

(21.1) The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

(21.2) New work rules shall be given to the Union Representative or his (designee) at least thirty (30) calendar days prior to the effective date of the work rule to be established. The Union may, during the above time frame, either request a meeting for clarification of the rule, or in the alternative, grieve its reasonableness. If there is no action taken in accordance with the above time frame, then the rule shall become effective after satisfying a ten (10) calendar day posting requirement.

(21.3) Upon the execution of this Agreement, all bargaining unit members shall be given a copy of existing work rules. Newly hired employees shall be given a copy on or before completion of their probationary period.

ARTICLE 22

BARGAINING UNIT WORK

(22.1) Employees of the Employer not covered by this Agreement shall not perform work within the bargaining unit, except in cases of training, experimentation, or in cases of documented emergencies. This does not limit the Employer's rights under PA 112.

(22.2) The Employer shall be allowed to secure the services, as needed, of substitute employees. Such employees shall be used for the purpose of replacing personnel on sick leave, leave of absence, or vacations. Substitute employees shall be paid at a rate not to exceed the probationary rate of the position he replaces. Substitute employees shall accrue no rights under this Agreement. Substitutes may not be used when other bargaining unit employees are available to fill the vacancy.

ARTICLE 23

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

(23.1) This Agreement shall be binding upon the parties hereto. No agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions contained herein, shall be made by any employee or group of employees with the Employer.

(23.2) 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.

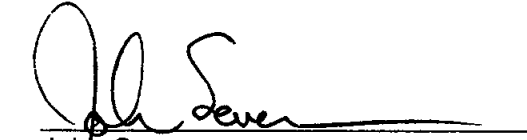
(23.3) If any provision of this Agreement, or any supplement thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such provision if not prohibited by law.

ARTICLE 24

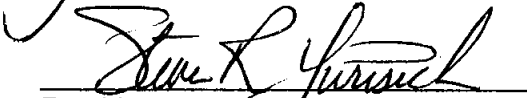
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, June 30, 2008. It may be extended by the written agreement of the parties. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60), nor more than ninety (90) days prior to June 30, 2008.

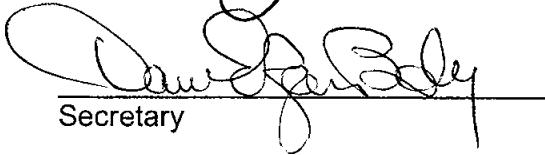
**HARPER CREEK COMMUNITY
SCHOOLS
BOARD OF EDUCATION**



John Severson
Superintendent

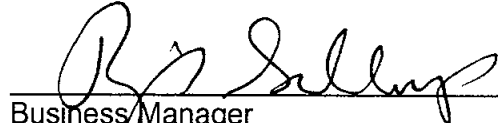


Steve L. Yurchak
President




Dawn G. Boley
Secretary

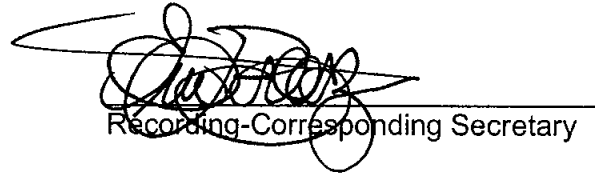
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**



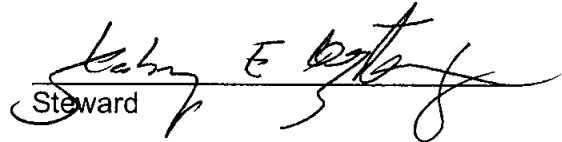
R. J. Selinger
Business Manager



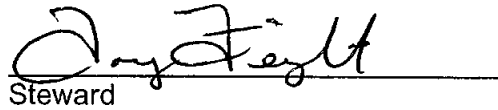
Joseph J. Dineen
President



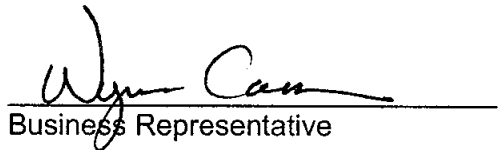
[unclear]
Recording-Corresponding Secretary



Kathy E. [unclear]
Steward



Doug Fiehl
Steward



Wynne Can
Business Representative

SCHEDULE "A"

WORK SCHEDULES

Work schedules showing the employees' shifts, work days, and hours shall be posted in each building at all times. Except for emergency situations, the work schedule of an employee shall not be changed absent mutual agreement between the Employer and the employee. This shall not prevent the Employer from altering the starting time of a shift by up to one (1) hour.

(a) ***Regular Hours***

The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch period.

(b) ***Work Week***

The work week shall consist of five (5) consecutive eight (8) hour days, from 10:00 p.m. Sunday to Friday, inclusive, except that a third shift in the high school shall be five (5) consecutive eight (8) hour days, beginning Monday evening and ending with the shift that begins Friday evening.

(c) ***Work Day***

Eight (8) consecutive hours within the twenty-four (24) hour period beginning at 10:00 p.m. shall constitute the regular work day.

(d) ***Work Shifts***

- (1) Eight (8) consecutive hours of work interrupted by a lunch period shall constitute a work shift. Employees shall be scheduled to a work shift, and each shift shall have a regular starting time and quitting time. Generally, employees shall work 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., or 11:00 p.m. to 7:30 a.m.
- (2) The third shift at the high school shall be scheduled from 10:00 p.m. to 6:30 a.m.
- (3) When one (1) or both of the Friday third shift employees are scheduled to work overtime on Saturday, both of them shall be scheduled from 3:00 p.m. to 11:30 p.m. If no Saturday overtime is scheduled, both employees shall work their normal shift.

- (4) The High School Principal must be notified in advance by the employee or employees scheduled for Saturday overtime. The modification of the shift will not be allowed without the Principal being notified.

(e) ***Shift Differential***

For the purpose of calculating the shift differential pay listed in Schedule "B", the following hours of work shall be established:

- (1) The second shift shall be any shift that starts on or after 2:00 p.m., but before 7:00 p.m.
- (2) The third shift shall be any shift that starts on or after 7:00 p.m., but prior to 5:00 a.m.

(f) ***Call Time***

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the overtime rate. If the call time work assignment and the employee's shift overlap, the employee shall be paid the call time rate until the completion of the two (2) hours of work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

Overtime for over two (2) hours shall have a paid fifteen (15) minute break period.

Employees working overtime may take an unpaid meal period of up to thirty (30) minutes during four (4) hours or more of overtime work.

(g) ***Reporting Time***

Any employee who is scheduled to report for work, and who presents himself for work as scheduled, shall be assigned to at least four (4) hours work on the job for which he was scheduled to report. If work on the job is not available, the employee shall be excused from duty and paid at his regular rate of four (4) hours work at the appropriate rate, straight-time or overtime, whichever is applicable.

When any employee reports for and starts work as scheduled, and is excused from duty before completing one-half ($\frac{1}{2}$) of the employee's normally scheduled shift, the employee shall be paid at his regular rate for one-half ($\frac{1}{2}$) of the employee's normally scheduled shift, straight-time or overtime, whichever is applicable.

(h) **Work Shift Absence**

An employee working the first shift, who is going to be absent, must call in at least one (1) hour prior to the start of his work day.

An employee working the second or third shifts, who is going to be absent, must call in at least two (2) hours prior to the start of his work day.

The District shall publish a telephone number for the employees to use for the above purpose. An employee is expected to follow this procedure except in the case of unusual circumstances.

(i) **Meal Periods**

Employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, to be thirty (30) minutes unpaid and uninterrupted each day. Exceptions will be made only in cases of emergency.

(j) **Break Periods**

Two (2), fifteen (15) minute break periods during the eight (8) hour work day shall be provided. Breaks may not be taken continuous with lunch break. Breaks may not be taken "back-to-back".

(k) **Securing Buildings**

Employees shall be granted a fifteen (15) minute period prior to the end of each work shift to cleanup and to secure the building.

SCHEDULE "B"

WAGES

All wage increases (base and off schedule) will be retroactive to July 1, 2006.

Step	2006-2007	2007-2008
Probation	\$9.42	\$9.49
1	\$10.23	\$10.31
2	\$10.82	\$10.90
3	\$11.41	\$11.50
4	\$12.76	\$12.92

Off Schedule Rate

A twenty cents (\$.20) off schedule rate will be paid for all hours worked.

The off shift rate (\$.20/hour) will cease to be paid upon the use of eight (8) sick days. Qualified FMLA days used are exempt from this provision.

(a) Employees not at the top of the scale shall receive, at the end of the school year, for each year of this Agreement, two hundred fifty dollars (\$250.00).

Employees on the top of the scale shall receive, at the end of the school year, for each year of this Agreement, one thousand dollars (\$1,000.00).

(b) The Employer shall supply three (3) uniforms (trouser and shirt) for new employees, and up to two (2) uniforms per year. Each employee will receive one (1) pair of work shoes each school year at a cost of no more than one hundred dollars (\$100.00). The Employer will select and order the shoes. The wearing of the shoes ordered will be mandatory.

(c) A shift differential shall be paid to all employees who work the second or third shifts as follows:

Second (2 nd) Shift	\$.15 per hour
Third (3 rd) Shift	\$.25 per hour

After completion of the probationary period, an employee shall be placed on Step 1 of the Salary Schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement as outlined in this Schedule.