

# **AGREEMENT**

*between the*

**ITHACA PUBLIC SCHOOLS**

*and the*

**INTERNATIONAL UNION**

**of**

**OPERATING ENGINEERS**

**LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

**MAINTENANCE ~ CUSTODIAL**

**BARGAINING UNIT**



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**JULY 1, 2006 - JUNE 30, 2009**

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**July 1, 2006 - June 30, 2009**

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# AGREEMENT

## BETWEEN

**THE ITHACA PUBLIC 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 rates of pay, hours, working conditions and other conditions of employment.

## ARTICLE II

### UNION RECOGNITION, SECURITY AND CHECK-OFF

#### SECTION ONE: 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 maintenance and custodial personnel, male and female, not holding supervisory responsibility and excluding seasonal or substitute employees performing similar work.

#### SECTION TWO: UNION SECURITY

(A) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members or in the alternative shall as a condition of employment, pay to the Union each month a service fee which is a legally permissible amount as determined in a legally permissible manner, not to exceed the amount of dues uniformly required of members of the Union.

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 of payment of such dues or fees.

(B) In the event that the bargaining unit member does not pay such membership dues or service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477; MSA 17.277(7) and at the written request of the Union, deduct the membership dues or service fee from the bargaining unit member's wages and remit the same to the Union.

(C) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(D) The Union shall indemnify and save the District, the Board, past and present members of the Board and past and present administrators and agents of the Board harmless against any and all claims, demands, suits or other forms of liability that may rise out of or by reason of action taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for purpose of payroll deduction of membership dues or service fees.

### **SECTION THREE: CHECK-OFF**

The Union shall submit to the Employer an authorization card signed by the employee so that the Employer may deduct the required amount for the payment of initiation fees and Union dues. The Employer shall then deduct from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) of the month following the month in which deductions were made, accompanied by a list of employees (including Social Security number) and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore.

## **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 handicap, race, creed, color, religion, sex, or national origin.

## **ARTICLE IV**

### **RIGHTS OF THE BOARD OF EDUCATION**

(A) The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its property and facilities, and the activity of its employees during the school day,
2. To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or employment;
3. To determine work load, hours of employment and the duties, responsibilities and assignment of employment covered under the Contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

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

## **ARTICLE V**

### **VISITATION**

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

## ARTICLE VI

### STEWARDS

(A) The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union, and the name of the Chief Steward shall be made known to the Employer in writing.

(B) 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 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) It shall be the mutual responsibility of employee and Employer to work toward elimination of job hazards which the employees may encounter at their places of work, which are not recognized as part of the employee's normal job.

(B) The employee will also be expected to inform 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 all alleged unsafe conditions shall investigate such conditions and shall be expected to make adjustments in such conditions, if in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employees.

## 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 the purpose of instructional training, experimental or in cases of emergency, with the exception of the work that has been historically performed during the school vacation periods of the year, and further provided that maintenance supervisory personnel may perform such duties which he has normally performed in the past, provided there is no discrimination against the employees covered by this Agreement.



## ARTICLE IX

### SENIORITY

(A) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) thirty (30) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(B) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(C) Employees shall be laid-off, recalled or demoted according to their seniority in their classification. 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 seniority employee.

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

1. He resigns.
2. He is discharged for cause.

(E) Employees who do not fulfill the prescribed ninety (90) days probationary period shall not have recourse to the terms of this Agreement.

(F) An employee transferred to a supervisory position shall retain the right to bump back into the bargaining unit for a period of one (1) year only. After this trial period, the employee will lose all seniority rights.

(G) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of the date of entry into classification.

## ARTICLE X

### 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 place of work; the starting date; the rate of pay; the hours to be worked; the classification. In the event that the administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting shall be held between a representative of the Employer and the Union to review the reasons and arrive at a decision between the parties.

(B) A newly promoted employee shall serve a probationary period of thirty (30) days in the open position at his present pay rate, with the employee being paid the rate of pay for the new position upon satisfactory completion of the probationary period which shall be retroactive to the date of transfer. The employee may at any time during the probationary period on the new job, return to his former position or in the event his work is not satisfactory to the Employer, the employee shall be returned to his former position.

(C) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred at the rate of pay for the higher paid classification.

(D) Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

## ARTICLE XI

### NEW JOBS

(A) When new jobs are placed into operation during the life of this Agreement, which involves the performing of duties in which there is a substantial change in the job itself and the new job cannot be placed properly into an existing classification by mutual agreement, the Employer shall place into effect a new classification and rate for the job in question and shall designate the classification and 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 shall be considered as temporary for a period of thirty (30) calendar days following the date of 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 rate and the classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent pay rate, 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 a part of Schedule A.

## ARTICLE XII

### DISCIPLINE AND DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union within five (5) working days of the date of said occurrence which gave cause to such action or within five (5) working days of the date it is reasonable to assume that the Employer first became aware of the condition which gave cause to such disciplinary action. However, the Employer may delay such notification to the employee and the Union if the action being investigated is alleged serious misconduct and it is reasonably believed that providing notification of the action will jeopardize the investigation. Any such delay shall be limited to the period reasonably necessary to conclude the Employer's investigation. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. Excessive absence or tardiness from work or failure to report for work without notifying the Employer and without good and sufficient reason because of conditions beyond the control of the employee.
2. Conviction of criminal act.
3. Conduct unbecoming any employee in the public service, including immoral activity.
4. Excessive garnishes.
5. Incompetency or inefficiency.
6. Insubordination.
7. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics.
8. Reporting for work with liquor smell on his breath after having been given one written warning by the Employer.

9. Willful neglect of duty.
10. Negligence of or willful damage to school property.
11. Violation of any lawful regulation or order made by a supervisor which has been made known to the employee.
12. Deliberate falsification of records, or obtaining a leave under false pretenses.
13. Extensions of lunch periods or break periods without proper authorization.

### **Progressive Discipline**

The Employer shall exercise progressive disciplinary practices, which shall include a verbal warning, a written warning, a one (1) day suspension without pay, a three (3) day suspension without pay, and termination will follow. In cases of more serious offense, the Employer may waive some or all of the steps. It is agreed that the concept of progressive discipline allows deviation from the progressive disciplinary steps provided that there is just cause for the discipline which is imposed.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

Leave privileges described below shall be available to employees after one (1) year of continuous service.

(A) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for a period of time up to one (1) year, which may be extended by mutual agreement between the parties, provided he promptly notifies the Employer of the necessity therefore and provided further 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.

(B) Leaves of absence without pay shall be granted for reasonable periods of time for physical or mental illness, prolonged serious illness in the immediate family which includes mother, father, child, spouse, mother-in-law, father-in-law, grandchildren, grandparents, brother and sister.

(C) Leaves of absence without pay may be granted for reasonable periods of time for training related to an employees regular duties in an approved educational institution.

(D) The reinstatement right 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.

Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

(E) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office not to exceed three (3) years or his accumulated seniority, whichever is less, which may be extended by mutual agreement between the parties. He shall accumulate seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

(F) All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

#### **ARTICLE XIV**

#### **GRIEVANCE PROCEDURE**

(A) A grievance shall be an alleged violation of the expressed terms of this Agreement.

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

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

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

(E) Any employee grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

(F) The following shall not be subject to the grievance procedure:

1. The termination of services of or failure to re-employ any probationary employee.
2. The termination of services or failure to re-employ any part-time or seasonal employee not covered by the terms of this Agreement.
3. Any matter involving the content of employee's evaluation may be grieved but is not subject to arbitration.

(G) The term "day" as used herein shall mean calendar days excluding Saturdays, Sundays and holidays.

(H) Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Section or Sub-Section of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievances not substantially in accordance with the above requirements may be rejected by the Employer as improper. Such rejection shall not extend the limitations hereinafter set forth.

Failure to pursue a grievance within the specified time limits shall be conclusive proof of abandonment of the grievance. Failure of response by a representative of the Employer within the specified time limit shall permit the grievant to proceed to the next Step in the Grievance Procedure within the specified time limit had a decision been given.

#### **STEP ONE**

(A) An employee having a grievance shall present it orally within five (5) working days of the alleged violation to his supervisor.

(B) If the grievance is not settled orally, the employee, within twenty-four (24) hours may call the Steward.

## **STEP TWO**

(A) The Steward shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.

(B) The aggrieved employee and his supervisor shall sign the grievance.

(C) The grievance shall be submitted to the Supervisor of Building and Grounds within five (5) working days from the date of Step One (A) above.

(D) The Steward shall meet with the Supervisor of Building and Grounds at a mutually agreed time to discuss the grievance within five (5) working days from the date of Step One (A) above.

(E) The Supervisor shall give his decision in writing, relative to the grievance within five (5) working days of his meeting with the Steward.

## **STEP THREE**

(A) Any appeal of a decision rendered by the Supervisor of Building and Grounds shall be presented to the Superintendent, or his designated representative, within five (5) working days of receipt of the written decision of the Supervisor of Building and Grounds. The appeal shall state the reason or reasons why the decision of the Supervisor of Building and Grounds was unsatisfactory.

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

(C) The Superintendent, or his designated representative, shall then give his decision in writing relative to the grievance to the Union Steward and Business Representative of the Union, within thirty (30) working days of the meeting.

## **STEP FOUR**

(A) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent, or his designated representative, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent, or his designated representative, the grievance shall be submitted to arbitration.

(B) Within twenty (20) days after the decision to arbitrate, the Arbitrator shall be selected. The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

(C) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

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

(E) The Arbitrator shall not have jurisdiction to 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 fees and expenses of the Arbitrator shall be borne equally by the parties.

(G) The Arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.

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

(I) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

## ARTICLE XV

### HOURS AND WORK WEEK

#### SECTION ONE

(A) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred sixty-eight (168) hours thereafter.

(B) The normal work day shall be eight (8) hours, plus one-half (1/2) hour unpaid lunch period which shall be mutually agreeable to the employee and the Employer.

#### SECTION TWO

Overtime will be paid as follows:

(A) Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) work week.

(B) Double time (2X) will be paid for all hours worked on Sunday, when such hours are overtime.

(C) For the purpose of computing overtime, any time lost due to inclement weather or power failures would be considered the same as time worked. Personal leave time as defined in Article XVI shall not be counted toward the forty (40) hours worked in one (1) work week.



(D) Temporary or substitute employees shall be retained for employee absence or when regular employee turns down an offer for overtime. Seniority employees shall continue to be offered two (2) hours overtime during the lunch period as per established past practice.

### **SECTION THREE: CALL BACK**

When an employee is required to return 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 or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater.

### **SECTION FOUR: SHIFT DIFFERENTIAL**

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight, will receive a shift differential of thirty cents (\$.30) per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between the hours of 12:00 midnight and 8:00 a.m., shall receive a shift differential of thirty-one cents (\$.31) per hour for the eight (8) hours worked that day.

### **SECTION FIVE: DISTRIBUTION OF OVERTIME**

(A) Overtime 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 and willing to perform such work.

(B) It is recognized that overtime is a responsibility of the job, and employees will have the right of rejecting an overtime assignment only if another qualified employee is available.

### **SECTION SIX: REST PERIODS**

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day. Such periods shall be confined to the premises.

## **ARTICLE XVI**

### **PERSONAL LEAVE**

#### **SECTION ONE**

Each employee covered by this Agreement will be entitled to personal leave accumulated in an individual single personal leave bank at the rate of one and one-quarter (1-1/4) days per month accumulative to forty-five (45) days.

Any employee on July 1, 1989 with accumulated leave days in excess of forty-five (45) days will have those days placed in a separate leave bank. These banked days shall not be used except in the case of the employee using more than his/her forty-five (45) day bank.

## **SECTION TWO**

Personal Leave may be used for the following reasons:

### **(A) Sick Leave**

1. Personal leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness or injury. Personal sick leave may be used for dental or optical care, however, the employee will endeavor to make such appointments outside of working hours if reasonably possible.

2. Sick leave benefits are intended for the benefit of the individual employee. Should these benefits be suspected of misuse, the Employer reserves the right to request a medical examination and/or a statement from a physician of proof of illness.

3. When an employee uses forty-five (45) sick days within a year, he becomes eligible for disability benefits. At the time the employee becomes eligible for insurance benefits, sick leave will be stopped. The employee will continue to receive sick pay benefits under the disability plan.

### **(B) Emergency Leave**

1. All employees that have leave time available shall be granted up to five (5) working days off with pay for the death of their mother, father, child or spouse. Three (3) days will be allowed for all other members of the immediate family as defined in paragraph two (2). Additional time off for traveling to said funeral may be granted and such additional time shall be charged to personal leave.

2. Up to five (5) days may be granted for critical or emergency illness of their mother, father, child, or spouse which requires the presence of the employee. Three (3) days will be allowed for all other members of the immediate family. The immediate family shall consist of mother, father, child, spouse, mother-in-law, father-in-law, grandchildren, grandparents, brother, sister, stepchildren, stepmother, stepfather, daughter-in-law and son-in-law.

3. Employees may be granted one-half (1/2) day per year with pay to attend the funeral of a non-family member. Other days can be used via personal business leave.

**(C) Personal Business**

1. Three (3) days per year personal leave may be used for personal business provided that the administration knows twenty-four (24) hours in advance of the intended absence for matters that cannot be taken care of outside of working hours, except that leave will be disallowed and deductions from salary made for any personal leave used for the following:

- (a) Days preceding or following vacations.
- (b) Recreational pursuits.
- (c) Self-employment or economic gains.
- (d) Social functions.
- (e) Seeking other employment.
- (f) Other employment.
- (g) Marriage.
- (h) Extended child care.

\* Personal business days will be allowed provided they are used for personal business. One (1) personal day each year may be taken for which no reason need be given.

2. Personal business days may be used for time lost due to closing of school for inclement weather. The twenty-four (24) hour notice would be waived in this situation.

**SECTION THREE**

(A) To avoid unanticipated loss of wages, it is advised that employees consult with their supervisor and/or school administrative office regarding the propriety of their leave prior to its use.

(B) Records of personal leave accumulated and taken shall be furnished to the employee on or about July 1st of each year.

## **SECTION FOUR: FAMILY AND MEDICAL LEAVE**

Eligible employees shall be granted unpaid leave, to the extent required under the provisions of the Family and Medical Leave Act, for the purposes, and subject to, all the terms and conditions of that Act and its implementing regulations. Any unpaid leave which is otherwise available under the provisions of this Agreement (Article XIV) for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act, and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act, to the extent permitted by the Act and its implementing regulations. Any paid leave which is otherwise available under the provisions of this Agreement (Article XVII, Section 2 [B-2]) for the same purposes for which leave is required to be provided under the provisions of the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act, and shall be credited toward fulfillment of the leave entitlement of an eligible employee under the Act, to the extent permitted by the Act and its implementing regulations.

If an eligible employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board, unless the employee was otherwise entitled to the continuation of the benefits under other Sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment, or according to a repayment plan agreed upon between the employee and the Board. Any amount, or portion thereof, which is owing for repayment will be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectable by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made.

### **ARTICLE XVII**

#### **HOLIDAYS**

(A) The Employer will pay the normal days pay for the following holidays for all of the employees covered by this Agreement, even though no work is performed by the employee:

New Year's Eve Day  
New Year's Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day  
Christmas Eve Day

except that if school is in session, the custodian shall be responsible for the number of hours involved in the opening and closing of school.

**Full Day Good Friday**

if school is not in session. In the event school is in session, the provisions of paragraph (B) shall apply.

**Floating Holiday**

to be determined between the Bargaining Unit Representative and the Superintendent by May 1<sup>st</sup> for the following year.

**(B) The employee shall be released from 12:00 noon to 3:00 p.m. on Good Friday for religious observation providing students are not in attendance during that time. On days of student attendance, employees shall secure the building after student dismissal and shall be released. Night shift employees shall receive the same amount of released time with pay.**

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

**(D) 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.**

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

**(F) Newly hired employees who have been on the active payroll of the school district at least ten (10) days immediately preceding the holiday involved are eligible for holiday pay.**

**(G) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday off prior to the holiday with pay. In the event that the scheduled holiday falls on a Sunday, the employee 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 employee shall either be paid eight (8) hours pay for the holiday or he shall receive a day off for the holiday on another date that is mutually agreeable to the employee and the Employer.**

## ARTICLE XVIII

### INSURANCE BENEFITS

#### SECTION ONE: HOSPITALIZATION INSURANCE

(A) Upon acceptance of the employee's written application and enrollment by the carrier, the Board agrees to make monthly premium payment up to the amounts listed above for eligible employee and his/her family through the Board's approved hospital-medical program. The employees will be responsible for any increase over the specified monthly premium amounts, as well as any deductible or co-pay via payroll deduction. New employees shall have coverage effective upon completing the probationary period of ninety (90) days.

Effective July 1, 2006 through December 31, 2006, the Board's hospital/medical program shall be Blue Cross/Blue Shield Community Blue I PPO with five dollar (\$5.00)/ten dollar (\$10.00) self-funded prescription drug co-pay, including a dispensed as written penalty and a mandatory mail in after three (3) refills clause. The Board's monthly premium payment for each eligible employee shall be one hundred percent (100%) of the 2006-2007 cost. Prior to December 31, 2006, the Board and the unit will meet to review the self-fund prescription drug co-pay plan, if the Board finds that the plan is no longer financially feasible the unit will be switched to a ten dollar (\$10.00)/forty dollar (\$40.00) drug plan with the Board setting up an account for each individual placing one hundred dollars (\$100.00) for single subscribers and two hundred dollars (\$200.00) for two person and full family subscribers to help offset the increased cost.

~~A reopener will be placed in the contract for health care in 2007-2008 and 2008-2009.~~

The Employer shall continue to pay the hospital-medical benefit premium as listed, up to a period of three (3) months, for an employee who has exhausted all of their sick leave benefits and has been granted sick leave of absence.

(B) In lieu of hospital-medical benefit, the Employer shall provide a monthly cash option of one hundred fifty dollars (\$150.00) per month. The Employer has adopted a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

The employee may apply the cash payment received to a Board-approved tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member must enter into a salary reduction agreement. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.

(C) **TERM LIFE INSURANCE**

The Employer will pay the full premium for ten thousand dollars (\$10,000.00) term life insurance, for all employees covered by this Agreement.

(D) **DENTAL INSURANCE**

The Employer shall provide a fully paid family dental care plan for the employees covered by the terms of this Agreement. The dental plan benefits shall be payable subject to the terms of the insurance carrier according to the following guidelines:

\$1,100.00 annual maximum  
75% Preventative  
75% Restorative  
75% Dentures and Bridges

(E) **LONG TERM DISABILITY INSURANCE**

The Employer will pay the full premium for a long term disability insurance policy for the employees covered by the terms of this Agreement. Benefits are to begin upon the sixtieth (60th) calendar day of disability at seventy percent (70%) of monthly earnings until the end of the school year in which the disability was incurred (June 30th) up to a maximum of twelve (12) months/sixty percent (60%) of monthly earnings thereafter. Benefits shall be integrated with any benefit entitlements from Social Security and/or Worker's Compensation and/or the Michigan Public School Employee's Retirement Fund and are payable subject to the terms of the insurance carrier.

(F) **VISION INSURANCE**

The Board shall provide a Vision Plan at no cost to the employees covered by the terms of this Agreement. Benefits shall be comparable to the SET-SEG Plan II.

**ARTICLE XIX**

**BENEFITS**

It is agreed between the parties that employees who are covered by this Agreement and work less than the established hours in his classification 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. Employees hired after July 1, 2006, working less than thirty (30) hours per week, are not eligible for hospital-medical benefits.

## ARTICLE XX

### VACATIONS

(A) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; after two (2) years, two (2) weeks; after five (5) years, three (3) weeks; after fourteen (14) years, four (4) weeks vacation with pay. Vacation time may not be carried over to the following year except with the approval of the administration.

(B) To be eligible for a vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours.

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

(D) If an employee is required to work during a vacation period, he may elect to receive straight time pay for the hours worked in addition to his vacation pay or may schedule an equal amount of time off at a later date.

(E) Ten (10) days vacation may be taken during the school year, provided substitutes or fill-ins are available. No more than one (1) per building or two (2) per district can be gone at any one time. The district will not be required to use bargaining unit members to replace vacationing employees.

## ARTICLE XXI

### WORKER'S COMPENSATION

Any employee who is absent from work because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and their regular salary, to the extent and until such time as such employee shall have used up any so called "personal or sick pay" provided it is understood that "sick pay" will be pro-rated (i.e. the employee shall be charged with only the fraction of days sick leave necessary to make up the difference between the Worker's Compensation payment and his regular salary for each day of absence.)

## ARTICLE XXII

### JURY DUTY

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



## **ARTICLE XXIII**

### **CLASSIFICATION AND COMPENSATION**

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

## **ARTICLE XXIV**

### **BINDING EFFECTIVE AGREEMENT**

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

## **ARTICLE XXV**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

#### **SECTION ONE**

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

#### **SECTION TWO**

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 THREE**

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements 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.

#### **SECTION FOUR**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**SECTION FIVE**

The Union further agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, work stoppage, slow down or blue flu, as defined by Section One of the Public Employment Relations Act.

**ARTICLE XXVI**

**TERMINATION AND MODIFICATION**

**SECTION ONE**

This Agreement shall continue in full force and effect until **June 30, 2009**.

**SECTION TWO**

If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give notice of termination or withdraws the same prior to the termination date. This Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

**SECTION THREE**

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

**SECTION FOUR**

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, The International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit Michigan 48219; and if to the Employer, addressed to the Ithaca Public Schools, 710 North Union, Ithaca, Michigan 48847; or to any other such address the Union or the Employer may make available to each other.

**SECTION FIVE**

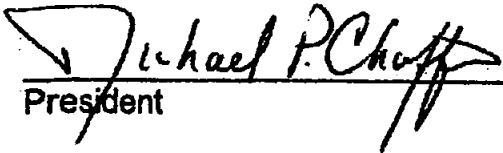
The effective date of this Agreement is **July 1, 2006**, or as of the date it is ratified by both parties, whichever is later.



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

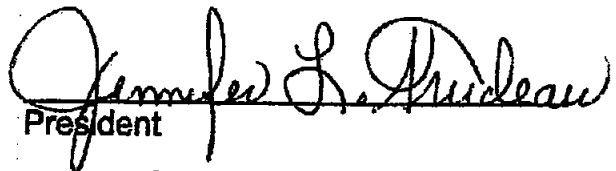
**ITHACA PUBLIC SCHOOLS**

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

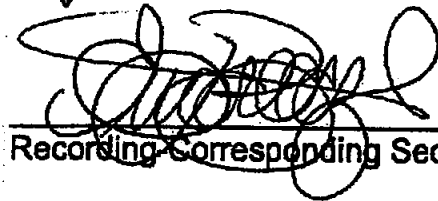
  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

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

\_\_\_\_\_  
Chief Steward

## SCHEDULE A

### SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>7/01/06*</u>	<u>7/01/07*</u>	<u>7/01/08*</u>
MAINTENANCE	\$13.28	\$13.41	\$13.54
CUSTODIAN	\$12.70	\$12.83	\$12.96

\* Employees will receive either the above-expressed rate, or the percentage increase received by the teachers, whichever is greater.

NOTE: The probationary rate of pay shall be thirty cents (\$.30) less than the base rate of pay.

(A) The Employer shall pay the cost of any required physical examination the Employer may require of an employee except pre-employment examinations and verification of illness for sick leave benefits.

(B) Whenever the Employer requires an employee to obtain a physical examination, the examination shall be obtained from the school designated doctor.

### LONGEVITY SERVICE AWARD

An annual longevity service award shall be paid to qualified employees in the first pay in December in accordance with the following schedule:

5 - 9 Years	\$150.00
10 - 14 Years	\$250.00
15 - 19 Years	\$350.00
20 - 24 Years	\$450.00
25 - 29 Years	\$550.00
30 - 34 Years	\$650.00
35 - 39 Years	\$750.00

NOTE: Longevity is based on the employee's years of service from his/her date of hire as of December 1st of each calendar year.

EXAMPLES: Hired 9/27/93, then as of 12/01/03 employee has 10 years - \$250.00  
Hired 1/16/89, then as of 12/01/03 employee has 14 years - \$250.00

## APPENDIX A

### JOB DESCRIPTION

#### CUSTODIAN

**Duties Statement:** The Custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds. Typical examples of work performed: The Custodian carries out routine tasks of daily cleaning which includes sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, paper and trash disposal, dusting and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers and chalkcracks, heating units, ledges, shelves and sills, cleaning and sanitizing of rest rooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeteria and other areas in proper condition for use. The Custodian performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment, in buildings or on the grounds, performing periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment, painting and refinishing, constructing and remodeling. The Custodian maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion and storm damage. The Custodian reports any matter of potential danger, misconduct and equipment malfunction, and renders assistance until help arrives in order to protect lives and property, sets good examples for young people using good judgment and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct, performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education. The Custodian shall carry out matters of preparing facilities for use at the school and community events on the premises, then returns the areas to proper conditions of regular use.

This description is intended to be illustrative and is not to be construed as a waiver of the Board's right to add to, amend or delete from this Job Description.

## APPENDIX B

### JOB DESCRIPTION

#### MAINTENANCE WORKER

Qualifications: High School diploma or equivalent. Minimum skills in basic machinery and equipment operations and repair, ability to work with plumbing, electrical, masonry, painting, carpentry and miscellaneous repairs.

Duties: General repair and maintenance of machinery and equipment, plumbing, electrical, masonry, painting, carpentry and miscellaneous duties as needed and as assigned. Custodial duties, including cleaning school buildings and facilities, operation of cleaning equipment, lawn mowing and snow plowing as needed and as assigned by the Supervisor of Buildings and Grounds, Superintendent of Schools or his designee.

Hours: Eight (8) hours per day, five (5) days per week (Monday-Friday). Schedule currently 7:00 a.m.-3:30 p.m. (with 1/2 hour lunch period) subject to adjustment as needed by supervisor(s).

This description is intended to be illustrative, and is not to be construed as a waiver of the Board's right to add to, amend or delete from this Job Description.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ITHACA PUBLIC SCHOOL BOARD OF EDUCATION**

**AND THE**

**OPERATING ENGINEERS LOCAL 547**

**Work Leader:**

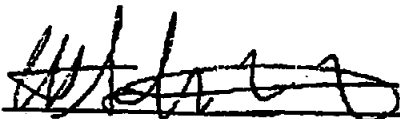
Performs regular custodial duties and provides communications and direction to the custodial staff. This position will be posted but is not subject to the seniority considerations of Article X, Paragraph A of the Master Agreement and will be filled at the discretion of the Board.

Additional \$.50 to regular rate.

This Letter Of Understanding is hereby incorporated into the Master Agreement and is entered into by and between the undersigned parties whose authorized representatives have affixed their signatures on the date indicated:

ITHACA PUBLIC SCHOOLS

IUOE LOCAL 547



7-27-06  
Date



7/27/06  
Date