

AGREEMENT

between

HARBOR BEACH COMMUNITY SCHOOLS

and

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

JULY 1, 2008 - JUNE 30, 2010

TABLE OF CONTENTS

ARTICLE I	1
PURPOSE	1
ARTICLE II	1
UNION RECOGNITION	1
ARTICLE III	1
UNION SECURITY	1
ARTICLE IV	3
EMPLOYEE RESPONSIBILITIES	3
ARTICLE V	4
MANAGEMENT RIGHTS	4
ARTICLE VI	4
VISITATION	4
ARTICLE VII	5
STEWARDS	5
ARTICLE VIII	5
SAFETY PRACTICES	5
ARTICLE IX	5
JURISDICTION	5
ARTICLE X	5
CONTRACTUAL WORK	5
ARTICLE XI	6
SENIORITY	6
ARTICLE XII	7
PROMOTIONAL PROCEDURE	7
ARTICLE XIII	8
NEW JOBS	8
<hr/>	
ARTICLE XIV	9
TEACHER AIDES	9

ARTICLE XV	9
LEAVES OF ABSENCE	9
ARTICLE XVI	10
GRIEVANCE PROCEDURE	10
STEP ONE	11
STEP TWO	11
STEP FOUR	11
STEP FIVE	12
ARTICLE XVII	14
HOURS AND WORK WEEK	14
Breaks	15
Call Back	15
Reporting Pay	15
Distribution of Overtime	15
Shift Differential	15
Paycheck Distribution	16
ARTICLE XVIII	16
SICK LEAVE AND FUNERAL LEAVE	16
Sick Leave	16
Funeral Leave	16
Personal Business Leave	17
ARTICLE XIX	17
HOLIDAYS	17
ARTICLE XX	18
VACATIONS	18
ARTICLE XXI	18
HOSPITALIZATION	18
Long-Term Disability	19
ARTICLE XXII	21
GENERAL	21
Uniform Allowance	21
Tool Allowance	21
Pension	22
Deductions	22
Continuing Education	22
Physical Examinations	22
Mileage	22
Usage of School Facilities	22
School Closing	23

Mandatory Meetings	23
Strikes and Lockouts	23
Attendance Bonus Program Committee	23
ARTICLE XXIII	24
JURY DUTY	24
ARTICLE XXIV	24
CLASSIFICATION AND COMPENSATION	24
ARTICLE XXV	25
SCOPE, WAIVER AND ALTERATION OF AGREEMENT	25
ARTICLE XXVI	25
TERMINATION AND MODIFICATION	25
SCHEDULE A	28
HOURLY RATE	28
Banquet Serving	28
NCLB Qualified	29
Food Service Certification	29
MEMO OF UNDERSTANDING	30
LIBRARY-MEDIA CENTER PARA-PROFESSIONAL	30

ARTICLE I

PURPOSE

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

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

ARTICLE II

UNION RECOGNITION

(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 terms and conditions of employment.

(b) The term "employee" as used herein shall include all regularly scheduled full and part-time persons performing work in the following classifications: Lead Custodian/Maintenance, Custodian, Bus Mechanic, Lead Cook, Cook, Aide, and Clerk; excluding however, any temporary or substitute employees in any of these classifications, directors or supervisory personnel.

ARTICLE III

UNION SECURITY

(a) **Union Security**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, 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 of the Union; or shall, as a condition of employment, pay to the Union a monthly service fee at the legally permissible rate in lieu of membership.

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).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

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 shall indemnify and hold the Board harmless from any liability which might arise because of the improper deduction of money from an employee's pay made in accordance with this Article. It shall be the responsibility of the employee to obtain appropriate refund from the Union.

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.

The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security Number of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

(b) Check-Off

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security Numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

With respect to all sums deducted by the Board pursuant to this Article, the Board agrees promptly to disburse said sums directly to the Union.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local 547, International Union of Operating Engineers. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local 547 of the International Union of Operating Engineers, AFL-CIO.

The Union shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise 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 dues.

ARTICLE IV

EMPLOYEE RESPONSIBILITIES

(a) All employees shall fully, faithfully and properly perform the duties of their employment.

(b) It is the responsibility of every employee to inform the supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities.

(c) The Union will notify the Superintendent's office of any changes of Union Stewards within five (5) working days.

(d) It shall be the responsibility of any employee to attend any schooling required by the Employer.

(e) It shall be the responsibility of any employee to notify the Employer of any unlawful, dangerous, suspicious, or otherwise unusual activity which may impact the students, employees or visitors of the district.

ARTICLE V

MANAGEMENT RIGHTS

(a) Authority

The Board on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws, 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 employees, properties and facilities.
2. To hire all employees and subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

(b) Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in connection thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE VI

VISITATION

Upon request by the Union and the presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

The Union Representative shall notify the Superintendent or the employees' supervisor whenever he/she is on school premises.

ARTICLE VII

STEWARDS

(a) Employees may be represented by one (1) Chief Steward and three (3) designated Assistant Stewards, whose identity shall be made known to the Employer.

(b) The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangements shall not be unreasonably withheld. One (1) Steward, during his/her regularly scheduled working hours, without loss of time or pay, may attend negotiating meetings. This privilege shall not be abused.

ARTICLE VIII

SAFETY PRACTICES

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, State and Local regulations. Safety issues shall not be subject to the Grievance Procedure, however, the district shall strive to provide safe and sanitary working conditions for employees.

ARTICLE IX

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, experimentation, in cases of emergency, major projects - with the concurrence of the Union, or in cases where the necessary skills are not present in the regular workforce.

ARTICLE X

CONTRACTUAL WORK

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

ARTICLE XI

SENIORITY

(a) A newly hired employee, upon entry into the bargaining unit, shall be on a probationary status for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, the employee shall be entered in the seniority list of the Unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in the Articles of this Agreement. Probationary employees may be discharged, disciplined or laid off for any reason, except lawful Union activity, without recourse to the Grievance Procedure.

(c) Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (a) above.

(d) 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 who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee. Aides, clerks, and cooks shall not have the right to displace, or be displaced by employees in other classifications.

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

1. He resigns from a classification covered by this Agreement.
 2. He is discharged for cause and not reinstated through the Grievance Procedure.
 3. Upon normal retirement.
 4. Failure to return after a leave of absence.
 5. Three (3) consecutive days of absence without notifying the Employer with a good and sufficient reason.
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(f) The bargaining unit seniority which was accumulated as of the date the employee is assigned to a supervisory position shall be retained for one (1) year for an employee who accepts a supervisory position, outside the Bargaining Unit, dealing with classifications covered by this Agreement. The employee shall have the right for one (1) year to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position.

(g) In July of each year, a current seniority list shall be made available to each employee covered by this Agreement, with a copy to the Union. Such list shall contain date of hire, classification and classification seniority date. Upon request of the Union, a current seniority list will be provided by the Employer.

(h) Laid off employees shall be called first (1st) for substitute work, in the classification from which they were laid off.

(i) Any change in hours after August 15th shall be posted for the following school year.

ARTICLE XII

PROMOTIONAL PROCEDURE

(a) Notice of all vacancies within the bargaining unit which the Employer intends to fill, and newly created positions shall be posted on employee bulletin boards within five (5) days from the date of vacancy, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The Employer may take longer than five (5) days to post a position providing the Union is given notification of the delay. The seniority employee in the classification in which the vacancy exists making application shall be transferred within five (5) days to fill the vacancy or new position provided the senior employee has the necessary qualifications to perform the job. Newly created positions or vacancies are to be posted in the following manner: the place of work, the starting date, the rate of pay, the hours to be worked, and the classification.

Employees from all job classifications may make application for the vacated or new position. If no one from the same job classification as the posted position applies, the Superintendent may determine that an applicant meets the necessary job qualifications. If, in the opinion of the Superintendent, no applicant meets the necessary job qualifications, the position will be posted outside of the bargaining unit.

(b) An employee on an approved absence shall have the right to submit a written promotion request prior to the deadline for bids to be received. Said request shall be sent by certified mail or a receipt received if delivered to the personnel office. Said request shall be honored in accordance with the promotion procedure if a vacancy shall occur during said absence.

(c) Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.

(d) A vacancy created by the resignation or termination of an employee, or a newly created position may be filled by a temporary transfer. Temporary transfers shall be for a period of no longer than thirty (30) work days except in the event that both parties mutually agree to an extension of the thirty (30) work day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) work day time period, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XIII

NEW JOBS

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

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) work days following the date of written notification to the Union. During this thirty (30) work 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 (1st) began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted up to and through fact-finding according to the procedures of the Michigan Employment Relations Commission (MERC). 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 a part of this Agreement.

ARTICLE XIV

TEACHER AIDES

(a) Teacher Aides are required to exercise certain control measures in performance of their duties. To be effective, the employees will be given adequate support by the Board and the Administration in the discreet handling of student and disciplinary problems.

(b) Any assault upon an employee, in connection with the employee's duties, shall be promptly reported to the building principal or supervisor.

(c) If an employee is complained against or sued due to disciplinary action taken, that is considered reasonable by the Administration, the Board will provide legal counsel and render all necessary assistance to the employee in his defense.

(d) Time lost by an employee, due to court appearance or legal consultations in connection with an incident covered by this Article, which, in the opinion of the Administration is justifiable, shall not be charged against the employee.

(e) Reimbursement, up to one hundred dollars (\$100.00), will be made to employees for the loss, damage or destruction of clothing or personal property, not covered by insurance, while on duty in the school or on the school premises, as approved by the Administration.

(f) Written complaints directed toward an employee shall be promptly called to the employee's attention by the Administration.

ARTICLE XV

LEAVES OF ABSENCE

(a) The Employer shall grant a leave of absence to any Bargaining Unit member, pursuant to the Family and Medical Leave Act (FMLA), the eligibility requirements as contained therein and in accordance with Board policy.

(b) Additional leave, for family illness as described above, may be continued for a maximum of one (1) year, upon Board approval.

(c) Upon Board approval, leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.

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

(f) Any employee in the Bargaining Unit elected or appointed to a full-time position or office in the Union, whose duties require his absence from work, may be granted a leave of absence.

(g) **General Provisions**

All requests for leaves of absence shall be put in writing to the Employer at least thirty (30) days prior to the starting date of the leave, except in the case of an emergency, stating the reason for the request and the approximate length of the leave. The Employer will provide the Union with a copy of the approved request.

All leaves as described above will be without pay and benefits, except as required by law or otherwise covered by this Agreement. Employees may elect to pay the full cost of any insurance benefits they wish to continue during the leave, as permitted by the carrier.

No leave shall extend beyond a one (1) year maximum, except as required by law.

An employee granted a leave of absence without pay shall accumulate seniority up to a maximum of six (6) months during the leave, and shall be entitled to resume regular seniority status and job recall rights upon his return.

Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

ARTICLE XVI

GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misapplication, interpretation or administration of a specific Article or Section of the Agreement.

STEP ONE

(a) Any individual employee having a grievance shall take the matter up orally with the immediate supervisor within five (5) working days of the alleged incident and may reach a settlement of the grievance as long as the settlement is not inconsistent with the terms of this Agreement.

(b) In the event the grievance is not settled 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 forms. 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.

(c) A grievance that arises from the action of the Superintendent or Board, or involves more than one (1) school, shall be processed directly to Step Two (2) of the Grievance Procedure.

STEP TWO

If a satisfactory settlement is not reached at Step One (1), the Union shall file the written grievance with the Superintendent within five (5) working days of the action being grieved or the supervisor's disposal of the grievance at Step One (1).

The Superintendent shall meet with the grievant, Steward and the Business Representative of the Union to discuss the grievance at a time mutually agreeable to them, but in no event later than fifteen (15) working days upon receipt of appeal. The Superintendent shall answer the grievance in writing to the Business Representative within ten (10) working days after said meeting.

STEP THREE

In the event that the grievance is not satisfactorily resolved at Step Two (2), the grievance will be submitted to the Michigan Employment Relations Commission (MERC) for mediation. Procedures will be subject to MERC rules, regulations and timelines.

STEP FOUR

In the event the grievance is not satisfactorily resolved by mediation, the written grievance shall be submitted to the Secretary of the Board of Education, within ten (10) working days after mediation. The Board or its designee shall provide a hearing upon request and answer said grievance in writing within thirty (30) days after it has been received.

STEP FIVE

(a) In cases where it is impossible to effect the settlement of a grievance pertaining to the meaning or application of the provisions of this Agreement, either the Board or the Union may invoke arbitration of the issue in accordance with the following procedure:

Notify the other party within thirty (30) days of receipt of the disposition in Step Three (3) of intent to submit issue to arbitration. Following such notification, the parties shall attempt to select an arbitrator to arbitrate the disputed issue.

(b) In the event the Board and the Union have not selected an arbitrator within ten (10) working days of the date of notification of intent to arbitrate or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. Regardless of how selected, the arbitrator will conduct the arbitration in accordance with the rules, regulations and procedures of the American Arbitration Association.

(c) The time limits specified in the Grievance Procedure shall be binding unless an extension of such limits is mutually agreed upon. It is understood that Saturdays, Sundays and holidays are excluded in the determination of the time limits specified in this Article. If the grievance is not processed in a timely manner, it shall be deemed resolved on the basis of the Board's last answer.

(d) The Board of Education and the Union shall not be permitted to introduce any new evidence after the grievance has proceeded through Step Three (3).

(e) It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (2) He shall have no power to establish salary scales or change any salary schedule.

- (3) He shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board, providing that any such practice, policy, rule or any action taken by the Board is reasonable. His powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he shall not imply obligations and conditions in conflict with this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- (4) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall determine the arbitrability of the grievance. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.

(f) There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Board. The Union and the Board shall not encourage any of their members or their agents, in any appeal to any court or labor board from a decision of an arbitrator.

(g) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other.

(h) The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

(i) All claims for back wages shall be limited to the amount of the wages that the employee would otherwise have earned, less any compensation that he or she earned as a replacement for his/her work. No decision in any one (1) case shall require a retroactive wage adjustment in any other case.

(j) An employee shall at all times be entitled to have present a Representative of the Union prior to being disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such a Representative of the Union is present. This does not prevent a supervisor from discussing an employee's evaluation and making constructive criticism in an informal meeting without the Union's Representative.

(k) Any adverse disciplinary action not deemed as being justified by the employee, shall be subject to the Grievance Procedure.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours, within five (5) consecutive days (120 hours).

(b) The normal work day shall be eight (8) consecutive hours. Cooks, clerks, and aides shall maintain their current hours. The normal work week shall be five (5) consecutive days.

(c) Lunch periods for all employees working a full eight (8) hours shift shall be established by the immediate supervisor in accordance with the organized pattern best suited to the particular building and/or department. Each employee will have a lunch period scheduled close to the middle of the work shift. The lunch period shall be of thirty (30) minutes and shall not be considered for purposes of pay.

Section 2.

Overtime and Premium Pay rates will be paid as follows:

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

During summer months, when school is not in session, the Superintendent may assign school custodial and maintenance employees to work four (4) days per week, ten (10) hours per day. During this period, the Union will waive the first (1st) two (2) hours of overtime worked over eight (8) hours in a day.

(b) No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any hours worked.

(c) All time paid under this Contract for sick leave, holidays, vacation, jury duty and funeral leave shall be counted as time worked for the purpose of computing overtime.

Section 3. Breaks

Employees are to have two (2) fifteen (15) minute breaks each day. One (1) break must be scheduled before lunch and one (1) after lunch. Employees working four (4) hours or less shall have one (1) fifteen (15) minute break.

Section 4. Call Back

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

Section 5. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive a minimum of two (2) hours pay, or if the employee is regularly scheduled to work less than two (2) hours per day, that employee shall receive their regular daily rate of pay.

Section 6. Distribution of Overtime

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 to perform such work. If requested to work overtime, an employee will normally do so unless excused by the Employer. The Employer will endeavor to give employees advance notice of overtime assignment.

Section 7. Shift Differential

Employees will receive a shift differential of thirty cents (\$.30) per hour for those hours worked between 2:00 p.m. and 7:00 a.m. when work is scheduled to commence between 2:00 p.m. and midnight, Monday through Friday.

A shift differential of thirty cents per hour will be paid for hours worked on Saturdays and Sundays.

If there are any shifts created that have a starting time between noon and 2:00 p.m., and is six (6) or more hours in duration, the parties agree to negotiate regarding shift differential.

Section 8. Paycheck Distribution

Unless an employee has made other arrangements, pay checks will be distributed on Fridays. Employees who work the afternoon shift shall receive their pay check during working hours on Thursdays whenever possible.

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement will earn sick leave at the rate of one (1) day per month worked, with a maximum accumulation of one hundred (100) days (i.e., ten [10] month employees earn ten [10] sick days).

One (1) day is equal to the employee's regularly scheduled work day (i.e., four [4] hour work day = four [4] hours sick leave per month). Overtime and other additional hours will not impact sick leave accumulations.

(b) Sick leave can be used in half (1/2) day increments.

(c) Sick leave shall be granted for medical, dental or optical appointments which cannot be scheduled outside the regular work day, or for personal sickness or injury which does not meet the requirements of the Family and Medical Leave Act.

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

Section 2. Funeral Leave

(a) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of five (5) days. In the case of death of the employee's grandparent or spouse's grandparent, the employee will be excused from work without loss of pay for two (2) days to attend the funeral.

Definition of employee's immediate family is: fathers, mothers, spouse, sisters, brothers, individual's children, father-in-law, mother-in-law, and persons who stand in stead of immediate family.

(b) In the case of the death of a member of the employee's family not covered in Section Two (2)(a), the employee will be excused from work without loss of pay for one (1) day to attend the funeral.

Section 3. Personal Business Leave

Two (2) days will be allowed for the purpose of conducting business which is impossible to transact during non-working hours. It will not involve other business interests, nor will it be used for shopping, recreation, etc. Employees desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence, except in cases of emergency. In such cases, the employee will apply as soon as possible. This form must be filed with the building or immediate supervisor. Leave shall not be granted for the first (1st) or last day of the school year, nor the first (1st) working days preceding or following a vacation period or holidays. A sick day may be used as an additional business day when warranted in the opinion of the Superintendent. Unused business days will be added to accumulated sick days.

ARTICLE XIX

HOLIDAYS

(a) Employees will be granted the following days with pay:

- | | |
|---------------------------|--------------------------------------|
| New Year's Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| President's Day* | Friday following Thanksgiving |
| Good Friday | Christmas Eve |
| Memorial Day | Christmas Day |
| July Fourth | Day after Christmas |

* For all school-term employees who do not work summers.

(b) Employees required to work on any of the above named holidays shall receive double-time (2X) for all hours worked.

(c) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or he shall receive pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.

(d) In order to be eligible for holiday pay, the employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday. ~~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.~~

ARTICLE XX

VACATIONS

(a) All full-time, twelve (12) month employees will be eligible for vacation leave as described below. No other Bargaining Unit employees are eligible for vacation leave.

(b) Each employee is granted two (2) weeks vacation per year. One (1) additional vacation day (eight [8] hours = one [1] day) may be earned, up to a total of five (5) additional days. For employees hired after July 1, 2000, one (1) additional vacation day will be earned for each two (2) years of service, up to a total of five (5) additional days. All employees who are scheduled to work at least two hundred five (205) days, eight (8) hours per day, shall be eligible for one (1) week's (five [5] days) paid vacation.

(c) Vacation is non-cumulative and must be used in the year earned. Vacation can be used in half (1/2) day increments. Vacation requests must be requested one (1) week in advance and approval is subject to district needs and the Superintendent's approval.

(d) Employees terminating employment or on a leave of absence shall receive pro-rated vacation.

ARTICLE XXI

HOSPITALIZATION

(a) After proper application by the Employer and acceptance by the health insurance carrier, Blue Cross Blue Shield of Michigan (BCBSM), the Board shall provide full payment of single, two person and family premium towards the Flexible Blue 2 - 100% Prescription Drug Plan or comparable. The Flexible Blue 2 Plan includes a one thousand two hundred fifty dollar (\$1,250.00) single, and two thousand five hundred dollar (\$2,500.00) two person and family calendar year deductible. The district HRA will cover reasonable and customary expenses from the aforementioned deductible in accordance with the appropriate IRS approved medical expenditures.

The plan shall include all appropriate riders DC, FBOCSM-24, FB-RM100, FBPC500M, CI, PCD2, PD-CM and XVA.

To be eligible for full health insurance premium payment, the employee must work at least forty (40) hours per week for fifty-two (52) weeks per year. Other employees' health insurance coverage may be prorated as outlined in the contract.

Employees enrolled in the Flexible II HRA plan shall have on deposit in the deductible account one thousand two hundred fifty dollars (\$1,250.00), or two thousand five hundred dollars (\$2,500.00) for two person and family. The employee shall be able to draw on this account for medical expenses up to the amount of the stop loss policy. Any unused portion of the deductible remaining at the end of the calendar year is retained by the district. If the deductible should increase because of IRS mandates, the district will deposit the full amount for the duration of this contract.

The HRA Flexible Blue 2 - one hundred percent (100%) Prescription Drug plan will be administered by a third party administrator selected by the Board.

The Board shall cover all qualified deductible expenditures for approved medical expenses as defined in the IRS Code.

The Financial Institution receiving the deductible account shall be determined by the Board if such depository is required by the third party administrator. The Board will pay the HRA/debit card administrative fee for all employees.

The Harbor Beach Board of Education agrees to pay for the family continuation rider for eligible family members.

The above described plan is the same as that which is provided to other non-teaching personnel and changes consistent with the plan for other non-teaching personnel are permitted under this Article for those who are enrolled in health insurance under the provisions of the Collective Bargaining Agreement.

(b) Long-Term Disability

For all members of the Bargaining Unit, the Board will pay the full monthly premium for a Long-Term Disability Policy with a three (3) month qualifying period with a guarantee of the percentage of the monthly salary specified in the current policy to a maximum of one thousand dollars (\$1,000.00) per month. Benefits shall be paid to these members, who as of the effective date of this Contract, have accumulated seventy-four (74) days or less at the above rate. Those members who as of the effective date of this Contract have an accumulated sick leave of seventy-five (75) to ninety (90) days, may, beginning with the seventy-fifth (75th) day, take payment based on the current LTD policy and retain any accumulated sick leave between the seventy-fifth (75th) and ninetieth (90th) day. Benefit payments shall continue to age sixty-five (65) or until termination of disability - whichever occurs first (1st).

~~(c) The Board of Education will pay the premium cost of a thirty-five thousand dollar (\$35,000.00) Term Life Insurance Policy with accidental death and dismemberment rider for each full-time employee employed by the school district. Employees working less than full-time shall receive ten thousand dollars (\$10,000) in term life with accidental death and dismemberment.~~

(d) Full-time employees not electing health insurance coverage through the school shall apply up to the amount of the [BCBSM Flexible Blue 2] single subscriber premium toward the Fixed Option Programs (with the exception of automobile insurance) in each year of this Agreement. Any remaining dollars shall be applied on an individual basis to purchase any of the Variable Options or may be contributed toward similar programs for which payroll deductions were made as of July 1, 1980.

(e) (1) The Board will provide, without cost, to full-time employees, a 80/80/80 Delta Dental plan, with a one thousand one hundred dollar (\$1,100) lifetime orthodontic maximum, for all members of the bargaining unit and their eligible dependents.

(2) The Board will pay the premium for the VSP1 Vision Program for all full-time bargaining unit members and their eligible dependents.

(f) For all school-term employees (cooks and aides) who are eligible (i.e., spouse does not have dental and/or vision coverage) for dental and/or vision under the current terms of this Agreement, and who were hired prior to July 1, 2000, the Board agrees to:

(1) Contribute an amount of money on an annual basis not to exceed four thousand dollars (\$4,000.00). This contribution is to be used for the sole purpose of purchasing dental and/or vision insurance.

(2) This money is to be evenly distributed among eligible employees for the dental and/or vision premiums as outlined in this Agreement.

(3) It is understood that any additional revenue that will be needed to purchase the dental and/or vision premiums will be paid by the employee choosing the dental and/or vision coverage.

(4) The window period to choose this coverage will be annually from August 25th to September 5th. For the purpose of this section only, each year will start and end on September 5th.

(g) All insurance coverages provided under this Article shall, in all respects, become effective only upon yearly submission of written application by the bargaining unit member and acceptance by the insurance carrier.

(h) It is expressly understood that the Board is only responsible for providing premiums toward insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

(i) Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carriers on the first (1st) day of the month following the completion of the probationary period.

(j) To be eligible for the above coverage (or increase in coverage) employees must be able to perform the "at work requirements" with this Employer before benefits are effective.

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

(l) In the event that a full-time year-round employee is disabled through an injury or illness covered by Workers' Compensation, sick leave shall not be reduced and all fringe benefits shall continue for the duration of the individual's contract. All Workers' Compensation coverage shall be subject to offset by any wage continuation protection provided by long-term disability coverage so that the employee does not receive more than his/her regular wages.

ARTICLE XXII

GENERAL

Section 1. Uniform Allowance

Upon completion of probation, each maintenance, custodian, and cook shall annually receive one hundred fifty dollars (\$150.00) for uniform replacement. Reimbursement shall be made upon submission of receipts, following approved Board policy.

The district shall provide, for use in the elementary building, snowmobile suits, or other appropriate clothing, to be used as needed by teacher aides.

In lieu of annual uniform allowance, weekly scheduled uniform cleaning service will be provided to the bus mechanic. This service will be contracted by the district.

Section 2. Tool Allowance

~~The Board will replace employees' broken tools upon submission of same to the Superintendent.~~

Section 3. Pension

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

Section 4. Deductions

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

Section 5. Continuing Education

The Board agrees to pay the full expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.

Section 6. Physical Examinations

The Board agrees to pay all costs not covered by health insurance of any physical examinations by the Board's selected physician which are required by the Board for any employee who is covered by this Agreement.

Section 7. Mileage

An employee who is required by the Board to use his/her own transportation for carrying out job responsibilities for the Board shall be reimbursed for mileage at the regular rate and procedure as established by Board policy.

Section 8. Usage of School Facilities

The Union and its members shall have the right to use the building facilities at such hours that do not interfere with the regular school programs or any other activities that had been previously scheduled, providing building use is scheduled with District Office. This must be scheduled with the Superintendent.

Section 9. School Closing

In the event school is closed because of inclement weather, employees will receive pay for all hours they are required to work. Employees who do not work when schools are closed due to inclement weather may use sick days or vacation days (where qualified) upon request. Employees who do not work when schools are closed due to teacher conferences, in-services, professional development days, record days, etc., shall be allowed to work those days upon agreement with their supervisors.

Section 10. Mandatory Meetings

Employees required to attend meetings shall be paid their normal rate of pay or the appropriate overtime rate.

Section 11. Strikes and Lockouts

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees not to honor, encourage or promote the actions of strikes, work stoppage or other refusals to perform work by employees covered by this Agreement.

Section 12. Attendance Bonus Program Committee

An employee who has accumulated the maximum one hundred (100) days in their individual sick leave bank shall be compensated at a rate of twenty dollars (\$20.00) per day for any days granted in that current year, but not used. The maximum allowable payment will be two hundred forty dollars (\$240.00); payment will be made no later than June 30th of a given year.

Section 13. Extra Work

Extra work may be made available to all Bargaining Unit members before outside persons are considered.

Section 14. Evaluation

In order to strive to achieve optimal performance by all unit members, the parties agree to an objective and comprehensive process for evaluation. Each bargaining unit member will be evaluated by an administrative officer at least once every two (2) years. The evaluation shall be an assessment of the quality of the work performed by said bargaining unit member, and shall serve as a measure to determine whether or not performance is satisfactory. The administrative officer will identify those areas in need of improvement and will, with the employee, develop strategies to address those areas in order to improve the effectiveness of the unit member in the job classification he/she is assigned. Failure to demonstrate improvement could lead to disciplinary action, up to and including discharge. The instrument used in said evaluation shall be designed to address the job functions of the bargaining unit member and shall be reviewed with the bargaining unit member prior to the formal evaluation. The Union shall meet with administrative staff to assist in the development of appropriate evaluation instruments prior to September 15, 2004.

ARTICLE XXIII

JURY DUTY

A seniority employee who is summoned and reports for jury duty will be paid the difference between his regular, straight-time wage, computed on a daily basis, and the daily jury duty fee paid by the court for each hour during which he otherwise would have been scheduled to work, provided that the employee seeks to get excused. In order to receive payment under this Article, the employee must pay over to the school all fees paid by the court, except the mileage fee, and the employee must give the school prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Article are not applicable to any employees who, without being summoned, volunteer for jury duty.

ARTICLE XXIV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Schedule A.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any 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 negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XXVI

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until **June 30, 2010**.

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

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

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219 and if to the Employer, addressed to Harbor Beach Community Schools, 402 South Fifth Street, Harbor Beach, Michigan 48441, or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is **July 1, 2008**.

SCHEDULE A

HOURLY RATE

<u>EFFECTIVE</u>	<u>7/01/08*</u>	<u>7/01/09</u>
Lead Custodial/Maintenance	\$17.06	\$17.23
Bus Mechanic	\$16.89	\$17.06
Assistant Lead Custodian	\$14.00	\$14.14
Custodian	\$12.80	\$13.06
Lead Cook	\$12.17	\$12.41
Cook	\$9.53	\$9.63
Aide	\$9.53	\$9.63
Clerk	\$9.53	\$9.63
Aide (NCLB Qualified)	\$9.79	\$9.89
Aide (NCLB Qualified with Associates Degree)	\$10.77	\$10.88
Aide (NCLB Qualified with Masters Degree)	\$11.85	\$11.97
Library-Media Center Para-Professional	\$11.85	\$11.97

* In addition to the scheduled rate, an additional one percent (1%) will be calculated "off-schedule" and included with regular pay.

For the first (1st) ninety (90) calendar days of employment, the rate of pay shall be fifty cents (\$.50) below the listed classification rate of pay.

Banquet Serving

Banquet preparation and serving shall be rotated among all cooks. Employees serving on banquets for non-school affiliated groups will be paid time and one-half (1-1/2) at their regular hourly rate of pay for all hours worked.

NCLB Qualified

Any bargaining unit member who meets the criteria established by NCLB shall receive a one-time twenty-five cents (\$.25) an hour adjustment for achieving this benchmark. Following the one-time adjustment, the agreed to contractual increases shall be implemented as ratified. This applies only to those who have qualified by successfully completing the written examination.

Food Service Certification

Those food service employees who obtain and maintain Serve-Safe Certification or other appropriate certification as determined by the Board or designee, and present satisfactory completion verification, will receive a one hundred dollar (\$100.00) stipend. Should the State of Michigan modify, change or alter any existing sanitation requirements or nutritional management standards for food service personnel, a committee of appropriate food service employees shall meet with representatives of the Board to discuss the necessary strategies to achieve compliance. This process shall be separate from the above defined Serve-Safe Certification, and no additional compensation shall be awarded should state standards require additional training or professional development.

MEMO OF UNDERSTANDING

LIBRARY-MEDIA CENTER PARA-PROFESSIONAL

AUGUST 5, 2004

Bachelors' Degree in Library Science or media operations, or have the ability to meet appropriate highly qualified criteria in accordance with NCLB.


Duties:

1. Assists library/media director in the general operations of the library/media center.
2. Performs duties as assigned by the director relating to organization and administration of the library media center.
3. Assists students with reference and electronic research techniques in order for them to more effectively utilize the resources of the library/media center.
4. Assists faculty members with utilization procedures and techniques relating to library/media functions.
5. Assists the director in providing orientation programs for various classes and groups on the resources of the library/media center.
6. Performs other supportive duties at the direction of the library/media center director.

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

**HARBOR BEACH COMMUNITY
SCHOOL DISTRICT**

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




President, Board of Education



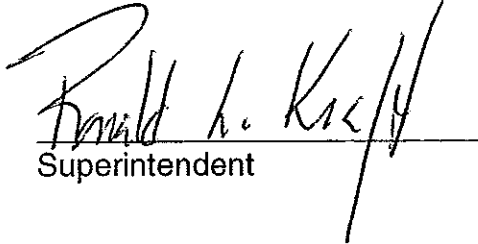
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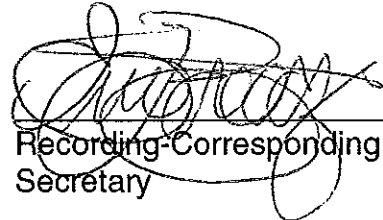
Secretary, Board of Education



President



Superintendent



Recording-Corresponding
Secretary