

**AGREEMENT**

**between**

**TECUMSEH PUBLIC SCHOOLS**

**hereinafter referred to as the "Board"**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547, 547A, 547B, 547C, and 547H**

**hereinafter referred to as the "Union"**

**Effective Date:  
July 1, 2004 - June 30, 2008**

46140

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**Tecumseh Public Schools**  
**IUOE Wage Schedules**

2.00%      0.00%    To be neg.    To be neg.  
2004/2005    2005/2006    2006/2007    2007/2008

**FOR ALL EMPLOYEES HIRED ON OR BEFORE JUNE 30, 1996**

Maintenance Engineer	\$19.80	\$19.80
Lead Maintenance	\$18.43	\$18.43
Lead Grounds	\$18.43	\$18.43
Grounds Maintenance	\$17.29	\$17.29
High School Building Engineer	\$18.43	\$18.43
Middle School Building Engineer	\$17.71	\$17.71
Elementary/Pool Building Engineer	\$17.47	\$17.47
Custodian	\$17.18	\$17.18

**FOR ALL EMPLOYEES HIRED ON OR AFTER JULY 1, 1996**

Maintenance Engineer	\$17.65	\$17.65
Building Engineer		
High School	\$16.12	\$16.12
Middle School	\$15.81	\$15.81
Elementary	\$15.53	\$15.53
Pool	\$14.89	\$14.89
Lead Maintenance	\$16.12	\$16.12
Lead Grounds	\$16.12	\$16.12
Grounds Maintenance	\$14.89	\$14.89
Custodian	\$13.06	\$13.06

<b>LONGEVITY</b>	5 - 9	\$0.20	\$0.20
	10 - 14	\$0.35	\$0.35
	15 - 19	\$0.40	\$0.40
	20 ++	\$0.45	\$0.45

### Section 3.

If any Article or Section 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 Article or Section 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 Article or Section.

### **ARTICLE XXV: TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in full force and effect until June 30, 2008.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws 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) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement 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, International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48827, and if to the Board addressed to the Tecumseh Public Schools, 212 N. Ottawa Street, Tecumseh, Michigan 49286.
- (e) The effective date of this Agreement is July 1, 2004.

**Section 4. Tool Allowance:**

The Board of Education will pay half of/up to \$200.00 on tools purchased by maintenance personnel, provided approval is made by the Executive Director of Finance and Operations and the Facilities & Operations Manager before said tools are purchased.

**Section 5. Certification and Licensing Fees:**

The employer shall pay all fees for certification testing and licensees that it requests or requires of employees covered by this agreement.

**Section 6. Evaluation:**

The current Performance Incentive provisions are part of the pay schedule. All employees in the bargaining unit will be required to have an annual evaluation of his/her performance. The current Performance Incentive system, which is in place, will be used, however, there will be no financial consequences tied to the evaluation instrument.

**ARTICLE XXII: CLASSIFICATION AND COMPENSATION**

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

**ARTICLE XXIII: BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXIV: SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

**Section 1.**

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

**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.

exceptions to this provision may be reviewed by the Facilities & Operations Manager for approval.

### **ARTICLE XIX: JURY DUTY**

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

### **ARTICLE XX: BENEFITS ELIGIBILITY**

It is agreed between the parties that any employee who works less than the established hours in their classification and is covered by this Agreement 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 Board, with the exception of Insurance Benefits.

### **ARTICLE XXI: MISCELLANEOUS PROVISIONS**

#### **Section 1. Act of God Days**

In the event the school district is closed on a scheduled school session day due to severe weather or other emergency, the employees covered by this Agreement shall be granted one (1) day off with pay per school year. This shall be extended to two (2) days if the state police advise people to stay off the roads. If weather conditions prevent the employees from reporting on time or reporting at all, the employee may use vacation time or personal business time to be paid for the time missed.

#### **Section 2. Mileage Reimbursement**

In the event an employee is authorized to use their personal vehicle in the performance of their job duties, the employee shall be reimbursed at the current mileage rate in effect, for all miles driven.

#### **Section 3. Tuition Reimbursement**

The Board will reimburse the employee for the costs of training or education that meet the following conditions:

- 1) The training or education must be directly related to the employee's current position;
- 2) The employee must complete the course and provide evidence of completion and of the cost incurred.
- 3) The course must be approved in advance by the Superintendent or his/her designee.

Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the Employees shall be granted a day off with pay at a later date that is mutually agreeable to the employee and the Board.

**OPTION:** If the calendar permits, the Employer may require any or all employees to block together their five (5) paid Christmas and New Years Holidays and be required to take one of their vacation days in order to have the complete week off during the traditional Christmas/New Year recess. If an employer chooses to implement this option, the Employer must give a minimum five (5) working days' notice to the affected employees.

### **ARTICLE XVIII: VACATIONS**

(a) All employees covered by this Agreement who have completed the required amount of time with the Board shall receive the below amount of specified vacation time with pay each July 1st:

- One (1) year of service - Two (2) weeks – Ten (10) days
- Five (5) years of service - Three (3) weeks – Fifteen (15) days
- Ten (10) years of service - Four (4) weeks – Twenty (20) days
- Twenty (20) years of service – Five (5) weeks – Twenty-five (25) days

Employees hired on or after July 1, 1996, shall not be entitled to more than four (4) weeks of vacation regardless of years of service.

All employees must use one half (1/2) of their number of vacation days when buildings are closed to students.

- (b) To be eligible for a full vacation an employee must have worked eighty (80) percent of his/her regularly scheduled working hours. An employee who works less than eighty (80) percent of his/her regularly scheduled working hours shall receive pro rata vacation allowance based on the actual percentage of hours worked.
- (c) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/2 of the vacation pay for each month or major fraction between the employee's anniversary date and the employee's termination date.
- (d) Employees may schedule their allowable vacation time any time during the year, providing they give a minimum of one (1) week (five (5) working days) notice, except in the following circumstances:
  - i. When more than one employee is assigned to work the same shift within the same building, or specific department, no more than 50% of the employees will be granted requested time off from work on any given occasion when school is in session. When school is not in session, and the best interest of the District is not effected,

- (b) A Personal Business Day shall be defined to mean time necessary to conduct personal affairs which cannot be handled outside of normal working hours. Personal Business Days shall not be granted for the day preceding or the day following holidays observed by the school district, or personal vacation days. Approved Personal Business Days shall not be considered an absence for the purpose of evaluations.
- (c) Personal Business Days shall not be used for the following:
  1. For the purpose of financial gain (working for pay).
  2. Hunting.
  3. Recreational functions.
  4. Shopping.
- (d) Personal business days must be requested in writing to the Facilities & Operations Manager a minimum of three (3) days prior to the day requested. Except in case of bona fide emergency, there may be no more than four (4) employees off on personal business on any one day. Reasons for emergency requests for personal business must be documented. Abuse, misuse or misrepresentation of personal business leave shall constitute grounds for discipline up to and including discharge.
- (e) To encourage employees to work as often as possible, employees may request a flexible schedule from the supervisor to attend to personal business. Requests must be made three (3) days in advance and will be granted except when the needs of the district for employee's services cannot be re-scheduled. Flex time, the adjustment of the starting and ending time of the employee's shift, will be limited to two (2) hours.

**ARTICLE XVII: HOLIDAYS**

- (a) Each employee covered by this Agreement shall receive his normal days pay for the following holidays, even though no work is performed by the employee:
 

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving
Day Before Labor Day	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
	First working Day after Christmas
- (b) Employees required to work on any of the above named holidays, shall receive double time for hours worked in addition to the regular holiday pay.
- (c) If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive the normal days pay for the holiday. Employees off sick on a paid holiday, or the day before or day after, may be required to submit medical proof of illness to receive holiday pay.
- (d) When the scheduled holiday falls on a Saturday the Employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on Sunday the Employee shall receive the



event that an employee is on sick leave for more than three (3) consecutive working days, a physician's certification must accompany the absentee form and both provided to the Facilities & Operations Manager upon the first day the employee returns to work from said absence. The Board may also require written verification of illness from a physician for less than three (3) consecutive working days absenteeism when an employee's patterns and practice of sick leave use indicates a use of said sick leave that is not consistent with the intent of this Master Agreement. In such instances, the Union will be notified of the Board's intent as soon as practicable and an opportunity for discussion provided.

- (d) Upon retirement or voluntary separation from the Board after employment of three (3) years, the Employee shall be paid all of the unused, accumulated sick days at the rate of \$30.00 per day.
- (e) The board will pay each employee at the rate of \$30.00 per day for all accumulated days in excess of fifty-five (55) days, at the conclusion of each fiscal year.
- (f) Records of sick leave accumulated and taken shall be available to the Employee or the Union upon request.
- (g) The Board will pay a bonus of \$100.00 to each employee who does not use any sick days during a school year.

## **Section 2. Funeral Leave**

- (a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, not to be deducted from the employee's accumulated sick leave. The immediate family shall be construed to mean the following: Husband, Wife, Children, Stepchildren, Parents, Brother, Sister, Grandparents, Mother-in-Law, Father-in-Law, or Grandchildren. The employee shall be allowed one day funeral leave for family other than those listed. Documentation of need may be required by the Facilities & Operations Manager, Superintendent or his/her designee.
- (b) In the event of the death of an employee of the Board, funeral leave will be restricted to a representative number of employees within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Superintendent of Schools, or his/her designee, and the Chief Steward.

## **Section 3. Personal Business Days**

- (a) Each employee covered by this Agreement shall receive two (2) personal business days per year, which shall not be deducted from the employee's earned allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to his/her normal earned accumulated sick leave at the conclusion of the fiscal year.

- c) Delta Dental E-006 --- (80/80/75 - \$1,200 max.)
- d) Vision VSP-2
- e) Negotiated Life - \$30,000 AD&D
- 2) Plan B - For Employees Not Needing Health Insurance
  - a) LTD same as Plan A
  - b) Delta Dental --- Auto +008 (100:90/90/90 \$1,500 max.)
  - c) Vision VSP-3
  - d) Negotiated Life \$40,000 AD&D
  - f) \$100 per month stipend. (Can be used as cash, insurance or annuities).

### **Section 3. Worker's Compensation**

Employees who are on Worker's Compensation will have their insurance paid.

## **ARTICLE XVI: SICK LEAVE, FUNERAL LEAVE, PERSONAL BUSINESS**

### **Section 1. Sick Leave**

- (a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick bank at the rate of twelve (12) days per year with a limit of fifty-five (55) days. Upon completion of the probationary period, each employee will be given sick leave credit of one (1) day per month from date of hire. Sick leave time shall be awarded as of July 1 of each work year for employees who have completed probation. Employees are encouraged to schedule appointments outside of work time whenever possible. When such scheduling is not possible, sick time used for medical, dental, or optical appointments shall be limited to that time necessary for the appointment and travel to and from the provider's office. The employee shall notify the supervisor as soon as any appointment is made requiring missing work.
- (b) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attention of the employee or when through exposure to a contagious disease, in conjunction with a physician's written recommendation, the presence of the employee at his employment position would jeopardize the health of others. Whenever the Board has reason to believe that sick leave is being abused, the Board may require the employee to provide a doctor's statement confirming illness after three (3) days. The Board, at its expense, may also require an employee to be evaluated by a physician selected by the Board. Abuse and/or falsification of sick leave shall constitute sufficient grounds for termination of employment.
- (c) On the first day an employee returns to work from an absence due to illness, he/she is required to fill out and place in the internal school mail an absentee form for the Facilities & Operations Manager. In the

## **Section 7. Reporting For Duty or Calling In**

- (a) Each day shift employee covered by this Agreement must personally notify his/her supervisor, of his/her absence at least one (1) hour prior to the employee's scheduled starting time. If the supervisor is not available to answer the telephone, the employee may leave his/her message concerning his/her absence on an answering machine.
- (b) All 2<sup>nd</sup> and 3<sup>rd</sup> shift employees must personally notify his/her supervisor, except under extenuating circumstances, for all 2<sup>nd</sup> shift employees by no later than 1:30 p.m. and 3<sup>rd</sup> shift employees by no later than 4:00 p.m.
- (c) Failure on the part of any employee to report for duty, without proper notification will result in a deduction for the hours normally worked on that shift.

## **Section 8. Meetings/Training Sessions**

Central Administration may schedule up to three meetings/training sessions per year which shall be mandatory for all members even if said meetings require overtime. Notice shall be given at least two weeks in advance of such meetings.

## **ARTICLE XV: INSURANCE**

### **Section 1. Eligibility**

Probationary employees shall not be eligible for any insurance benefits offered by the Board until satisfactorily completing the required probationary period of employment as outlined in Article VIII (Seniority).

### **Section 2. Insurance**

The Board shall provide to employees covered by this Agreement, who work a minimum of seven (7) hours per day, the choice of 1) or 2) below for the employee and his/her entire family for the twelve month period of each contract year. The Board will pay 100% of the premium costs for employees electing choice 1) (Plan A).

- 1) Plan A - For Employees Needing Health Insurance
  - a) MESSA CHOICES II or equivalent (with XVA2) with \$5/\$10 prescription plan.
    - Employees will pay a co-payment for prescriptions as follows: \$5/\$10.
  - b) LTD Plan 2 -- 66 2/3  
90 calendar days modified fill  
\$7,500 maximum  
Social Security Freeze  
Alcoholism/Drug addiction and mental/nervousness (same as other illness)

excess of forty (40) hours in one work week, for which overtime has been authorized in advance by the Superintendent of Schools, or his/her designee, and noted on the time sheet.

- (b) Time and one-half (1 1/2) will be paid for all hours worked on Saturday, unless a part of an employees regular work week.
- (c) Double time will be paid for all time worked on Sunday, unless a part of the employees regular work week.
- (d) The overtime provisions in paragraphs B and C above would not apply in the event an employee requests and is granted a regular working day off, in exchange for working either Saturday or Sunday.
- (e) Compensatory time (comp time), in lieu of paid overtime, may be granted by the supervisor. The time for using comp time must be mutually agreed to by the employee and his/her supervisor. All comp time must be used during non-student days.

### **Section 3. 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 pay for the actual time worked at time and one-half (1 1/2) his regular rate or a minimum of three (3) hours pay at the employee's straight time hourly rate, whichever is higher.

### **Section 4. Reporting Back**

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive four (4) hours pay at the appropriate rate of pay, or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

### **Section 5. 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 to perform such work.

### **Section 6. Rest Periods**

All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their individual preference of the arbitrator, by the numbering of said arbitrators one (1) through seven (7). The American Arbitration Association upon receipt of the return lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the Arbitrator.

- (c) In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted listing as was submitted to the parties. In the event that only one (1) of the parties returns their listing to the American Arbitration Association within specified time period, as furnished to the parties by the American Arbitration Association, the American Arbitration Association shall then assign the arbitrator based on the highest preference of the party who did return their listing. In either of these instances, both of the parties shall accept that person as the Arbitrator.
- (d) Each party shall be responsible for 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.
- (f) The fees, expenses and filing fees of the Arbitrator shall be borne solely by the non-prevailing party.
- (g) The Arbitrator shall render his decision within thirty (30) calendar 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 Board and the Union.

#### **ARTICLE XIV: HOURS AND WORK WEEK**

##### **Section 1. Work Week and Day**

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning Monday with the employee's first shift and ending 120 hours thereafter.
- (b) The normal work day for a full-time employee shall be eight (8) consecutive hours, exclusive of a 30-minute unpaid lunch period.

##### **Section 2. Overtime Rates**

- (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

**Step One:**

- (a) Any employee having a grievance shall discuss the grievance with the Maintenance Supervisor, and then if the grievance is not settled orally the employee may request a meeting with the Chief Steward to discuss the grievance.
- (b) The Chief Steward then may submit the grievance in writing to the Maintenance Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

**Step Two:**

- (a) The Chief Steward shall meet with the Facilities & Operations Manager to discuss the grievance within five (5) working days of its written submission to the Facilities & Operations Manager.
- (b) The Facilities & Operations Manager shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

**Step Three:**

- (a) Any appeal of a decision rendered by the Facilities & Operations Manager shall be presented to the Superintendent of Schools, or his/her designee, within five (5) working days from the date of receipt of the decision of the Facilities & Operations Manager and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent, or his/her designee was not satisfactory.
- (b) The Superintendent, or his/her designee, shall give his decision in writing relative to the grievance within five (5) working days from the date of the meeting with the Business Representative of the Union.

**Step Four:**

- (a) In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent of Schools, or his/her designee, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent of Schools, or his/her designee, the grievance may be submitted to Arbitration. Written notice of the intent to process the grievance to Arbitration shall be served on the Superintendent of Schools, or his/her designee within the specified time limits as specified within the procedure to process the grievance to Arbitration.
- (b) The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The Representatives of the Board and the Unions shall return the listing of the seven (7) arbitrators to the designated mailing address of the American Arbitration Association within the specified time periods, as is furnished to the parties by the American Arbitration Association. Each party upon returning, the

during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (1) due to the birth of the employee's child in order to care for the child;
- (2) due to the placement of a child with the employee for adoption or foster care;
- (3) to care for the employee's spouse, child, or parent who has a serious health condition; or
- (4) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family Medical Leave Act shall apply to leaves in this section.

### **ARTICLE XIII: GRIEVANCE PROCEDURE**

#### **Definitions:**

- (a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- (b) The time elements in the steps may be shortened or extended upon written mutual agreement between the parties.
- (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 Three (3) of the Grievance with the Facilities & Operations Manager.
- (e) Any grievance that is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level. In the event that an answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- (f) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such claim, the grievance shall not thereafter be considered a grievance under this Agreement.

- (b) Leaves of absence without pay or fringe benefit shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents of the employee.
- (c) Leaves of absence without pay shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- (d) Maternity Leave: Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Board with a statement from her physician, stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Upon her return to work she will be required to furnish a medical statement from her physician to the Board indicating that she is physically able to return to work. To be assured of the same position the employee must return to work three (3) months after delivery unless a doctor's certificate is furnished to the Board establishing the fact that she is not able to return to work at that time.
- (e) The reinstatement rights of any employee who enters the military service 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 right.
- (f) Leaves of absence without pay 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 and obligations, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (g) Any employee in the bargaining unit who is either elected or appointed to a full term office or position in the Union, and whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.
- (h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of requested, with a copy of the request to be maintained by the Board, a copy furnished to the Employee and a copy sent to the Union.
- (i) An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay or fringe benefit, and the employee shall be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Employee and the Board.
- (j) Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave



## **ARTICLE XI: DISCIPLINE AND DISCHARGE**

- (a) When the Board feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date it is reasonable to assume that the Board became aware of the conditions giving rise to the discipline or within ten (10) working days of the completion of an investigation of the action/incident upon which the discipline is based, whichever is later.
- (b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.
- (c) Employees shall be subject to immediate dismissal, suspension and/or disciplinary action by the Board for any of the following reasons:
  - 1. Bringing intoxicants or narcotics into or consuming same on any school property, or reporting for duty under the influence of intoxicating beverages or narcotics.
  - 2. Dishonesty.
  - 3. Insubordination or willful violation of established rules by the Board.
  - 4. Conduct unbecoming an employee in the public service.
  - 5. Unauthorized or excessive and unexcused absences from work [eight (8) absences in a fiscal year], will be brought up for review by the Facility & Operations Manager to determine if disciplinary action is warranted, and if so, what action will be taken. An absence is defined as concurrent days off.
  - 6. Disorderly or immoral conduct.
  - 7. Willful neglect of duty.
  - 8. Negligence or willful damage to public property, or misuse of public equipment/or supplies.
  - 9. Deliberate falsification of records, including job applications and routine forms required and/or requested from Facility & Operations Manager.
- (d) All dismissals and suspensions shall be without pay or benefits, providing the Board is able to substantiate such disciplinary action.

## **ARTICLE XII: LEAVE OF ABSENCE**

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Board of the necessity therefore and provided further that the employee supplies the Board with a certification 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 Board.

4. The rate of pay.
5. The hours to be worked.
6. The classification

## **Section 2. Temporary Transfers**

- (a) An 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.
- (b) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar day time period. In the event that it is beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

## **ARTICLE X: NEW JOBS**

- (a) The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred.
- (b) If and/or when a new job is put into effect during the term of this Agreement, and it cannot be properly placed into an existing classification by mutual agreement of the parties, the Board shall place into effect a new classification and rate of pay for the job in question, and shall designate this new classification and rate of pay as temporary, and as an addendum to Schedule A. The Board shall notify the Union in writing of any such temporary job that has been placed into effect, upon institution of such job. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, 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 to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of this Agreement, under Schedule A.

## **ARTICLE IX: TRANSFER AND PROMOTIONAL PROCEDURE**

### **Section 1. Vacancies and Newly Created Positions**

- (a) Notice of all vacancies and newly created positions shall be furnished to each employee covered by this Agreement, by the Superintendent or his designee, within ten (10) days from the date of the vacancy, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. In lateral transfer situations, the senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications (the Board and Union agree to meet in a labor/management setting to determine job qualifications) to perform the duties of the job involved even if he/she has an unsatisfactory evaluation within the prior two (2) school years. However, should an employee with an unsatisfactory evaluation be granted a transfer or awarded a new position and again be evaluated as unsatisfactory, he/she shall be subject to disciplinary action. In promotional transfers, the senior most qualified employee making application shall be transferred to fill the vacancy or new position, provided, the employee has the necessary qualifications to perform the duties of the job involved. In the event the Administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting between representatives of the Union and Administration will be held in order to review the reasons and arrive at a decision. If the senior employee, who has bid for the open position, is not awarded the position, the Administration will notify such employee in writing as to the reason or reasons the employee was not placed in the open position. Employees, with an unsatisfactory evaluation in either of their previous two (2) work years, shall not be entitled to a promotion regardless of seniority status.
- (b) Each employee filing a vacancy or new position will be on probation for seven (7) calendar days, and may be extended an additional seven (7) days if by mutual consent and during that period their former position will be temporarily filled. A person placed in the new position will receive the pay of the new position according to the contract. The person has the right to return to their former position at anytime during the probationary period without penalty.
- (c) The Board shall also furnish to the Union Steward in writing the names of all the persons who made application for the open position, within five (5) working days from the date that the Board has awarded the vacancy.
- (d) Newly created positions or vacancies shall include the following information:
1. The type of work.
  2. The place of work.
  3. The starting date.

## **ARTICLE VII: SAFETY PRACTICES**

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

## **ARTICLE VIII: SENIORITY**

- (a) A newly hired employee shall be on a probationary status for twelve (12) weeks, taken from and including the first day of employment. If at any time prior to the completion of the twelve (12) week probationary period the employee's work performance is unsatisfactory to the Board, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first twelve (12) weeks of employment shall work additional days equal to the number of days absent and such employee shall not have completed their 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. Insured benefits (health, etc.) to be effective on successful completion of probation and not retroactive to date of hire.
- (c) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) An employee will lose their seniority for the following reasons:
  - 1. The employee resigns.
  - 2. The employee is discharged for cause.
- (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employer vacates the supervisory position, under creditable circumstances. Any person, after Mike Gilpin, who is in a supervisory position, will not maintain seniority in the bargaining unit.
- (f) An updated seniority list shall be furnished to each employee covered by this Agreement, with a copy sent to the Union, on or about July 1st of each year. Such list shall contain each employee's name, date of hire, classification, rate of pay, and job location.

- (2) To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  - (3) To determine work load, hours of employment, and the duties, responsibilities, and assignments of employees covered under the Agreement. 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 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 employment, if such changes do not conflict with the express terms of this Agreement.

#### **ARTICLE V: VISITATION**

After presentation of proper credentials, Officers or accredited representatives of the Union shall, upon request by the Union, 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 for assisting in the adjusting of grievances, provided that said observation should not be in areas which would be detrimental to the management and function of school and its students.

#### **ARTICLE VI: STEWARDS**

- (a) The employees shall be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employer and the Union, and whose names shall be made known to the Board in writing.
- (b) Reasonable arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend negotiating meetings after making arrangements with the Superintendent of their Schools.
- (c) During their term of Office, the Chief and Alternate Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

- (f) The Board agrees that, upon hiring any new employees who are covered by this Agreement, the Board shall send a letter advising the Union of the name, date of hiring and the Social Security number of the new employee.
- (g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.
- (h) The Union assumes full responsibility for validity and legality of such deductions as made by the Board pursuant to this Article, and said Union further agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that might arise out of the compliance and/or enforcement of this article.

### **Section 3. Check Off**

- (a) The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following the month which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee.
- (b) Such dues, as and when deducted, shall be kept separate from the Board's General Funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

### **ARTICLE III: NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, religion, sex, age, 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 the 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 properties and facilities, and the activities of its employees during the work day;

## **ARTICLE I: PURPOSE**

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

## **ARTICLE II: RECOGNITION, AGENCY SHOP, CHECK OFF**

### **Section 1. Recognition**

- (a) The Board hereby recognized the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment.
- (b) The term "employee" as used herein shall include all employees as identified within the classification structure, as described in schedule A, of this Agreement.
- (c) The term "Board" includes its designated representatives.

### **Section 2. Agency Shop**

- (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 the ninety-first (91st) calendar day of the effective date of this Agreement, or within the ninety-first (91st) calendar day of their hire by the Board, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in a legally permissible amount not to exceed the regular monthly Union membership dues uniformly required of employees of the Board who are members.
- (b) An employees 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).
- (c) Employees who fail to comply with the provisions of this Article shall have the prorated service fee payroll deducted by the board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- (d) If any provisions of this Article are deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- (e) 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 generally applicable to other members of the Union.

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**Longevity:**

Each eligible employee shall receive longevity pay according to the following schedule, with such longevity pay to be added to the employee's base rate of pay:

Years of Service	Amount Calculated
5 - 9	\$ 0.20/hour
10 - 14	\$ 0.35/hour
15 - 19	\$ 0.40/hour
20 +	\$ 0.45/hour

**Shift Differential:**

Each employee covered by this Agreement who is regularly scheduled to work the second (2nd) shift shall receive a shift premium of fifteen (0.15) cents per hour for all hours worked that day; employees who are regularly scheduled to work the third (3rd) shift shall receive a shift premium of ten (0.10) cents for all hours worked that day.

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

**FOR TECUMSEH PUBLIC SCHOOLS**

Mark J. Wolfe, President, Board of Education  
[Signature], Secretary, Board of Education  
Michael S. Walsh, Superintendent of Schools

**FOR INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #547  
AFL-CIO**

Big Salley, Business Manager  
Jennifer L. Trudeau, President  
[Signature], Recording Corresponding Secretary