

A G R E E M E N T

between

THE IDA PUBLIC SCHOOLS

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

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

hereinafter referred to as the "Union"

2004-05, 2005-06, 2006-07, 2007-08

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ARTICLE I

AGREEMENT

This Agreement is entered into on October 11, 2004, between the Ida Public Schools (hereinafter referred to as the "Employer") and the International Union of Operating Engineers Local 547, 547A, 547B, 547C, 547E, 547G, 547H, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE II

RECOGNITION - EMPLOYEES COVERED

The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All teacher assistants, Title I teaching assistants, playground/teacher assistants, lunchroom supervision assistants, media center assistants, science lab assistants, technology assistants, hearing-impaired teacher assistants, and inclusion assistants.

BUT EXCLUDING ALL temporary employees, substitutes, supervisors as defined in the Act, and all other employees.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Employer retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, on behalf of the Employer, as stated in the Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected and in full force and effect unless specified otherwise within the provisions of this Agreement unless and until changed by the Board. Any additions hereto, subtractions therefrom, or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected and in full force and effect unless specified otherwise within the provisions of this Agreement unless and until changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing are manifestly recognized and

intended to convey complete power in the Board and shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the Employer shall be exercised exclusively by the Employer either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all of the foregoing, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working force, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign job-related work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work.
5. Adopt reasonable rules and regulations.
6. Determine the uniform qualifications of employees. Included shall be a determination of physical conditions as per the requirements of any state or federal laws.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine reasonable rules and regulations concerning discipline of employees.
9. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
10. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
12. Determine the policy affecting the selection or training of employees.

- B. The exercise of the foregoing power, 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.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be a restriction upon, or a waiver of any rights of management not listed and specifically surrendered within the specific provisions of this Agreement herein whether or not such rights have been exercised by the Board in the past.

ARTICLE IV

UNION SECURITY-AGENCY SHOP/ DUES CHECKOFF/REMITTANCE OF DUES AND FEES

- A. Union Security - Agency Shop
 - 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the regular monthly dues uniformly charged for membership for the duration of this Agreement.
 - 2. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a legally permissible monthly service fee not to exceed the regular monthly dues required for membership in the Union commencing thirty (30) calendar days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
 - 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a continued employment to either become members of the Union or pay a legally permissible service fee to the Union not to exceed the regular monthly dues required for membership for the duration of this Agreement commencing the thirtieth (30th) calendar day following the beginning of their employment in the unit.
- B. Dues Checkoff
 - 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union or who elects to pay a representative service fee, all initiation fees, dues or service fees uniformly required provided that the authorization card shall be executed by the employee or pursuant to MCLA 408.477, MSA 17.277(7).

2. Dues, initiation fees and service fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. 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, initiation fees, or service fees.
3. The Employer agrees to provide this service without cost to the Union.

C. Remittance of Dues and Fees

1. When Deductions Begin - Checkoff deductions under all properly executed authorizations for checkoff shall become effective upon completion of the first thirty (30) calendar days of the probationary period, and shall be deducted from the first pay period of the month following and each month thereafter.
2. Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifteenth (15th) calendar day of the month following the month in which they were deducted.
3. The Employer shall also indicate the amount deducted from each Employee and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

D. The Union shall indemnify and save the Employer harmless and forever release the Employer, the Board of Education, its officers and agents, on behalf of itself, its successors, agents, and assigns, from any and all claims, demands, suits, or other forms of liability that arise out of this Article, whether arising out of an action or non-action in reliance upon this Article. The provisions of any state, federal, or local law or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived.

E. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

ARTICLE V

STEWARDS

- A. The employees in the bargaining unit will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished in writing to the Board of Education by the Union.
- B. Reasonable arrangements may be made to allow the Chief and/or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon arrangements being made with their immediate supervisor.
- C. The Board shall supply the Chief Steward the following information within a newly-hired employee's first week of employment: employee's name, date of hire, classification, and job location.

ARTICLE VI

VISITATION RIGHTS

Any request from Union Representatives to meet with bargaining unit employees on the Employer's premises shall be presented to the office of the Supervisor for approval prior to said meeting. Any such request by the Union shall not be unreasonably denied by the Employer.

ARTICLE VII

NON-DISCRIMINATION AND SAFETY PRACTICES

- A. In the event an employee alleges that the Employer violates pertinent statutes and regulations governing discrimination and safety hazards, the employee shall immediately notify her immediate supervisor in writing and if the matter is not resolved within five (5) days, the employee may file a grievance in accordance with the terms of the grievance procedure. The grievance may then be processed up to Step 2 of the Grievance Procedure.
- B. If the employee is not satisfied with the outcome of the meeting, the employee may seek recourse through the appropriate adjudicative body.

ARTICLE VIII

SENIORITY, LAYOFF AND RECALL

- A. Seniority is defined as the length of the service of the employee within a classification. All Employer responsibility to the employee on the basis of seniority is as hereinafter set forth. Seniority accrual will be within the following distinctive classifications:
1. Teacher assistants
 2. Title I teaching assistants
 3. Playground/teacher assistants
 4. Lunchroom supervision assistants
 5. Media center assistants
 6. Science lab assistants
 7. Technology assistants
 8. Hearing-impaired teacher assistants
 9. Inclusion assistants
- B. Newly hired employees shall be regarded as probationary employees until they have satisfactorily completed a sixty (60) work day probationary period of employment within a classification. If at any time prior to the completion of the sixty (60) work day probationary period of employment the employee's work performance is unsatisfactory to the Employer, the employee may be discharged by the Employer during this period without appeal by the Union. There shall be no further responsibility for the reemployment of such probationary employees if they are laid off during this period.
- C. In order to acquire or accumulate seniority within a classification, the employee assigned to the classification must work sixty (60) working days of employment, uninterrupted by layoff or leave of absence. In the event a probationary employee is temporarily laid off and reinstated, or in the event such employee is absent on scheduled work days, said employee shall work additional days equal to the number of days that the employee was absent. Such employees shall not have completed their probationary period until these additional days have been worked. Upon satisfactory completion of the probationary period, the employee's seniority date within that classification shall be established as of the employee's first working day.
- D. In the event that two or more employees satisfactorily complete their probationary period within a classification on the same date, their seniority shall be determined by adding the last four digits of the affected employee's social security number. The highest combination of the last four digits shall result in that employee having the higher seniority.
- E. Seniority lists shall be established and maintained by the Employer and made available to the Union designee no later than the fourth Friday of each school year. Any objections must be submitted in writing within seven work days from the Union designee's receipt of such list. Thereafter, the seniority list shall be considered final and accurate and the District shall incur no liability for relying upon the accuracy of the seniority list.

- F. An employee shall be terminated and lose his/her seniority within all classifications if:
1. The employee quits.
 2. The employee is discharged and not reinstated through the grievance procedure.
 3. The employee is absent for three (3) consecutive working days without prior approval or authorization for a leave of absence.
 4. The employee fails to report for work upon written notice of recall from layoff on the first scheduled work day following the layoff, unless the employee notified the supervisor within three (3) working days of receipt of recall notice, exclusive of days when no mail deliveries are made, that the employee is unable to report on that day but established a reporting date within ten (10) working days following receipt of the recall notice.
 5. The employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence.
 6. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.
 7. The employee is employed elsewhere during a leave of absence without the knowledge of the Employer.
 8. The employee is laid off for a period one (1) year, or the length of time equal to the employee's years of service but not to exceed three (3) years, whichever is greater.
- G. Should a continued enforced absence, such as sickness, require an employee to be absent from his work over an extended period of time, the following considerations shall be applied:
1. Seniority shall continue to accumulate for up to 12 working months.
 2. After one (1) year of continued absence, except in the event of a worker's compensation injury or illness in which case it will be after two (2) years, the position of the absent employee shall be filled permanently.
 3. The seniority of an individual involved in an enforced and prolonged absence shall be continued provided he/she returns to work within a period of twelve (12) working months, except that in no event shall this apply where the length of absence exceeds seniority accumulated at the time such absence began.
- H. Layoff and Recall Procedure - When a reduction within a classification is necessary, the following shall be the order of layoffs:

1. Probationary employees
 2. Employees with the least amount of service in the classification provided employees with more seniority in the classification are qualified for the position.
 3. Laid off employees from one classification may bump into another classification, provided they have more district seniority than the least senior employee in the other classification and provided that the employee has the necessary qualifications and the then-present ability to perform the job. An employee who otherwise possesses the seniority and necessary qualifications will be given up to ten (10) hours of training to acquire the then-present ability to perform the job. It is the intent of the parties that employees shall be laid off beginning with the newest Bargaining Unit employee, and ending with the most senior employee being recalled first provided the employee is qualified.
 4. Recall - In the event a future need for services occurs, those employees who have established seniority within the classification will be recalled in accordance with their date of entry into that classification, provided said employee to be recalled has the necessary qualifications and the then present ability to perform the job. The Employer shall notify the employee by certified mail to the last known mailing address. (It shall be the employee's responsibility to maintain her current address and/or forwarding address with the Employer.)
- I. An employee who transfers to either a confidential or supervisory position dealing with the classifications covered by this Agreement shall continue to accrue seniority for sixty (60) working days. During this 60-day working period, the employee may revert back to his/her former position at his/her option without loss of seniority, or the Employer may revert the employee back to his/her former position without appeal or protest from the employee and/or the Union. If the employee remains in the confidential or supervisory position, his/her seniority within the bargaining unit shall be frozen effective the 61st working day and remain frozen as long as the employee is employed in the confidential or supervisory position dealing with the classifications covered by this Agreement.
- J. Assistants who are regularly assigned to work with inclusion students shall be offered alternative work in the event the student is absent. Such alternative assignment shall be limited to a maximum of sixty (60) calendar days,

ARTICLE IX

UNPAID LEAVES OF ABSENCE

- A. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Employer shall be granted a leave of absence for up to one

(1) year. An employee who, because of illness or accident which is compensable under the Worker's Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Employer shall be granted a leave of absence for up to two (2) years. The leave may be extended upon approval by the Employer. The employee shall provide the Employer with a written statement from her medical or osteopathic doctor of the necessity for such leave, the length of time, and for the continuation of such leave when the same is requested by the Employer. The Employer shall have the right to require examination of the employee by an Employer-appointed physician at Employer expense.

- B. Leaves of absence may upon approval of the Employer be granted to employees covered by this Agreement for the purpose of personal need, provided that the employee furnishes the Employer with written request for such leave by no later than two (2) weeks prior to the date that the employee desires to take such leave.
- C. Leaves of absence shall be granted for up to thirty (30) consecutive calendar days per school year for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents of the employee either residing in the household of the employee, or in the instance when a physician verifies the need for such employee absence.
- D. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- E. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- F. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- G. Any employee in the bargaining unit who is either elected or appointed to full-time office or position in the Union whose duties require her absence from work may be granted a leave of absence for up to one (1) year for the full-time office or position in the Union.
- H. Pregnancy-Disability/Child Care Leaves
 - 1. Whenever an employee shall become pregnant, she shall by the end of the fourth month furnish the Employer with a written statement from her physician stating the approximate date of delivery and any restrictions on the type of work that she may be able to do, and the length of time that she may continue to work. The Employer may

then require periodic verification of the health of the employee in relation to the performance of the employee's normal job duties.

2. When she is required to interrupt her normal job duties because of such pregnancy, and upon a written statement by a physician that such leave is necessary due to the disability, then the employee shall be granted a leave of absence for the duration of the disability.
 3. The employee shall return to work no later than six (6) weeks after delivery. Upon return, the employee shall furnish the Employer a signed medical statement from her physician, indicating that she is physically able to return to work. If the employee is unable to return to work within six (6) weeks after delivery, the employee must furnish a doctor's statement establishing the fact that she is disabled and is unable to return to work, as well as an indication of the employee's expected date of return. The Employer reserves the right to require the employee to submit to an examination by an Employer-paid physician should the disability period exceed six (6) weeks.
 4. An unpaid leave of absence for childcare for up to one year may be granted. A written request must be submitted and approved prior to the start of any leave or extension thereof.
- I. All reasons for leaves of absence shall be in writing, stating the reason for the request, the approximate length of leave requested, and the day scheduled to report back to work, with a copy of the request to be maintained by the Employer.
 - J. An employee who meets all of the requirements as hereinbefore specified may shall, subject to the discretion noted above, be granted a leave of absence without compensation. Upon the completion of the leave the employee shall be entitled to resume her regular seniority status, and all job and recall rights. Leave 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 employee and the Employer.
 - K. Employees may not return to work prior to the expiration date of the leave unless mutually agreed to by the Employer and the employee.
 - L. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage, if any, is provided by the Employer, maintained for one or more of the following reasons:
 - (a) due to the birth of the employee's child in order to care for the child;
 - (b) due to the placement of a child with the employee for adoption or foster care;

- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) 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 and Medical Leave Act shall apply to leaves in this section. This section shall not negate any rights granted under this collective bargaining agreement.

ARTICLE X

VACANCIES

- A. Permanent Vacancies - A permanent vacancy is an open or newly created position within the bargaining unit which the District is attempting to fill. The Employer shall have the right to establish the qualifications for each classification covered by this Agreement.
 - 1. Posting - Notice of all such permanent vacancies and newly created positions shall be posted on the employee bulletin board within ten (10) working days of the date of the vacancy, or the establishment of the new position, and the employees shall be given five working days in which to make application to fill the vacancy or new position. The notice will contain the following information:
 - a. Classification
 - b. The job location
 - c. The starting date
 - d. The number of hours per day
 - e. The rate of pay

It shall be the designated Union person's responsibility to notify absent employees of the notice of such vacancy. If the Employer decides not to fill a vacancy, then within ten (10) working days from the date of the Employer's decision, the Employer shall provide written notification of such decision to the Union. When positions are known during summer break, Stewards will be notified by the District and they will notify Bargaining Unit Members.

- 2. Selection of Applicant - The senior employee making application shall be transferred to fill the vacant or newly created position provided that the employee has the

necessary qualifications to perform the duties of the job involved. The Employer shall notify all of the applicants in writing within five (5) working days from the date of the selection of the employee who has been awarded the permanent vacancy or newly created position. The employee who is awarded the vacant or newly created position shall be placed in the vacant or newly created position within 10 working days from his/her selection.

3. Probationary Period - Vacancies - A transferred or promoted employee shall serve a probationary period of sixty (60) working days in the position. In the event the employee is returned to his/her former position by the Employer, the Employer will furnish the employee the written reason or reasons as to why his/her work performance was unsatisfactory. The employee has the right to grieve those written reasons furnished to the employee by the Employer.
- B. Temporary Vacancies - A temporary vacancy is an open position within the bargaining unit formerly filled by a regular employee who is due to return to work or while a seniority employee is serving a probationary period (as per Section A 3 above). The Employer shall have the right to hire a temporary employee or a substitute employee during the duration of the temporary vacancy. In the event that the seniority employee serving the probationary period does not return to his/her former position, or the regular employee who is off the job and due to return does not return, then as of the date that such determination is made, that position will then be considered a permanent vacancy subject to the terms contained in Section A of this Article.

ARTICLE XI

NEW CLASSIFICATION OR POSITION

In the event the Employer establishes and places in use a new classification or position within the bargaining unit, the position will be posted. If the Union objects to the proposed rate or classification and requests to negotiate with the Employer regarding same, it shall so notify the Employer in writing within ten (10) work days following the date of the posting. If the Union timely requests negotiations regarding same, and no agreement is reached, the parties shall use the mediation processes to resolve the issue(s). Upon agreement, or in the event the Employer's rate or proposed classification is not objected to by the Union within the time limits, the rate and job location shall be considered final and become part of the Agreement.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.
2. The "aggrieved person" is the employee alleging violation of the specific and express terms of this Agreement.
3. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day in which the employee is scheduled to work, excluding all paid holidays.
4. The term "grievance" as defined above shall not apply to:
 - a. The provisions of insurance contracts and policies.
 - b. The termination of services of or failure to re-employ any probationary employee.
 - c. The provisions contained in an employee evaluation. The employee may, at any reasonable time, review his/her evaluation and make written rebuttal to anything contained therein. This rebuttal shall become a permanent part of the employee's personnel file.
 - d. Any matter for which there is recourse under state or federal statutes.
5. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
6. Employees and the Union have five (5) working days from the date of the occurrence of the condition giving rise to the grievance to present the matter for disposition through the grievance procedure, unless the circumstances made it impossible for the employee or the Union to know prior to that date that there were grounds for such a claim. Failure of the employee or Union to timely process a grievance will result in the matter to not thereafter be considered as a grievance under this Agreement.
7. Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is

unsatisfactory to the grievant and the Union, the Union may appeal same to the next level in the grievance procedure.

B. Written Grievances Shall Contain the Following:

1. The grievance shall be signed by the grievant or grievants and the Steward.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article or Section and subsections of this Agreement alleged to have been violated.
5. It shall contain the relief requested.
6. It shall specify the relief requested.
7. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

C. Procedure:

1. Step One - Within five (5) working days of the time a grievance occurs, the employee will present the grievance to his immediate supervisor with the objective of resolving the matter informally. The employee shall be allowed to have the Chief Steward present when the employee first meets with the immediate supervisor, if requested by the employee and approved by the Employer in accordance with Article V, Stewards. Within five (5) working days after presentation of the grievance, the supervisor shall give his answer orally to the employee.
2. Step Two - If the grievance is not resolved in Step One, the employee must, through his steward, within five (5) working days of receipt of the supervisor's answer, submit to the supervisor a signed written grievance form containing the information specified in Section B of this Article. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.
3. Step Three - If the decision is not resolved in Step Two, it must be submitted within five (5) working days from the date of receipt of the Supervisor's answer to the Superintendent of Schools or his designee. The grievant, steward, and a Union business representative shall meet within five (5) working days from the date the Superintendent of Schools or his designee receives the appealed grievance. The Superintendent of Schools or his designee shall give his decision in writing within five (5) working days of the date of the meeting with the Union representative, steward, and grievant.

4. Arbitration - In the event that the grievance is not resolved in Step Three, then within fifteen (15) calendar days from the date the Superintendent of Schools or his designee, provided a written answer to the Union, the grievance may either be submitted to arbitration or the Union may seek an extension of time to file the grievance for arbitration from the Superintendent of Schools. Written notice of the Union's intent to process the grievance to arbitration shall be served on the Superintendent of Schools within fifteen (15) calendar days. If no time extensions are secured, and the grievance is not submitted to Arbitration within fifteen (15) calendar days, then the grievance will be deemed settled on the basis of the Superintendent of Schools' written response.

The selection of an impartial arbitrator shall be made through the process provided by the American Arbitration Association (AAA). Arbitration costs shall be shared equally by both parties.

It shall be the function of the Arbitrator and he/she shall only be empowered to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. His/her powers shall be limited by the following:

- a. Any award of wages made by the Arbitrator based upon an alleged mis-computation of a paycheck shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed. Any award for back pay shall be reduced by any compensation received by the employee from any other source during the time the employee would otherwise have been working for the Employer including unemployment compensation.
- b. The Arbitrator shall have no power to establish salary scales.
- c. The Arbitrator shall have no power to change any practice, policy, or rules of the parties, nor to substitute his judgment for that of the Employer as to the reasonableness of such practice, policy, rule, or any action taken by the Employer, unless such rights or practices were relinquished by the Employer in this Agreement.
- d. The Arbitrator shall be limited to deciding whether the Employer has violated the express terms of this Agreement; and the Arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, unless specified within this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
- e. In rendering decisions, the Arbitrator shall give due considerations to the responsibility of management and the Union, and shall so construe the

Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- f. In the event that a case is appealed to the Arbitrator, on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- g. The Arbitrator shall have no power to interpret State or Federal laws or rules or regulations having the force of law.
- h. The Arbitrator shall have no power to establish or change any insurance policy.
- i. The Arbitrator shall have no power to rule on any claim or dispute arising under an insurance policy, except as to the entitlement of benefits by the employee, or on a retirement claim, as in provided in this Agreement.
- j. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or to substitute his discretion for that of the parties hereto.
- k. Each party shall be responsible for the expenses of the witnesses that they may call.
- l. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.
- m. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- n. The decision of the Arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Union.
- o. The decision of the Arbitrator shall be implemented by no later than fourteen (14) calendar days from the date of the conclusion of the arbitration hearing,
- p. Grievances must arise and be timely filed during the term of this Agreement in order for it to be subject to the Arbitration process.

ARTICLE XIII

DISCIPLINARY ACTION

- A. Notice of Disciplinary Action - The Employer agrees to provide a copy of all formal disciplinary action, in writing, to the disciplined employee, the Chief Steward, and the Union office.

- B. Appeal of Disciplinary Action - Should the Union consider the disciplinary action to be improper, it shall have the right to utilize the grievance procedures.

ARTICLE XIV

BULLETIN BOARDS

- A. The Employer shall designate either bulletin boards or bulletin board space, to be used by the Union, at each of the buildings of the Employer, in which there are employees covered by this Agreement, who are employed within those buildings, and with the bulletin boards or bulletin board space to be used for the following notices:
1. Recreational and social affairs of the Union.
 2. Union meetings.
 3. Union elections.
 4. Reports of the Union.
- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer or any of its employees. No materials or notices of announcements which violate the provisions of this Article shall be posted. If materials are posted in violation of this Article, the Union Steward shall be directed to remove such materials immediately; failure to remove will result in disciplinary action. The posting of all such notices shall be done by either the Union officers, Business Representative, Chief Steward, Alternate Steward, or Stewards. A copy of all such posted notices will be forwarded to the Superintendent or his/her designee.

ARTICLE XV

HOURS AND WORK WEEK

- A. Work Week and Day
1. The regularly scheduled work week shall begin at 12:01 a.m. Monday and end 120 hours thereafter.
 2. The normal work day shall be inclusive of the employee's regularly scheduled work day. The number of hours of work and the schedule of hours for each employee shall be determined by the Employer and may be changed by the Employer at any time.
 3. Lunch Periods and Rest Periods:
 - a. Over six (6) to eight (8) hour employees - two (2) fifteen (15) minute rest periods and a thirty (30) minute unpaid lunch.
 - b. Four (4) to six (6) hour employees - one (1) fifteen (15) minute rest period and a thirty (30) minute unpaid lunch period.

- c. All assistants may be assigned and/or reassigned by the Employer during the work day to allow other assistants from the same or other classifications to receive lunch periods and/or breaks.

B. Overtime Rates will be paid as follows:

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

C. Distribution of Overtime or Extra Hours

Overtime or extra hours shall be divided and rotated as equally as possible according to seniority within classification, and among those employees who regularly perform such work, provided such overtime or extra hours does not conflict with the employee's regular work assignment. An employee who refuses the overtime assignment will revert to the bottom of the Seniority list.

D. Call-In Pay

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regular working hours, the employee shall receive pay for the actual time worked or a minimum of two (2) hours' pay at the employee's straight time hourly rate, whichever is the greater.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

A. Sick Leave

1. Each employee covered by this Agreement will be entitled to sick leave in a single sick leave bank accumulating to a total of 80 days. The employee shall receive six (6) sick leave days the first pay period of each semester.
2. 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 to each employee covered by this Agreement when a member of the employee's immediate family is seriously ill and requires the care and attendance of the employee up to a maximum of five (5) days per year. The Employer may request medical verification from the employee as to the necessity for the employee to provide for the care and attendance of the immediate family member.

3. Employees who are unable to perform their duties because of illness or disability shall call the designated number of that fact before 7:00 a.m. on the work day the employee is absent. In the event that the employee's illness or disability extends beyond the first (1st) working day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification to the immediate supervisor by the employee of the illness or disability.
4. Records of sick leave accumulation shall be furnished to each employee covered by this Agreement at the beginning of each school semester.
5. Each employee covered by this Agreement who has completed ten (10) years of service with the District shall be paid Ten Dollars (\$10.00) per day for unused accumulated sick days upon retirement, up to a maximum payout of eighty (80) unused sick days.

B. Funeral Leave

1. All employees covered by this Agreement shall, upon request of the employee, be granted up to three (3) consecutive working days off with pay per instance, deducted from sick leave, for a death in the employee's immediate family. The immediate family shall be defined as: spouse, brother or sister, children, parents (defined as foster, natural, or adoptive) mother-in-law, father-in-law, grandfather, grandmother, and grandchildren. Upon request, an employee shall be granted one (1) working day off with pay per instance deducted from sick leave for a death of a brother-in-law, sister-in-law, and grandparents of a spouse. Two (2) additional days, deducted from sick leave, may be granted by the Superintendent of Schools within his sole discretion.
2. In the event of the death of an employee of the Employer, 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 and the Chief Steward.

C. Business or Legal Days:

Each employee covered by this Agreement shall be granted two (2) business and/or legal days per year for business or legal matters which can only be transacted during business hours. Such days shall be charged to the employee's earned allowable individual sick leave bank. Employees must request such legal or business days at least two (2) work days in advance, except in the case of an emergency.

ARTICLE XVII

GENERAL

A. Tax-Sheltered Annuities

The Employer agrees to deduct the premiums for the variable tax-deferred annuities solely paid for by the employee, and to remit the deducted premiums to the Employer-authorized and approved insurance company.

B. Telephone Facilities

Employees in the bargaining unit may avail themselves of the Employer's telephone facilities for their reasonable use. All personal toll calls shall be at the employee's personal expense.

C. Parking

Parking facilities shall be provided by the Employer for the employees covered by this Agreement, with such parking facilities to be within a reasonable proximity of the employee's building.

D. Resignation

Any employee desiring to resign from their employment with the Employer shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.

E. Deductions

The Employer agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Employer such as Savings Bonds, Credit Union, etc.

F. Continuing Education

The Employer agrees to pay the full tuition fee plus approved expenses for any employee directed by the Employer to attend a workshop, in-service training seminar, self-improvement course, or other job-related professional growth activities specifically designed to provide on-the-job improvements.

G. Physical Examinations

The Employer agrees to pay the full cost of any physical examination required of the employee by the Employer.

H. Mileage

Employees who are requested to use their own personal vehicle for carrying out their job responsibilities for the Employer shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy.

I. Use of Equipment

The Union shall have the right to use the building equipment designated for general staff use, when such equipment is not otherwise in use. Use of other building equipment may be requested of the Building Principal, but is subject to his/her approval. The Union shall pay the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.

J. Building Usage

The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that the Union shall follow the established procedure of the Employer for the arranging of the usage of the school buildings, and provided that when custodial services are required, the Employer may make the standard charge therefore, and provided further that such use shall be approved by the Building Principal.

K. Snow Days

In the event that school is cancelled on a scheduled school session day due to inclement weather or other emergencies, the employees covered by this Agreement shall not report to work. The employees will be paid their normal day's pay for the first two (2) such days even though no work is performed on such days. Any days cancelled beyond the first two such days shall result in employees not receiving pay for such days. Employees will be required to work any rescheduled days for pay.

L. C.P.R. Training

The Employer shall annually provide C.P.R. training for all of the employees covered by this Agreement.

M. Activities and Training

Employees who participate in school-related activities and/or training, with prior administrative approval, shall be paid for those hours of participation.

ARTICLE XVIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such an appearance or service, less any compensation received for such jury service. In the event that a current bargaining unit employee is subpoenaed as a witness in a court case connected with the employee's employment with the Employer, the employee will be paid his/her full pay for all such time lost except when the employee is testifying against the District in a case bought by the employee or Union against the District. The employee must provide the Superintendent or his/her designee with the statement from the court indicating the pay received for time served.

ARTICLE XIX

NO STRIKE - NO LOCKOUT

- A. Union officials or employees, individually and collectively, shall not, under any circumstance during the life of this Agreement, encourage, condone, cause, authorize or take part in any illegal picketing, work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work or interference with business operations in or about the Employer's premises or property.
- B. If any employee or employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer, without recourse to the grievance procedure.
- C. Any violation of this Article shall mean that the Union and/or employees involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the District.
- D. The Board of Education, in the event of violation of this Article, will have the right in addition to the foregoing and any other remedies available at law to demand injunctive relief and damages against the Union.
- E. The Union agrees that it will neither take nor threaten to take reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the administration of this article.
- F. If any employee or employees represented by the Union should violate the intent of this Section, the Union will take positive measures to effect a prompt resumption of work.
- G. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by the Union:

1. Taking prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.
 2. Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and mail a certified copy to all bargaining unit members within 24 hours.
 3. Delivering a copy of said notice to the news media.
 4. Refraining from giving any aid, encouragement, or support, of any sort whatever to members who are violating the provisions of this Article.
 5. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- H. The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

ARTICLE XX

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or covenants contained herein shall be made by any employee or group of employees with the Employer, unless the same has been executed in writing between the parties hereto, and the same has been ratified by the Employer and the Union.
- B. 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.
- C. If any Article or Section of this Agreement, or any supplements thereto should be held invalid by operation of Law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXII

TERMINATION, CHANGE OR AMENDMENT

- 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 of the Agreement, give written notice of termination. If neither party gives written notice of termination, or withdraws the same prior to the termination date, the 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 this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days' written notice of termination. Any amendments that may be agreed upon shall become 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 addressed to the International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board addressed to Ida Public Schools, 3145 Prairie Street, Ida, Michigan 48140, or to any other such address the parties may make available to each other.
- E. The effective date of this Agreement is October 11, 2004.

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

IDA PUBLIC SCHOOLS
BOARD OF EDUCATION

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

Business Manager

President

Recording/Corresponding Secretary

SCHEDULE A

The hourly wage schedule will be:

| | <u>2004-05*</u> | <u>2005-06**</u> | <u>2006-07**</u> | <u>2007-08</u> |
|-------------------|-----------------|------------------|------------------|----------------|
| 11 + years | \$11.00 | \$11.17 | \$11.33 | \$11.50 |
| 6-10 years | \$10.70 | \$10.86 | \$11.02 | \$11.19 |
| 0-5 years | \$10.41 | \$10.57 | \$10.72 | \$10.89 |
| Probationary rate | \$ 9.64 | \$ 9.78 | \$ 9.93 | \$10.08 |

*The 2004-05 wage rates shall be retroactive to the beginning of the school year.

**The wage rates for 2005-06 and 2006-07 shall be reopened for negotiations each year.

In the event the District schedules activities which may include in-service training, student programs, and/or other activities which are directly related to the work performed by the Assistants or those which would be beneficial to the Assistants in the performance of their work, the Assistants shall be included in the activities and shall be appropriately compensated for all such time spent in attendance.

Classification:

- Teacher Assistants
- Title I Teaching Assistants
- Playground /Teacher Assistants
- Lunchroom Supervision Assistants
- Media Center Assistants
- Science Lab Assistants
- Technology Assistants
- Hearing-Impaired Teacher Assistants
- Inclusion Assistants

Longevity

Longevity shall be paid in the first pay period of December of the employee's anniversary year, and shall be paid in a separate check as follows:

| | | |
|--------------------------------|---|----------|
| Seven (7) years of service | - | \$100.00 |
| Ten (10) years of service | - | 150.00 |
| Fourteen (14) years of service | - | 200.00 |