

AGREEMENT

between the

WHITE PIGEON COMMUNITY SCHOOLS

and the

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

Service Employees Bargaining Unit

JULY 1, 2008 - JUNE 30, 2010

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Division One

The provisions in this division are for all employees employed in any position represented by the Union.

ARTICLE I
AGREEMENT

This Agreement is entered into this 1st day of July, 2008. The parties to the Agreement are the White Pigeon Community Schools, hereinafter referred to as the "Board", and the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II
RECOGNITION

The Board recognizes the International Union of Operating Engineers, Local 547 as the exclusive bargaining agent for full-time and regular part-time bus drivers, custodial and maintenance employees, but excluding aides, teachers, administrative, office, clerical, temporary, and all other personnel. The term "Employee", when used in this Agreement, shall refer to all employees in the bargaining unit as defined herein.

ARTICLE III
AGENCY SHOP/PAYROLL DEDUCTIONS

Section 1. Dues or Service Fees

In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment (subject to the laws of the State of Michigan and the United States of America), join the Union or pay a service fee to the Union.

Section 2. Union Members

Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.

Section 3. Service Fee Payers

Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policies and procedures regarding objections to political-ideological expenditures. Any dispute pertaining to the calculation or amount of the service fee shall be a matter between the employee and the Union, and shall not be subject to the Grievance Procedure, or any other proceedings involving the Board of Education.

Section 4. Non-Payment of Dues or Service Fees

In the event that the employee fails to sign and deliver to the Employer an assignment authorizing deductions of dues or service fees, the Union may request the Employer to deduct an amount equivalent to the dues or service fees from the employee's salary in the manner provided below. This deduction shall be made pursuant to the authority of MCLA 408.741, ET SEQ., being P.A. 1978, No. 390. The Union shall make this request in writing, and shall verify to the Board that the employee has not tendered the required membership dues or service fees. If the bargaining unit member in question denies that he/she has failed to pay dues or service fees, the employee may request and will receive a hearing before the Employer limited to the question of whether the employee has paid the required dues and service fees.

If no hearing is requested by the employee, or if it is otherwise determined that the employee has not authorized or paid the required dues or fees, the Employer shall make the required deduction from the employee's wages.

Section 5. Payroll Deduction

Upon written authorization by a bargaining unit member, the Board will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member, beginning with the first pay following receipt of the written authorization from the bargaining unit member of the Union, and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.

Section 6. Deductions

Upon written authorization from the bargaining unit member, the Board shall deduct from the salary of such bargaining unit member and make appropriate remittance for up to four (4) deductions from the following list of items: MEFSA's MEA-sponsored programs, Tax-Deferred Annuities, MESSA programs not fully Board paid, and Credit Unions.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1. Citizenship

All employees shall have all rights of citizenship in addition to those provided by this Agreement.

Section 2. Representative

An employee shall be entitled to have present a Representative of the Union during any meeting at which recorded disciplinary action is taken by the Board. Said representation shall be obtained within twenty-four (24) hours.

Section 3. Files

A bargaining unit member will have the right to review the contents of all records of the Board pertaining to said bargaining unit member originating after initial employment, and to have a Representative of the Union and Administration accompany him/her in such review.

Section 4. Written Material

Bargaining unit members must be informed before any written material which might lead to disciplinary action (i.e., complaints from local citizens, teacher, etc., or other derogatory items) is placed in the member's personnel file, or is used in a written evaluation. Said material shall include the name of the complainant and administrative action taken. The bargaining unit member may submit a written reply regarding complaints, which shall be attached to the same.

Section 5. Laws

Nothing contained within the Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan general school laws, or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 6. Full Rights

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees.

Section 7. Civil Rights

The Board agrees that it will in no way discriminate against employees covered by the Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status or handicap.

ARTICLE V
UNION RIGHTS

Section 1. Facilities

The Union shall have the right to use certain school facilities so designated by the Superintendent for the purpose of meeting and conducting Union business, provided any said use shall not interfere with the normal operation of the school program. Prior to such use, the Union shall notify the building principal in charge of said facility.

Section 2. Information

Upon request, the Board shall provide the Union with available information necessary to conduct negotiations or other Union business. The Union shall reimburse the Board for all costs incurred in said provisions.

Section 3. Agreement Copies

The Union shall reproduce this Agreement and provide all employees with a copy of the Agreement. An additional five (5) copies shall be provided to the Board.

Section 4. Union Business Days

At the beginning of each contract year, the Union shall be allowed a maximum of four (4) days, non-accumulative, to be used by employees who are Officers or Agents of the Union for necessary Union business. The Union agrees to promptly notify the Board no less than forty-eight (48) hours in advance of using such leave.

ARTICLE VI
SENIORITY

Section 1. Beginning Date

Upon completion of their probationary period*, employees' seniority covered by this Agreement shall be defined as the employee's last date of hire, except as modified in Article XI, Section 3, or Article XVII, Section 8(B). Seniority shall begin the first day the employee reported to work in their current position. In the event of identical reporting dates, seniority shall be determined by the date and time the application of employment is received by that department's office which manages the employee's current position.

* For the duration of probationary periods see:

Division II	Article XV	Section 1	page 18
Division III	Article XVI	Section 1	page 24
Division IV	Article XVII	Section 1	page 31

Section 2. Lists

The Superintendent shall maintain a seniority list and provide copies to the Union upon request.

Section 3. Department Seniority

Seniority shall be accumulated in each department only.

Section 4. Seniority Termination

Seniority shall be terminated in the following circumstances:

- A. Voluntary Quit;
- B. Discharge;
- C. Lay-off of more than one (1) year's duration;
- D. Failure to return upon recall from lay-off within fourteen (14) calendar days;
- E. Employment is otherwise terminated.

Section 5. Additional Language

For additional language, see:

- A. Division I Article XI Sections 2 and 3 pages 12 and 13
- B. Division IV Article XVII Sections 7 and 8 pages 33 and 34

ARTICLE VII

BOARD RIGHTS

Section 1. Rights Reserved

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws, as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

A. Determine financial policies, manage and control its business, its equipment and its operations and to direct the working force and affairs of the entire school system.

B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all of the foregoing.

C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce and to lay-off employees.

D. Determine the services, supplies, and equipment necessary to continue its operations, and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein.

E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

F. The Board has the right to limit any employee to work no more than forty (40) hours per week.

Section 2. Administrative Staff

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its management rights and authority not specifically relinquished to the Union by this Agreement.

Section 3. Other Rights

The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition

A claim by an employee or the Union that there has been a violation of any provisions of this Agreement may be processed as a grievance. Discharge of probationary employees is not covered under this Article.

Section 2. Days

The term "days" when used in this Article shall mean work days.

Section 3. Information

Written grievances shall contain the following:

- A. It shall be signed by the grievant or the Union Representative;
- B. It shall be specific;
- C. It shall contain a synopsis of the facts giving rise to the alleged violation;
- D. It shall cite the section or subsection of the contract alleged to have been violated;
- E. It shall contain the date of the alleged violation; and
- F. It shall specify the relief requested.

Section 4. Procedure

A. Level One

An employee alleging a violation of the Contract shall within ten (10) days of its alleged occurrence (or the time the employee or Union had knowledge of the occurrence) orally discuss the grievance with his/her supervisor.

If no resolution is obtained within three (3) days of the discussion, the grievance will be reduced to writing and given to the supervisor within ten (10) days of said discussion.

B. Level Two

If no decision is rendered within three (3) days of filing the written grievance with the supervisor, or if the supervisor's disposition is unsatisfactory to the grievant, the grievant or Union may, within five (5) days of the disposition, file said grievance with the Superintendent.

Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated representative to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing.

C. Level Three

Individual employees shall not have the right to process grievances at Level Three.

If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Board.
2. Each party shall alternate striking one (1) name from the panel of arbitrators until all arbitrators are eliminated except one (1). That arbitrator shall be selected for hearing the grievance.

3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Union wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one (1) year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

D. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding on the parties hereto.

E. The fees and expenses of the arbitrator shall be shared equally.

F. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties.

Section 5. Miscellaneous

A. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed under the Grievance Procedure until resolution.

B. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

C. Neither party may raise new defense or grounds at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) weeks prior to the hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.

ARTICLE IX
EVALUATIONS

Section 1. Monitoring

Monitoring will be of two (2) types, formal and informal. All formal monitoring of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal evaluations may be conducted every year, but at a minimum of every two (2) years.

Section 2. Criteria

Each bargaining unit member upon his/her employment, or at the beginning of the work year (July 1st), whichever is later, shall be appraised of the specific criteria upon which he/she will be evaluated, unless the evaluation tool has not been changed.

Section 3. Conference

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in writing and shall include an identification of the way in which the bargaining unit member is to improve, and of the assistance to be given, if any, by the Employer toward that improvement.

Section 4. Written Notification

In the event a non-probationary bargaining unit member is not continued in employment due to job performance, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Union.

Section 5. Performance Level

Each bargaining unit member's evaluation shall include, at the conclusion of the report, the statement:

"Considering all factors, the work performance of the bargaining unit member is:
____ Satisfactory ____ Needs Improvement ____ Unsatisfactory (check one)"

ARTICLE X

MILEAGE PAY

Section 1. Mileage

The Board shall compensate employees required to provide private transportation for the benefit of the school. Said benefit is defined as Employer assigned errands and travel between school buildings. Normal travel to and from home, including travel during a split shift, is excluded.

Section 2. Records

To qualify for such compensation, employees must submit mileage statements to their immediate supervisor within two (2) weeks of said travel.

Section 3. Mileage Rate

The rate of compensation shall be in accordance with Board policy.

ARTICLE XI

VACANCIES AND TRANSFERS

Section 1. Posting

When a vacancy occurs within the bargaining unit or a new position is created, the Board shall post notice in each building for five (5) working days before filling the position. No vacancy may be filled immediately except on a temporary basis.

Section 2. Try Out Period

Employees may bid on their own and the next higher salary classification, provided that they meet the necessary qualifications of the position. The filling of any vacancy shall be subject to a thirty (30) working day probationary period. During this probationary period, all contractual rights are maintained except as specified in this section. If the employee's performance during this time is found unsatisfactory by the Board, for any reason, the employee shall be returned to the original job assignment without prejudice. If the employee chooses to return to their original position, provided he/she feels uncomfortable in performing the duties of the new position, they will be allowed to do so within the probationary period.

Section 3. Classification Seniority

No employee shall carry seniority between classifications but shall retain seniority gained in the original classification so long as employment with the White Pigeon Community Schools has continued without interruption.

Section 4. Involuntary Transfer

Prior to involuntary transfer of any employee(s), the District shall consult with the affected employee(s) in an attempt to reach a mutually acceptable solution. Should a mutually acceptable solution not be found, the District retains the right, with good cause, to transfer said employees.

ARTICLE XII

LAY-OFF AND RECALL

Section 1. Reduction

Any necessary reduction in personnel shall be completed as follows:

(1) Ten (10) working days personal notice shall be provided to the employee in writing;

(2) Reductions in personnel shall be by inverse order of seniority within classification and according to law.

Section 2. Recall

Employees shall be eligible for recall in their department for one (1) full year from the date of lay-off. Employees shall be recalled in order of their seniority. Notification of recall shall be by certified mail. It is the employee's responsibility to notify the Superintendent of any change of address. Failure to return to work upon recall from lay-off within fourteen (14) calendar days from the ordered reporting date shall be deemed a voluntary quit, unless otherwise approved by the Superintendent. It is further provided that nothing contained herein shall prohibit the Board from utilizing temporary employees until such a time as the recalled employee returns to work.

Section 3. Notification

The employee shall notify the Superintendent in writing of any decision not to return within seven (7) calendar days of receipt of notification of recall.

ARTICLE XIII

LEAVES OF ABSENCE

Section 1. Sick Leave

A. All employees shall be credited with ten (10) working days sick leave per year. Unused sick leave shall accumulate to a maximum of ninety (90) days.

B. Sick leave may be used for the following reasons:

1. Personal illness;
2. Illness in the immediate family herein defined as present spouse, natural children, dependent children, mother, father, mother-in-law, father-in-law;
3. Medical or dental work.

Section 2. Leave

Any employee whose personal illness extends beyond the period compensated through the use of accumulated sick leave days, and, at the employee's option, vacation and/or personal days, shall be granted a leave of absence of up to ninety (90) days without pay per fiscal year. Situations of illness exceeding ninety (90) days shall be considered on an individual basis.

Section 3. Worker's Compensation

The Board shall pay any employee qualifying for compensation under the Michigan Worker's Compensation Act the difference between such compensation and the employee's salary to the extent of accumulated sick leave on a pro-rata basis of one-half (1/2) day increments.

Section 4. Personal Leave

All employees shall be allowed two (2) personal business days per year. Personal business days are with pay and must be used exclusively for business impossible to schedule during off time. Such days shall not be used for personal pleasure such as hunting, etc. Personal days are accumulative to a total of three (3). Employee shall notify their immediate supervisor at least three (3) working days in advance when possible.

Section 5. Leave for Death

An employee shall be allowed up to four (4) days per incident for death in the immediate family. Immediate family is defined as present spouse, parents, children, brother, sister, or any person for whom an employee has care, control and custody. An additional two (2) days may be used, but shall be drawn from accrued sick leave. In addition, employees shall be allowed up to four (4) days per incident for death of a grandchild, and up to two (2) days per incident for death of a grandparent or an in-law. These additional days, when used, shall be deducted from the employee's sick leave bank.

Section 6. Child Care

A parental/child care leave of absence may be granted to any (male or female) employee for the purpose of child care. Said leave shall be granted without pay or benefits for up to one (1) year upon written application from an employee. During the leave, seniority shall not accumulate. Requests for parental/child care leaves shall include notification of the beginning and ending dates. An employee returning from leave shall be reinstated to the first available vacant position in accordance with seniority in the classification he/she held when the leave began. An employee shall be placed at the pay level he/she had in the district prior to such period.

Section 7. Doctor Statement

Any employee whose illness extends beyond five (5) days shall be required to submit a written authorization, from their doctor, that they may return to work. In case of injuries sustained either at work or on the employee's own time, the Board retains the right to require a doctor's verification of the employee's fitness to return to work.

Section 8. Notification

Any employee absent due to illness shall notify their supervisor before their scheduled shift. If requested, any employee who is absent for five (5) consecutive days will provide a doctor's statement.

Section 9. Family and Medical Leave Act of 1993

A. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.

B. The rights established for employees under the Act shall not be diminished by the Collective Bargaining Agreement.

Section 10. Leave Without Pay and Benefits

Each regular employee may request in writing a leave for personal matters, stating the reason shall be optional for the employee. Such leave, if approved, shall be without pay and benefits. The leave request must be submitted to the employee's immediate supervisor for his/her recommendation to the Superintendent. The Superintendent's approval or disapproval shall be final. The leave request procedure and form shall be determined by the Board and followed by the employee.

ARTICLE XIV

MISCELLANEOUS

Section 1. Special Funds

Persons employed through the use of funds provided through local, State or Federal programs shall be employed within the following guidelines:

A. Said persons shall work at the same time and along with bargaining unit members;

B. There shall be no reduction in hours or in positions of bargaining unit members so long as said persons are utilized.

Section 2. Supervisor

The Board may, at its discretion, hire a working supervisor.

Section 3. Job Descriptions

Job descriptions will be developed by the Board and submitted to the Union for review. The job description shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Board. The job description will include at a minimum:

- A. Job title and description;
- B. Minimum requirements;
- C. A general statement of required tasks and responsibilities.

Current job descriptions may be reviewed by a request of the Union.

Division Two

The provisions in this division are for all employees in Custodial positions represented by the Union.

ARTICLE XV
CUSTODIANS

Section 1. Just Cause

Upon completion of a sixty (60) work day probationary period, the employee shall not be disciplined without just cause.

Section 2. Acts of God

A. Day Shift Employees

In the event that schools are closed due to inclement weather or Acts of God, the Custodial/Maintenance Supervisor(s) shall notify employees if they are not to report to work. When employees are not required to report to work or remain on duty, no loss of pay or benefits shall be suffered.

B. Night Shift Employees

1. In the event of the occurrence of severe inclement weather or Acts of God prior to reporting time, the Custodial/Maintenance Supervisor(s) shall notify employees if they are not to report to work.

2. In the event of the occurrence of severe inclement weather or Acts of God during the night shift, the Custodial/Maintenance Supervisor(s) shall notify employees of an early dismissal if granted.

3. As the results of (1) and (2) above, night shift employees shall suffer no loss of pay or benefits in the event of early dismissal or instruction not to report.

Section 3. Uniforms

Upon approval of the supervisor, uniforms may be modified during the summer months. The Board shall reimburse each Custodian for the purchase of three (3) uniforms per year. The total reimbursement will not exceed one hundred fifty dollars (\$150.00) per year, per employee (receipt to be submitted). Said uniforms shall be worn during normal working hours. (Freese, Osborn and Hummel will receive two [2] additional uniforms in first year, to equal five [5]).

Section 4. Working Hours

A. The normal working day for full-time Custodians shall consist of eight (8) hours per day.

B. All employees shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked.

C. The normal work week for full-time Custodians shall be forty (40) hours.

D. Overtime shall be paid at the rate of one and one-half times (1-1/2X) the regular hourly rate for all time worked over forty (40) hours per week. Work performance on Sundays and holidays shall be at twice (2X) the regular rate. An employee may accept or reject the offer of compensatory time in lieu of overtime. Compensatory time must be used within sixty (60) days, or up to the end of the fiscal year.

E. Employees called in to work overtime shall receive not less than two (2) hours pay.

F. Overtime shall be first offered to part-time employees until he/she reaches forty (40) hours, then the full-time employee with the least credited overtime worked. Overtime that is rejected and overtime for special events shall be divided equally among all employees. If a necessary overtime assignment is rejected by all employees, the employee with the least seniority shall perform the overtime or a substitute may be found. Rejected overtime shall be credited as "working" overtime for the purpose of equalization. Variances in overtime shall not exceed five (5) hours in any two (2) consecutive months.

G. A temporary employee that fills a full-time position caused by other than illness, vacation, jury duty, military duty, etc., after four (4) weeks becomes permanent. Temporary employees in the Custodial classification shall be eligible for overtime only after bargaining unit employees have been given the opportunity to work said overtime, or when the number of available employees in those classifications is insufficient.

H. In the event of the absences of bargaining unit employees in the Custodial classification, the Board may hire substitutes or ask bargaining unit members to perform the necessary work. When bargaining unit members perform the work they will be paid at their normal rate.

Section 5. Holidays

Custodial employees shall be paid for the following holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday - provided student instruction is not scheduled
Memorial Day

Actual dates for the above holidays will be determined in the annual school calendars.

Section 6. Vacations

Effective July 1, 2009:

A. At the end of the first (1st) through the second (2nd) years of employment, employees shall be entitled to one (1) week of vacation with pay.

B. During the third (3rd) through sixth (6th) years of employment, employees shall be entitled to two (2) weeks of vacation with pay.

C. During the seventh (7th) through ninth (9th) years of employment, employees shall be entitled to three (3) weeks of vacation with pay.

D. From the tenth (10th) year of employment, employees shall be entitled to four (4) weeks of vacation with pay.

E. The employment period shall be from the anniversary date of hire.

F. Prearranged vacation time, arranged prior to July 31st of the contract year, may be used by eligible employees at times of employee's choosing, subject only to the condition that not more than two (2) employees may be on vacation at one time (unless approved by the Superintendent or his designee).

G. In such instances where more than two (2) eligible employees request prearranged vacation at the same time, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s).

Section 7. Insurance Benefits

A. Health - Medical

Employees in the Custodial classification who are regularly scheduled to work thirty-five (35) hours or more, may participate in the following plans:

- * Community Blue PPO, Plan 1
Deductible: zero (0) in-network
Deductible: \$250.00/\$500.00 out-of network
Prescription Drugs: \$5.00 generic/\$20.00 brand
Preventive Services-Covered in Network
- * Dental
100/90/90
\$1,000.00 maximum
No Orthodontics
Two (2) Cleanings Per Year
Sealants
- * Vision
VSP III Plus
- * Life Insurance/AD&D
\$10,000.00 Life Insurance
\$10,000.00 Accident Death & Dismemberment
- * Long Term Disability
66.67%
\$9,000.00 maximum monthly salary
\$8,000.00 maximum monthly
60 Calendar Day Waiting Period

Employees are required to pay five dollars (\$5.00) per pay period as a co-pay through payroll deduction.

Part-time employees will receive pro-rata benefits to the percentage of their contract.

Benefits will cease on the last day of the month in which the employee is terminated.

B. 125 Plan

The Board shall provide a Section 125 Premium Conversion Plan. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code.

Members electing to use a premium conversion plan shall do so through a salary reduction agreement.

All cost relating to the implementation and administration of benefits under Section 125 shall be borne by the Board.

C. The Board shall select the carrier(s) for the above insurances and the specifications of those plans shall be at least comparable to those in effect during the current contract.

D. The provisions of the above insurances shall be subject to the rules and regulations of the underwriter(s).

Section 8. Wage Scales

A. Custodians - Effective July 1, 2008:

	2008-2009	2009-2010
New	\$13.01 per hour	TO
90 Working Days	\$13.24 per hour	BE
1 Year Anniversary	\$13.88 per hour	NEGOTIATED

Custodians with ten-plus (10+) years seniority shall receive a twenty-five cents (\$.25) per hour premium added to their base rate.

B. Any employee transferred from Custodial to Maintenance shall be placed at the appropriate level.

Division Three

The provisions in this division are for all employees employed in Maintenance positions represented by the Union.

ARTICLE XVI
MAINTENANCE

Section 1. Just Cause

Upon completion of a ninety (90) work day probationary period, the employee shall not be disciplined without just cause.

Section 2. Acts of God

A. Day Shift Employees

In the event that schools are closed due to inclement weather or Acts of God, the Custodial/Maintenance Supervisor(s) shall notify employees if they are not to report to work. When employees are not required to report to work or remain on duty, no loss of pay or benefits shall be suffered.

B. Night Shift Employees

1. In the event of the occurrence of severe inclement weather or Acts of God prior to reporting time, the Custodial/Maintenance Supervisor(s) shall notify employees if they are not to report to work.

2. In the event of the occurrence of severe inclement weather or Acts of God during the night shift, the Custodial/Maintenance Supervisor(s) shall notify employees of an early dismissal if granted.

3. As the results of (1) and (2) above, night shift employees shall suffer no loss of pay or benefits in the event of early dismissal or instruction not to report.

Section 3. Uniforms

Within sixty (60) days after ratification of this Agreement, the Board shall provide each Maintenance employee five (5) sets of uniforms which shall be worn by each employee while at work. Three (3) sets of uniforms will be replaced on a yearly basis for the duration of this Agreement. Upon approval of the supervisor, uniforms may be modified during the summer months.

Section 4. Working Hours

A. The normal work day for full-time Maintenance employees shall consist of eight and one-half (8-1/2) hours, with one-half (1/2) hour for lunch.

B. All employees shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked.

C. The normal work week for full-time Maintenance employees shall be forty-two and one-half (42-1/2) hours, including two and one-half (2-1/2) unpaid hours for lunch, unless the job description calls for less.

D. Overtime shall be paid at the rate of one and one-half times (1-1/2X) the regular hourly rate for all time worked over forty (40) hours per week. Work performance on Sundays and holidays shall be at twice (2X) the regular rate. An employee may accept or reject the offer of compensatory time in lieu of overtime.

E. Employees called in to work overtime shall receive not less than two (2) hours pay.

F. Overtime shall be first offered to part-time employees until he/she reaches forty (40) hours, then the full-time employee with the least credited overtime worked. Overtime that is rejected and overtime for special events shall be divided equally among all employees. If a necessary overtime assignment is rejected by all employees, the employee with the least seniority shall perform the overtime, or a substitute may be found. Rejected overtime shall be credited as "working" overtime for the purpose of equalization. Variances in overtime shall not exceed five (5) hours in any two (2) consecutive months.

G. A temporary employee that fills a full-time position caused by other than illness, vacation, jury duty, military duty, etc., after four (4) weeks becomes permanent. Temporary employees in the Maintenance classification shall be eligible for overtime only after bargaining unit employees have been given the opportunity to work said overtime, or when the number of available employees in those classifications is insufficient.

H. In the event of the absences of bargaining unit employees in the Maintenance classification, the Board may hire substitutes or ask bargaining unit members to perform the necessary work. When bargaining unit members perform the work they will be paid at their normal rate.

Section 5. Holidays

Maintenance employees shall be paid for the following holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday - provided student instruction is not scheduled
Memorial Day

Actual dates for the above holidays will be determined in the annual school calendars.

Section 6. Vacations

Effective July 1, 2009:

- A. At the end of the first (1st) through the second (2nd) years of employment, employees shall be entitled to one (1) week of vacation with pay.
- B. During the third (3rd) through sixth (6th) years of employment, employees shall be entitled to two (2) weeks of vacation with pay.
- C. During the seventh (7th) through ninth (9th) years of employment, employees shall be entitled to three (3) weeks of vacation with pay.
- D. From the tenth (10th) year of employment, employees shall be entitled to four (4) weeks of vacation with pay.
- E. The employment period shall be from the anniversary date of hire.
- F. Prearranged vacation time, arranged prior to July 31st of the contract year, may be used by eligible employees at times of employee's choosing, subject only to the condition that not more than two (2) employees may be on vacation at one time (unless approved by the Superintendent or his designee).
- G. In such instances where more than two (2) eligible employees request prearranged vacation at the same time, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s).

Section 7. Insurance Benefits

A. Health - Medical

Employees in the Maintenance classification who are regularly scheduled to work thirty-five (35) hours or more, may participate in the following plans:

- * Community Blue PPO, Plan 1
Deductible: zero (0) in-network
Deductible: \$250.00/\$500.00 out-of network
Prescription Drugs: \$5.00 generic/\$20.00 brand
Preventive Services-Covered in Network

- * Dental
100/90/90
\$1,000.00 maximum
No Orthodontics
Two (2) Cleanings Per Year
Sealants

- * Vision
VSP III Plus

- * Life Insurance/AD&D
\$10,000.00 Life Insurance
\$10,000.00 Accident Death & Dismemberment

- * Long Term Disability
66.67%
\$9,000.00 maximum monthly salary
\$8,000.00 maximum monthly
60 Calendar Day Waiting Period

Employees are required to pay five dollars (\$5.00) per pay period as a co-pay through payroll deduction.

Part-time employees will receive pro-rata benefits to the percentage of their contract.

B. 125 Plan

The Board shall provide a Section 125 Premium Conversion Plan. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code.

Members electing to use a premium conversion plan shall do so through a salary reduction agreement.

All cost relating to the implementation and administration of benefits under Section 125 shall be borne by the Board.

C. The Board shall select the carrier(s) for the above insurances and the specifications of those plans shall be at least comparable to those in effect during the current contract.

D. The provisions of the above insurances shall be subject to the rules and regulations of the underwriter(s).

Section 8. Wage Scales

A. Maintenance - Effective July 1, 2008:

	2008-2009	2009-2010
New	\$13.07 per hour	TO
90 Working Days	\$14.06 per hour	BE
1 Year Anniversary	\$14.93 per hour	NEGOTIATED

Maintenance employees with ten-plus (10+) years seniority shall receive a twenty-five cents (\$.25) per hour premium added to their base rate.

B. Any employee transferred from Custodial to Maintenance shall be placed at the appropriate level.

Division Four

The provisions in this division are for all employees employed in Bus Driver positions represented by the Union.

ARTICLE XVII

BUS DRIVERS

Section 1. Just Cause

Upon completion of a ninety (90) work day probationary period, employees shall not be disciplined without just cause.

Section 2. Handbook

All School Bus Drivers shall follow the Bus Drivers' Handbook. Revisions, if necessary, may be made by the supervisor following a conference with the Drivers and reviewing their input.

Section 3. Probationary and Regular

School Bus Drivers shall be classified in two (2) categories:

A. Probationary Regular

Any Driver in his/her first ninety (90) days of employment as a regular Driver.

B. Regular

Any Driver who has completed the probationary ninety (90) day period and is entitled to all benefits as provided for under the contract.

Section 4. Assignments

Job assignments shall be classified in three (3) categories:

A. Regular Route

A daily job assignment that is considered to be permanent and is eligible to receive employee benefits. These openings may be bid on by any regular or probationary regular Driver and are assigned according to seniority from highest to lowest. A regularly scheduled shuttle, kindergarten, CTE and Special Ed are considered a regular route.

1. Drivers may hold two (2) regular scheduled routes;
2. If a regular route changes from a long run to a short run, or from a short run to a long run, it shall not be rebid.

B. Extra Run

An extra run is defined as a daily, or in some cases, weekly job assignment occurring at times other than the regular route assignment. It is subject to bid on a seniority basis each year, cancellation or change at any time, and receives no employee benefits. Drivers are limited to one (1) extra run per school year until all other regular or probationary regular Drivers have refused it. The bidding will start at the top of the seniority list for each extra run. Extra runs will be paid for at the extra trip rate.

C. Extra Trips

Extra trips are authorized by the Administration for class field trips, sports, etc. These are posted on a roster trip board, signed for by each Driver, and then assigned according to turn.

Section 5. New Drivers

A. All new Drivers shall be given behind-the-wheel instruction prior to assuming a regular or substitute assignment. Instruction will be given by the Transportation Supervisor or his designee. Designee is not to be regularly employed as a White Piegion Bus Driver.

The amount of instruction time spent with the new Driver shall be optional with the instructor. All new Drivers shall be registered for the mandatory three (3) days of School Bus Driver Safety Training before assuming duties as a regular or substitute, as required by law.

B. Physical examination will be paid for after the new Driver has actually worked for the school system. The financial contribution of the Board for physical examinations will be sixty-five dollars (\$65.00) maximum for each required physical exam for both new Drivers and regular Drivers.

C. Pay for schooling will be made after the new Driver has finished his/her probationary period.

D. New Drivers shall be trained in the bus assigned to the specific route before taking the regular route.

Section 6. Probationary Drivers

A. Probationary regular Drivers shall not be eligible for extra trip rotation until the expiration of the probationary period, unless all regular Drivers have refused the trip. The trip shall be offered to probationary regular Drivers before it is given to a substitute Driver. Immediately following the expiration of the probationary period, such Drivers will be placed on the rotation by seniority for extra trips as they become available.

B. The probationary period may be waived in the case of a new Driver who has served the District for a school year or more as a substitute Driver, or was previously employed by another District as a regular Driver.

Section 7. Extra Trips

A. Adult chaperones, other than the Drivers, are mandatory on all extra trips. In such cases, the Bus Driver's responsibility for students ends when reaching the destination and resumes at the start of the return trip. Teachers/coaches will ride on all extra trips which includes students for whom they are responsible.

B. The assigned person shall coordinate the scheduling of extra trips and the assignment of Drivers on the seniority basis. When the Driver cannot take the trip, it shall be passed down the seniority list. To be fair to each Driver, there shall be no trading of trips or giving trips to other Drivers. Such trips and Driver assignments shall be posted in the bus garage. All extra trips scheduled with less than two (2) working day's notice shall be subject to a ten dollar (\$10.00) premium for the Driver assigned to the trip, and will be awarded as per trip board rotation. Any perceived violations of this provision shall be presented to the immediate supervisor for resolution prior to being submitted to the Grievance Procedure. Drivers giving up their regular route to drive an extra trip shall receive an additional twenty dollars (\$20.00) for the trip.

C. When driving on local extra trips, Drivers may use the bus which is normally assigned to them for daily routes unless their bus is needed for a longer trip (over fifty [50] miles). On trips farther than fifty (50) miles, newer buses, assigned by the Transportation Supervisor or his designee, may be used.

D. Drivers who have accepted extra run assignments may not deviate from that assignment for the purpose of driving another run unless deemed necessary by the Supervisor of Transportation.

Section 8. Vacancies/Substitutions

A. All Bus Driver vacancies shall be offered first to regular employed Drivers on a seniority basis, the top seniority Driver having first choice, second high seniority having second choice, etc. Any regularly scheduled route vacancy will be posted within thirty (30) days from the date of vacancy, provided the Board has authorized the filling of such position. There is no seniority status for substitute Drivers. Selection of replacement Drivers, if no seniority choices are made, shall be the prerogative of the Board of Education through their representative in charge of transportation, or the Superintendent of Schools. The same procedure shall apply to extra runs, but implies that no one Driver may have more than one run unless additional runs are refused by Drivers on the seniority basis. The notice shall contain the title of the route or run, and the deadline for application for same. Such notices do not go to personnel on substitute runs. All extra daily runs occurring between the regular a.m. and p.m. routes, and excluding the regular salaried routes, regardless of the nature, shall be assigned by rotation on a seniority basis as outlined in Division IV, Article XVII, Section 4(B).

B. Bus Drivers may bid on any vacant route. The filling of any vacancy shall be subject to a ten (10) working day probationary period. If the Driver's performance during this time is found to be unsatisfactory by the Board or designee, for any reason, the Driver shall be returned to the original route assignment without prejudice. If the Driver chooses to return to his/her original route, he/she will be allowed to do so during the probationary period.

C. Bus Drivers dropping a regular route to work as a substitute may retain seniority as of that resignation date, providing that the persons remain available for work when called. This person will only be able to return to the bargaining unit and bid on routes when a vacancy occurs.

D. When a regular Driver needs a substitute they may choose to arrange for their own substitute, or they may contact the supervisor to call a substitute. The supervisor must be informed by the regular Driver of all substitute arrangements and the supervisor shall have the authority to modify (change) all substitute assignments in emergencies or assignments of thirty (30) days or longer. In case of a regular Driver having more than one route that needs a substitute, any of the runs that could be covered by another regular Driver will first be filled by a regular Driver. If there is no regular Driver available, it will be offered to a probationary regular Driver, then to the substitute who is filling the position of the regular route. If that substitute is not available, it will be offered to another substitute.

Section 9. Act of God

If any regular runs are cancelled due to an Act of God (inclement weather, etc.) the affected employee will receive his/her regular route or hourly rate for a maximum of five (5) cancelled days with any subsequent make-up days not being paid.

Section 10. Bus Routes

A. Every effort will be made to adjust all school bus routes to be as equal as possible within each type of route (long route, short route, Spec Ed, etc.). The supervisor will meet with the Drivers to adjust the routes to be as equal as possible during the month of September.

B. In the event of a route discontinuance, the lay-off procedure outlined in Division I, Article XII, will be followed. The Driver whose run has been discontinued shall have the right to the position of any Driver with less seniority.

Section 11. Students

A. Bus Drivers shall be notified by the Building Principal, through the Transportation Office, when students have been suspended from school, and the number of days, starting date and ending date, that the student(s) will not be eligible to ride any bus.

B. The bus ticket procedure will be followed by all Bus Drivers, Principals and the Transportation Director. If the student does not return the signed ticket, the Driver will be responsible for making one (1) parental/guardian contact. If there is still no response, it is the responsibility of the Transportation Director to make the parental/guardian contact. This contact will be made within five (5) working days of the time that the Driver makes the Transportation Director aware of the situation. If unforeseen circumstances make this contact impossible within the established timelines, the Transportation Director will notify the affected Driver.

C. Bus Drivers shall be informed in writing by the Building Principal or designee before allowing students to disembark at places other than the regularly established stop. Bus Drivers shall be informed in writing by the Building Principal or their designee before allowing students other than regular passengers to ride buses.

Section 12. Uniforms

The Board agrees to provide uniform jackets for each regular Bus Driver in accordance with the following schedule:

2008-2009	Spring Jacket
2009-2010	None
2010-2011	Winter Coat

The uniform jackets will all be the same, must be in school colors and have the school name on them.

Section 13. School Calendar

In the event the number of student days in the school year calendar are increased from one hundred eighty-two (182) days to a higher number, the additional days will be paid at the Driver's per diem rate, provided the Driver performs similar duties as he/she conducted during the one hundred eighty-two (182) days.

Section 14. Miscellaneous

A. A two (2) working day notice is to be given Drivers involved if buses are to be reassigned permanently.

B. It is mutually agreed that the in-servicing of Bus Drivers is an important element of the Transportation Department. Said in-service shall be designated with input of the Bus Drivers' representatives, and attendance at said in-service shall be mandatory and paid at the extra trip rate.

C. Video cameras will be placed inconspicuously in a bus without student's or Driver's knowledge. The viewing of a bus video shall be limited on a regular basis to the Superintendent, Director of Transportation, and Bus Drivers. All other viewing must receive approval of the Superintendent of Schools, with notice given in advance to the Bus Driver, who will be given the opportunity to be in attendance. The Drivers may have Union representation at these meetings.

D. Drivers shall, when asked, drop off or pick up materials which need to be transferred between buildings. No materials which will endanger the safe operation of the bus, due to the nature of the materials or the space required, will be transported while students are on board. Drivers will not be responsible for the loading or unloading of said materials when students are on the bus, or when the size or weight of the materials would, in the opinion of the Driver, be excessive.

Section 15. 125 Plan

The Board shall provide a Section 125 Premium Conversion Plan. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code.

Members electing to use a premium conversion plan shall do so through a salary reduction agreement.

All cost relating to the implementation and administration of benefits under Section 125 shall be borne by the Board.

Section 16. Compensation

A. Retroactive

(For Work Year of 171-182 Days as Assigned by the Board)

	2008-2009	2009-2010
Extra Long Route+	\$12,318.17	TO
Long Route*	\$12,165.17	BE
Short Route	\$10,572.15	RE-OPENED
Pre-School	\$8,597.69	
Shuttle**	\$3,766.07	
Career Tech/Special Ed	\$15.90	
Extra Trips	\$10.61	
Minimum Trip	\$21.22	

+ Extra long route = five (5) hours or eighty (80) miles.

* Long route is defined as a run that takes a minimum of four (4) hours, or is more than fifty (50) miles.

** Prior to the beginning of a Shuttle, the Board will meet and confer with the Union to determine the conditions and wages.

B. Minimum trip pay shall be paid to substitutes when they ride to learn a route (one [1] time for each route - one [1] a.m., one [1] p.m.).

C. When a Driver is asked to drive a trip, and then does not have to make the trip and is not notified of such, the Driver shall be paid for one (1) hour at the minimum trip rate. If such Driver was scheduled for standby service, the amount of payment shall be one-half (1/2) the minimum trip rate.

D. When driving multiple mini extra trips the same day, the pay will be made at the same rate as the minimum trip rate times the number of mini trips.

E. The Board may schedule for Administrative purposes up to five (5) mandatory staff meetings per year, not to exceed one (1) hour in duration. Regular Drivers shall not receive any additional compensation for these meetings. Hourly paid Drivers shall receive their hourly rate for all time attending these meetings. Any additional mandatory staff meetings will be paid at the extra trip rate.

F. Any time buses are not available and regular routes have to double up, the Driver shall receive fourteen dollars eighty cents (\$14.80) in addition to the regular route pay.

G. The school district will pay for the extra cost of drivers' license fees that are above the cost of a standard Operator's license.

H. Reimbursement for all fees will be paid to Drivers for all events.

I. Extra trips of two (2) or more hours, up to five (5) hours, will receive one (1) meal. Trips over five (5) hours will receive two (2) meals at a maximum of five dollars (\$5.00) per meal. On evening trips, one (1) meal at five dollars (\$5.00) per meal will be allotted, providing there is less than forty-five (45) minutes between the completion time of the regular p.m. route and the posted leaving time of the extra trip. Receipts must be turned in to the Transportation Office for meal reimbursement to occur.

J. Attendance Bonus

When a Driver has served the District for ten (10) years, and accumulated at least ninety (90) days of sick leave, that Driver shall receive pay for any day accumulated beyond the ninety (90) days according to the current contract. When a regular Driver completes the entire school year with perfect attendance and does not qualify for the attendance bonus of having ninety (90) unused sick days, he/she shall qualify for a bonus stipend of one hundred dollars (\$100.00).

Division Five

The provisions in this Division are for all employees employed in any position represented by the Union.

ARTICLE XVIII

NEGOTIATIONS, COMMITMENT, LAW AND DURATION

Section 1. Negotiations

A. Negotiations for a successor agreement between the parties shall commence at a reasonable time prior to the expiration date.

B. The Board agrees that during the life of this Agreement it will not lockout members of the bargaining unit.

C. Employees who serve as negotiators will not be paid for work time missed while involved in negotiations.

Section 2. Commitment

A. The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. Non-compliance with this section may result in discipline as determined by the Board.

B. The Board agrees that during the life of this Agreement it will not lockout members of the bargaining unit.

Section 3. Laws

If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

Section 4. Duration

This Agreement shall become effective on **July 1, 2008**, and shall terminate (expire) on **June 30, 2010**. This Agreement will be reopened for wage negotiations on June 30, 2009. This Agreement may be extended by mutual agreement between the Board and the Union. In the event the Agreement is extended by such agreement, it shall be placed in writing and signed by the Board and the Union.

**WHITE PIGEON COMMUNITY
SCHOOLS**

Beverly J. Soriter

Roger L. Stray Jr.

Ronald Dzewick

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

Philip Schloop
Philip Schloop
Business Manager

Rick Loos
Rick Loos
President

Kevin Seiler
Kevin Seiler
Recording-Corresponding Secretary

Cynthia Takace
Cynthia Takace

David H. Eckert
David Eckert

Sue Wagner
Sue Wagner

