

MASTER AGREEMENT

between

Akron-Fairgrove Schools

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 547 – A, B, C, E, H – AFL-CIO

CUSTODIAL CONTRACT

July 1, 2005 – June 30, 2008

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ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

SECTION 1

Union Recognition

A. The Employer herein recognizes the union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.

B. The term "employee" as used herein shall include all employees listed on Salary Schedule A, but shall specifically exclude supervisors and substitute employees.

SECTION 2

Agency Shop

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board; or
2. Pay to the Union a monthly service fee of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board.

B. Employees who elect not to be a member of the Union may comply with this Article by signing an "Authorization for Deduction of Service Charge" form.

C. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.

For the purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

D. In the event the union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

E. Either party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

F. The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) days of the receipt of such notice the Board shall terminate the employment of such employee. Such termination shall not be subject to the Grievance Procedure.

G. The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee who may be terminated in accordance with this Article and who later contests the Agency Shop provisions of this Article, providing that the Board has notified the Union within thirty (30) calendar days of such formal written complaint from an employee contesting such discontinuance of employment.

SECTION 3

Check-Off

A. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deductions not in accordance with this provision.

B. A properly executed authorization form for check-off of dues or the service charge must be received by the Board from the employee for whom the Union membership dues or the service charge is being deducted before any payroll deductions are made.

Deductions shall be made thereafter only after authorization for check-off or service charge forms have been properly executed and are in effect.

Any such forms that are incomplete or in error will be promptly returned to the Union of the employee depending upon where it came from for correction.

C. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in two (2) equal installments from the first (1st) two (2) pays of the month and each month thereafter throughout the term of this Agreement.

D. Such dues or service fee as deducted shall be forwarded to the Union forthwith, but in no event later than the fifteenth (15th) day of the month following the month in which deductions are made.

E. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit. Local 547 will be notified by the Board or its designated representative of the names of such employees.

F. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

G. Any dispute arising as to any employees membership in the Union shall be reviewed by a designated representative of the Board and a representative of the Union, and if not resolved may be referred to the Grievance Procedure. However, the employee may be retained at work while the dispute is being resolved.

ARTICLE III

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize instigate, cause, aid, encourage, ratify or condone, or shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE IV

BOARD RIGHTS

SECTION 1

The Board, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including but not limited to, the generality of the foregoing the right:

A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.

SECTION 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and 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 the Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

SECTION 3

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE V

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin or sex.

It is the policy of the Akron-Fairgrove Schools that no persons shall be subjected to unlawful discrimination in employment or any of its programs or activities on the basis or age, sex, race, color, national origin, religion, height, weight, marital status, or handicap which is unrelated to the job or program, or cannot be reasonably accommodated.

The Akron-Fairgrove Schools has designated the Superintendent, Akron-Fairgrove Schools; 2800 N. Thomas, Fairgrove, MI 48733; (517) 693-6163, to coordinate compliance activities and investigate complaints of noncompliance for Section 504; and the Principal of the Akron-Fairgrove Jr/Sr High School; 2800 N. Thomas, Fairgrove, MI 48733; (517) 693-6112, to coordinate compliance activities and investigate complaints of noncompliance for Title IX.

ARTICLE VI

STEWARDS

SECTION 1

The employees may be represented by a Chief Steward, who shall be selected in a manner determined by the employees and the Union.

SECTION 2

Reasonable arrangements will be made to allow the Chief Steward time off without loss of time or pay for the purposes of investigating grievances and to attend grievance and negotiation meetings.

ARTICLE VII

VISITATION

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

ARTICLE VIII

TRANSFERS AND PROMOTIONAL PROCEDURES

SECTION 1

Notices of all vacancies and newly created positions covered by this Agreement shall be posted in each building or by written notification to each member of the bargaining unit within thirty (30) working days of the vacancy. The employees shall be given five (5) working days to apply. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the jobs involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

SECTION 2

Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.

SECTION 3

Temporary transfers shall be for a period of no longer than forty (40) working days.

ARTICLE IX

SENIORITY

SECTION 1

Employees shall be regarded as probationary employees for the first (1st) ninety (90) days of active employment of which sixty (60) must occur while school is in session. Lay-off or discharged probationary employees shall not have recourse to the terms of this Agreement.

SECTION 2

Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.

SECTION 3

Employees shall be laid-off, recalled or demoted accordingly to their seniority in their classifications. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee, provided the senior employee is qualified to hold the position held by the least senior employee. Employees on lay-off shall retain recall rights for a period of two (2) years from the date of lay-off.

An employee will lose his/her seniority for the following reasons:

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

SECTION 4

Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence not to exceed one (1) year, shall not accumulate seniority during his/her leave of

absence and at the end of such leave, shall be entitled to resume his/her regular seniority status and all job and recall rights.

SECTION 5

Seniority shall be retained, but not to accumulate for an employee who is transferred to a supervisory position.

SECTION 6

During his/her term of office the Chief Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided he/she is qualified to do the required work. The Chief Steward shall not have shift of job preference because of his/her position as Chief Steward. He/she may bid on any job qualified for. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

ARTICLE X

NEW JOBS

SECTION 1

When new full-time jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such jobs. Part-time jobs are not covered by this Article.

SECTION 2

The new classification and rate of pay shall be considered temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day time period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

ARTICLE XI

DISCIPLINE-DISCHARGE

Dismissal, suspension and/or other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union Steward. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, use of illegal substances, dishonesty, insubordination, willful violation of agreed upon rules, falsifying a time card, after continued unsatisfactory job evaluations, or theft.

ARTICLE XII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency. The School District may use summer help from May 15th to September 15th if no employees in the bargaining unit are on involuntary lay-off or reduced hours.

ARTICLE XIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule A, but the employer may, at its option replace full-time positions with part-time positions as a result of a departing full-time employee (it is understood, that for the life of this agreement that, a minimum of two full-time maintenance/custodian positions will be maintained regardless of created vacancies also, there will be a maximum of two part time custodial positions.) nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement. In the event the Employer is unable to hire employees in the classification covered by this Agreement, this clause shall not prevent the filling of such vacancies by contracting or subcontracting. Upon retirement of the bus mechanic, the Union will negotiate any options the Board presents in completing the non-grounds maintenance and custodial work of this position.

ARTICLE XIV

LEAVE OF ABSENCE

SECTION 1

All leaves shall be limited to two (2) years, with additional leave at the discretion of the Board except as noted.

SECTION 2

An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed two (2) years, provided he/she promptly notifies the Employer of the necessity therefore, and provided further that he/she supplies the Employer with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

SECTION 3

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

SECTION 4

Leaves of absence without pay may be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.

SECTION 5

Whenever an employee shall become pregnant she shall furnish the Employer a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would so indicate that she no longer can perform her normal duties, she shall immediately be granted a leave of absence without pay, if requested. An employee shall return to work at her former position when her physician would so indicate in writing that she is physically able to resume her normal job duties.

SECTION 6

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.

SECTION 7

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

SECTION 8

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

ARTICLE XV

GRIEVANCE PROCEDURE

STEP 1

- A. An employee having a grievance shall present it orally to his/her supervisor within five (5) working days of becoming aware of said grievance.
- B. If the grievance is not settled orally the employee, within twenty-four (24) hours, may request the supervisor to call the Steward.

STEP 2

- A. The Steward shall reduce the grievance to writing and indicate the alleged Contract violation and remedy desired.
- B. The aggrieved employee and his/her supervisor shall sign the grievance.
- C. The grievance shall be submitted to the **Building Principal** within five (5) working days from the date of Step One (A) above.

STEP 3

- A. The Steward shall meet with the **Building Principal** to discuss the grievance within five (5) working days of its written submission to the **Building Principal**.

B. The **Building Principal** shall give his/her decision in writing within ten (10) working days from the date of his/her meeting with the Steward.

STEP 4

Any appeal of a decision rendered by the **Building Principal** shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the **Building Principal** was not satisfactory. The Superintendent shall issue his/her decision in writing to the Union within five (5) working days of the meeting between the Superintendent and the Union Representative.

STEP 5

Any appeal of a decision by the Superintendent shall be presented to the Board of Education or its designee within five (5) working days from the date of receipt of the Superintendent's decision and the Board or its designee shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory. The Board shall issue a decision in writing to the Union within five (5) working days of the meeting between the Board and/or its designee and the Business Representative of the Union.

STEP 6

If in the event a grievance is not satisfactorily settled at the above Step within fifteen (15) working days of receipt of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on appeal, the appealing party may submit within fourteen (14) working days for the date of appeal, the grievance to the Michigan Employment Relations Commission for selection of an arbitrator in accordance with their rules. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new Agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents thereto to the parties without decision. The filing fees and expenses of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties; each party shall be responsible for the expenses of the witnesses that it may call. The time limits provided for in this Article shall be strictly observed, but may be extended by written agreement of the parties.

ARTICLE XVI

HOURS AND WORK WEEK

SECTION 1

Job Classifications Defined

A. **Full-time Maintenance/Custodian:**

An employee who is employed up to eight (8) hours per day/40 hours per week. Assignments include both maintenance and custodial duties as determined by the Superintendent.

Part-time Maintenance/Custodian:

An employee who is employed six and one-half (6 ½) hours or less per day or thirty-two (32) hours or less per week. Assignments include both maintenance and custodial duties as determined by the Superintendent.

Probationary:

An employee who is employed to fill a full-time or part-time position for a trial period of ninety (90) days of which sixty (60) days must occur while school is in session.

Substitute:

An employee who is employed to fill a full-time or part-time position on a per diem/hourly basis while the full-time, part-time, or probationary employee is absent from work.

B. The regularly scheduled work week shall begin at 12:01 a.m. Monday and one-hundred-sixty-eight (168) hours thereafter.

C. The normal work week shall consist of forty (40) hours.

D. The normal work day shall be eight (8) consecutive hours.

SECTION 2

A. Overtime rates shall be paid as follows:

1. Time and one-half (1 ½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

2. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1 ½) his/her regular rate or a

minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater. Employees shall not refuse emergency maintenance or cleaning call-ins. Coverage of scheduled events involving call-in shall be arranged by the mutual agreement of the men/women in the building. If agreement cannot be reached, the lowest seniority employee in the building may be assigned. A custodian will be on duty to cover non-school sponsored activities. Meetings involving school personnel, practices (athletic and school sponsored activities) and athletic scrimmages over the Christmas holiday, do not need a custodian on duty.

SECTION 3

Distribution of Overtime

All members of the bargaining unit in each building site shall be eligible for overtime by mutual agreement of the people at that site. If agreement cannot be reached, the least senior employee at that site may be assigned the duty.

SECTION 4

Shift Differential

Employees who are regularly scheduled for more than four (4) hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of ten cents (\$.10) per hour for all hours worked that day. Employees who are scheduled for more than four (4) hours of work between 12:00 midnight and 8:00 a.m. shall receive a shift differential of six percent (6%) for the hours worked that day. An employee's regular working hours shall not be changed for the purpose of avoiding the payment of overtime through the assignment of split shifts.

SECTION 5

Rest Periods

- A. All employees covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period during the first (1st) four (4) hours of work, and one (1) fifteen (15) minute paid rest period during the second (2nd) four (4) hours of work at a time designated by the Building Principal.
- B. All employees covered by this Agreement shall receive a one-half (1/2) hour paid lunch period to be taken at a time designated by the Building Principal, but shall not leave the premises and shall remain on call if needed during said lunch period.

SECTION 6

Inclement Weather Provision

If the employee is not able to report to work during a snow storm, or on days that school is closed due to inclement weather, he or she shall notify the Building Principal, or his designee prior to the start of his or her shift.

The employee may be requested to report within two (2) hours later than the normal starting time when school is closed due to inclement weather. The two (2) hours shall count as two (2) of the eight (8) hour shift.

The employee shall be paid for all days missed due to inclement weather when school is closed. When the Superintendent directs employees not to report or sends them home early, they shall receive credit for those hours as if they had worked.

SECTION 7

Outside Assistance

Family members, friends and community members are not allowed to assist employees with their work.

A request for volunteer community or student assistance for evening activities may be approved in writing by the administrator involved with the activity.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

SECTION 1

Sick Days

- A. Each full-time employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of twelve (12) days per year to a total accumulation of one-hundred and eighty (180) days. Part-time employees will be entitled to one sick leave day (equivalent to length of day assigned) per month worked to a total accumulation of ninety (90) days.
- B. Upon separation after five (5) or more years of continued service a full-time employee will be paid the following:
 - 1. Each day of unused sick leave will be paid at a rate of twenty-five percent (25%) of current daily rate.
 - 2. In the event of death, benefits will be paid to a beneficiary selected by the full-time employee or to his/her estate.
 - 3. Any full-time employee discharged by the Board for just cause shall not be eligible for the above benefits.

SECTION 2

Family Illness

Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave not to exceed five (5) days shall also be granted when a member of the immediate family of the employee is ill and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his/her employment position would jeopardize the health of others.

SECTION 3

Death

A. All employees shall be granted four (4) working days off with pay for a death in the employee's immediate family. The immediate family shall include spouse, children and parents.

B. Employees shall be granted one (1) day off with pay to attend funerals of grandparents, brothers, brothers-in-law, sisters, sisters-in-law, mothers-in-law and fathers-in-law. When the employee has the responsibility for making funeral arrangements for the above, he shall be granted an additional two (2) days off with pay.

SECTION 4

Personal Business Days

Full-time employees shall be allowed three (3) personal business days per year. The three- (3) personal business days are non-chargeable to sick leaves. Personal business days not used shall be added to employee's sick leave bank each July 1.

SECTION 5

Records

Records of sick leave accumulated and taken shall be available to the employee or the Union request.

SECTION 6

Doctor's Permit to Return to Work

Employees on sick leave for five (5) consecutive work days must have a doctor's written permit to return to work.

ARTICLE XVIII

HOLIDAYS

SECTION 1

Paid Holidays

The employer will pay full-time employees up to eight (8) hours (or normal hours worked) pay for the following holidays, even though no work is performed by the employee.

Memorial Day

Labor Day

Good Friday

Independence Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Employees Birthday (Floating day if

Mutually agreed)

SECTION 2

A. A custodian shall be responsible for the checking of the buildings as requested by the administration. The checker shall be paid one (1) hour pay per day at the regular pay rate. Overtime shall not apply.

B. Scheduled days for checking the building will be established at least one (1) week in advance. Emergency situations are not subject to the one (1) week notice and will be paid at the overtime rate.

SECTION 3

Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

SECTION 4

If a full-time employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.

SECTION 5

Full-time employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, except when he/she works on the holiday.

SECTION 6

If the scheduled holiday falls on a Saturday or Sunday, the Board shall have the right to observe the Friday prior to the holiday or the Monday following the holiday as the scheduled holiday off with pay or another day mutually agreeable between the Board and the Union.

ARTICLE XIX

INSURANCE BENEFITS

SECTION 1

The Employer shall pay the full cost of hospitalization insurance (Medical Plan POC Option 1 with \$10/\$20 CMK Monthly Premium) with Master Medical Rider for each full-time employee and their dependents. The Board shall provide a ten-dollar (\$10.00) co-pay drug benefit plan. The Board shall reimburse up to \$30 per month of co-pay for drug benefit plan with proof. (Receipt)

The Board shall continue to pay the health insurance premiums for two (2) months following the month during which the full-time employee takes a leave of absence because of illness; or retirement for employees with five (5) or more years of service.

SECTION 2

Life Insurance Policy

The Employer shall provide to each full-time employee covered by terms of this Agreement a ten thousand dollar (\$10,000.00) life insurance policy, with premiums of such insurance to be paid by the Employer.

SECTION 3

Long Term Disability Insurance

The Board will provide, without cost to each eligible full-time member, long term disability insurance. Benefits to be paid at sixty-six and two-thirds percent (66-2/3%) of salary up to a monthly maximum of two thousand five hundred dollars (\$2,500.00) and shall begin after the expiration of ninety (90) calendar days. Coverage after age sixty-five (65) will be in accordance with the provisions of the carrier.

SECTION 4

Dental Insurance

The Board shall provide, without cost to each eligible full-time member and their dependents, dental insurance. The plan to be Traditional Plus Dental Coverage from Blue Cross and Blue Shield. For more details, see Benefits-at-a-Glance. (Attachment A)

SECTION 5

Selection of Carriers

The selection of the insurance carriers shall be made by the Board.

SECTION 6

Full-time employees, spouses, or dependents of full-time employees who are insured with health or dental plans provided through the Employer of spouse or another source, shall not be entitled to the health and dental insurance coverage programs. The full-time employee shall certify to the Superintendent that they do not have such double coverage prior to being enrolled in the insurance programs provided by the Board of Education. Any full-time employee losing coverage through the Employer of spouse may elect to pick up health and/or dental plans immediately. The full-time employee must notify the Board immediately of loss of coverage. This provision applies only to full-time employees hired after July 1, 1990 and not to any of the current members of the bargaining unit.

SECTION 7

Vision Insurance

The Board shall provide, without cost to each eligible full-time member and their dependents vision insurance. The plan to be Blue Vision Insurance Care Coverage from Blue Cross and Blue Shield. For more details, see Benefits-at-a-Glance. (Attachment B)

ARTICLE XX

PRO-RATED BENEFITS

Employees who are regularly scheduled to work less than eight (8) hours a day/40 hours/week but more than 6.5 hours a day/32 hours/week and are covered by the terms of this Agreement, shall receive a pro-rated portion of all benefits under this Agreement based on the number of hours they work.

ARTICLE XXI

VACATIONS

SECTION 1

Vacation Time

- A. All full-time employees covered by this Agreement who have completed one to two (1-2) years of service shall receive one (1) week vacation with pay; after three to six (3-6) years of service said employee shall receive two (2) weeks vacation with pay; after seven to fifteen (7-15) years, three (3) weeks vacation with pay; after sixteen to nineteen (16-19) years of service, four (4) weeks vacation with pay; and after 20 plus years, five (5) weeks vacation with pay.
- B. A part-time employee covered by this Agreement who has completed one (1) year of service shall receive one (1) week vacation with pay; after five (5) years of service said employee shall receive two (2) weeks vacation with pay.
- C. All vacation requests must be submitted two (2) weeks in advance and must be approved by the Superintendent.
- D. Employees shall be allowed to use approved vacation time during holiday periods.
- E. Only one member may be on vacation at any given time unless approved by the Superintendent.

SECTION 2

Eighty Percent (80%) of Scheduled Working Hours

To be eligible for a full vacation, a full-time employee or a part-time employee must have worked eighty percent (80%) of his/her regularly scheduled working hours for the year establishing eligibility.

SECTION 3

School Days

- A. Upon approval of the Superintendent, and providing a qualified substitute is available, a full-time employee may take three (3) days off without pay during the school year to be used for vacation purposes.
- B. Upon proper application, the superintendent at his/her discretion may approve vacation days for use by an employee during the school year. The employee must submit application for such leave on the proper forms at least ten (10) working days prior to the commencement of such leave, except in cases of provable emergency.

SECTION 4

Pro-Ration of Vacation Days

Full-time employees terminating employment, or failing to qualify for full vacation, or on a leave of absence, shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.

SECTION 5

Approval of the Superintendent

Vacations to be scheduled and approved by the Superintendent of Schools. Unused vacation time cannot be carried over from one (1) year to the next unless approved in writing by the Superintendent of Schools.

ARTICLE XXII

JURY DUTY

SECTION 1

Thirty (30) Calendar Days

Each employee shall be entitled to a maximum of thirty (30) days per calendar year for the purpose of serving jury duty.

SECTION 2

Re-assignment

The employee must make every effort to be reassigned to a time not to conflict with his/her regular working hours, or be excused from service and the Board shall have the right to request that the employee be excused.

SECTION 3

Completion of Shift

In the event the employee does not serve a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.

SECTION 4
Reimbursement

The employee shall be reimbursed the difference between jury pay and his/her straight time pay for his/her regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section (1) above.

ARTICLE XXIII

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

SECTION 1

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

SECTION 2

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

SECTION 3

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XXV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI

TERMINATION AND MODIFICATION

SECTION 1

This Agreement shall continue in full force and effect until June 30, 2007

SECTION 2

If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.

SECTION 3

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SECTION 4

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219; and to the Employer addressed to Akron-Fairgrove Schools, 2800 N. Thomas Road, P.O. Box 217, Fairgrove, Michigan 48733, or to any other such address the Union or the Employer may make available to each other.

SECTION 5

The effective date of this Agreement is July 1, 2005.

MISCELLANEOUS

SECTION 1

Supervision of students practicing sports shall not be the responsibility of the custodians.

SECTION 2

When the day custodian is off work due to illness or other reasons, the night custodian shall, when available for work, be assigned the day shift.

SECTION 3

All employees bound by this Agreement who drive a school bus for the Akron-Fairgrove Schools will be placed in bus driver category "B". They will receive 66 2/3% the rate of other drivers (category "A") multiplied by an overtime rate (1 1/2) to establish their bus driving rate. At no time may their bus driving rate exceed the rate paid to bus drivers in category "A".

SECTION 4

As a past practice, the members of the Operating Engineers Bargaining Unit have received their lunch in the school cafeteria on days when school is in session without cost to the employee. It is hereby understood that this practice will continue during the life of the new contract.

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

AKRON-FAIRGROVE SCHOOLS

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

Secretary, Board of Education

Business Manager

President, Board of Education

President

Recording Corresponding Secretary

LETTER OF UNDERSTANDING

It is agreed and understood by the parties, the Akron-Fairgrove Board of Education and The International Union of Operating Engineers, Local 547 – A,B,C,E,H, - AFL-CIO, that during peak workloads and emergency situations, as determined by the Superintendent those persons working less then six and one-half hours per day (6 ½) under contractual agreement may work up to the number of hours scheduled as the full time custodial personnel.

**Board of Education
Akron-Fairgrove Schools**

**International Union of
Operating Engineers, Local 547**

By _____

By _____

**Superintendent
Akron-Fairgrove Schools**

By _____

Subscribed and sworn to before me
This _____ day of _____ 2005

Notary Public

My commission expires _____ 2005

LETTER OF UNDERSTANDING

During the summers of 2005, 2006, and 2007 any employees in the bargaining unit with the approval of the Superintendent, may elect to work four (4) ten-hour days per week. It is clearly understood that any employee taking a day off would be docked the equivalent hours-scheduled pay. The provision for overtime hours in the contract would apply only to work over ten (10) hours in a day or forty (40) hours in a week for employees electing this option. Article XVI, Section 2A.

Joseph Candela
Superintendent
Akron-Fairgrove Schools

Date

Daniel McCarthy
Business Agent
International Union of Operating
Engineers, Local 547, UAW-CIO

Date

**SCHEDULE A
WAGE SCHEDULE**

Full-time Maintenance/Custodian Classification Scale Rate

<u>03-04 = 2.7%</u>	<u>04-05 = 2.85%</u>	<u>05-06 = 1.75%</u>	<u>06-07 = 2%</u>	<u>07-08 = 1.25%</u>
\$15.46	\$15.90	\$16.18	\$16.50	\$16.71

Full-time Bus Mechanic/Ground Maintenance Classification Scale Rate

<u>03-04 = 2.7%</u>	<u>04-05 = 2.85%</u>	<u>05-06 = 1.75%</u>	<u>06-07 = 2.0%</u>	<u>07-08 = 1.25%</u>
\$16.06	\$16.51	\$16.79	\$17.12	\$17.33

New Full-time Hire Step Rates

		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
		<u>1.75%</u>	<u>2.0%</u>	<u>1.25%</u>
Hire	70% of Scale	11.33	11.56	11.70
Six Months	75% of Scale	12.13	12.38	12.53
One Year	80% of Scale	12.94	13.20	13.37
Two Years	90% of Scale	14.51	14.86	15.04
Five Years	100% of Scale	16.18	16.50	16.71

- Part-time maintenance/custodian employees would receive 50% credit towards seniority towards new full-time hire scale after 90-day probation if hired full-time.

Part-time Maintenance/Custodian Classification Scale Rate

<u>02-03 65%</u>	<u>03-04 65%</u>	<u>04-05 65%</u>	<u>05-06 65%</u>	<u>06-07 65%</u>	<u>07-08 65%</u>
\$ 9.78	\$10.05	\$10.34	\$10.52	\$10.73	10.86

New Part-time Hire Step Rate

90% of Scale during the probationary period

The 3rd year of this contract will be opened for health and wages negotiations only.