

AGREEMENT

between the

**VASSAR PUBLIC SCHOOLS
BOARD OF EDUCATION**

and the

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

**CUSTODIANS
BARGAINING UNIT**



JULY 1, 2009 - JUNE 30, 2012

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CUSTODIANS

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AGREEMENT

Entered into this 1st day of July, 2009, between the Board of Education of the Vassar Public School District, 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 I PURPOSE

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

ARTICLE II RECOGNITION

(a) Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rate of pay, wages, hours, and other terms and conditions of employment.

(b) The term "employee" as used herein shall include all head custodians and custodians; excluding supervisors and all other employees.

ARTICLE III UNION SECURITY

Section 1.

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of the Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

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

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

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

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

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

Section 2. Check-off

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

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

**ARTICLE IV
BOARD RIGHTS**

- A. The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and the activities of its employees.
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Law and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are suspended 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
NO STRIKES**

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, nor shall any member take part in any strikes, 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 VI JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency. This clause shall not limit the Board's right to utilize substitute employees or student help to perform bargaining unit work which they have historically performed in the past. The use of student labor shall not be used to permanently replace or displace an employee covered by the terms of this Agreement or shall the use of student labor result in the reduction of work force that is presently in effect or in the event of the extension of services shall student labor be used to perform work covered by this Agreement.

ARTICLE VII NEW JOBS

- A. When new jobs or essential changes in existing jobs are placed in operation during the term of this Agreement and they cannot be placed properly 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 the pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter 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. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving of the matter throughout the grievance procedure, the new classification shall be added to and become a part of this Agreement.
- C. Under no circumstances will the Employer be required to bargain job descriptions.

**ARTICLE VIII
SENIORITY**

- A. A newly hired employee, or an employee upon entry into the bargaining unit, shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue. Seniority for part-time employees will be pro-rated.
- C. Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.
- D. Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee.
- E. An employee will lose his/her seniority for the following reasons:
1. He/she resigns from a classification covered by this Agreement.
 2. He/she is discharged for cause and not reinstated through the Grievance Procedure.
 3. Upon normal retirement.
- F. The bargaining unit seniority which was accumulative as of the date the employee is assigned to a Supervisory position shall be retained for an employee who accepts a Supervisory position dealing with classifications covered by this Agreement.

**ARTICLE IX
NON DISCRIMINATION**

- A. The Employer 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, sex, age or national origin.
- B. It is agreed that if an employee files for a remedy outside the Grievance Procedure during the pendency of a grievance, the grievance shall be considered void.

**ARTICLE X
DISCIPLINE AND DISCHARGE**

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days form the date of such disciplinary action.
- B. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Reasonable rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant.
1. Unauthorized or excessive unexcused absence from work;
 2. Commitment or conviction of any criminal act;
 3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incompetency or inefficiency;
 6. Insubordination;
 7. Bringing intoxicants or narcotics into or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;

8. Neglect of duty;
 9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
 10. Willful violation of any provision of this Agreement;
 11. Deliberate falsification of records and reports.
- D. All dismissals and suspensions shall be without pay unless changed through Grievance Procedure.

ARTICLE XI VISITATION

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

ARTICLE XII STEWARDS

- A. Employees may be represented by a chief steward and a designated assistant steward, whose identity shall be made known to the Employer.
- B. The steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made by the steward with his/her immediate supervisor.
- C. Any new employee shall be introduced to the chief steward before starting to work or else the steward shall be supplied the following information within the employee's first week of employment: Name, address, social security number, classification, job location and shift assignment.
- D. During his/her term of office, the chief steward shall be deemed to head the seniority list for the purpose of shift preference, layoff and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

**ARTICLE XIII
TRANSFER AND PROMOTIONAL PROCEDURE**

- A. Notice of all vacancies and newly created positions shall be posted on the employees' bulletin boards within one (1) pay period from the date of the vacancy, and the employee shall be given five (5) working days time in which to make application. The senior employee making application shall be transferred to fill the vacancy or new position and shall be given a thirty (30) day trial period, provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work; the starting date; the rate of pay; the hours to be worked; and the classification.
- B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position to which he/she is transferred or the pay rate of the position from which he/she is transferred, whichever is the greater.
- C. Temporary transfers shall be for a period of no longer than sixty (60) calendar days, except in the event that both parties mutually agree to an extension of the sixty (60) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) calendar day time period, the position shall be considered an open position and posted for bidding from interested employees.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1.

- A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement.
- B. The time element in the steps can be shortened or extended by mutual written agreement.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- D. A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

- E. Any employee or union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the condition giving rise to the grievance, unless, the circumstance made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- A. Any employee having a grievance may present it in writing to his/her supervisor. In the event an employee desires that his/her steward be present, he/she shall make his/her request through the supervisor and the supervisor shall send for the steward. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing within three (3) working days.

STEP TWO

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his/her designated representative within five (5) working days of the date of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- B. The Superintendent or his/her designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them but not later than ten (10) working days following receipt of the appeal.
- C. The Superintendent or his/her designated representative shall then give his/her decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

STEP THREE

- A. If the appealing party is not satisfied with the disposition of the grievance by the Superintendent or his/her designated representative, then within ten (10) working days from the date of receipt of the decision rendered by the Superintendent, the grievance must be submitted in writing to the Board of Education.

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- B. The Board or its designated representatives shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than twenty (20) working days following receipt of the appeal.
 - C. The Board or its designated representatives shall give their decision in writing to the Business Representative of the Union within ten (10) working days of the meeting.

STEP FOUR

The grievance must be settled within ten (10) working days of the response at Step Three or the Union may proceed to the State Mediation Board for mediation. In such case, a grievance unresolved in mediation may be referred to arbitration within ten (10) working days from the conclusion of the mediation procedure.

STEP FIVE

- A. In the event the grievance is not satisfactorily resolved at Step Four, then within ten (10) working days from the date of receipt of the recommendation at Step Four, the grievance must be submitted to Arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within five (5) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association whose rules shall govern the arbitration process.
- C. The Arbitrator, the Union or the Employer may call upon any person as witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that or any of the parties hereto.
- F. The filing fees and the per diem fees of the Arbitrator shall be shared equally by the parties.
- G. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the hearing. The decision of the Arbitrator will be binding upon all employees, the Employer and the Union.

**ARTICLE XV
LEAVES OF ABSENCE**

A. Sick Leave

1. On July 1st of each year, each employee covered by the terms of this Agreement shall be credited with twelve (12) sick days. Sick days not used will accumulate from year to year, with a maximum of 180 days on accumulation.
2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, sickness due to pregnancy, injury or for medical, dental or optical examination or treatment.
3. The employee shall be responsible to notify his/her immediate supervisor as soon as possible each day when sick. (When possible, immediate supervisor should be notified by 12:00 Noon for the second shift and by 3:00 p.m. for the third shift.)
4. All requests for prolonged sick leave must be submitted to and approved by the Superintendent or his/her designated representative.
5. The Board, at any time, at its expense, may require an employee to submit to an examination by an independent physician.
6. After the fourth consecutive working day of illness, an employee, upon returning to work, will be required to submit a doctor's slip verifying the illness.
7. After eight (8) days absence in any one (1) contract year, an employee must provide the Employer with a Doctor's statement, if requested by the Employer.
8. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
9. Upon separation from the Employer employees shall be paid the following amounts for their unused sick leave days up to a maximum of two hundred (200) days:

First fifty (50) days	\$15.00/day
Second fifty (50) days	\$25.00/day
Third fifty (50) days	\$35.00/day
Fourth fifty (50) days	\$45.00/day

B. Emergency Leave

1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:
 - (a) Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
 - (b) Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, adopted child, step-child.
2. Funeral leave shall not be deducted from sick leave:
 - (a) Death in the immediate family shall receive up to five (5) days off. The immediate family shall include mother, father, husband, wife, child, adopted child, step-child, step-parents, and parents-in-law.
 - (b) Death in the extended family shall receive up to two (2) days to attend the funeral of grandparents, grandparents of spouse, grandchildren, sister, brother, brother-in-law and sister-in-law.
 - (c) Employees working a part-time schedule will be eligible for up to two (2) days in both (a) and (b) above.

C. Personal Business

1. Employees, including part-time who work at least thirty (30) hours per week, will be entitled to not more than three (3) days each year for important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his/her regular working hours, subject to the discretion of the Superintendent.
2. Such time shall not be deducted from the employee's accumulated sick leave.

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3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his/her designated representative in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable.)
- D. Records of sick leave accumulation shall be made available to the employees or the Union upon request to the Superintendent or his/her designated representative.
- E. An employee, who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work 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 the length of his/her seniority or four (4) years, which is the least, provided he/she promptly notifies the Board 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 Board.
- F. Leaves of absence without pay shall 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.
- G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time training related to an employee's regular duties in an approved educational institution.
- H. A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such a pregnancy, the employee shall then be granted a leave of absence, for up to a period of not to exceed eleven (11) months. An employee shall be expected to return to work three (3) months after delivery unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.
- I. The reinstatement rights of any employee who enters the military service of the United States by reason of 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.

- J. 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.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the appropriate length of leave requested and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.
- L. An employee who is granted a leave of absence under the provision of this Article shall accumulate seniority and be entitled to return to work at his/her former position or a similar position.
- M. Family Medical Leave

A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence and paid vacation, which would otherwise be unpaid under the Act. However, if an employee uses paid time this will not extend the amount of time allotted under the Family Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provider certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this Section shall maintain contact with the Employer. Return to work shall be governed by the provisions of the contract. An employee who fails to return to work at the conclusion of a leave and their employment is terminated shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.

ARTICLE XVI HOURS AND WORK WEEK

Section 1.

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 144 hours thereafter.

Section 2. Overtime Rates will be paid as follows:

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

- B. Double time (2x) will be paid for all hours worked on Sunday.
- Time and one-half (1½) will be paid for all hours worked on Saturday, including part-time employees who work at least thirty (30) hours per week.
- C. No employee will be required to take time off from their normal work schedule during the week as a result of an employee having worked overtime hours in order to avoid payment of any overtime compensation by the Employer.
- D. All paid time shall be included in computing overtime.

Section 3. Work Day

The normal work day shall be eight (8) consecutive hours excluding a one-half (½) hour unpaid lunch period.

Section 4. Call Back Pay

Whenever an employee is called back 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 x) his/her regular rate of pay or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater. Regularly scheduled work hours shall not be considered call backs.

Section 5. Rest Periods

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

Section 6. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building among those employees who regularly perform such work provided they are qualified to perform such work. If the overtime is over eight (8) hours, it will be divided as equally as possible between two (2) employees. Saturday and Sunday overtime shall be first offered to eight (8) hour employees who are qualified and then to qualified part-time employees who work at least thirty (30) hours per week. In the event a sufficient number of employees are not willing to work overtime, the board has the right to force qualified employees to work starting with the lowest seniority employee in the bargaining unit.

Section 7. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 3:00 p.m. and 11:30 p.m. shall receive a shift differential of fifteen (.15¢) cents per hour for all hours worked on that day.

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 12:00 Midnight and 8:00 a.m. shall receive a shift differential of Thirty-five (.35¢) per hour for all hours worked that day.

**ARTICLE XVII
INSURANCE BENEFITS****Section 1. Hospitalization Insurance**

The Board will pay the full cost, up to full family coverage, for the AFL-CIO Public Employees Trust Insurance (MEBS BC/BS Flex Blue Plan with HRA funding in the amount of deductible levels for each employee covered by the terms of this Agreement.) The Board will also pay the full cost of the Rider. In the third year of this Agreement, if the cost of this program exceeds the cost of plan with Caremark Rx Rider \$5/\$10, the District can change to plan with the Rx \$5/\$10. (See Attached Addendum on Plan A & Plan B.)

Section 2. Optional Benefits

For employees not desiring hospitalization coverage, the Board shall pay up to Forty (\$40.00) Dollars a month towards optional benefits available under the MEBS insurance plan.

Section 3. Life Insurance

Employees covered by this contract shall have a total of Twenty Thousand (\$20,000) Dollars of Group Life Insurance, including the Five Thousand (\$5,000) Dollars of Life Insurance provided through the MEBS hospitalization insurance plan.

Section 4. Dental Benefits

The Board of Education will pay the full cost of Dental Insurance at current benefit levels.

Section 5. Vision Insurance

The Board of Education will provide Vision Insurance at current benefit levels.

Section 6. Selection of Carrier

The Board of Education reserves the right to self-insure or bid all insurance programs. In the event a change is made, the programs will be comparable. Prior to making a change, the Board of Education will discuss the change with the Union.

**ARTICLE XVIII
HOLIDAYS**

- A. Full-time employees who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee, providing such holidays fall during the normal term of their employment:

New Year's Day	Thanksgiving Day
Good Friday	Friday Following Holidays
Memorial Day	(Provided school is not in session)
July Fourth	Christmas Day
Labor Day	Christmas Eve Day
New Year's Eve Day	

When a holiday falls on a Saturday or Sunday, that holiday shall be scheduled on the nearest workday to it when school is not in session and which is not otherwise a holiday.

Part-time employees who work at least thirty (30) hours per week and who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee:

Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Day	July Fourth

- B. Employees required to work on any of the above named holidays shall receive time and a half (1 ½ x) for all hours worked in addition to the regular holiday pay.
- C. If an 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. An employee on sick leave on any of the above named holidays shall not have that day deducted from his/her accumulative sick leave.
- D. Employees off sick on the holiday, the day before or after the holiday may be required to submit proof of illness to receive holiday pay.

**ARTICLE XIX
VACATIONS**

- A. All full-time employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay; after six (6) years of service, said employee shall receive three (3) weeks vacation with pay; after the completion of twelve (12) years of service, said employee shall receive four (4) weeks vacation with pay; after 25 years of service, said employee shall receive five (5) weeks vacation with pay.
- B. An employee with two (2) years or more service voluntarily terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.
- C. One (1) week of vacation shall be granted to each custodian during the school year.

**ARTICLE XX
ACT OF GOD DAYS**

Employees who are not able to make it in to work on any day that is declared to be an Act of God Day by the Board, will be allowed to charge said time to sick leave up to a maximum of two (2) days per school year. Any employee shall be expected to notify his/her supervisor that he/she is not able to make it in to work. Employees may request a change in their starting time on a snow day. However, the request is subject to approval of their supervisor.

**ARTICLE XXI
UNIFORM CLOTHING ALLOWANCE**

The Board shall provide an annual uniform clothing allowance of Three Hundred Seventy-Five Dollars (\$375.00) per custodian/maintenance employee. Selection of uniforms and company must be approved by the Superintendent. Uniforms must be kept clean and neat. The Superintendent reserves the right to change individual custodians/maintenance employees from a clothing allowance to full service rental if misused.

**ARTICLE XXII
JURY DUTY**

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

**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
BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXV
SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

Section 1.

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

Section 2.

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

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXVI
FACILITY RESERVATION PROCEDURES**

When school facilities are used by any group and left unclean, the following procedure will be followed:

1. The Superintendent or his/her designee shall inspect the facility.

2. The most available custodian shall clean the facility and be paid one and one-half (1 ½ x) times his/her regular hourly rate.
3. The sum paid to the custodian shall be charged to the renter who left the facility unclean.
4. The custodian shall work the same number of hours in his/her regular shift after completion of the time and one-half (1 ½ x) assignment.

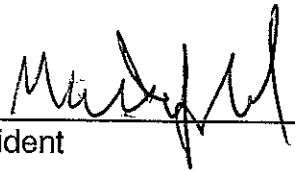
ARTICLE XXVII TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date given written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date given written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Vassar Public Schools, 220 Athletic Street, Vassar, Michigan 48768, or to any other address the parties make available to each other.
- E. The effective date of this Agreement is July 1, 2009.


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

VASSAR PUBLIC SCHOOLS

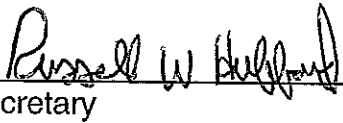
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547, AFL-CIO



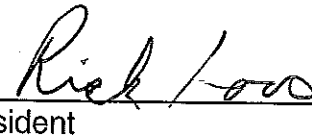
President




Business Manager



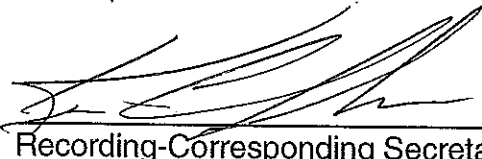
Secretary



President



Superintendent



Recording-Corresponding Secretary

**SCHEDULE "A"
SALARY SCHEDULE**

CLASSIFICATION	HOURLY RATES EFFECTIVE		
	1%	1%	1%
CUSTODIAN	July 1, 2009	July 1, 2010	July 1, 2011
Probationary	\$12.41	\$12.53	\$12.66
Seniority (90 days to 1 year experience)	13.32	\$13.45	\$13.59
Seniority (1 year experience)	14.79	\$14.94	\$15.01
Seniority (2 or more years experience)	16.16	\$16.32	\$16.48

Minimum salary increase each July 1st shall be one percent (1.0%), and the maximum salary increase each July 1st shall be one percent (1.0%).

Head Custodian/Maintenance

Head Custodian/Maintenance shall receive Fifty Cents (50¢) more per hour and shall be assigned as determined by the Administration.

The Board will provide uniforms.

The Board shall have the right to employ up to six (6) part-time employees during the term of this contract to replace full-time employees who leave the District or as additional employees. Such part-time employees will be assigned to work not more than Thirty-one (31) hours per week and shall not be eligible for any of the benefits of this Agreement, except as otherwise provided in this Agreement.

If the Board should have to hire a full-time position, the employee shall be required to work a total of five (5) years to receive full benefits.

ADDITIONAL HOLIDAY

Eligible employees shall be granted their birthdays as a paid holiday in accordance with the provisions of Article XVIII, Holidays. If the employee's birthday falls on a Saturday or Sunday, it shall be celebrated on the preceding Friday or in the event the employee's birthday falls on any of the other mentioned holidays, the employee shall be granted another day off for their birthday with pay at a later date that is mutually agreeable to the employee and the Employer.

LONGEVITY PAY

Employees shall receive longevity payments based upon the following schedule:

Ten (10) Years	\$200.00
Fifteen (15) Years	\$300.00
Twenty (20) Years	\$400.00

Longevity shall be considered from the most recent date of hire with the Vassar Public Schools. The cutoff date for eligibility shall be November 30th and employees must have completed their tenth, fifteenth or twentieth years of service to be eligible for payment in that year. Payments shall be made in the last paycheck in November. Payments for part-time employees will be on a pro-rata basis.

Example: *Employees who hired in on or before November 30 of 1991 shall be eligible for the ten (10) year payment in 2001.*

VASSAR PUBLIC SCHOOLS

VACATION DAY REQUEST

1. Not more than three (3) weeks vacation will be allowed during summer vacation by any one Employee.
2. Not more than two (2) weeks vacation will be allowed during the school year with the exception of Easter and Christmas break.
3. Central and Townsend North buildings - Not more than one (1) employee per building will be allowed to take a vacation at the same time.
4. High School - Not more than two (2) employees will be allowed to take a vacation at the same time.
5. Not more than four (4) employees will be allowed to take a vacation during the summer at one time.
6. Not more than two (2) employees will be allowed to take a vacation at the same time during the School year.

NAME: _____

Request Year: From _____ to _____

Number of days allotted (earned) in above request year: _____

Vacation Day/Days Requested: _____
 (Please list month, day & year) _____

Supervisor's Authorization

Employee Signature

Date

Date

Please return this completed form to the Supervisor by _____

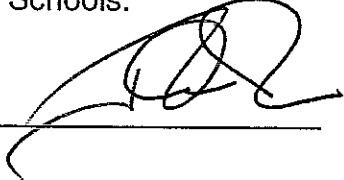
LETTER OF UNDERSTANDING

**VASSAR PUBLIC SCHOOLS & IUOE LOCAL 547
MAINTENANCE/CUSTODIAL/UNIT**

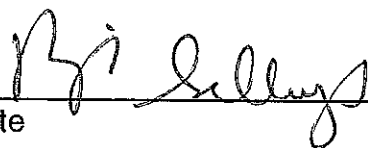
The undersigned parties to a Collective Bargaining Agreement do hereby further agree that the following deviations from the normal work schedule are stipulated to under conditions expressed herein:

1. When school is not in session, the first and second shifts will be consolidated to a single first shift starting time. Under this arrangement, no premium pay is due for resulting hours in a day exceeding eight.
2. On workdays preceding a holiday, the third shift employees will have their starting time moved up to 6:00 p.m. Under this arrangement, no premium pay is due for resulting hours in a day exceeding eight.
3. When either of the above are deemed by the Administration as impractical due to the requirements of a specific task(s) or project(s), the normal schedule may be resorted to with notice to the employees.

For Vassar Schools:

5/11/09
Date 

For IUOE Local 547

 6-3-2009
Date

Flexible BlueSM Medical Coverage with Flexible Blue RxSM Prescription Drugs

Benefits-at-a-Glance

Plan 2

Option A

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

In-Network

Out-of-Network

Mammography

Mammography Screening	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
One per member per calendar year, no age restriction		

Physician Office Services

Office Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Outpatient and Home Medical Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Office Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Urgent Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Emergency Medical Care

Hospital Emergency Room	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Ambulance Services – medically necessary	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

Diagnostic Services

Laboratory and Pathology Services	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Diagnostic Tests and X-rays	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Therapeutic Radiology	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Colonoscopy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
One per member per calendar year		

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Includes delivery provided by a certified nurse midwife		

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Note: Nonemergency services must be rendered in a participating hospital	Unlimited days	
Inpatient Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Chemotherapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after in-network deductible, in participating skilled nursing facilities only Limited to 90 days per member per calendar year	
Hospice Care	Covered – 100% after in-network deductible, through a participating hospice program only Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care – medically necessary	Covered – 100% after in-network deductible, by a participating home health care agency only	
Home Infusion Therapy – medically necessary	Covered – 100% after in-network deductible, by participating providers only	

Surgical Services

Surgery – includes presurgical consultations, related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Voluntary Sterilization	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

In-Network

Out-of-Network

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100% after in-network deductible, in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Kidney, Cornea and Skin	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Inpatient Substance Abuse Treatment	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
	Limited to a combined maximum of 60 days per calendar year with 120 days lifetime per member	
Outpatient Mental Health Care	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible, in participating facilities only
	Limited to a combined maximum of 120 visits per member per calendar year	
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible, in approved facilities only
	Limited to annual state-dollar amount (that combines outpatient and residential substance abuse)	

Other Covered Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Allergy Testing and Therapy	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Osteopathic Manipulative Therapy	Not covered	Not covered
Chiropractic Spinal Manipulation	Not covered	Not covered
Outpatient Physical, Speech and Occupational Therapy Services – provided for rehabilitation	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible Note: Outpatient physical therapy is not covered at nonparticipating facilities.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable Medical Equipment	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Prosthetic and Orthotic Appliances	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Private Duty Nursing Services	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

Prescription Drug Coverage

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket copay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

<p>Flexible Blue RxSM Prescription Drug Plan:</p> <ul style="list-style-type: none"> • Federal-legend drugs • State-controlled drugs • Disposable needles and syringes – dispensed with insulin • Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network) 	<p>Network Pharmacy: 100% of approved amount after Flexible Blue medical coverage deductible</p> <p>Non-Network Pharmacy: 80% of approved amount after Flexible Blue medical coverage deductible (The 20% out-of-network copay will not be applied toward your annual Flexible Blue deductible, out-of-pocket copay maximum or lifetime dollar maximum.)</p>
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Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Deductible, Copays and Dollar Maximums

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

<p>Deductible</p> <p>Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.</p>	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
	Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.	

Flexible Blue Plan 2

w/ BCBSM Prescription Drug Coverage

Certificates and Riders

Rider FB - OCSM-24	Adds coverage for osteopathic and chiropractic spinal manipulation, up to 24 visits per member calendar year.
Rider FB - RM 100 & Rider FB - PC 500 M	Removes copay for deductible for mammography services provided by PPO providers. Adds coverage for preventative care benefits provided by PPO providers, up to a combined maximum of \$500 per member per calendar year. Mammography services are not included in the \$500 annual maximum.
Rider XVA	Excludes benefits for voluntary abortions.
Rider CI, Rider PCD2, Rider PD-CM	<p>Adds coverage for contraceptive injections, physical-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectible contraceptive devices.</p> <p>Riders CI and PCD 2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.</p>

Option A

Flexible BlueSM Medical Coverage with Flexible Blue RxSM Prescription Drugs Benefits-at-a-Glance Plan 2

Option B

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

In-Network

Out-of-Network

Mammography

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	One per member per calendar year, no age restriction	

Physician Office Services

Office Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Outpatient and Home Medical Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Office Consultations	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible
Urgent Care Visits	Covered – 100% after in-network deductible	Covered – 80% after out-of-network deductible

Emergency Medical Care

Hospital Emergency Room	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
Ambulance Services – medically necessary	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible

Diagnostic Services

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In-Network

Out-of-Network

Human Organ Transplants

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Prosthetic and Orthotic Appliances	Covered – 100% after in-network deductible	Covered – 100% after in-network deductible
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Flexible Blue RxSM Prescription Drug Plan: <ul style="list-style-type: none"> Federal-legend drugs State-controlled drugs Disposable needles and syringes – dispensed with insulin Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network) 	Network Pharmacy: 100% of approved amount after Flexible Blue medical coverage deductible Non-Network Pharmacy: 80% of approved amount after Flexible Blue medical coverage deductible (The 20% out-of-network copay will not be applied toward your annual Flexible Blue deductible, out-of-pocket copay maximum or lifetime dollar maximum.)
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Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Deductible, Copays and Dollar Maximums

Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible Note: Your deductible combines the deductible amounts paid under your Flexible Blue medical coverage and your Flexible Blue prescription drug coverage.	\$1,250 for a one-person contract or \$2,500 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)	\$2,500 for a one-person contract or \$5,000 for a family contract (2 or more members) each calendar year (no 4 th quarter carry-over)
	Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.	

Flexible Blue Plan

Certificates and Riders

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Rider XVA	Excludes benefits for voluntary abortions.
Prescription Drugs	\$5/\$10 Exact Caremark prescription drug card

Option B