

# **COLLECTIVE BARGAINING AGREEMENT 2011-2013**

This Agreement is entered into between the Union City Community Schools, hereinafter referred to as the "Employer" 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 1 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 2 RIGHTS OF THE BOARD OF EDUCATION**

It is expressly agreed that all rights which ordinarily vest in, and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively on, and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of such action under such rights, or with respect to the consequence of such action during the term of this Agreement. Such right shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the rights to:

- A. Manage and control its business, its equipment and its operations, and to direct the working forces and affairs of the District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not

in conflict with the provisions of this Agreement.

- D. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, dissemination and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof, or changes therein, the institution of new or improved methods, or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of its schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

**ARTICLE 3**  
**UNION RECOGNITION, UNION SECURITY, CHECK OFF**

**SECTION ONE: Union Recognition**

- A. The Employer hereby 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 rates of pay, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all maintenance custodians, and custodians employed by the Employer.

**SECTION TWO: Union Security - Membership Dues or Agency Shop Service Fee Deduction**

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit who are not already members of the Union shall, within ninety (90) days of the effective date of this provision, or within ninety (90) days of the date of hire by the Board, whichever is later, become members or in the alternative shall, within ninety (90) days of their date of hire by the Board, as a condition of employment, pay to the Union each month a service fee in an amount determined by the Union.
- B. 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 this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
- C. The Board shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
- D. 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.
- E. The Union agrees that in the event of litigation against the Board, its agents, or employees arising out of this provision,

the Union will co-defend and indemnify and hold harmless the Board, its agents, or employees for any monetary award arising out of such litigation.

- F. 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.

**SECTION THREE: Check Off**

The Union shall submit to the Employer a statement of the amount due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee with the amount that is deducted each month provided, however that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

**ARTICLE 4  
NEW JOBS**

**SECTION ONE:**

The Employer shall have the right to establish, evaluate, change and obsolete jobs within the bargaining unit according to the following procedure: when new or changed jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Employer shall place into effect a new classification and pay rate for the job in question, and shall designate the classification and the rate of pay as temporary. The Employer shall notify the Union in writing of any such temporary or obsolete job which has been placed into effect upon the institution of such job.

**SECTION TWO:**

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may make written request to the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to

the first day the employee began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A.

## **ARTICLE 5 JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency, except for the work that has been historically performed during the spring, summer and winter vacation periods of the year by temporary personnel.

## **ARTICLE 6 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 the use of contracting or subcontracting result in the reduction of the present workforce as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## **ARTICLE 7 DISCIPLINE - DISCHARGE**

### **SECTION ONE:**

- A. No employee shall be disciplined without due process as defined in Section Two, Clause D for reasons that are capricious or arbitrary. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the employee and the Union no later than at the time discipline is imposed.

- B. All employees shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. No action shall be taken with respect to the employee until such representative of the Union is present and the representative shall be present within one (1) week of the request or if mutually agreeable at a later date. This shall not preclude any disciplinary action the administration shall deem necessary for the health, welfare, or safety of the students or staff. This action may be immediate. Should disciplinary action be likely to occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement provided, however, that if a representative is not immediately available, action may be taken subject to a subsequent meeting when the administration deems it necessary to take prompt intervention steps.

## **SECTION TWO:**

- A. The normal disciplinary procedure shall consist of the following, however, nothing in the aforementioned shall preclude the administration in its sole discretion from moving to any advanced step depending upon the seriousness of the offense:
1. verbal
  2. written
  3. suspension
  4. discharge
- B. In the case of a dismissal, demotion, discharge or suspension of any employee, the Union shall be advised of the reasons for the dismissal, demotion, discharge or suspension of any employee as soon as reasonably possible. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. Causes which shall be deemed sufficient for suspension, demotion, or dismissal or other disciplinary action include, but are not limited to the following:
1. Unauthorized or excessive absence from work.
  2. Conviction of any criminal act.
  3. Disorderly or immoral conduct involving students or

staff.

4. Insubordination.
  5. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs on any school property or reporting to work under the influence of intoxicants or illegal drugs of any kind in any degree whatsoever.
  6. Neglect of duty.
  7. Willful damage to public property, or misappropriation of public supplies or equipment.
  8. Deliberate falsification of any records or reports.
- C. Any dismissal or suspension shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Board.
- D. The Board agrees that employees shall not be disciplined, dismissed, or demoted, or reduced in compensation without due process as defined in this Article. Due process shall be defined as the following:
1. An employee shall be given appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is contemplated. Appropriate is defined as verbal for minor incidents or written for other incidents.
  2. Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.
  3. Employees shall be entitled upon submission of a written request to appear before the Board and offer reasons why the disciplinary sanction should not be imposed.
- E. All employees covered by this Agreement may be required to submit to a scheduled drug and alcohol test for reasonable cause. The cost of this testing shall be paid by the Employer. If any employee test positive for any illegal or nonprescription drug, they will immediately be placed on a week of paid leave and must submit documented evidence of a negative test before they are allowed to return to work.

The cost of the second test shall be at the expense of the Employer. The second test will take place in accordance with D.O.T. guidelines of twenty-four (24) hours. Additionally, that employee may be subject to more frequent drug/alcohol testing. Further, any employee that test positive shall be referred to the appropriate legal authorities for an investigation. Depending upon the results of the investigation, the employee is subject to immediate discharge. Failure to comply with any of the above section of this Article shall be reason for immediate discharge with loss of all benefits, rights, and privileges under this Agreement.

- F. Subject to the employee's review of their personnel file, any minor disciplinary materials may be removed upon mutual agreement after one year.

### **SECTION THREE:**

The Employer's evaluation shall be reviewed jointly by the Maintenance Supervisor or Board Designee and the employee.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **SECTION ONE:**

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement. A grievance presented shall state:
  - 1. Who is affected
  - 2. What happened
  - 3. When it happened
  - 4. What specific part(s) of this Agreement that is alleged to have been violated
  - 5. What specific remedy is requested
- B. No grievance may be presented following the expiration of five (5) working days after the occurrence upon which it is based became known to the employee.

### **SECTION TWO: Step One**

- A. An employee having a grievance shall present it orally to his/her supervisor.



- B. The supervisor shall discuss the grievance with the employee.
- C. If the grievance is not settled orally, the employee or his/her supervisor, within twenty-four (24) hours, may request a meeting with the Steward to discuss the grievance.

**SECTION THREE: Step Two**

- A. The Steward may, within twenty-four (24) hours of the oral discussion with the supervisor, submit the grievance in writing to the supervisor.
- B. The supervisor shall then give his/her decision in writing within twenty-four (24) hours of receiving the written grievance.

**SECTION FOUR: Step Three**

- A. Any appeal of a decision rendered by the supervisor shall be presented in writing to the Superintendent within five (5) working days of receipt of the written decision of the supervisor.
- B. An appeal must meet the same qualifications as the original grievance, plus stating in writing the reasons why the decision of the supervisor was not satisfactory.

**SECTION FIVE: Step Four**

- A. The Superintendent shall meet with a Business Representative of the Union within ten (10) working days following receipt of the appeal.
- B. The Superintendent shall give his/her decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

**SECTION SIX: Step Five**

- A. If the decision of the Superintendent is not satisfactory, an appeal must be presented in writing within five (5) working

days of the receipt of the decision of the Superintendent, by a Business Representative of the Union, to the Board.

- B. The appeal must meet the same qualifications as the original grievance, plus stating in writing why the decision of the Superintendent was unsatisfactory.
- C. The Board, or a representative thereof, shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) days from the date of the receipt of the appeal.
- D. The Board, or a representative thereof, shall give a decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board.
- E. If the Union so requests, the Board or its representative will meet further with the Union to consider fairly and in good faith any other methods of settlement which may be requested by either party, including private (non-governmental) mediation and binding or advisory arbitration.
- F. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by mutual agreement between the Board and the Union.
- H. Any claim or grievance arising during the dates of this Agreement may be processed through the Grievance Procedure until resolution.

## **ARTICLE 9 SENIORITY**

### **SECTION ONE: Probation**

A newly hired employee shall be on a probationary status for ninety (90) calendar days. The probationary period shall be 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 complete his/her probationary period until these additional days have been worked.

### **SECTION TWO: Seniority**

- A. Seniority shall be defined as the length of continuous service in the bargaining unit commencing with the last date of hire.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to the date of hire.
- C. Seniority shall accrue equally for all employees who are full-time or regular part-time (as defined in Article 21, Clause "B") employees. Part-time employees shall be entitled to seniority on a pro-rata portion.

### **SECTION THREE: Lay Off and Recall**

Employees shall be laid off, recalled or demoted according to their seniority. Probationary employees shall be laid off first. Seniority employees shall be laid off in reverse order of seniority. School district seniority shall not be transferable as bargaining unit seniority.

- A. Seniority and recall rights shall expire twenty-four (24) months after the date of layoff for all employees.
- B. In the event of a lay-off any senior employee in the Custodian classification shall be allowed to bump into the Maintenance/Custodian classification if it is determined by the superintendent that the employee is qualified to fulfill all the duties of the Maintenance/Custodian position.

#### **SECTION FOUR:**

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

- A. He/she is discharged
- B. He/she resigns
- C. He/she does not return to work, upon being recalled from layoff, for three (3) consecutive days

#### **SECTION FIVE:**

An employee promoted to a supervisory position shall have ninety (90) days probation. If, at any time during this ninety (90) day period, the employee is deemed unsatisfactory, or does not wish to continue in a supervisory capacity, he/she may return to the bargaining unit with full-accumulated seniority.

#### **SECTION SIX:**

An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

### **ARTICLE 10 TRANSFER AND PROMOTIONAL PROCEDURE**

#### **SECTION ONE: Vacancy**

- A. Notice of all vacancies and newly created positions shall be posted on bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given ten (10) working days time in which to make application for the vacancy or new position. The Board recognizes that it is desirable in making assignments to consider the seniority, qualifications, and the interests and aspirations of the employees. The Board has the right to place a substitute in a vacancy during this process. An employee transferred to a maintenance custodial position shall have ninety (90) days probation. If, at any time during this ninety (90) day period, the employee is deemed unsatisfactory, or does not wish to continue in that position, he/she may return to the formerly held position.

- B. Newly created positions or vacancies are to be posted including the following information:
  - 1. the type of work
  - 2. the starting date
  - 3. the rate of pay
  - 4. the hours to be worked
  - 5. the classification
  - 6. the qualifications

**SECTION TWO: Qualifications**

Qualifications are those abilities needed to perform the specific duties of the position outlined in the Job Description. The Union recognizes that the Superintendent or his/her designee has the sole right to assign employees to positions for which they are qualified.

**SECTION THREE: Transfer**

Any employee transferred involuntarily (except as the result of a layoff) from his/her classification to another classification within the bargaining unit shall be paid the rate of the position from which he/she is involuntarily transferred, or the rate of the position to which he/she is transferred, whichever is higher. An employee voluntarily transferring into a different classification will be paid at the rate of the position into which he/she transfers. Employees will not be transferred from building to building, subject to prior notification to the Union.

**SECTION FOUR:**

Temporary transfers shall be for a period of no longer than fifteen (15) days, except in the event that both parties mutually agree to an extension of the fifteen (15) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the fifteen (15) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

**ARTICLE 11  
HOURS AND WORK WEEK**

**SECTION ONE: Shift, Hours, and Days**

- A. The normal regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.

- B. The normal regularly scheduled work day shall be eight (8) consecutive hours, excepting a thirty (30) minute unpaid lunch period.
- C. The work day is the twenty-four (24) hour period of a calendar day.
- D. Shift Hours and Days:
  - 1. Shift "A" - regularly starts on or after 6:00 a.m., but before 10:30 a.m.
  - 2. Shift "B" - regularly starts on or after 2:00 p.m., but before 6:00 p.m.
  - 3. Shift "C" - regularly starts on or after 6:00 p.m., but before 11:00 p.m.
- E. Shift hours may be changed by the Employer, provided the employee involved receives an advance notice of two (2) weeks (ten working days), prior to such change.
- F. Flexible hours and shifts shall be permissible if approved by the Superintendent.

**SECTION TWO: Overtime Pay**

Overtime rates will be paid as follows:

- A. Time and one-half (1-1/2X) will be paid for all hours worked in excess of eight (8) hours in one (1) workday and/or 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, when such hours are overtime, over forty (40) hours.
- C. Overtime must be submitted on the employee's time card when it occurs.

**SECTION THREE: Call Back**

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 (1-1/2X) his/her regular rate, or a minimum of one and one-half (1-1/2X) hour's pay at his/her straight time hourly rate, whichever is greater.

#### **SECTION FOUR: Distribution of Overtime**

- A. All overtime will be pre-approved and assigned by the Maintenance Supervisor or his/her designee (except in the case of an emergency within the building that would threaten the security or safety of the building).
- B. Overtime shall be divided and rotated as equally as possible among those employees who perform such work within each school building.
  1. The rotation schedule will be established at the beginning of the contract year (July 1) based on bargaining unit seniority within the building.
  2. If an employee refuses overtime they will be skipped in that rotation cycle.
  3. Overtime of six (6) hours or more on a weekend or non school day shall be divided as equally as possible between two employees who perform such work within the building.
    - a. The top person in the current rotation cycle will have first choice of unlocking, set up and a set number of hours or locking up, clean up and an undetermined number of hours.
    - b. All areas used in the event must be cleaned.
- C. If there is no employee within the building able to work the overtime, it will be divided and rotated as equally as possible among the employees from the other buildings.
  1. Those employees who do not want to be considered for overtime within another district building may, by letter, inform the Maintenance Supervisor or his/her designee. The notification will remain in effect until a new letter requesting overtime is issued.
- D. If there is no employee within the District able to work the

overtime, it will be assigned to a substitute by the Maintenance Supervisor or his/her designee.

- E. Upcoming projects or events that an employee feels will require overtime must be discussed at least a week in advance with the Maintenance Supervisor or his/her designee.
  - 1. Under no circumstances will an employee assign overtime.
  - 2. Under no circumstances will an employee work overtime without being assigned by the Maintenance Supervisor or his/her designee except as provided in clause "A" above.

#### **SECTION FIVE: Rest Periods**

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period between the second (2nd) and third (3rd) consecutive hours of work, and one (1) fifteen (15) minute rest period between the sixth (6th) and seventh (7th) hours of work, excepting the thirty (30) minute unpaid lunch period.

#### **SECTION SIX: Substituting**

- A. An employee may voluntarily substitute with the approval of the Superintendent or his/her designee for another employee in the same classification. The employee will be paid at their current rate.
- B. An employee may voluntarily substitute with the approval of the Superintendent or his/her designee for another employee in a different classification. For up to five (5) days in succession, the employee will continue to be paid at their current rate. If the employee works beyond five (5) consecutive days he/she will be paid at the rate of the position. Employees will be called according to seniority in the building.
- C. Substituting Opportunity:
  - 1. The full time night custodian will be given first opportunity to substitute for the day maintenance custodian within the building.



2. The part time night custodian will be given the second opportunity to substitute for the day maintenance custodian within the building.
3. The part time custodian within a building will be given first opportunity to substitute for the full time custodian within the building.
4. A part time custodian will be given first opportunity to substitute for a full time employee before a substitute is hired.

## **ARTICLE 12 INSURANCE AND HOSPITALIZATION**

### **SECTION ONE: Health Insurance**

The Employer shall, during the life of this Agreement, provide a comprehensive health insurance program for each full-time employee and their eligible dependents.

#### **A. Health**

- Blue Cross/Blue Shield: Flex Blue HRA Plan 4 (Health Reimbursement Account)
  - Rider FB-OCSM-24 (Chiropractic)
  - Rider FB-RM100 and FB-PC500M (Preventative)
- 1. Deductibles: (Fully Reimbursed)
- 2. \$5 co-pay on all prescription drugs.

### **SECTION TWO: Life Insurance**

Each employee shall receive a Board paid term life insurance in the amount of \$20,000 (\$30,000 if the employee chooses the annuity option in lieu of health insurance).

### **SECTION THREE: Dental Insurance**

The Employer shall, during the life of this Agreement, provide a dental plan for each full-time employee and their eligible dependents.

**SECTION FOUR: Vision Insurance**

The Employer shall, during the life of this Agreement, provide a vision care plan for each full-time employee and their eligible dependents.

**SECTION FIVE:**

The insurance benefits set forth above shall be subject to the following terms and conditions:

- A. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective master contracts issued by the carriers to the Board.
- B. If an employee does not complete the contract year, the Board's obligation to continue insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation terminates.

**SECTION SIX: Annuity Option**

If the employee waives health insurance coverage with proof of health insurance elsewhere, he/she may elect to receive, in addition to the dental, vision and life insurance benefits described above, a cash stipend of \$240 each pay per contract year. This dollar amount may, at the election of the employee, be applied toward any insurance carrier options chosen by the employee and offered by the Board or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan. If the employee elects to receive this cash option he/she may also separately direct this dollar amount to a tax-deferred annuity Section 403b of the Internal Revenue Code offered by the Board as a voluntary and elective contribution made through salary reduction.

**ARTICLE 13  
HOLIDAYS**

**SECTION ONE:**

The Employer will pay each full-time employee (school year employees will not receive July 4th) their regular daily rate of pay for each of the following holidays:

Friday before Labor Day	New Year's Day
Labor Day	Good Friday

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Memorial Day  
July 4th

Two (2) floating days during winter break

The employee must work the regular scheduled day before and the regular scheduled day after the holiday to receive holiday pay.

**SECTION TWO: Holiday Pay**

Employees required to work on any day of the above named holidays will receive time and one-half (1-1/2X) for hours worked in addition to the regular holiday pay.

**SECTION THREE:**

When the scheduled holiday falls on a Saturday or Sunday, the employee shall receive eight (8) hours pay for that holiday in addition to his/her regularly earned pay.

**SECTION FOUR:**

Employees on sick leave the day before or the day after the holiday, may, at the discretion of the Employer, be required to submit proof of illness to the Employer to receive holiday pay.

**ARTICLE 14  
SICK LEAVE - FUNERAL LEAVE - JURY DUTY**

**SECTION ONE: Sick Leave**

Each employee covered by this Agreement will be entitled to sick leave accumulated individually at the rate of one (1) day per each full month of work completed, with a maximum of one hundred twenty five (125) days accumulation.

**SECTION TWO:**

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, limited to two (2) days, shall be granted for illness or Employer-approved emergency within the immediate family. The Employer may require

medical proof of illness in writing.

- A. Sick leave accumulation shall be provided to each employee annually.
- B. Holiday pay will supersede sick leave pay.

### **SECTION THREE: Funeral Leave**

All employees shall be granted up to four (4) working days off with pay for attending a funeral and making other necessary arrangements resulting from a death in the employee's immediate family. The immediate family consists of spouse, children, parents, grandparents, grandchildren, brother or sister of the employee or their spouse. The Employer may or may not grant additional time and deduct such time from sick leave.

### **SECTION FOUR: General Use Leave**

- A. An employee shall be entitled to two (2) days of General Use Leave during each year. Unused days may not accumulate from year to year.
- B. Requests shall be made at least three (3) working days in advance, except in cases of emergency.
- C. An applicant for a General Use Leave may be required by the Superintendent to state the reason for such absence.
- D. Such leave shall not be used for seeking other employment, rendering services, or working with or without remuneration for one's self or for anyone else, for religious purposes, or for recreation purposes. It is further understood such leave shall not be granted for the day preceding or following a vacation or holiday without prior approval from the Superintendent.
- E. General Use Leave shall be used in increments of not less than one-half (1/2) day nor more than one (1) day.

### **SECTION FIVE: Retirement**

Retiring employees who have completed a minimum of ten (10) years of service in the Union City Community Schools shall be compensated at the rate of twenty-five (\$25.00) dollars per day for unused sick leave days,

accumulative up to ninety (90) days.

**SECTION SIX: Jury Duty**

Employees requested to appear for jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

**SECTION SEVEN:**

The Superintendent, acting on his/her sole discretion, may permit the transfer of accumulated sick pay in cases of non-job related illness or injury. This transfer shall not exceed five (5) days per donor per year and shall, in every case, involve an extremely serious circumstance(s).

**ARTICLE 15  
VACATIONS**

**SECTION ONE:**

All employees covered by this Agreement who have completed:

- A. One (1) year of continuous service shall receive two (2) weeks of vacation with pay;
- B. Five (5) years of continuous service shall receive three (3) weeks of vacation with pay;
- C. Ten (10) years of continuous service shall receive three and one-half (3-1/2) weeks of vacation with pay
- D. Fifteen (15) years of continuous service shall receive four (4) weeks of vacation with pay.

**SECTION TWO:**

Vacation days earned during any given year shall be taken prior to the end of the ensuing fiscal year. Carryover may be subject to approval by the Superintendent.

**SECTION THREE:**

Employees terminating employment shall receive a pro-rata vacation allowance based upon the length of service during that year. A

bargaining unit member must give twenty (20) work days notice of resignation. By mutual agreement this time period may be shortened.

**SECTION FOUR:**

Employees shall take their vacations at a time agreeable to the employee and the Employer.

**SECTION FIVE:**

For the purposes of this Article, if two (2) or more employees desire the same period off, the first to make the request shall be granted the time off for vacation purposes. If two (2) or more employees made the request at the same time the most senior employee shall be granted the time off for vacation purposes.

**ARTICLE 16  
TRAINING**

**SECTION ONE:**

The Board shall assume the full cost for training or professional development that it may require for employees.

**SECTION TWO:**

Employees shall be reimbursed for reasonable conference fees related to any professional development activity. Such conferences shall be directly related to the employees' duties and be subject to approval by the Superintendent.

**ARTICLE 17  
UNIFORMS**

**SECTION ONE:**

The Employer will provide each full-time employee covered by this Agreement uniforms for each contract year. The cost of the uniforms shall not exceed \$150.00 per employee per year. The uniforms provided shall only include shirts and trousers (any combination thereof), and shall be uniform in color and style throughout the District. Part-time employees shall receive a pro-rata of this amount based upon the number of hours worked. The employee must present receipts showing shirts

and/or trousers purchased to the Business Office within five (5) days of the date of purchase to be reimbursed.

**SECTION TWO:**

It shall be the responsibility of the employee to wear his/her uniform while performing his/her duties as an employee of the school system and not for personal use. It shall also be the responsibility of the employee to keep his/her uniform in a clean and orderly condition with the reasonable performance of his/her duties as employed by this school system.

**ARTICLE 18  
VISITATION**

Authorized Representatives of the Union may, upon checking in with the Building Principal, enter the school district buildings for the purpose of transacting official Union business during the school day. It is expressly understood that a Union Representative shall not, during the course of his/her visit, interrupt or interfere in any way with normal operations, or cause an employee to absent himself/herself from his/her work station without proper authorization from the Building Principal. A Union Representative in violation of this clause may be barred further access to the buildings, and any employee in violation may be subject to disciplinary action.

**ARTICLE 19  
BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE 20  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**SECTION ONE:**

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

**SECTION TWO:**

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 THREE:**

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. The parties shall reconsider any invalid or restrained portion of this Agreement.

### **ARTICLE 21 PART-TIME EMPLOYEES**

For purposes of identification in this Agreement, there shall be two (2) classes of part-time employees:

A. Part-Time:

A Part-Time employee shall be identified as a person who works twenty-four (24) hours or less. The Board may employ these employees for the full year or the same length of time for which the teachers are contracted. Part-Time employees shall be entitled to a pro-rata portion of all benefits, excluding those benefits in Articles 12 and 15, as provided under this Agreement based on the hours and weeks the employee is scheduled to work.

B. Regular Part-Time:

Regular Part-Time employees are identified as those employees who work between twenty-four (24) and thirty-nine (39) hours per week. Regular Part-Time employees shall be entitled to receive pro-rata benefits based on the hours of work, including insurance and vacation.

### **ARTICLE 22 MISCELLANEOUS**

#### **SECTION ONE: Mileage Reimbursement**

An employee required by the Employer to use his/her motor vehicle for



the benefit of the Employer shall be reimbursed at the then current mileage reimbursement rate determined by the Board from time to time, provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.

**SECTION TWO: Longevity Compensation**

- A. All full time employees will be eligible for longevity compensation for continuous service with the District based on the following schedule:

After	10 years	\$125.00
	15 years	\$175.00
	20 years	\$225.00

- B. The longevity compensation will be paid to the employee on the first pay period in December.

**SECTION THREE: Health and Safety Clause**

Employees shall be required to report to the immediate supervisor equipment that is deemed to be in an unsafe condition. Reports shall be in writing and shall include a statement of what has been observed. A copy of the custodian's report shall be signed by the immediate supervisor acknowledging receipt.

**SECTION FOUR: Unauthorized Visitors Policy**

**Unauthorized Visitors:** Persons in the building without a faculty chaperone or the custodian being notified.

- A. It is understood that in the Union City School District all people are to be treated with respect and courtesy.
- B. Appropriate response (students):

If a student(s) is in the building after hours or an area off limits, the custodian will approach the student in a friendly manner and ask the student why they are in the building and if he/she can help. If the student's response is appropriate, the student should be given assistance, considering the custodian's cleaning obligations. If the response of the student is not appropriate, the student should be asked to leave or to return to the appropriate area of the building. If the student is not cooperative or in any way threatens the

custodian or school property, the custodian should walk away and contact the principal, athletic director or person in charge of the school activity. If no one in authority is available, the custodian should call the police and a report outlining the incident should be filed with the principal the following school day.

C. Appropriate response (adults):

If an adult is in the building after hours or an area off limits, the custodian will approach the person in a friendly manner and ask the person if he/she can help. If the adult's response is appropriate, the person should be given assistance in any way possible, considering the custodian's cleaning obligations. If the response of the adult is not appropriate, the person should be asked to leave or to return to the appropriate area of the building. If the person is not cooperative or in any way threatens the custodian or school property, the custodian should walk away and contact the principal, athletic director or person in charge of the school activity. If no one in authority is available, the custodian should call the police and a report outlining the incident should be filed with the principal the following school day.

**ARTICLE 23  
TERMINATION AND MODIFICATION**

**SECTION ONE:**

The effective date of this Agreement is July 1, 2011.

**SECTION TWO:**

If either party desires to terminate this Agreement it shall, ninety (90) 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 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) days written notice prior to the current year of termination.

**SECTION THREE:**

If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination 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(s) 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 FOUR:**

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 - A, B, C, E, G, H & P - AFL-CIO, 24270 West Seven Mile Road, Detroit, MI 48219, and if to the Employer, addressed to the Union City Community Schools, 430 St. Joseph Street, Union City, Michigan 49094.

**SECTION FIVE:**

This Agreement shall continue in full force and effect until June 30, 2011.

BOARD OF EDUCATION OF THE  
UNION CITY COMMUNITY SCHOOLS

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**SCHEDULE "A"  
HOURLY WAGES**

<b>EFFECTIVE DATE:</b>	<b>7/1/11</b>	<b>7/1/12</b>
<b>CLASSIFICATION:</b>		
<b>CUSTODIAN:</b>		
First Ninety (90) Days	\$12.68	\$12.81
Ninety (90) Days to One (1) Year	\$13.52	\$13.66
One (1) Year and Over	\$14.91	\$15.06
<b>MAINTENANCE CUSTODIAN:</b>	<b>\$15.22</b>	<b>\$15.37</b>