

AGREEMENT

between

**PITTSFORD AREA SCHOOLS
9304 Hamilton Road
Pittsford, MI 49271**

and

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS**

LOCAL 324

July 1, 2017- June 30, 2020

**Maintenance / Custodial
Bargaining Unit**



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AGREEMENT

between

PITTSFORD AREA SCHOOLS

9304 Hamilton Rd
Pittsford, MI 49271

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 324

500 Hulet Dr.
Bloomfield Township, MI 48302

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Pittsford Area Schools 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 1

UNION RECOGNITION

- A. The Pittsford Area Schools hereby recognize the Union as the sole and exclusive bargaining agent of the permanent employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- B. The term "employee" as used herein shall include Head Custodian and Custodian employees of the Pittsford Area Schools.

ARTICLE 2

BOARD RIGHTS

- A. The Employer, on its' own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities covered upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its' properties and facilities, and the activities of its 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution of the United States.
- C. Any decisions of the Employer which are contrary or in violation of this Agreement shall be subject to the Grievance Procedure.

ARTICLE 3 UNION MEMBERSHIP

- A. All employees in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, may after ninety-one (91) days of the effective date of this Agreement, or after ninety-one (91) days of the date of hire by the Employer, whichever is later, may become members or in the alternative may 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 tenders 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 such payment of such dues (or fees).

- B. 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.
- C. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer will send a letter advising the Union of the name, date of hire, address and phone number of the new employee.

ARTICLE 4 NEW JOBS

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of the job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect.

Whenever new buildings or a job is made operational, the Employer shall establish the job description.

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 purposes of instructional training, experimentation or in cases of emergency.

ARTICLE 6 DISCIPLINE/DISCHARGE

- A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline, provided however, the timeline may be extended by the parties where the investigation is incomplete.
- B. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union Steward shall be furnished a copy of all such notices.
- C. Employees shall be subject to immediate dismissal for being under the influence of or in possession of alcohol or controlled substances, dishonesty, insubordination, willful violation of agreed upon Employer's rules, conduct unbecoming to an employee in public service.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the terms and conditions of this Agreement.
- B. **Step One**
 - 1. An employee having a grievance shall present it orally to his supervisor within five (5) working days of its alleged occurrence.
 - 2. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Steward.

C. **Step Two**

1. The Steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired within five (5) working days of the date of Step One.
2. The aggrieved employee and his supervisor shall sign the grievance.

D. **Step Three**

1. The Steward shall meet with the building principal to discuss the grievance within five (5) working days of its written submission to the building principal.
2. The building principal shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the Steward.
3. If the decision of the building principal is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

E. **Step Four**

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

F. **Step Five**

1. If the Union so requests, the Employer's representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, or advisory arbitration.
2. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan Law.

**ARTICLE 8
SENIORITY**

- A. Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Laid off, disciplined, or discharged probationary

employees shall not have recourse to the grievance procedure or recall provisions of this Agreement.

Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of hire.

- B. Employees shall be laid off, recalled or demoted according to their seniority in their classification (defined as either Head Custodian or Custodian). An Employee scheduled for layoff with a classification shall have the right to displace a lesser seniority employee who is in another classification previously to which the employee was previously assigned.
- C. An Employee will lose his/her seniority for the following reasons:
 - 1. He/She resigns;
 - 2. He/She is discharged for cause;
 - 3. He/She is absent for three (3) days without notifying the Employer and/or without good and sufficient reason.
 - 4. Any and all employees who have worked in this bargaining unit prior to October 1, 2007 that is laid off shall have recall rights for a period of three (3) years from date of Lay-off. Any new employees hired on or after October 1, 2007, shall have recall rights for a period equal to length of service up to one (1) year from the date of lay-off.
- D. Any Employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay and benefits for the term of such office. Seniority shall accumulate during his term of office without pay. At the end of such term, the employee shall be entitled to resume his regular seniority status, and all job and recall rights.
- E. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- F. During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of layoff and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

The Union agrees to save the Employer, including each individual Board member and administrator harmless against any and all claims (i.e. back pay, court costs,

administrative agency costs, etc.) that may arise out of or by reasons of action taken for purpose of complying with the terms of this section.

ARTICLE 9 TRANSFERS AND PROMOTIONAL PROCEDURE

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) days, and the employee shall be given five (5) days time in which to make application to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. The postings of newly created positions and vacancies will include a description of the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, the classification, and qualifications.
- B. Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.
- C. Temporary transfers shall be for a period of no longer than thirty (30) days. Extensions may be given by mutual agreement.
- D. Any position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and be posted.

ARTICLE 10 HOURS AND WORK WEEK

- A. The regularly scheduled workweek shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.
- B. The normal work day shall be eight and one-half (8-1/2) consecutive hours which shall include a one-half (1/2) hour unpaid lunch period.
- C. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.
- D. Two times (2X) the base rate (One [1] Year Step Level) will be paid for all hours worked on a Sunday.
- E. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked

at time and one-half (1-1/2) his regular rate, or a minimum of two (2) hours pay at his hourly rate, whichever is greater.

- F. The minimum two (2) hours of pay will be allowed for employees reporting for work unless the employee has been notified prior to the regular starting time of his shift.
- G. When there is an activity in the schools scheduled outside of the regular working hours, there shall be a Custodian assigned to the activity. If there is more than one (1) activity, a Custodian shall be assigned to each activity, unless the activity is solely for the benefit of the school district.
- H. The Employer shall not be obligated to supply work or be obligated for payment of same if the reason for the Employer's failure to supply work is caused by conditions beyond the control of the Employer. The Superintendent shall authorize work on such days, as he deems necessary.
- I. The practice of students picking up papers, policing area, placing of chairs on their tables, and practices now in effect will be allowed to continue with no cause for grievance.

ARTICLE 11 DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to classification. Overtime will be offered to members first before subs are asked.

ARTICLE 12 SHIFT DIFFERENTIAL

- A. A fifteen cents (\$.15) premium will be paid to employees covered by this Agreement who are regularly scheduled four (4) or more hours of work between the hours of 3:30 p.m. and 8:00 a.m. This premium to be paid on base hourly rate.
- B. When the Head Custodian is off work, the Head Custodian will, subject to the approval of the Superintendent, appoint a Building Leader who will receive twenty-five cents (\$.25) additional per hour.
- C. When the Head Custodian is absent due to a physician verified disability for twenty (20) or more consecutive days, the designated Building Leader will receive fifty cents (\$.50) per hour.

ARTICLE 13
HOLIDAYS

- A. The Employer will pay the regular days pay for the following holidays, even though no work is performed by the employee:

New Year's Eve
New Year's Day
Memorial Day
July Fourth
Friday before Labor Day
Labor Day
Thanksgiving
The Day After Thanksgiving
President's Day (Floating Holiday if school is in session)
Christmas Eve
Christmas Day
Good Friday (unless school is in session)
Fair Day
Martin Luther King Jr. Day

Employees Birthday (for employees with at least thirty (30) years of service

- B. Employees required to work on any of the above named holidays shall receive one and one-half times (1-1/2X) the base rate of pay for hours worked in addition to the regular holiday pay.
- C. If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.
- D. Employees off sick on the holiday, the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- E. Employees on personal leave of absence for more than five (5) days shall not be entitled to holiday pay.
- F. Probationary employees will not be eligible for holiday pay.
- G. A holiday falling on a weekend shall become a floating holiday mutual agreement.

ARTICLE 14
PAID LEAVES AND VACATIONS

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single leave bank at the rate of fifteen (15) days per year with one hundred (100) days limit. Upon retirement the employee will be paid \$35.00 per unused sick days, (not to exceed 100 days).
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment

Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others.

In the event an employee is absent due to compensable injury under the Worker's Compensation Act, the employee's accumulated sick leave will be deducted on a prorated basis to maintain the employee's regular daily wages. When the employee's sick leave accumulation is exhausted, the employee will only be eligible for the payments afforded by law.

- C. All employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, significant other, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, or brother-in-law or sister-in-law. Additional time off will be granted for necessary time to travel to distant States for funeral services.
- D. One (1) working day off, per contract year, with pay may be granted for a funeral of others than in the immediate family.
- E. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.
- F. A maximum of two (2) personal leave days will be allowed per year. In all cases of personal leave the request for approval must be for a sound, pressing and unavoidable reason. Personal leave days, if unused, may be accumulated into the sick leave bank, or may be redeemed for twenty-five dollars (\$25.00) per unused day, payable at the July Board Meeting.

- G. When no school is in session due to an Act of God, the employees covered by this Agreement shall receive their normal day's pay if the employee is unable to get to work due to an Act of God.
- H. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days. The Employer reserves the right to ask judicial authority to excuse the employee in case of hardship.
- I. All employees covered by this Agreement shall receive vacation in accordance with the following schedule:
1. One (1) year of service completed shall receive one (1) week vacation with pay;
 2. Two (2) years of service completed shall receive two (2) weeks vacation with pay;
 3. Five (5) years of service completed shall receive three (3) weeks vacation with pay;
 4. Ten (10) years of service completed shall receive four (4) weeks vacation with pay.

No employee shall be allowed to use more than three (3) consecutive weeks vacation without extenuating circumstances. In all cases, unused vacation time shall not be allowed to accumulate.

Employees on sick leave, approved leave of absence or terminating employment shall receive pro-rata vacation pay based upon one-twelfth (1/12th) of the vacation allowance for each month of employment of major fraction thereof between the anniversary date and his termination date. Except, no employee will receive pro-rated vacation allowance until he has completed one (1) year of continuous employment with the Employer. Upon completing one (1) year of service, an employee must have worked a minimum of six (6) months for the year he terminates his employment upon giving the Employer proper notice.

To be eligible for a vacation, an employee must have worked eighty percent (80%), the employee shall receive a pro-rata vacation based at one-twelfth (1/12th) of vacation for each month of service.

It shall be understood that those employees who are presently covered by this Agreement will not suffer a reduction in vacation time by the institution of this schedule.

Employees are expected to take at least one (1) week of their vacation during the course of the school year; however, there may be exceptions to this. This vacation, one (1) week, is to be approved by the supervisor and/or administration at least three (3) weeks prior to the required week of vacation.

- J. Probationary employees will not be eligible for benefits under Article 16.
- K. A custodian may exchange accumulated sick days in five (5) day increments at his/her option and will receive one (1) personal day in return. This option shall apply, provided the employee is at the current one hundred (100) day sick day cap.

ARTICLE 15 FAMILY MEDICAL AND LEAVE ACT

- A. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) and Employer policy, for a total period of up to twelve (12) weeks per year.

A rolling twelve month period will be utilized in all cases by the Employer in assessing the amount of time an eligible employee has available for qualified leaves under the Act.

The Employer may require an employee to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the Act.

In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Employer. Proper consideration when medically necessary will be given as required by law in such instances and alternate assignment(s) may be instituted by the Employer.

In the event an employee and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits to an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

B. The following general provisions will apply to all leaves of absence under this Article:

Except as set forth in section A above, the leaves of absence under this Article shall be without pay and benefits.

1. Seniority shall accrue while on leave under this Article.
2. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.
3. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
4. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Employer may require the employee to repay insurance premiums paid on behalf of the employee during the leave.
5. All requests for leaves are to be directed to the Superintendent's Office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days notice. Where not foreseeable, employees are required to provide notice as soon as practicable.

ARTICLE 16 DISABLED EMPLOYEES

Notwithstanding any of the provisions of this Agreement, the Board reserves the right to take any steps that may be necessary to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including the steps needed in order to reasonable accommodate an employees disability, to the extent required by law.

Action will not be initiated by the Board under this provision without notifying the Union and permitting the Union to be present during any discussions on accommodation with the employee that impact on the terms of this Agreement.

In that the Employer and Union are subject to the ADA and other similar statutes, any adjustments necessary in the contract to accommodate a bonafide handicap will be submitted to writing and executed by the parties without undue delay. In the event any provision of this Agreement or application of the Agreement conflicts with the ADA or similar state or federal legislation, the legislative requirements shall prevail. In the event of a claim by the Union alleging that this provision violates the master contract, shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar federal and state legislation.

ARTICLE 17 HOSPITALIZATION INSURANCE

The Employer will provide premiums as follows:

- | | |
|---------------------|---|
| 1. Health Insurance | MESSA Choices
Saver RX \$10.00/\$20.00 drug card..
\$100/\$200 In-Network Deductible
\$250/\$500 Out-Network Deductible
\$20.00 Office Visit
\$50.00 Emergency Room Visit
Adult Immunizations |
| 2. Dental Insurance | Two (2) Star Plan |
| 3. Vision Insurance | Three (3) Star Plan (Family) |
- A. For those full-time employees who do not desire the hospitalization insurance, the Employer agrees to provide and pay the full premium of (\$15,000.00) term life insurance.
- B. Probationary employees shall not be eligible for insurance benefits.
- C. Employees will receive three hundred twenty five dollars (\$325) once a year (paid in June) for changing to the ten dollar (\$10.00)/ twenty dollar (\$20.00) prescription drug card.
- D. For those employees who do not receive health insurance, the Board of Education shall provide three hundred dollars (\$300) per year as an alternative benefit.

**ARTICLE 18
PART-TIME EMPLOYEES**

- A. Part-time employees who work less than twenty (20) hours a week receive no insurance benefits. Employees who work twenty (20) or more hours a week shall receive health insurance benefits pro-rated beginning at fifty percent (50%) for twenty (20) hours, with a maximum of one hundred percent (100%) at forty (40) hours, with the exception of dental coverage.

- B. Part-time employees shall receive a pro-rata portion of all other benefits provided by this Agreement.

**ARTICLE 19
MISCELLANEOUS PROVISIONS**

- A. Each full-time employee will receive an allowance of up to two hundred dollars (\$200.00) for the purchase of work clothing. Should the amount exceed the two hundred dollars (\$200), the employee shall pay the excess amount. Work Clothing is to be maintained and laundered by the employee. In any contract year, should an employee not elect to use this benefit, he/she shall receive one hundred dollars (\$100) in lieu of this benefit. (NOTE: This (\$100) in lieu of this benefit is considered to be taxable income) will be paid in June.

- B. After presentation of property credentials, Officers or accredited representatives of the Union shall, (upon request by the Union), be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances.

- C. For any employee hired prior to July 1, 2007, and who paid out-of-pocket for State-mandated fingerprinting, that employee shall be reimbursed by the Board should the State reimburse the Board.

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

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

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

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

**ARTICLE 21
CLASSIFICATION AND SALARY SCHEDULE**

Effective July 1, 2017:

<u>Hire Date</u>	<u>After 90 Days</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years+</u>
\$ 13.00/hr.	\$ 13.93/hr.	\$14.36/hr.	\$14.78/hr.	\$15.21/hr	\$15.63/hr.	\$16.45/hr.	\$16.65/hr.

Effective July 1, 2018:

Wage Reopener

Effective July 1, 2019:

Wage Reopener

The Board will pay for T.B. tests required by law.

ARTICLE 22
TERMINATION, CHANGE OR AMENDMENT

- A. This Agreement will become effective upon the later of July 1, 2017 or ratification by both parties and will remain in full force and effect until June 30, 2020.
- B. If either party desires to negotiate a successor Agreement, it shall, ninety (90) days prior to the expiration date, give written notice. If neither party gives notice, or withdraws the same prior to the expiration date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to ninety (90) days written notice by either party the next year.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged practice between the parties. Any amendment(s) or supplemental agreement(s) hereto shall not be binding upon either party, unless executed in writing by the parties hereto.

**PITTSFORD AREA SCHOOLS
9304 HAMILTON RD
PITTSFORD, MI 49271**

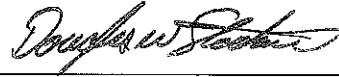


President, Board of Education

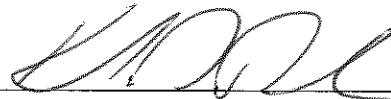


Secretary, Board of Education

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324
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BLOOMFIELD TWP., MI 48302**



Douglas W. Stockwell
Business Manager



Kenneth D. Dombrow
President



Thomas C. Scott
Recording Corresponding Secretary

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