

June 30, 1971

MASON
CONSOLIDATED SCHOOLS
CUSTODIAN AGREEMENT
1969 - 1971

Mason Consolidated Schools

AGREEMENT

between

MASON CONSOLIDATED SCHOOLS, hereinafter referred to as the "Employer",
and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547
AFL-CIO hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Mason Consolidated 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 II

NON-DISCRIMINATION

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 or national origin.

ARTICLE III

UNION RECOGNITION, UNION SECURITY; CHECK OFF

SECTION I. Union Recognition

(a) The Mason Consolidated Schools 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, wages, hours of employment.

(b) The term "employee" as used herein shall include all Custodial & Maintenance, Utility Custodians, and Bus Mechanic, employees of the Mason Consolidated Schools District.

SECTION II. Union Security

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those presently employed, who are not members on the effective date of this Agreement shall, on or before the 31st day following the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the 31st day following the satisfactory completion of the probationary period of such employment, become and remain members in good standing in the Union.

(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 applicable to other members of the Union.

(c) The Employer agrees that, upon hiring any new employees who are not members of the Union, the Employer shall send a letter advising the Union of the name and date of hiring of the new Employees.

(d) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party thirty (30) days' written notice.

(e) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment with no recourse to this Agreement.

SECTION III Check-Off

(a) The Employer shall deduct from the wages of Employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer proper written authority to do so.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

A. "The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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 its properties and facilities, and the activities of its employees during the school day;

- (2) To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To determine work load, hours of employment and the duties, responsibilities, and assignments of employees covered under the contract. 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 judgement 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 hereof are not in conflict with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. "

B. The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE V

NEW JOBS

The Employer shall have the right to establish, evaluate, change and ob-

solete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When anew 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.

The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE VI

TRANSFERS AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy, and the employees shall be given five (5) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided he 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 place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

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.

Temporary transfers shall be for a period of no longer than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and be posted.

An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 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 VII

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 VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in Schedule nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE IX

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, moral turpitude, dishonesty, insubordination or willful violation of agreed upon rules.

ARTICLE X

SENIORITY

1. Employees shall be regarded as probationary employees for the first sixty (60) days of active employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

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

3. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee; provided, the senior employee is qualified

to hold the position held by the least seniority employee.

4. An employee will lose his seniority for the following reasons:

(a) He resigns.

(b) He is discharged for cause.

5. 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 for the term of such office and shall accumulate seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

6. Seniority shall continue within the bargaining unit to accumulate for an employee who is transferred to a supervisory position, with the supervisory employee having no recourse to the terms of this Agreement except in the event of layoff, he shall have the right to exercise his seniority within the bargaining unit if he previously was in a classification covered by this Agreement.

7. During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of lay off 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.

ARTICLE XI

GRIEVANCE PROCEDURE

1. Grievance Procedure.

Step One

A. An employee having a grievance shall present it orally to his

supervisor.

- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the steward.

Step Two

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.
- B. The aggrieved employee and his supervisor shall sign the grievance.
- C. The steward shall meet with the Director of Buildings and Grounds to discuss the grievance within five (5) days of its written submission to the Director of Buildings and Grounds.
- D. The Director of Buildings and Grounds shall give his decision in writing within ten (10) working days of his meeting with the steward.

Step Three

- A. Any appeal of a decision rendered by the Director of Buildings and Grounds 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 Director of Buildings and Grounds was not satisfactory.

Step Four

Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within five (5) working days and the Board shall meet

with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Superintendent was not satisfactory.

Step Five

A. If the Union so requests, the Board or its 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.

B. The procedure herein provided shall not prohibit the Union or the Employer from resources to normal mediation provided by Michigan State Law.

ARTICLE XII

HOURS AND WORK WEEK

Section I.

A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a. m. Monday.

B. The normal work day shall be eight (8) hours plus 1/2 hour unpaid lunch period.

C. There shall be no changes in the present employees work schedule except by mutual agreement.

D. Rest or refreshment periods, or breaks shall not exceed 12 minutes per four hours worked and such periods shall be confined to the premises.

Section II

A. Overtime rates will be paid as follows:

1. Time and one-half will be paid for all time worked in excess

of eight hours in a twenty four (24) hour period and all time worked in excess of forty hours in one work week, for which overtime has not already been earned.

2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half his regular rate for a minimum of two (2) hours on each call.

Section III Distribution of Overtime

A. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

B. Whenever an employee is unable to perform his normal job functions because of illness or any other good cause, two employees shall be asked, according to seniority, to work four (4) hours each on the first day only when the employer deems it necessary to fill said job. Additional days of same absence may be filled by the employer with substitute employees.

Section IV Shift Differential

A. Employees who are regularly scheduled for work between twelve midnight and 8:00 a.m. shall receive a premium of 15¢ (cents) an hour for the eight (8) hours worked that day.

ARTICLE XIII

HOLIDAYS

1. The Employer will pay eight (8) hours for the following holidays,

even though no work is performed by the Employee:

1. New Years Day
2. Memorial Day
3. July Fourth
4. Labor Day
5. Thanksgiving Day and day following
6. December 24 and Christmas Day
7. Good Friday

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

3. 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.

4. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XIV

HOSPITALIZATION

The Employer shall pay the total cost of hospitalization insurance for employees and shall pay the additional cost for those employees who carry such insurance for their dependents. (Blue Cross, Master Medical, MVF 1 Plan,

Semi-Private.)

ARTICLE XV

SICK LEAVE AND FUNERAL LEAVE

Section I

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month to a maximum of (60) sixty days. It is understood that part time employees shall be entitled to a pro-rated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

Section II

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. An employee granted a pregnancy leave of absence shall be entitled to return to work if a position is open for which said employee is qualified.

Section III

A. All employees shall be granted three (3) working days off with pay for a death in the employees immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee.

1. husband or wife
2. father or mother

3. son or daughter
4. sister or brother
5. father or mother in-law
6. grandparents or grandchildren

Two additional days will be given for travel at the discretion of the superintendent to be deducted from sick leave.

B. Employees may be granted time off to attend the funeral of non-family members at the discretion of the superintendent.

C. All employees shall be entitled to a total of one day per year, for personal emergency and/or business leave. Request and reason must be in writing and submitted to the superintendent in advance (24 hours).

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

ARTICLE XVI

VACATIONS

All employees covered by this Agreement who have completed one year of service shall receive two weeks vacation with pay.

To be eligible for a vacation, an employee must have worked eighty (80%) percent of his regular scheduled working hours.

Employees 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 anniversary date and his termination date.

Custodians are required to take vacations during the summer time when schools are not in session.

<u>Vacation Earned</u>	
1-5 years	10 days
6-8 years	12 days
9-14 years	15 days
15 years & over	20 days

ARTICLE XVII

JURY DUTY

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 thirty (30) days, if the employer is unable to secure the employees waiver from jury duty. This clause covers only day time employees.

ARTICLE XVIII

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 set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XIX

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings

of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

The superintendent or his designated representative shall accompany the Union officer on his visit.

ARTICLE XX

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section I

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

Section II

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.

Section III

If any Article or 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 Article or 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 collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXII

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective as of July 1, 1969 and remain in full force and effect until June 30, 1971. The economic feature of this Agreement may be re-opened for further negotiations each year by either party giving the other party at least sixty (60) days prior to the termination of the Agreement. In the event no notice is given of the intention to re-open, then all of the features of said Agreement shall be automatically renewed for an additional year until the termination of the Agreement as hereinbefore provided.

Wages

CLASSIFICATION	PROBATIONARY RATE	BASE RATE
Maintenance Man	\$6,400.00	\$6,900.00
Bus Mechanic	\$6,400.00	\$6,900.00
Custodian	\$5,900.00	\$6,400.00
Utility Custodian	\$4,400.00 (42 weeks)	\$4,900.00
Grounds Maintenance	\$5,900.00	\$6,400.00

Pool Operator

The custodian who is responsible for the operation of the pool will be paid at the rate of \$200.00 per year above the base salary.

Uniforms

The employer shall furnish three pair of coveralls to the maintenance men and the bus mechanic.

Mileage

The employer shall pay .10¢ per mile for the maintenance men using their private vehicle for school business.

BOARD OF EDUCATION

Wallace Garvir 7/15/69
President

Alice S. Schyllenda 7-16-69
Secretary

Leon Brady 7/15/69
Superintendent

AFL-CIO

Robert B. Ross
Business Manager

Richard Gammel
President

Joseph Jordan
Corresponding Secretary