

AGREEMENT Michigan State University
between LABOR AND INDUSTRIAL
RELATIONS LIBRARY 6-30-71

THE MASON PUBLIC 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

Section 1. Purpose

- A. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Mason Public Schools and the employees covered herein, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

Section 1. Recognition

- A. The Mason Public Schools hereby recognize Local #547 of The International Union of Operating Engineers, AFL-CIO, as the exclusive representative and sole bargaining agent of the employees as indentified immediately herein with respect to wages, hours and other conditions of employment.
- B. The term "employee" as used in this agreement shall include Maintenance and Custodial employees of the Mason School System excluding supervisory employees.

Section 2. Management Rights

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

Mason Public Schools
118 W. Oak St. Mason, Michigan 48854

Mason
Public Schools

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3. Strike Prohibition

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Employer and the Union subscribe to the principal that differences shall be resolved by appropriate and peaceful means, without interruption of the schools program. Accordingly, the Union agrees that during the term of this agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

Section 4. New Employees

- A. The Mason Public Schools may hire new employees from whatever source it desires. Within ninety (90) days from the signing of this agreement all present employees will be guaranteed an opportunity to join Local #547 the sole and exclusive bargaining agent for the employees.
- B. New employees shall, after ninety (90) days of employment be afforded the opportunity to join the Union, provided, however, that if a new employee is absent during the first ninety (90) days of employment he shall work additional days equal to the number of days absent and shall not be afforded the opportunity to become a member of the Union until these additional days have been worked. Continued union membership shall not be considered a condition of employment.
- C. The first ninety (90) days of employment or any extension thereof shall be considered a probationary period and if the employee is unsatisfactory he may be dismissed by the Employer during this period without appeal by the Union.
- D. The Union agrees to accept all present employees of the Employer who fall within the definition of the term employee used herein without discrimination. However, the Union has the right to refuse to accept any future employee who has had disciplinary action within the Union.

Section 5. Maintenance of Membership

- A. It shall be a condition of employment that all present members of the Union now employed by 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.
- B. The Union agrees that it will make membership in the Union available to all new employees on a voluntary basis on the same terms and conditions as are generally applicable to other members of the Union.
- C. Both parties to the agreement shall have the right to re-open negotiations pertaining to this section when the laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

ARTICLE III

Section 1. Representation

- A. The Employer agrees that the employees shall have the right of representation by one (1) Steward duly elected by the employees maintaining union membership. The Steward shall handle grievances arising under and from the application of this agreement according to the established grievance procedure outlined herein.
- B. It is further agreed by both the Employer and the Union that the duly elected Steward has his regular duties as an employee to perform.
- C. 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, following that which deductions were made, 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.
- D. The Union will protect and save harmless the Employer from any and all claims, demands, and suits and other forms of liability, including attorney fees, incurred by reason of action taken or not taken by the employee for the purpose of complying with this contract.

Section 2. Grievance Procedure

- A. A grievance may exist whenever it appears that a violation of this document exists between the Employer and the Union, or the Employer and one of the employees.

Step One

- a. An employee having a grievance shall present it orally to his supervisor within five (5) working days of the alleged violation.
- b. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request his 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 the steward shall sign the grievance.
- c. The grievance shall be submitted to the Supervisor of Buildings and Grounds within five (5) working days from the date of Step One, A, above.

Step Three

- a. The steward shall meet with the Supervisor of Buildings and Grounds to discuss the grievance within five (5) working days of its written submission to the Supervisor of Buildings and Grounds.
- b. The Supervisor of Buildings and Grounds shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the steward.
- c. If the decision of the Supervisor of Buildings and Grounds is not appealed within five (5) working days, his decision shall be considered settlement of the grievance.

Step Four

- a. Any appeal of a decision rendered by the Supervisor of Buildings and Grounds shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent or his designee shall meet with a business representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Supervisor of Buildings and Grounds was not satisfactory.

Step Five

- a. If the Union, or the Superintendent requests, the Board of Education 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, and advisory arbitration.
 - b. The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.
 - c. By mutual consent the Employer and Union may extend, in writing, the time limits of any of the forgoing grievance procedure steps 1 through 5 inclusive.
- B. Failure to meet the specified time limits in any of the above steps eliminates the opportunity to proceed to the next step or re-file that grievance.

ARTICLE IV

Section 1. Seniority

- A. The first ninety (90) days of employment shall be regarded as a probationary period for all new employees. Employees who do not fulfill the prescribed ninety (90) day probationary period shall not have recourse to the terms of this agreement.
- B. Seniority shall be accrued and effective on the ninety-first (91) day of work, retroactive to date of hire.

Section 2. Lay-Off

- A. Lay-Off shall be by seniority, with the least senior employee being the first employee to be displaced.

Section 3. Factors Causing Loss of Seniority and Employment

- A. Any one of the following reasons will cause an employee to lose his seniority and employment:
1. Discharge for cause
 2. Voluntary resignation
 3. Absence for one (1) day without proper notification to the Employer and without a good and sufficient reason.
 4. Repeated and chronic tardiness
 5. Failure to report for work from lay-off within forty-eight (48) hours after contacted
 6. Failure to return to work from an authorized leave of absence at the agreed upon date
 7. Falsifying the bi-weekly time card

ARTICLE V

Section 1. New Jobs, Transfers and Job Posting Procedures

- A. Notices of all permanent vacancies in newly created or full time jobs shall be posted on the employee bulletin boards within five (5) days from the date it is created or occurs. 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 given consideration to fill the vacancy or new position, provided, he has the necessary qualifications to perform the duties of the job involved. In the event the Employer does not feel that it is desirable to place the Senior Employee in the open position this matter will be discussed with the Union.
- B. The accepted employee shall be transferred immediately when a replacement for his job is secured in the above manner and has been adequately trained to perform the duties involved.
- C. Job posting shall state the type of work, location, rate of pay and normal hours to be worked along with the job title and classification.
- D. Any job may be filled without posting for a temporary period of thirty (30) days or less. Temporary jobs lasting more than thirty (30) days will be posted for bidding from interested Employees, except summer special jobs between June 1 and September 6.

- E. Any employee temporarily assigned to another position shall be paid either the rate of the position from which he is assigned or the rate of the position to which he is assigned, whichever is higher, except in situations where the replaced employee is still on the payroll for that position.

Section 2. New Jobs

- A. 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 a 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 new 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 discuss the rate and classification.

ARTICLE VI

Section 1. Hours and Wages

- A. The Union and the Employee accept the existing work schedule and any permanent change therefrom shall be discussed with the Union in advance of the proposed change.
- B. Time and one-half shall be paid for all overtime in accordance with State and Federal Laws providing it is authorized by the Employer.
- C. Overtime shall be divided and rotated as equally as is practical within each building.

- D. It is recognized that overtime is a responsibility of the job and employees will have the right of rejecting an overtime assignment only if another qualified employee is available.
- E. Whenever an employee is required to return to work for unscheduled work after the completion of his regularly scheduled working hours per day, 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 straight time pay, which ever is greater, unless he was notified before leaving work, in which case the State and Federal Laws prevail.

Section 2. Wage Schedule

(See Appendix I)

Section 3. Holidays

- A. The Employer will pay eight (8) hours pay for the following holidays, when they fall on a work day, even though no work is performed by the employee:

July Fourth
Labor Day
Thanksgiving Day
Christmas Day

New Year's Day
Good Friday
Memorial Day
Day after Thanksgiving
(effective the second
year of this agreement,
1969-70 school year)

- B. Employees required to work on any of the above named holidays shall receive straight time 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.
- D. Employees to be eligible for holiday pay must, if scheduled, work the last day preceding and the first work day following a holiday.

Section 4. Vacations

- A. Employees continuously employed by the Employer shall receive paid vacations based upon their straight time rate according to the below listed schedule.

2 weeks vacation with pay - Completion of 1 year of service

3 weeks vacation with pay - completion of 10 years of service
(8 years of service effective 1969-70 school year:

4 weeks vacation with pay - completion of 20 years of service
(12 years of service effective 1970-71 school year)

- B. To be eligible for vacation an employee must have worked eighty (80) percent of his regular work schedule per vacation year. In any one vacation year should total absence exceed twenty per cent (20%) all time lost will be excluded from computing vacations.
- C. Employees terminating employment or on a leave of absence shall receive pro-rata unused vacation allowance based upon one-twelfth of the unused vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE VII

Section 1. Jury Duty

- A. 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, for a total not to exceed thirty (30) days per year

Section 2. Contractual Work

- A. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the union nor to discriminate against any of its members.

Section 3. Jurisdiction

- A. 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 with the exception of work that has historically been performed by the Supervisor of Building and Grounds.

Section 4. Paid Leave

- A. Twelve (12) days of leave with pay, to be used for sickness or death, injury, or serious illness in immediate family or personal business as specified below will be granted to each employee July 1 of each year of this agreement. It is to be considered as granted on the basis of one day for each month of service during the year. In the event the employee does not serve the entire year, his leave days will be one day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.
- B. Sickness, as used in this section, shall be construed as to include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, or serious illness in the employees immediate family. The term "immediate family" shall include the employees spouse, children, parents, parents-in-law, and siblings, or persons with whom the employee has close emotional ties.
- C. At the beginning of every school year, each employee shall be credited with the two personal business days granted in this section, to be used at the discretion of the employee. The employee shall notify his principal in writing, at least one day in advance, except in case of emergency. The principal of each building shall not be obligated to accept more than one application on any given day or days. The personal business day is not to be used the first or last day of a school semester or on a day immediately preceeding or immediately following a vacation or holiday, except in case of an emergency.

- D. Any employee drawing benefits under Workman's Compensation may elect to be reimbursed the difference between that compensation which he is receiving and his regular salary to the extent of the monetary value of the accumulated paid leave days.

Section 5. Leave of Absence

- A. One (1) employee in the bargaining unit elected or appointed to fill a full time office in the Union where duties require his absence from work shall be granted leave without pay for a period of up to one (1) year, renewable. At the end of such time the employee will be given re-employment on his former job without seniority loss at the rate applicable for the job at the return date.

Section 6. Visitation

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

ARTICLE VIII

Section 1. Scope

- A. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.
- B. No agreement, alteration, letter of understanding or modification of any of the items of this agreement will be excuted unless in unity between representatives of the Employer and duly empowered representatives of the Union.

Section 2. Saving Provision

- A. 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 immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE IX

Section 1. Termination Change or Amendment

- A. This Agreement shall become effective on July 1, 1968, and remain in full force and effect until June 30, 1971. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail, sixty (60) days prior to its anniversary date.

Signed at Mason, Michigan, Ingham
County Michigan. This _____ day of _____ 1968 .

Employer

Union

APPENDIX I
WAGE SCHEDULE

	July 1, 1968 June 30, 1969	July 1, 1969 June 30, 1970	July 1, 1970 June 30, 1971
Matron	\$ 4600	\$ 4900	\$ 5200
Custodian	5200	5500	5800
Small Building Engineer	5900	6200	6500
Large Building Engineer	6300	6600	6900
Maintenance	6500	6800	7100

90 day probationary rate - \$300 less than regular rate

Hourly rate for overtime pay purposes calculated by
dividing 2080 hours into annual salary

A longevity bonus shall be calculated according to the
following table:

After 8 years	\$200.00 yearly
After 13 years	additional \$200.00 yearly
After 18 years	additional \$200.00 yearly
After 22 years	additional \$200.00 yearly

The longevity bonus shall be added to the annual wage and
paid as a single salary.

APPENDIX II

INSURANCE

During the term of this agreement the Employer agrees to pay, to the Blue Cross-Blue Shield Insurance Company, premiums according to the following time table:

1. During the 1st year of this agreement (1968-69),
\$ _____ monthly.
2. During the 2nd year of this agreement, (1969-70),
the Employer and the Union will mutually agree on
the amount of the monthly payment which will be an
increase in the amount paid the first year.
3. During the 3rd year of this agreement, (1970-71),
the Employer will make a full coverage payment,
for the employee and his dependents, to the Blue
Cross-Blue Shield Insurance Company on a monthly
basis.