

6/30/88

AGREEMENT

between

**THE SPRINGPORT
PUBLIC SCHOOLS**

and

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 547**

Springport Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

between

THE SPRINGPORT PUBLIC SCHOOLS

hereinafter referred to as the "Board"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547
547A, 547B, and 547C, 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 Board 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

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Section 1. Union Recognition

(a) The Board hereby recognizes the Union as the sole and exclusive 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 and other conditions of employment.

(b) The term "employee" as used herein shall include all maintenance and custodial employees of the Board.

Section 2. Union Security

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the union, and who work in excess of fifteen (15) hours per week, shall within the ninety-first (91st) calendar day of the effective date of this agreement, or within the ninety-first (91st) calendar day of their hire by the Board, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.

(b) An employee who shall authorize or tender the deduction of membership dues (or service fees) uniformly required as a condition of acquiring 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) calendar days in arrears of payment of such dues (or fees).

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

(d) 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.

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

(f) The Board agrees that, upon hiring any new employees who are not members of the Union, or who are not paying towards the administration of this Agreement, the Board shall send a letter advising the Union of the name and date of hiring of the new employee.

(g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

(h) The Union will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article.

Section 3. Check Off

(a) The Union shall submit to the Board a statement of the amount due to the Union by each employee for the initiation fee and Union dues. The Board 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 during 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 Board an authorization card signed by the employee from whose pay said deductions are to be made.

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

ARTICLE 3
NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, marital status, or any handicap of a nature not directly affecting their ability to perform required duties. Any alleged discrimination may be processed as a grievance through the steps up to and including the Board level, but shall not be subject to arbitration. This Article shall not negate the employees' rights as provided in the Civil Rights Act.

ARTICLE 4
RIGHTS OF THE BOARD OF EDUCATION

(a) 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 in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the rights to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.

2. 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.

3. 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.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operations, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. 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 of employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

(b) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 5

VISITATION

Between the hours of 8:00 a.m. and 5:00 p.m. authorized representatives of the Union may, upon checking in with the building principal or superintendent, 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 visit, interrupt or interfere in any way with normal operations or cause an employee to absent himself from his 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 6

STEWARDS

(a) The employees shall be represented by a chief steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Arrangements may be made to allow the chief steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, if arrangements have been made with his supervisor.

(c) During his term of office the chief steward shall be deemed to head the seniority list for the purposes of shift preference, layoffs 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 7

SAFETY PRACTICES

(a) The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employees' normal job.

(b) The employee will also be expected to notify the Board in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE 8
JURISDICTION

(a) Employees of the Board 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 Christmas vacation periods of the year by temporary personnel.

(b) The parties hereto mutually understand and agree that nothing in this Agreement shall preclude or prevent the employer from allowing designated individuals who are not in this bargaining unit to lock or unlock school buildings after regular school hours or non-school days for regular authorized activities scheduled for more than five (5) times a year.

ARTICLE 9
CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. 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 result in the reduction of the present work force as is now in effect.

ARTICLE 10
SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days. Substitute time will not count toward probationary or seniority time. If at any time prior to the completion of the ninety- (90) calendar day probationary period the employee's work performance is unsatisfactory, he 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 probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee provided, the senior employee is qualified to hold the position held by the least senior employee. The seniority and recall list shall be maintained for a period of two (2) years. Thereafter the employee will lose the right to recall.

(d) An employee will lose his seniority for the following reasons:

1. He is discharged
2. He resigns
3. He does not return to work upon being recalled from layoff in three

(3) consecutive working days.

(e) An employee promoted to supervisory position shall have ninety (90) days' probation. If the employee, during the probationary period for any reason wishes to return to or is returned to the bargaining unit, he/she may do so with full accumulated seniority at any time, up to the expiration of the ninety (90) days.

(f) An agreed-to seniority list shall be furnished 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 11

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within fourteen (14) calendar days from the date of the vacancy, and the employee shall be given five (5) working days' time from the date of posting 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 is the most qualified applicant to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner; the type of work; the starting date; the rate of pay; the hours worked; and the classification.

(b) Any employee transferred involuntarily from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is involuntarily transferred or the rate of the position to which he 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 transfers. A custodian transferred to work on maintenance will be paid at the base rate of a maintenance helper.

(c) Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty- (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty- (30) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE 12

NEW JOBS

(a) The Board shall have the right to establish, evaluate, change and obsolete jobs 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 Board shall place into effect a new classification and pay rate for the job in question and he shall designate the classification and rate of pay as temporary. The Board shall notify the Union in writing of any such temporary or obsoleted job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of 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 board 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 the 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 13

DISCIPLINE - DISCHARGE

Written notification of dismissal, suspension or other disciplinary action shall be sent to the Union and the employee. The employee has the right to defend himself against any and all charges. Among the causes, but not limited to the stated causes, which shall be deemed sufficient for dismissal, suspension or other disciplinary action, at the option of the Board are the following: Being in possession of or under the influence of drugs or alcoholic beverages on school property during work hours, dishonesty, insubordination, taking an unauthorized leave of absence, absence for three consecutive working days without notifying the Board, or violation of Board rules. Repeated tardiness and/or absenteeism may be the basis for progressive disciplinary action.

ARTICLE 14

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is not compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the employer, shall be granted a leave of absence for a period not to exceed twelve (12) months. A

further leave may be granted at the discretion of the Board provided the employee promptly notifies the Board of the necessity for such extension and provided further that he supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employer.

(b) Leaves of absence may be granted at the option of the Board for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence shall be granted or refused at the option of the Board for a specific period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall, by the end of her third (3rd) month, and each subsequent month thereafter, furnish the Board with a certificate from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. At no time will the employee be permitted to work without the aforementioned physician's statement that she is medically able to continue services. Normally an employee shall be expected to return to work within two (2) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. Maternity leave will be granted without pay and without sick leave accumulation.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinafter specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than these listed above when they are deemed beneficial to the Board.

(i) An employee hired specifically to fill a designated position from which an employee is on leave shall not become part of the bargaining unit.

(j) Failure to report a pregnancy as stipulated, fraudulent application for a leave or improper use of leave will result in immediate dismissal.

ARTICLE 15
GRIEVANCE PROCEDURE

Definition:

A grievance shall be an alleged violation, misinterpretation or misapplication of the express 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 the contract is alleged to have been violated
5. What specific remedy is requested

No grievance may be presented following the expiration of five (5) working days after the occurrence upon which it is based. The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement between the Board, its representative, and the Union.

Step One

- (a) An employee having a grievance shall present it orally to his supervisor.
- (b) The supervisor shall discuss the grievance with the employee.
- (c) If the grievance is not settled orally, the employee or his supervisor within one (1) day, may request a meeting with the steward to discuss the grievance.

Step Two

- (a) The steward may then within two (2) working days of the oral discussion with the supervisor submit the grievance in writing to the supervisor.
- (b) The supervisor shall then give his decision in writing within two (2) working days of receiving the written grievance.

Step Three

(a) Any appeal of a decision rendered by the supervisor shall be presented in writing to the superintendent of schools within five (5) working days of the 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.

Step Four

(a) The superintendent of schools shall meet with a business representative of the Union and steward and grievant within ten (10) working days following receipt of the appeal.

(b) The superintendent of schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting in Step Four (a).

Step Five

(a) If the decision of the superintendent of schools is not satisfactory, an appeal must be presented in writing within (5) working days of the receipt of the decision of the superintendent of schools by a business representative of the Union to the Board of Education.

(b) The appeal must meet the same qualifications as the original grievance plus stating in writing why the decision of the superintendent of schools was unsatisfactory.

(c) The Board of Education or a representative thereof shall meet with a business representative of the Union and steward and grievant at a time agreeable to them, but not later than thirty (30) days from the date of the receipt of the appeal.

(d) The Board of Education or representative thereof shall give a decision in writing relative to the grievance within ten (10) working days of the meeting in Step Five (c).

Step Six Arbitration

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted by the Union to arbitration. Any grievance not timely submitted to arbitration (except by mutual agreement) will be deemed settled on the basis of the Board's disposition.

(b) The Union shall request the American Arbitration Association to submit a list of nine (9) persons. A representative of the Union shall strike a name first, and thereafter each party shall alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

(c) The arbitrator, the Union or the Board may call any employee as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the arbitrator shall be borne equally by the parties.

(g) The arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.

(h) The decision of the arbitrator (if within Step Six (e) above) shall be final and conclusive and binding upon all employees, the Board and the Union.

ARTICLE 16

HOURS AND WORK WEEK

Section 1.

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

(b) The normal regularly scheduled work day shall be eight (8) consecutive hours, excepting a thirty (30) minute lunch period (and normal lunch period for mechanic.) During an emergency (authorized by the building principal or immediate supervisor) employees required to work during their lunch period will be paid time and one-half for the affected portion of their lunch period. Employees may leave the premises during their lunch periods.

Section 2.

(a) Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period (except if more than 8 hours in a 24 hour period is a result of a change in shift hours on days when school is not in session with the employee's written consent). Time and one-half will be paid for all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

(b) Double time will be paid for all hours worked on Sunday, when such hours are overtime.

Section 3. Call Back

Whenever an employee has left the work site and is called back 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 this straight time hourly rate, whichever is the greater. This shall not apply when an employee is called in and he continues on his regular shift and the employee shall be permitted to work his regular shift. Any employee called back in connection with opening and closing a building for an activity shall actually work for at least 1 hour.

Section 4. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and midnight shall receive a shift differential of ten cents (10¢) per hour. The shift differential shall be fifteen cents (15¢) per hour for hours worked on the midnight to 8:00 a.m. shift.

Section 5. Distribution of Overtime

When overtime work is necessary as determined by management, employees of the bargaining unit will be given first opportunity. Overtime assignments shall be by classified position except in case of emergency and shall be divided and rotated as equally as possible within the classified positions. Each employee will be required to sign a list to verify whether he/she is continually interested in and will take overtime work on a rotational basis or not. Only those employees who will take overtime work will then be asked for overtime work on a rotational basis except in an emergency. Employees will not be precluded from changing their status with respect to taking overtime in writing but will not be permitted to frequently change their minds about taking overtime work. Any employee indicating in writing he/she is willing to take overtime work will be expected to be regularly available and will not frequently turn down overtime work. In most instances, more than 4 hours overtime on any day will be divided among employees so that overtime will not exceed 4 hours per employee. Employees offered overtime work must indicate when asked that they will cover the overtime work for the entire period. Whenever all employees decline overtime work, management may hire outside substitute help. In emergency situations any employee can be called in for overtime work but will be passed over on the next rotation.

Section 6 Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen-(15) minute rest period between the second and third consecutive hours of work; and one (1) fifteen- (15) minute rest period between the sixth and seventh hours of work excepting the thirty-(30) minute lunch period.

Section 7. Substituting

When a custodian substitutes for a maintenance man, he will receive the base rate for a maintenance helper.

Section 8. Changing of Hours

Shift hours may be changed with twenty-four (24) hours notice in writing.

ARTICLE 17

SICK LEAVE AND FUNERAL LEAVE

Section 1.

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-six (126) days' accumulation.

Section 2.

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy or injury. Sick leave may be used for medical, dental or optical examinations or treatment provided the employee shall make every effort to schedule such examinations or treatment outside of his working hours. Sick leave limited to one (1) day per year, shall be granted for serious illness of a member of the immediate family requiring the presence of the employee or for a superintendent or his designee-approved emergency within the immediate family.

Section 3.

(a) All employees shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family consists of spouse, children, parents, grandparents, brother or sister of the employee or their spouse. The Board may or may not grant additional time and deduct such time from sick leave. One day with pay is available for death of a grandchild to attend the funeral.

(b) Employees shall be granted up to two (2) days per year for business that cannot be conducted outside of the employee's normal working hours; one-half (½) of any unused business days to be added to accumulative sick leave.

(c) A request for emergency business leave must be made in writing at least three (3) days in advance stating the reason for the request. For emergencies which arise and not allowing the three-day limit, the superintendent or designee may grant such leave if reason for time exception is considered valid.

(d) Emergency business days will not normally be granted the day before or the day after a vacation period or holiday, except in cases of an emergency as given in item (c) above.

Section 4.

Employees shall receive one-half (1/2) day's pay for each unused sick leave day to a maximum of fifty (50) accumulated days upon retirement under the provisions of the Michigan Public School Employees' Retirement regulations.

Section 5.

If abuse of sick leave is suspected, the Board may require proof of illness starting with the first day of the illness which may include requiring the employee to present a doctor's certificate verifying the nature of the illness preventing the employee from working provided a request for a doctor's certificate is made at such a time as will reasonably allow the employee to obtain verification. This provision shall be applied equally to all personnel in the unit.

ARTICLE 18

HOSPITALIZATION

(a) The Board shall during the life of this Agreement for each employee covered by this Agreement, provide full family coverage with SET Ultra Med B Hospitalization Insurance as is necessary depending on the employee's family status. It shall be the responsibility of each employee to notify the office and fill out appropriate forms to be properly enrolled for the insurance coverage. The forms shall be available in the office.

(b) The Board shall pay the full cost of the SET Basic & Major Dental programs with \$50.00 lifetime deductible and 70% payable for the first year.

(c) A new employee who begins active employment after the tenth day of the month shall have all insurance coverage effective on the first day of the next month.

ARTICLE 19

HOLIDAYS

(a) The employer will pay each employee eight (8) hours' pay for the following holidays, even though no work is performed by the employee:

New Year's Day	Memorial Day
July 4th	Labor Day
Thanksgiving Day	Christmas Eve Day
Day following Thanksgiving	Christmas Day
New Year's Eve Day	One day during Spring Break scheduled by the Board

(b) Employees required to work on any of the above named holidays will receive double time for hours worked plus the eight (8) hours of regular holiday pay.

(c) If an employee is on vacation on any of the above named holidays he shall receive an additional eight (8) hours' pay for the holiday.

(d) 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 regularly earned pay.

(e) To be eligible for holiday pay, the employee must work the last scheduled work day prior to and the first scheduled work day after the holiday.

(f) Employees off sick on the day before or the day after the holiday, at the discretion of the Board, may be required to submit proof of illness to the employer to receive holiday pay.

ARTICLE 20

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of continuous service shall receive two (2) weeks' vacation with pay; after five (5) years of continuous service three (3) weeks' vacation with pay; after ten (10) years of continuous service four (4) weeks' vacation with pay.

(b) Vacations will be scheduled and granted according to seniority as of May 1 of each year provided the most senior employee gives the employer a minimum of two (2) weeks' notice prior to the date the employee wants such vacation time, in order that the employer may arrange for proper scheduling during such vacation time. Employees may take one-half ($\frac{1}{2}$) of their vacation during the school year excluding winter and spring vacation weeks.

(c) Vacations will be taken annually, with no accumulation of vacation time from one year to another.

(d) Employees may receive their vacation pay, one pay period prior to their scheduled vacation.

ARTICLE 21

JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Board for such time lost as a result, less any compensation received for said time from other than the employer, for a period of time up to sixty (60) working days provided that the employee is unable to obtain a waiver from service.

ARTICLE 22

PART-TIME HELP

An employee who regularly works a schedule of less than forty (40) hours per week in one classification shall receive prorated benefits based on the hours regularly worked compared to the forty- (40) hour week.

ARTICLE 23

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE 24

BINDING EFFECTIVE AGREEMENT

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

ARTICLE 25

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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 Board unless executed in writing between the parties and the same has been ratified by the Union and Board.

Section 2.

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

Section 3.

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 through the operation of Article 27.

ARTICLE 26

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is July 1, 1985.

(b) 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.

(c) 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 desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement, without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating Engineers, Local 547 AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227 and if the Board addressed to the Springport Public Schools, Main Street, Springport, Michigan, 49284.

(e) This Agreement shall continue in full force and effect until June 30, 1988.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed this _____ day of _____, 1985.

SPRINGPORT PUBLIC SCHOOLS

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

President, Board of Education

Business Representative

Superintendent

President

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1985

<u>CLASSIFICATION</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Maintenance Man	\$7.00	\$7.33
Maintenance Helper	\$6.53	\$6.87
Custodian	\$5.95	\$6.24
Bus Mechanic	\$8.31	\$8.66

Effective July 1, 1986

Maintenance Man	\$7.35	\$7.70
Maintenance Helper	\$6.86	\$7.21
Custodian	\$6.25	\$6.55
Bus Mechanic	\$9.14	\$9.53

Effective July 1, 1987

Maintenance Man	\$7.72	\$8.09
Maintenance Helper	\$7.20	\$7.57
Custodian	\$6.56	\$6.88
Bus Mechanic	\$10.05	\$10.48

Longevity Pay:

Shall be paid on total continuous years of service

Three (3) years of service an additional 10¢ per hour

Five (5) years of service an additional 10¢ per hour

Eight (8) years of service an additional 10¢ per hour

Ten (10) years of service an additional 10¢ per hour

Board to pay retirement-School Employees' Retirement Fund

An allowance of one hundred dollars (\$100.00) per year for a uniform allowance for maintenance men and the bus mechanic.

