

6/30/93

A G R E E M E N T

between

TECUMSEH PUBLIC SCHOOLS

hereinafter referred to as the "Board"

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #547, 547A, 547B, 547C, and 547H

hereinafter referred to as the "Union"

Effective July 1, 1990 through June 30, 1993

Tecumseh Public Schools

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>SECTION</u>	<u>PAGE</u>
I	Purpose		1
II	Union Recognition	1	1
II	Agency Shop	2	1
II	Check Off	3	2
III	Non-Discrimination		2
IV	Rights of the Board of Education		2
V	Visitation		3
VI	Stewards		3
VII	Safety Practices		3
VIII	Jurisdiction		3
IX	Contractual Work		4
X	Seniority		4
XI	Transfer & Promotional Procedure	1	5
XI	Temporary Transfers	2	5
XII	New Jobs		6
XIII	Discipline Discharge		6
XIV	Leave of Absence		7
XV	Grievance Procedure		8
XVI	Hours and Work Week	1	11
XVI	Overtime Rates	2	11
XVI	Call Back	3	11
XVI	Reporting Back	4	11
XVI	Distribution of Overtime	5	12
XVI	Rest Periods	6	12
XVI	Shift Differential	7	12
XVI	Reporting for Duty or Calling In	8	12
XVII	Insurance Protection		12
XVII	Eligibility	1	12
XVII	Paid Insurance	2	12
XVII	Worker's Compensation	3	13
XVIII	Sick Leave	1	13
XVIII	Funeral Leave	2	14
XVIII	Personal Business Days	3	14
XIX	Holidays		14
XX	Vacations		15
XXI	Jury Duty		16
XXII	Benefit Eligibility		16
XXIII	Act of God Days	1	16
XXIII	Mileage Reimbursement	2	16
XXIII	Tuition Reimbursement	3	16
XXIV	Classification and Compensation		17
XXV	Binding Effective Agreement		17
XXVI	Scope	1	17
XXVI	Waiver	2	17
XXVI	Alteration of Agreement	3	17
XXVII	Termination and Modification		17
	Signatures		18
	Schedule A: Salary Schedule		19

ARTICLE I: 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 collective bargaining, and to establish standards of wages, hours, and conditions of employment.

ARTICLE II: RECOGNITION, AGENCY SHOP, CHECK OFF

Section 1. Union Recognition

- (a) The Board hereby recognized the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment.
- (b) The term "employee" as used herein shall include all employees as identified within the classification structure, as described in schedule A, of this Agreement.

Section 2. Agency Shop

- (a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within 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 tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) 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) calendar days after receipt of written notice of such default is delivered to the Board by the Union.
- (d) If any provisions of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- (e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as generally applicable to other members of the Union.
- (f) The Board agrees that, upon hiring any new employees who are covered by this Agreement, the Board shall send a letter advising the Union of the name, date of hiring and the Social Security number 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 by paying the regular monthly service fees.
- (h) The Union assumes full responsibility for validity and legality of such deductions as made by the Board pursuant to this Article, and said Union further agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that might arise out of the compliance and/or enforcement of this article.

Section 3. Check Off

- (a) The Board shall deduct the initiation fee and Union dues or service fees 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 the month 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.
- (b) Such dues, as and when deducted, shall be kept separate from the Board's General Funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

ARTICLE III: NON-DISCRIMINATION

The Board 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, religion, sex, age, or national origin.

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 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:
 - (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 work day;
 - (2) To hire all employees and subject to the provision 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;
 - (3) To determine work load, hours of employment, and the duties, responsibilities, and assignments of employees covered under the Agreement. 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 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 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: VISITATION

After presentation of proper 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 for assisting in the adjusting of grievances, provided that said observation should not be in areas which would be detrimental to the management and function of school and its students.

ARTICLE VI: STEWARDS

- (a) The employees shall be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employer and the Union, and whose names shall be made known to the Board in writing.
- (b) Reasonable arrangements will be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend negotiating meetings after making arrangements with the Assistant Superintendent of their Schools.
- (c) During their term of Office, the Chief and Alternate Steward shall be deemed to head the seniority lists for the purpose of shift preference, lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

ARTICLE VII: SAFETY PRACTICES

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, in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulation.

ARTICLE VIII: JURISDICTION

Persons not covered by the terms of this Agreement, shall not perform work covered by this Agreement, except for the purposes of

instructional training, experimentation, or in cases of emergency. Substitute employees shall be exempt for the purpose of covering employee absences.

ARTICLE IX: 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 intention of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force as outlined in Schedule A nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE X: SENIORITY

- (a) A newly hired employee shall be on a probationary status for twelve (12) weeks, taken from and including the first day of employment. If at any time prior to the completion of the twelve (12) week probationary period the employee's work performance is unsatisfactory to the Board, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the first twelve (12) weeks of employment shall work additional days equal to the number of days absent and such employee shall not have completed their 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 and recalled according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) An employee will lose their seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause.
- (e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employer vacates the supervisory position, under creditable circumstances.
- (f) An updated seniority list shall be furnished to each employee covered by this Agreement, with a copy sent to the Union, on or about July 1st. of each year. Such list shall contain each employee's name, date of hire, classification, rate of pay, and job location.

ARTICLE XI: TRANSFER AND PROMOTIONAL PROCEDURE

Section 1. Vacancies and Newly Created Positions

- (a) Notice to all vacancies and newly created positions shall be furnished to each employee covered by this Agreement, by the Assistant Superintendent of Schools, within one (1) pay period from the date of the vacancy, and the employee shall be given five (5) working 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, the employee has the necessary qualifications to perform the duties of the job involved. In the event the Administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting between representatives of the Union and Administration will be held in order to review the reasons and arrive at a decision. If the senior employee who has bid for the open position, is not awarded the position, the Administration will notify such employee in writing as to the reason or reasons the employee was not placed in the open position.
- (b) Each employee filling a vacancy or new position will be on probation for 60 calendar days, and during that period their former position will be temporarily filled. A person placed in the new position will receive the pay of the new position according to contract. The person has the right to return to their former position at anytime during the probationary period without penalty.
- (c) The Board shall also furnish to the Union in writing the names of all the persons who made application for the open position, within five (5) working days from the date that the Board has awarded the vacancy.
- (d) Newly created positions or vacancies shall include the following information:
 - 1. The type of work.
 - 2. The place of work.
 - 3. The starting date.
 - 4. The rate of pay.
 - 5. The hours to be worked.
 - 6. The classification.

Section 2. Temporary Transfers

- (a) An employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.
- (b) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty

(30) calendar day time period. In the event that it is beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII: NEW JOBS

- (a) The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred.
- (b) If and/or when a new job is put into effect during the term of this Agreement, and it cannot be properly placed into an existing classification by mutual agreement of the parties, the Board shall place into effect a new classification and rate of pay for the job in question, and shall designate this new classification and rate of pay as temporary, and as an addendum to Schedule A. The Board shall notify the Union in writing of any such temporary job which has been placed into effect, upon institution of such job. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of this Agreement, under Schedule A.

ARTICLE XIII: DISCIPLINE AND DISCHARGE

- (a) When the Board 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 Board became aware of the conditions giving rise to the discipline.
- (b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

- (c) Employees shall be subject to immediate dismissal, suspension and/or disciplinary action by the Board for any of the following reasons:
1. Bringing intoxicants or narcotics into or consuming same on any school property, or reporting for duty under the influence of intoxicating beverages or narcotics.
 2. Dishonesty.
 3. Insubordination or willful violation of established rules by the Board.
 4. Conduct unbecoming an employee in the public service.
 5. Unauthorized or excessive absence from work.
 6. Disorderly or immoral conduct.
 7. Willful neglect of duty.
 8. Negligence or willful damage to public property, or misuse of public equipment and/or supplies.
 9. Deliberate falsification of records, including job applications.
- (d) All dismissals and suspensions shall be without pay or benefits, providing the Board is able to substantiate such disciplinary action.

ARTICLE XIV: LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Board of the necessity therefore and provided further that the employee 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 Board.
- (b) Leaves of absence without pay or fringe benefit shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents of the employee.
- (c) Leaves of absence without pay shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- (d) Maternity Leave: Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Board with a statement 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. Upon her return to work she will be required to furnish a medical statement from her physician to the Board indicating that she is physically able to return to work. To be assured of the same position the employee must return to work three (3) months after delivery unless a doctor's certificate is

furnished to the Board establishing the fact that she is not able to return to work at that time.

- (e) The reinstatement rights of any employee who enters the military service 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 without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training and obligations, provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (g) Any employee in the bargaining unit who is either elected or appointed to a full time office or position in the Union, and whose duties require their absence from work, shall be granted a leave of absence for the term of such office or position.
- (h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of 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.
- (i) An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay or fringe benefit, and the employee shall be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Employee and the Board.

ARTICLE XV: GRIEVANCE PROCEDURE

Definitions:

- (a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- (b) The time elements in the steps may be shortened or extended upon written mutual agreement between the parties.
- (c) For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.
- (d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance with the Maintenance Supervisor.
- (e) Any grievance which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level. In the event that an answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- (f) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or

within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such claim, the grievance shall not thereafter be considered a grievance under this Agreement.

Step One:

- (a) Any employee having a grievance shall discuss the grievance with the Maintenance Supervisor, and then if the grievance is not settled orally the employee may request a meeting with the Chief Steward to discuss the grievance.
- (b) The Chief Steward then may submit the grievance in writing to the maintenance Supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

Step Two:

- (a) The Chief Steward shall meet with the Maintenance Supervisor to discuss the grievance within five (5) working days of it's written submission to the Maintenance Supervisor.
- (b) The Maintenance Supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

Step Three:

- (a) Any appeal of a decision rendered by the Maintenance Supervisor shall be presented in writing to the Assistant Superintendent of Schools by the Union, within five (5) working days from the date of written receipt of the answer given by the Maintenance Supervisor, and the Assistant Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- (b) The Assistant Superintendent of Schools shall give his decision in writing relative to the grievance within (5) working days from the date of the meeting with the Business Representative of the Union.

Step Four:

- (a) Any appeal of a decision rendered by the Assistant Superintendent of Schools shall be presented to the Superintendent of Schools within five (5) working days from the date of receipt of the decision of the Assistant Superintendent of Schools and the Superintendent of Schools 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 Assistant Superintendent of Schools was not satisfactory.

- (b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days from the date of the meeting with the Business Representative of the Union.

Step Five:

- (a) In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent of Schools, the grievance may be submitted to Arbitration. Written notice of the intent to process the grievance to Arbitration shall be served on the Superintendent of Schools within the specified time limits as specified within the procedure to process the grievance to Arbitration.
- (b) The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The Representatives of the Board and the Unions shall return the listing of the seven (7) arbitrators to the designated mailing address of the American Arbitration Association within the specified time periods, as is furnished to the parties by the American Arbitration Association. Each party upon returning the listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their individual preference of the arbitrator, by the numbering of said arbitrators one (1) through seven (7). The American Arbitration Association upon receipt of the return lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the Arbitrator.
- (c) In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted listing as was submitted to the parties. In the event that only one (1) of the parties returns their listing to the American Arbitration Association within specified time period, as furnished to the parties by the American Arbitration Association, the American Arbitration Association shall then assign the arbitrator based on the highest preference of the party who did return their listing. In either of these instances, both of the parties shall accept that person as the Arbitrator.
- (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 hereof, 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, expenses and filing fees of the Arbitrator shall be borne solely by the non-prevailing party.
- (g) The Arbitrator shall render his decision within thirty (30) calendar days from the conclusion of the Arbitration hearing.
- (h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Board and the Union.

ARTICLE XVI: HOURS AND WORK WEEK

Section 1. Work Week and Day

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 Monday and ending 120 hours thereafter.
- (b) The normal work day shall be eight (8) consecutive hours, exclusive of agreed upon lunch period.

Section 2. Overtime Rates

- (a) 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 work week, for which overtime has been authorized in advance by the Assistant Superintendent of Schools and noted on the time sheet.
- (b) Time and one-half (1 1/2) will be paid for all hours worked on Saturday, unless a part of an employees regular work week.
- (c) Double time will be paid for all time worked on Sunday, unless a part of the employees regular work week.
- (d) The overtime provisions in paragraphs B and C above would not apply in the event an employee requests and is granted a regular working day off, in exchange for working either Saturday or Sunday.

Section 3. Call Back

Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half (1 1/2) his regular rate or a minimum of three (3) hours pay at the employee's straight time hourly rate, whichever is higher.

Section 4. Reporting Back

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive four (4) hours pay at the appropriate rate of pay, or in the event that the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 5. 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) The Board shall maintain an overtime record in the High School Building, as to the overtime worked, or refused by each employee within the High School, and Board shall update such records as the needs would require.

Section 6. Rest Periods

All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked; and one (1) fifteen (15) minutes rest period during the second four (4) hours worked per day.

Section 7. Shift Differential

Each employee covered by this Agreement who is regularly scheduled to work the second (2nd) shift shall receive a shift premium of five (.05) cents per hour for all hours worked that day; employees who are regularly scheduled to work the third (3rd) shift shall receive a shift premium of ten (.10) cents for all hours worked that day.

Section 8. Reporting For Duty or Calling In

- (a) Each day shift Employee covered by this Agreement must personally arrange for proper absence notification by no later than 6:15 a.m. or one (1) hour prior to the time his/her shift begins, whichever is earlier.
- (b) Accordingly, all 2nd. and 3rd. shift employees must personally arrange for proper notification by no later than 1:30 p.m. and 3rd. shift employees by no later than 4:00 p.m.
- (c) Failure on the part of any employee to report for duty, without proper notification will result in a deduction for the hours normally worked on that shift.

ARTICLE XVII: INSURANCE PROTECTION

Section 1. Eligibility

Probationary employees shall not be eligible for any insurance benefits offered by the Board until satisfactorily completing the required probationary period of employment as outlined in Article X (Seniority).

Section 2. Paid Insurance

The Board shall provide to employees covered by this Agreement, who work a minimum of seven (7) hours per day, the choice of 1) or 2)

below for the employee and his/her entire family for the twelve month period of each contract year. The Board will pay 100% of the premium costs for these insurances.

- 1) Plan A - For Employees Needing Health Insurance
 - a) MESSA SUPER CARE 1 or equivalent
 - b) LTD Plan 2 66 2/3
90 calendar days modified fill
\$2,500 maximum
Social Security Freeze
Alcoholism/Drug addiction and mental/nervousness
(same as any other illness)
COLA
 - c) Delta Dental E-006
(80/80/75 - \$1,200 max.)
 - d) Vision VSP-2
 - e) Negotiated Life \$30,000 AD&D

- 2) Plan B - For Employees Not Needing Health Insurance
 - a) LTD same as Plan A
 - b) Delta Dental
Auto +008 (100:90/90/90 \$1,500 max.)
 - c) Vision VSP-3
 - d) Negotiated Life \$40,000 AD&D
 - e) Super Meals
 - f) \$ 100 per month for insurance options or approved annuities

Section 3. Employees who are on Worker's Compensation will have their insurance paid.

ARTICLE XVIII: SICK LEAVE, FUNERAL LEAVE, PERSONAL BUSINESS

Section 1. Sick Leave

- (a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick bank at the rate of twelve (12) days per year with a limit of sixty-five (65) days. Upon completion of the probationary period, each employee will be given sick leave credit of (1) day per month from date of hire.
- (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 attention of the employee or when through exposure to a contagious disease, in conjunction with a physician's written recommendation, the presence of the employee at his employment position would jeopardize the health of others.
- (c) In the event that an employee is on sick leave for more than three (3) consecutive working days a physician's certification must be presented to the Assistant Superintendent of Schools.

- (d) Upon retirement or voluntary separation from the Board after employment of three (3) years, the Employee shall be paid all of the unused, accumulated sick days at the rate of \$16.50 per day.
- (e) The Board will pay each employee at the rate of \$22.50 per day for all accumulated days in excess of sixty-five (65) days, at the conclusion of each fiscal year.
- (f) Records of sick leave accumulated and taken shall be available to the Employee or the Union upon request.

Section 2. Funeral Leave

- (a) All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, not to be deducted from the employee's accumulated sick leave. The immediate family shall be construed to mean the following: Husband, Wife, Children, Parents, Brother, Sister, Grandparents, Mother-in-law, Father-in-law, or Grandchildren.
- (b) In the event of the death of an employee of the Board, funeral leave will be restricted to a representative number of employees within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Assistant Superintendent of Schools and the Chief Steward.

Section 3. Personal Business Days

- (a) Each employee covered by this Agreement shall receive two (2) personal business days per year, which shall not be deducted from the employee's earned allowable sick leave. Any unused personal business days shall be accumulated into the employee's individual single sick leave bank in addition to their normal earned accumulated sick leave at the conclusion of the fiscal year.
- (b) A Personal Business Day shall be defined to mean time necessary to conduct personal affairs which cannot be handled outside of normal working hours. Personal Business Days shall not be granted for the day preceding or the day following holidays observed by the school district, or personal vacation days.
- (c) Personal Business Days shall not be used for the following:
 1. For the purpose of financial gain (working for pay).
 2. Hunting.
 3. Recreational functions.
 4. Shopping.
- (d) Exceptions to the above shall be subject to the approval of the Assistant Superintendent of Schools.

ARTICLE XIX: HOLIDAYS

- (a) Each employee covered by this Agreement shall receive his normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving

Good Friday
Memorial Day
July Fourth

Friday following Thanksgiving
Christmas Eve Day
Christmas Day
First working Day after Christmas

- (b) Employees required to work on any of the above named holidays, shall receive double 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, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive the normal days pay for the holiday. Employees off sick on a paid holiday, or the day before or day after, may be required to submit medical proof of illness to receive holiday pay.
- (d) When the scheduled holiday falls on a Saturday the Employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on Sunday the Employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days the Employees shall be granted a day off with pay at a later date that is mutually agreeable to the employee and the Board.

ARTICLE XX: VACATIONS

- (a) All employees covered by this Agreement who have completed the required amount of time with the Board shall receive the below amount of specified vacation time with pay each July 1st:
 - One (1) year of service - Two (2) weeks.
 - Five (5) years of service - Three (3) weeks.
 - Ten (10) years of service - Four (4) weeks.
 - Twenty (20) years of service - Five (5) weeks.
- (b) To be eligible for a full vacation an employee must have worked eighty (80) percent of their regularly scheduled working hours. An employee who works less than (80) percent of their regularly scheduled working hours shall receive pro rata vacation allowance based on the actual percentage of hours worked.
- (c) Employees terminating employment or on a leave of absence shall receive pro rata vacation allowance based upon 1/2 of the vacation pay for each month or major fraction thereof between the employee's anniversary date and the employee's termination date.
- (d) Employees may schedule their allowable vacation time any time during the year, providing they give a minimum of one (1) week (five (5) working days) notice, except in the following circumstances:
 - i. Vacation may not fall during the traditional Christmas and/or Easter vacation breaks observed by the school district.
 - ii. During normal school operation, the number of employees who may take vacation from a particular department shall be limited to 50% of the employees if there are more than one. Priority shall be given to the employee who submits their request in writing first.

ARTICLE XXI: JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury services.

ARTICLE XXII: BENEFIT ELIGIBILITY

It is agreed between the parties that any employee who works less than the established hours in their classification and is covered by this Agreement shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Board, with the exception of Insurance Benefits.

ARTICLE XXIII: MISCELLANEOUS PROVISIONS

Section 1. Act of God Days

Whenever the schools are closed due to inclement weather the employee covered by this Agreement shall be required to report for work, at his/her regular time. Employees who are unable to report for work shall have the option of using a sick day, vacation day, or personal business day, in lieu of a deduction. The above shall not apply in an authorized State of Emergency.

Section 2. Mileage Reimbursement

In the event an employee is authorized to use their personal vehicle in the performance of their job duties, the employee shall be reimbursed at the current mileage rate in effect, for all miles driven.

Section 3. Tuition Reimbursement

The Board will reimburse the employee for the costs of training or education that meet the following conditions:

- 1) The training or education must be directly related to the employee's current position;
- 2) The employee must complete the course and provide evidence of completion and of the cost incurred;
- 3) The course must be approved in advance by the Superintendent or his designee.

ARTICLE XXIV: CLASSIFICATION AND COMPENSATION

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

ARTICLE XXV: BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI: SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

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

Section 3.

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 of 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 XXVII: TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until June 30, 1993.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar day prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar 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) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar 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, International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48827, and if to the Board addressed to the Tecumseh Public Schools, 304 West Chicago Boulevard, Tecumseh, Michigan 49286.
- (e) The effective date of this Agreement is July 1, 1990.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed.

FOR TECUMSEH PUBLIC SCHOOLS

Anthony J. Catra, President, Board of Education
Anthony Catra

Dennis Bowman, Secretary, Board of Education
Dennis Bowman

Jane Cooley, Superintendent of Schools
Jane Cooley

FOR INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #547 AFL-CIO

Pip's Selby, Business Manager

Robert Jones, President

Jennifer L. Tudea, Recording Corresponding Secretary

SCHEDULE A: SALARY SCHEDULE

CLASSIFICATION	BASE RATE		
	<u>07-01-90</u>	<u>07-01-91</u>	<u>07-01-92</u>
Maintenance Engineer	\$13.23	\$13.63	\$14.04
Building Engineer			
High School	12.26	12.63	13.01
Junior High	11.76	12.11	12.47
Elementary	11.56	11.91	12.27
Pool	11.56	11.91	12.27
Grounds Maintenance	11.47	11.81	12.16
Custodian	11.37	11.71	12.06
Mechanic			
Leadman	13.67	14.08	14.50
Journeyman	12.43	13.05	13.69

A newly hired employee shall during the specified probationary period will be paid thirty cents (\$0.30) per hour less than the specified base rate of pay, and then upon satisfactory completion of the probationary period the employee shall be paid the base rate of pay.

Cost of Living Allowance (COLA)

The cost of living allowance for the 1990-91 contract year shall be \$0.15 per hour.

For each single point increase in the U. S. Bureau of Labor Statistics U. S. City Average Consumers Price Index (1967 = 100) from April, 1990 to April, 1991 and each ensuing year during the effective dates of this Agreement, there shall be applied a one cent (\$.01) per hour increase to each established hourly rate. Accordingly, for each single point decrease during this same period of time, there shall be a one cent (\$.01) deduction for each established hourly rate.

Cost of living adjustments shall be effective and applied on July 1st of each year during the effective dates of this Agreement, at the time of salary adjustments, and such cost of living increase shall become a part of the base rate.

Cost of living allowance shall not exceed fifteen cents (\$0.15) per hour increase or decrease in any one year.

SCHEDULE A: SALARY SCHEDULE (continued)

Longevity

Each eligible employee shall receive longevity pay according to the following schedule, with such longevity pay to be added to the employee's base rate of pay:

Years of Service	Amount
5 - 9	\$ 0.15 / hour
10 - 14	\$ 0.25 / hour
15 - 19	\$ 0.30 / hour
20 ++	\$ 0.35 / hour

Performance Incentive

A performance incentive will be paid on the last pay in December, on hours WORKED between July 1 and November 30, and on the last pay in June on hours WORKED between December 1 and June 30. This incentive will be based on an evaluation of the individual employee's work performance during the period, including the following factors:

Quality of work	Punctuality
Quantity of work	Attendance
Interpersonal Relations	

The Chief Steward will participate in finalizing a performance appraisal document, process, and rating procedure.

Overall performance in each of the following categories will be compensated with the corresponding incentive amount:

Outstanding	\$0.15 / hour
Satisfactory	0.10 / hour
Needs Improvement	0.05 / hour
Unsatisfactory	0.00 / hour

For the contract year 1990-91 only, a single evaluation will be conducted and incentive paid on the last pay in June only on hours WORKED through the entire year.