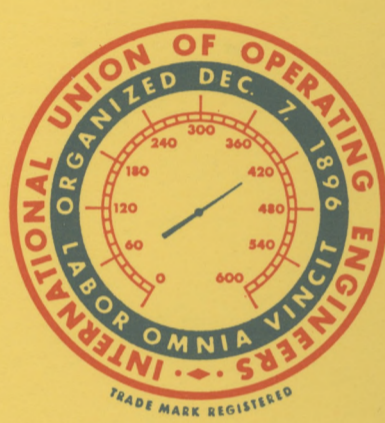


June 30, 1976

m.s.h.

Collective Bargaining Agreement



BY AND BETWEEN

International Union of Operating Engineers
Local 547 A, B & C — AFL-CIO

AND
Ithaca Public Schools

Ithaca Public Schools

Local #547 I.U.O.E.
13020 Powitan.
Detroit, Mich.
48227

AGREEMENT

BETWEEN

THE ITHACA PUBLIC SCHOOLS, hereinafter referred to as the "Employer",

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547 547A,

547B and 547C, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish rates of pay, hours, working conditions and other conditions of employment.

ARTICLE II

UNION RECOGNITION, SECURITY, AND CHECK-OFF

SECTION 1. UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The term "employee" as used herein shall include all maintenance and custodial personnel, male and female, not holding supervisory responsibility and excluding any seasonal or part-time employees performing similar work. A part-time employee would serve in a job position requiring less than 15 hours per week or less than 3 hours per day.

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, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of hire by the Employer, 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 Employer who are members.

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 ~~thirty~~ ^{Ninety (90)} (90) calendar days in arrears of payment of such dues (or fees).

(b) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union.

(c) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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.

SECTION 1. CHECK-OFF

The Union shall submit to the Employer an authorization card signed by the employee so that the employer may deduct the required amount for the payment of initiation fees and Union dues. The employer shall then deduct from each employees pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth of the month following the month in which deductions were made, accompanied by a list of employees (including Social Security numbers) and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, 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 constitution of the State of Michigan 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 propriety and facilities, and the activity of its employees during the school day; (2) to hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or employment, and (3) to determine work load, hours of employment and the duties, responsibilities and assignment of employees covered under the contract. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of 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 and the laws of the United States.

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

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE VI

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, and the name of the Chief Steward shall be made known to the Employer in writing.

(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, after 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 lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VII

SAFETY PRACTICES

(a) It shall be the mutual responsibility of employee and employer to work toward elimination of 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 inform the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of all alleged unsafe conditions shall investigate such conditions and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimental, or in cases of emergency, with the exception of the work that has been historically performed during the school vacation periods of the year, and further provided that maintenance supervisory personnel may perform such duties which he has normally performed in the past, provided there is no discrimination against the employees covered by this Agreement.

ARTICLE IX

CONTRACTING WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present work force as is now in effect.

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar

days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employees 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 thirty (30) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have 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 lay-off shall have the right to displace a lesser seniority employee provided the senior employee is qualified to hold the position held by the least seniority employee.

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

1. He resigns.
2. He is discharged for cause.

(e) Employees who do not fulfill the prescribed ninety (90) days probationary period shall not have recourse to the terms of this Agreement.

(f) 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 his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

(g) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 1 of each year. Such list shall contain date of hire, employees location, and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees 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 he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; the classification. In the event that the administration does not feel that it is desirable to place the highest seniority employee in the open position, an evaluation meeting shall be held between a representative of the Employer and the Union to review the reasons and arrive at a decision between the parties.

(b) A newly promoted employee shall serve a probationary period of thirty (30) days in the open position at his present pay rate, with the employee being paid the rate of pay for the new position upon satisfactory completion of the probationary period which shall be retroactive to the date of transfer. The employee may at any time during the probationary period on the new job, return to his former position or in the event his work is not satisfactory to the Employer, the employee shall be returned to his former position.

(c) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred at the rate of pay for the higher paid classification.

(d) 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 XII

NEW JOBS

(a) When new jobs are placed into operation during the life of this Agreement which involves the performing of duties in which there is a substantial change in the job itself and the new job cannot be placed properly in an existing classification by mutual agreement, the Employer shall place into effect a new classification and rate for the job in question and shall designate the classification and rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate 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 request in writing the Employer to negotiate the rate and the classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned to a permanent pay rate, 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, the new classification shall be added to and become a part of Schedule A.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union within five (5) working days of the said occurrence which gave cause to such action or within five (5) working days of the date it is reasonable to assume that the Employer first became aware of the condition which gave cause to such disciplinary action. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, are the following:

1. Excessive absence or tardiness from work or failure to report for work without notifying employer and without good and sufficient reason because of conditions beyond the employees control.
2. Conviction of any criminal act.
3. Conduct unbecoming any employee in the public service.
4. Excessive garnishes.
5. Incompetency or inefficiency.
6. Insurbordination.
7. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics.
8. Reporting for work with liquor smell on his breath after having been given one written warning by the employer.
9. Willful neglect of duty.

10. Negligence of or willful damage to school property.
11. Violation of any lawful regulation or order made by a supervisor which has been made known to the employee.
12. Deliberate falsification of records.
13. Extensions of lunch periods or break periods without proper authorization.

ARTICLE XIV

LEAVE OF ABSENCE

Leave privileges described below shall be available to employees after one (1) year of continuous service.

(a) An employee who, because of illness or accident which is noncompensable under the Workman'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 a period of time up to one (1) year, which may be extended by mutual agreement between the parties, provided he promptly notifies the Employer of the necessity therefore and provided further that he supplies the Employer with a certificate from a medical or osteopsthic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leave of absence without pay shall be granted for reasonable periods of time 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 without pay shall be granted for reasonable periods of time for training related to an employees regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant she shall furnish the Employer with a statement from her physician indicating 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 her physician would so indicate that she no longer can perform her normal duties she shall immediately be granted a leave without pay for that period of time required to resume the physical condition necessary to perform her job duties. Not more than four weeks after delivery the employee shall return to work or present a physician's written statement calling for an extension of leave time, and such physician's statement must be presented each two weeks interval thereafter until the employee returns to work.

Failure to return to work, or present a physician's statement calling for extension of leave shall be conclusively deemed as a resignation and all rights of return and seniority

shall cease.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or 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) Leave 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 obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office not to exceed three (3) years or his accumulated seniority, whichever is less, which may be extended by mutual agreement between parties. He shall accumulate seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

(h) All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this Agreement.

B. The time elements in the steps can be shortened or extended by mutual written agreement.

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 Two of the Grievance Procedure.

E. Any Employee grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

F. The following shall not be subject to the Grievance Procedure:

1. The termination of services of or failure to recall any probationary employee.
2. The termination of services or failure to re-employ and part-time employee not

covered by the terms of this agreement.

G. The term "day" as used herein shall mean calendar days excluding Saturdays, Sundays and holidays.

H. Written grievances as required herein shall contain the following:

- (a) It shall be signed by the grievant or grievants;
- (b) It shall be specific;
- (c) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (d) It shall cite the section or subsection of this Agreement alleged to have been violated;
- (e) It shall contain the date of the alleged violation;
- (f) It shall specify the relief requested.

Any written grievances not substantially in accordance with the above requirements may be rejected by the Employer as improper. Such a rejection shall not extend the limitations hereinafter set forth.

I. Failure to pursue a grievance within the specified time limits shall be conclusive proof of abandonment of the grievance. Failure of response by a representative of the Employer within the specified time limit shall permit the grievant to proceed to the next step in the grievance procedure within the specified time limit had a decision been given.

STEP ONE

- A. An employee having a grievance shall present it orally within five (5) working days of the alleged violation to his supervisor.
- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may call the Steward.

STEP TWO

- A. The Steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.
- B. The aggrieved employee and his Supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Supervisor of Building and Grounds within five (5) working days from the date of Step One, A., above.
- D. The Steward shall meet with the Supervisor of Building and Grounds at a mutually agreed time to discuss the grievance within five (5) days of its written submission to the Supervisor of Building and Grounds.
- E. The Supervisor shall give his decision in writing, relative to the grievance within five (5) working days of his meeting with the Steward.

STEP THREE

- A. Any appeal of a decision rendered by the Supervisor of Building and Grounds shall be presented in writing to the Superintendent, or his designated representative, within five (5) working days of the date of receipt of the written decision of the Supervisor of Buildings and Grounds. The appeal shall state the reason or reasons why the decision of the Supervisor of Building and Grounds was unsatisfactory.
- B. The Superintendent, or his designated representative, shall then give his decision in writing relative to the grievance to the Business Representative of the Union.

within thirty (30) working days of the meeting.

STEP FOUR

A. If the appealing party is not satisfied with the disposition of the grievance by the Superintendent, or his designated representative, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent or his designated representative, the grievance shall be submitted to Arbitration.

B. Within twenty (20) days after the decision to arbitrate the arbitrator shall be selected. The Appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) person 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 Employer 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 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 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 shall be final and conclusive and binding upon all Employees, the Employer and the Union.

I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE XVI

HOURS AND WORK WEEK

SECTION 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday, and ending 168 hours thereafter.

(b) The normal work day shall be eight (8) hours, plus $\frac{1}{2}$ hour unpaid lunch period which shall be mutually agreeable to the employee and the Employer.

SECTION 2. OVERTIME WILL BE PAID AS FOLLOWS:

(a) Time and one-half (1½) will be paid all time worked in excess of forty (40) hours in one work week.

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

SECTION 3. CALL BACK

When an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for actual time worked at time and one-half (1½) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater.

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 12:00 midnight, will receive a shift differential of ten cents (10¢) for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m. shall receive a shift differential of fifteen cents (15¢) for the eight (8) hours worked that day.

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, and willing, to perform such work.

(b) 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.

SECTION 6. REST PERIODS

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day. Such periods shall be confined to the premises.

ARTICLE XVII

PERSONAL LEAVE

SECTION 1.

Each employee covered by this Agreement will be entitled to personal leave accumulated in an individual single personal leave bank at the rate of one and one quarter (1¼) days per

month accumulative to one-hundred (100) days.

SECTION 2. PERSONAL LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

(a) Personal leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury, or for medical or dental or optical treatment. Up to five days may be granted for critical or emergency illness of a member of the immediate family which requires the presence of the employee. The immediate family will include mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, daughter-in-law, brother-in-law, and sister-in-law.

(b) Sick leave benefits are intended for the benefits of the individual employee. Should these benefits be suspected of misuse, the employer reserves the right to request a medical examination and/or a statement from a physician as proof of illness.

SECTION 3.

(a) All employees that have leave time available shall be granted up to five (5) working days off with pay for a death in the employees immediate family. Additional time off for traveling to said funeral may be granted and such additional time shall be charged to personal leave.

(b) Employees may be granted one-half (1/2) day, with pay, to attend funerals of non-family members.

(c) Three (3) days per year personal leave may be used for personal business provided that the administration know 24 hours in advance of intended absence for matters that cannot be taken care of outside of working hours, except that leave will be disallowed and deductions from salary made for any personal leave used for the following:

Days preceding or following vacations.	Seeking other employment.
Recreational Pursuits	Other Employment
Self-employment or economic gains.	Marriage
Social Functions	Extended child care.

Personal business days may be used for time lost due to the closing of school for inclement weather. The 24 hours notice would be waived in this situation.

(d) To avoid unanticipated loss of wages, it is advised that employees consult with their Supervisor and/or the school administrative office regarding the propriety of their leave prior to its use.

(e) Records of personal leave accumulated and taken shall be furnished to the employee on or about July 1st of each year.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays for all of

the employees covered by this Agreement, even though no work is performed by the employees:

one-half (½) day+ New Year's Eve Day	New Year's Day
Memorial Day	July Fourth
Labor Day	Thanksgiving Day
The Day after Thanksgiving	Christmass Eve Day - except that if school is in session the Custodian shall be responsible for the number of hours involved in the opening and closing of school.
Christmas Day	

(b) The employee shall be released from 12:00 noon to 3:00 p.m. on Good Friday for religious observation providing students are not in attendance during that time. On days of student attendance, employees shall secure the buildings after student dismissal and shall be released. Night shift employees shall receive the same amount of released time with pay.

(c) Employees required to work on any of the above named holidays shall receive time and one-half (1½) for hours worked in addition to the regular holiday pay. Employees requesting work on one of the above holidays shall be paid straight time in addition to holiday pay.

(d) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or he shall receive eight (8) hours pay for the holiday.

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

(f) Newly hired employees who have been on the active payroll of the school district at least ten (10) days immediately preceding the holiday involved are eligible for holiday pay.

(g) When the scheduled holiday falls on a Saturday the employee shall receive the Friday off prior to the holiday with pay. In the event that the scheduled holiday falls on a 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 employee shall either be paid eight (8) hours pay for the holiday or he shall receive a day off for the holiday on another date that is mutually agreeable to the employee and the Employer.

ARTICLE XIX

HOSPITALIZATION

The Employer shall provide full paid Blue Cross-Blue Shield MWFI with Master Medical hospitalization insurance for the employee and their dependents.

ARTICLE XX

LIFE INSURANCE

The Employer will pay the full premium \$3,000 term life insurance policy for all employees covered by this Agreement.

ARTICLE XXI

BENEFITS

It is agreed between the parties that any employee who is covered by this Agreement and works less than the established hours in his classification 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 Employer.

ARTICLE XXII

VACATIONS

(a) Employees regularly employed after six (6) months shall be entitled to paid vacations as listed, to be taken during the summer unless scheduled at other times by mutual agreement.

(b) All employees covered by this Agreement who have completed six (6) months of service shall receive one (1) week's vacation with pay; after eighteen (18) months two (2) weeks; after five (5) years of service, three (3) weeks vacation with pay. During the first year of employment, the employee shall be entitled to one-half (1/2) day vacation per month, after the second month, of the first work year.

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

(d) Employees terminating employment or on a leave of absence shall receive pro-rate vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(e) If an employee is required to work during a vacation period he may elect to receive straight-time pay for the hours worked in addition to his vacation pay or may schedule an equal amount of time off at a later date.

ARTICLE XXIII

WORKMEN'S COMPENSATION

Any employee who is absent from work because of an injury, or disease compensable under the Michigan Workmen's Compensation Act, shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and their regular salary, to the extent and until such time as such employee shall have used up any so called "personal or sick pay" provided. It is understood that "sick pay" will be prorated (i.e., the employee shall be charged with only that fraction of days sick leave necessary to make up the difference between the Workmen's Compensation payment and his regular salary for each day of absence).

ARTICLE XXIV

JURY DUTY

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

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

SECTION 1.

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

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 supplements thereto should be held invalid by operation of law or by any tribunal or 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.

SECTION 4.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION 5.

The Union further agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike (work stoppage, slow down, or blue flu) as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XVIII

TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall continue in full force and effect until June 30, 1976.

SECTION 2.

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, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety days written notice prior to the current year of termination.

SECTION 3.

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 or amendments 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.

SECTION 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer, addressed to Ithaca Public Schools, 201 East Arcade Street, Ithaca, Michigan 48847, or to any other such address the Union or the Employer may make available to each other.

SECTION 3.

The effective date of this Agreement is July 1, 1975.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

ITHACA PUBLIC SCHOOLS

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

Elijah M. Bowen

Robert B. Ross
Business Manager

James Z. Hummer

Richard Rimmel
President

Kenneth Feduzio

J. Jordan
Secretary

opcis #10 m/k

SCHEDULE "A"

SALARY SCHEDULE

EFFECTIVE July 1, 1975

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>BASE RATE</u>
Custodian Grade I	\$3.30	\$3.50
Custodian Grade II	3.10	3.30

Effective July 1, 1975 the Employer shall pay the employees contribution into the Michigan Public School Employees Retirement Fund.

APPENDIX A

JOB DESCRIPTIONS

CUSTODIAN - GRADE I

Duties Statement: The Custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds.

Typical examples of work performed: He carries out routine tasks of daily cleaning which includes sweeping and mopping of floors, floor washing as needed, emptying and cleaning waste receptacles, paper and trash disposal, dusting and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers and chalkracks, heating units, ledges, shelves and sills, cleaning and sanitizing of rest rooms, shower rooms, and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. He performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture, and equipment in buildings or on the grounds, performing periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment, painting and refinishing, constructing and remodeling. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and render assistance until help arrives in order to protect lives and property, sets good examples for young people using good judgement and displaying proper attitudes, in performing his work, dealing with others, and in personal appearance and conduct, performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education. The Custodian Grade I shall carry out matters of preparing facilities for use at the school and community events on the premises, then returns the areas to proper condition of regular use.

CUSTODIAN - GRADE II

Duties Statement: The Custodian Grade II shall be responsible for the performance of duties involving the care of buildings.

Typical examples of work performed: He carries out routine tasks of daily cleaning which includes sweeping and mopping of floors, floor washing as needed, emptying and trash disposal, dusting and straightening and arrangement of furniture and equipment, cleaning chalkboards, erasers and chalkracks, heating units, ledges, shelves and sills, cleaning and sanitizing of rest rooms, shower rooms, and kitchens, replacing expendable supplies, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use. He performs periodic through cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property, sets good examples for young people using good judgement and displaying proper attitudes, in performing his work, dealing with others, and in personal appearance in conduct, performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the team work required in promoting good education. The Custodian Grade II shall carry out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition of regular use.