

June 30, 1976

on. S. U.

COLLECTIVE
BARGAINING
AGREEMENT

Kingston
Community
Schools

By and Between

INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL 547, A, B, and C - AFL-CIO

and

KINGSTON COMMUNITY SCHOOLS

A G R E E M E N T

Between

Kingston Community Schools

and

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

AND C

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 Employer 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 11

UNION RECOGNITION, UNION SECURITY; CHECK OFF

SECTION 1. Union Recognition

(a) The Employer herein 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.

(b) The term "employee" as used herein shall include all Custodial-Maintenance employees of the Employer.

SECTION 2. Agency Shop

A. It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board; or

2. Pay to the Union a monthly service charge of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board.

B. Employees who elect not to be a member of the Union may comply with this Article by signing an "Authorization for Deduction of Service Charge" form.

C. The Union agrees that it will treat all employees in the same manner with respect to the provisions/^{contained} within Section A of this Article.

For purposes of this contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

D. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

E. Either party to this Agreement shall have the right re-open negotiations pertaining to the provisions of this Article if provisions of this article are deemed illegal under applicable laws/^{by sending} written notification to the other party thirty (30) days from the date of such legal determination.

F. The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) days of/^{the} receipt of such notice the Board shall terminate the employment of such employee. Such termination shall not be subject to the grievance procedure.

The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee, who may be terminated in accordance with this Article and who later contests the agency shop provisions of this Article; providing that the Board has notified the Union within seven (7) days of receipt of such a formal written complaint from an employee contesting such discontinuance of employment.

CHECK-OFF

SECTION 3.

- A. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for Union dues and/or initiation fees.
- B. Deductions shall be made thereafter only after authorization for check-off of dues or initiation fees have been properly executed and are in effect.
- C. Check-off of dues and initiation fees under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted from the first pay of the month and each month thereafter for the term of this Agreement.
- D. Such fees, accompanied by a list of employees together with their social security numbers from whom they have been deducted, and the amount shall be forwarded to the Union no later than forty (40) days after the deductions have been made.
- E. An Employee shall cease to be subject to check-off of dues beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Local 547 will be notified by the Board or its designated representative of the names of such employees.
- F. The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that actually constituting the deductions made from wages and Local 547 will furnish the Board or its designated representative with the names of all the employees paying dues directly to the Union and it will up-date any changes on a monthly basis.
- G. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Federal and/or State Income Tax, Insurance, or any other deductions authorized by Employee

or required by law, membership dues for that month will be collected by the Union directly from the Employee.

ARTICLE 111

NO STRIKE

The Union and the Board recognizes that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE IV

BOARD RIGHTS

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, 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 not limited to 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.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer and assign all such employees.

B. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

C. The parties agree that this contract incorporates their full and complete understanding that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE V

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 re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, or age.

ARTICLE VI

STEWARDS

A. The employees may be represented by a Chief Steward, who shall be selected in a manner determined by the employees and the Union.

B. Reasonable arrangements will be made to allow the Chief Steward time off without loss of time or pay for the purpose of investigating grievance and to attend grievances and negotiating meetings when such meetings take place during the stewards normal working hours.

ARTICLE VII

VISITATION

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

ARTICLE VIII

TRANSFERS AND PROMOTIONAL PROCEDURES

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

B. Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

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

ARTICLE 1X

SENIORITY

A. A new employee shall be considered as a probationary employee until he has been employed continuously for a minimum of ninety (90) calendar days.

B. Probationary employees completing their probationary period shall acquire seniority from the date hired. *Note, date of hiring shall mean when the employee/^{was} hired to fill an open position which was expected to last ninety (90) days or longer.

C. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled lay off shall have the right to displace a lesser seniority employee, provided, the senior employee is qualified to hold the position held by the least senior employee.

D. Seniority shall be broken for the following reasons:

1. If the employee quits.
2. If the employee is discharged.
3. If the employee is absent without properly notifying the Board, unless a satisfactory reason is given.

4. If an employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.

5. If an employee is laid-off for a continuous period equal to the seniority he has acquired at the time of such lay-off.

E. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

F. Seniority shall accumulate for an employee of the Board who is currently in a supervisory capacity or who may be transferred to a supervisory position.

G. An up-to-date seniority list shall be made available to each employee covered by this Agreement and the Union on or about July 1 of each calendar year. Such list shall contain the employees date of hire and classification.

H. 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 not to exceed one year, shall not accumulate seniority during his leave of absence and at the end of such leave shall be entitled to resume his regular seniority status and all job and recall rights.

I. During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, 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.

J. Seniority will not be accumulated if an employee is absent from work during personal leave.

ARTICLE X

NEW JOBS

(a) When new jobs are placed in operation during the term of this agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay 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 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 time period, but not hereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. 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. 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, classification shall be added to and become a part of this Agreement.

ARTICLE XI

DISCIPLINE- DISCHARGE

A. The responsibility for discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge shall be only for just and stated cause.

B. When the Board determines that disciplinary action is warranted such action must be initiated within ten (10) working days from the date of occurrence or condition giving rise to such action or within ten (10) days from the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline and written notification shall be presented to the employee and the Union outlining the reason for such disciplinary action.

C. Among the causes, but not limited to, which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness or drinking alcoholic beverages while at work, dishonesty, insubordination, failure to keep confidential school information which comes to their attention, or willful violation of established rules. During working hours, undermining, attempting to diminish, or ridicule the Board of Education, the Administration, the teaching staff, or other employees to anyone, but especially to the students, by accepting or repeating malicious gossip or rumors.

D. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union.

ARTICLE XII

JURISDICTION

Employees of the Employer not covered by the term of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

ARTICLE XIII

CONTRACTUAL WORK

A. The right of contracting or subcontracting is vested

in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its member, nor shall it result in the reduction of the present work force as outlined in Schedule A, nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement. In the event the Employer is unable to hire employees in the classification covered by this Agreement, this clause shall not prevent the filling of such vacancies by contracting or sub-contracting.

ARTICLE XIV

LEAVE OF ABSENCE

- A. 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 of absence. An employee shall return to work at her former position when her physician would so indicate in writing that she is physically able to resume her normal job duties.
- B. 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.
- C. 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 obligations, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

D. All reasons for leaves 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. Definition:

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement except that the terms "grievance" shall not apply to any matter as to which^a/method of review is prescribed by law.
2. As used in this Article the term employee may mean a group of employees having the same grievance.
3. The primary purpose of the procedures set forth in this Article is to secure at the lowest possible level equitable solutions to the problem which may arise relative to the application of operation of this Agreement.
4. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained here shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any

appropriate member of the administration.

5. The following grievance procedure affords the sole and exclusive remedy for complaints and grievance under this Agreement.

6. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.

7. The term "days" when used in this Article shall mean working days exclusive of holidays, Saturdays and Sundays.

B. Procedure

1. An employee having a grievance shall first discuss the matter informally but fully and frankly with the Principal of the building involved or if the grievance pertains to more than one building it shall be presented to the Superintendent or his designated representative within five (5) working days of the occurrence of the alleged grievance.

2. If the grievance is not settled orally it should be reduced to writing and presented to the Principal of the building involved or if the grievance pertains to more than one building it shall be presented in writing to the Superintendent or his designated representative within ten (10) days of the act or condition that caused the grievance specifying the specific provision of the contract that was allegedly violated, the remedy requested and signed by the aggrieved and the steward.

3. If presented to the Principal, he may arrange for a conference with the employee and/or the Chief Steward

in an attempt to settle the grievance.

4. The Principal shall answer such grievance in writing, within five (5) days from the day of receipt of the grievance unless extended by mutual agreement.

5. Unless appealed to the next step within five (5) days such answer shall be final and binding.

6. If appealed the grievance shall be presented to the Superintendent or his designated representative who will arrange for a conference with the Business Representative of Local 547 in an attempt to settle the grievance.

7. Said conference shall be held within ten (10) days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to the parties.

8. The Superintendent or his designated representative shall answer such grievance in writing within ten (10) days from the date of the conference unless extended by mutual agreement in writing.

9. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) days from the date of the decision by the Superintendent or his designated representative.

10. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.

11. Such grievance shall be placed on the agenda of a regular Board meeting scheduled within a period of forty (40) days from the date of receipt of the appeal and the representatives of the Union shall be advised in writing¹ as of the time and place of this meeting.

12. The Board or its designated representative shall answer such grievance in writing within ten (10) days from the date of conference unless extended by mutual agreement.

13. If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period mentioned above, the grievance may be submitted to an arbitration panel. The Union and the Board shall each name a member of the panel and these members shall select a third member who shall be chairman of the panel. The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to either party.

Powers of the Arbitrator Panel

It shall be the function of the arbitrator panel and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The panel shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The panel shall have no power to establish salary scales or change any salary rate.
- c. The panel shall have no power to rule on any of the following
 1. The termination of services of probationary employees.
 2. Any matter involving worker evaluation

d. The panel shall have no power to change any practice, policy, or rule of the Board nor to substitute their judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

e. Their powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and they shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

f. In rendering decisions, an arbitrator panel shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

g. In the event that a case is appealed to an arbitrator panel on which it has no power to rule, it shall be referred back to parties without decision or recommendation on its merits.

h. If the Union wishes to involve an arbitration panel, they shall have twenty (20) days after the meeting mentioned in Section 11 of this Article to name their member or it shall be assumed the Union accepts the decision mentioned in Sections 11 and 12 of this Article.

i. The fees and expenses of the arbitrator panel shall be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense

of witnesses called by the other.

j. Both parties agree that the decision of the panel is final and binding, and that judgement thereon may be entered in any court of competent jurisdiction.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

- A. The regularly scheduled work week shall begin at 12:01 A.M. Monday and end one hundred sixty-eight (168) hours thereafter.
- B. The normal work week shall consist of forty (40) hours.
- C. The normal work day shall be eight (8) hours.

Section 2.

- A. Overtime rates will be paid as follows:
 - 1. Time and one-half 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 not already been earned.

When a holiday falls during the work week an employee will receive time and one-half for time worked on Saturday or Sunday providing the employee has worked his scheduled time during the week.

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

Employees shall not refuse emergency or cleaning call-in's. Coverage of scheduled events involving call-in's shall be arranged by mutual agreement of the men in the building. If agreement cannot be reached, the lowest seniority employee in the building shall be assigned except where a higher seniority employee desires the assignment.

3. When School facilities are rented to residents of the community and they leave it dirty and it becomes necessary for a custodian to clean it, the following procedure will be followed:

- a. The superintendent shall inspect the facility and certify it must be cleaned.
- b. The custodian shall clean it and be paid 1 1/2 times his regular salary for such time.
- c. The sum paid to the custodian shall be charged to the renter who left the facility dirty.
- d. The custodian shall work the same number of hours after the end of his regular shift at his regular salary in order to do the work he should have been doing when he was cleaning the facility left dirty by the renter.

Section 3. Distribution of Overtime

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

B. Regular part-time employees shall work a regular schedule. Work over the regular schedule shall be treated as overtime, even though such time worked does not qualify for overtime pay. Overtime shall be divided

equally among all employees.

Section 4.

It is hereby agreed that during the term of the Agreement between the parties which expires June 30, 1976 the employees in the Building Mechanics and Building Mechanic Helper classifications shall not be entitled to the time and one-half over eight (8) hour provision of Article XVI Section 2A.

Section 5. Shift Differential

Employees regularly scheduled for four or more hours of work between the hours of 4:00 p.m. and 12 midnight, will receive a shift differential of twenty (20¢) cents per hour for all hours worked that day. Employees, who are regularly scheduled four or more hours of work between twelve midnight and 8:00 a.m. shall receive a premium of forty (40¢) cents per hour for all hours worked that day.

Section 6. Rest Periods

A. All employees covered by this Agreement shall receive one (1) fifteen minute paid rest period during the first four (4) hours of work; and one (1) fifteen minute paid rest period the second four (4) hours of work at a time designated by the Supervisor.

B. All employees covered by this Agreement shall receive a one half (1/2) hour paid lunch period to be taken at a time designated by the Supervisor, but shall not leave the premises and shall remain on call if needed during said lunch period.

C. The teacher's lounge may be used during rest and lunch periods.

ARTICLE XV11

SICK LEAVE AND FUNERAL LEAVE

A. Beginning July 1, 1975 each employee shall be credited with ten (10) sick leave days. The ten (10) days may be used for the employees personal illness, sickness in the family, or personal business except deaths in the immediate family. No reasons may need be given for the first five (5) days except no personal business days may be used the last work day preceding a holiday, the first work day following a school holiday, or to extend a holiday or vacation and sick leave days used for these days must be confirmed by a doctor's statement stating the employee was too ill to work.

1. Once an employee has utilized the ten days of annual sick leave, he must then be disabled for three continuous days before sick leave benefits begin. Payments would be effective then from the first day. The employee's absence must be confirmed by a physician. Payments will be 70% of the employee's gross salary as paid by School Employer's Trust.

2. The unused annual sick leave days from those granted employees during the 1973-74 school year shall be placed in a "Pool". The unused sick leave days for each successive year shall be added to the Pool up to and guaranteeing a Pool of 15 days July 1 of each year. Employees may be paid one (1) or two (2) days of the waiting period after the first ten (10) days absences from the Pool upon authorization of the sick leave inventory committee and after verification of the illness by a doctor.

3. Loss of time benefits commences after the expiration of the waiting period, three (3) continuous work days, and are payable for each regularly scheduled work day on which the employee is disabled during a period of continuous disability and prior to the expiration of the school year, by the S. E. T.

4. Should an employee continue to be under a doctor's care, incapacitated, and unable to work beyond the school year, benefits shall be available to the employee to age sixty-five (65) as paid by S. E. T. (50% of gross salary)

5. No benefits are payable if the disabled person is not under the direct care of a legally qualified physician. Benefits also are not payable for pregnancy, including childbirth, abortion, or miscarriage.

6. New employees will receive the ten (10) day annual sick leave benefit, prorated, and then can draw from the Pool for the additional three (3) days.

7. No reason need be given for the first five (5) days absence of the school year. Beginning with the sixth (6th) days absence and including the tenth (10th) day of absence the employee must request approval of absence from the sick leave inventory committee.

8. There shall be organized a sick leave inventory committee consisting of two employees, selected by the Union, and the Superintendent of schools. The committee shall meet at the call of the Superintendent as necessary. Employees in question shall have the right to appear before the committee. This committee shall have the authority to approve or disapprove sick leave pay for Pool days and of the sixth (6th) through tenth (10th) day of absence from the original ten (10) sick leave days.

9. Employees who qualify for Workman's Compensation benefits will receive in addition to the Workman's Compensation, the difference between the amount received from Workman's Compensation and the amount S. E. T. would ordinarily pay if there were no Workman's Compensation Benefits.

10. In addition to other days mentioned in this Article, each employee shall be granted three (3) days per funeral of members of the employee's immediate family. For purpose of this Article, immediate family shall mean employee's mother, father, stepmother, stepfather, wife husband, children, stepchildren, or other person residing with the employee and claimed as a dependent for income tax purposes, and a maximum of two (2) days per funeral for father-in-law, mother-in-law, and grandparents.

ARTICLE XV111

HOLIDAYS

1. The Employer will pay eight (8) hours 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, if school is not in session	Christmas Eve Day
Memorial Day	Christmas
Independence Day	Friday after Thanksgiving

2. Employees required to work on any of the above named holidays shall receive time and one-half for hours worked in addition to the regular holiday pay.

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

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

5. No substitute shall be observed for the holiday, regardless what day of the week it is.

ARTICLE XIX

HOSPITALIZATION

The Employer shall make available Blue Cross-Blue Shield Hospitalization insurance Plan "B" for employees and their dependents without cost to the employee at the rate as established July 1, 1975. Should the rate increase during the year, the employee shall pay the increase. Nothing contained in this article shall be construed to force employees to accept the insurance and an employee not selecting the insurance would not be able to select an alternative.

Nothing would prevent the Employer from selecting another insurance carrier as long as the coverage was comparable.

ARTICLE XX

VACATIONS

All employees covered by this Agreement, who have completed one year of service shall receive one (1) weeks vacation with pay; after three (3) years of service said employee shall receive two (2) weeks vacation with pay and after seven (7) years service, three (3) weeks. An employee who has unused sick leave days from the 10 days granted annually (article XVII Section A) may apply them to vacation time after June 30.

Employees working part-time shall receive vacation in the same ratio that his weekly work schedule is to forty hours.

To be eligible for a full vacation, an employee must have worked ninety (90%) percent of his regularly scheduled working hours.

Employees terminating employment, failing to qualify for full vacation, or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XXI

TIME CARD PROCEDURES

Under no circumstances may an employee punch a time card for another. In case of error in punching in or out, the employee will call this to the attention of the principal or secretary, who will assist in the correction. Any employee punching a time card for another employee, or otherwise falsifying a time card, will be subject to immediate dismissal.

ARTICLE XXII

TARDINESS

An employee who is late 5 to 15 minutes will be charged or docked 15 minutes. One late 16 to 30 minutes will be charged 30 minutes. Late 31 to 45 minutes will be charged 45 minutes, and on late 46 to 60 minutes will be charged one hour. Habitual tardiness or absence is grounds for suspension pending investigation toward dismissal.

ARTICLE XXIII

RETIREMENT

Retirement of all employees will be governed by the Michigan Public School Employees' Retirement Fund Law, Act 136 of the Public Act of 1945, as amended. The employee shall retire not later than June 30th of the fiscal school year in

which he reaches his 65th birthday. Except, the employee may request a year to year extension from the Board of Education 60 days before his retirement is to start. Such decision will be made on an individual basis and the decision by the Board shall be considered final.

ARTICLE XXIV

JURY DUTY

A. Each employee shall be entitled to a maximum of thirty (30) days for the purpose of serving jury duty.

B. The employee must make every effort to be re-assigned to a time not in conflict with his regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.

C. In the event the employee does not serve for a full working day on jury duty, he shall be required to return to his regular job and complete his regularly assigned hours.

D. The employee shall be reimbursed the difference between jury duty pay and his straight time pay for his regularly scheduled hours for each day or jury duty service up to a maximum of thirty (30) days as provided in Section A above.

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 reference.

Regular part-time employees working on established schedule of work shall be entitled to pro-rata fringe benefits on the basis of their hours of work per week compared to forty

hours. Temporary part-time employees shall not be entitled to any fringe benefits.

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 any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

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

Section 3.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions or application.

ARTICLE XXVII
BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIII

TERMINATION AND MODIFICATION

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

B. If either party desires to terminate this Agreement, it shall sixty (60) 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 sixty (60) days written notice prior to the current year of termination.

C. If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date 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 of 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 amendment 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 addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, ^{13020 ~~Quitman Ave.~~ R.R. 2} ~~944 W. Seven Mile Road~~, Detroit, Michigan ⁴⁸²²⁷ ~~48203~~ and if to the Employer, addressed to Kingston Community Schools, Kingston, Michigan 48741 or to any other such address the Union or the Employer may make available to each other.

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

ARTICLE XXIX

INCLEMENT WEATHER DAYS

When school is closed due to inclement weather conditions the employee will be able to absent himself from work for up to 2 days per year without loss of pay for such time loss due to inclement weather conditions.

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

KINGSTON COMMUNITY SCHOOLS

LOCAL 547, 547A, 547B, 547C,
INTERNATIONAL UNION OF
OPERATING ENGINEERS

John M. Poy

Robert B. Ross
Business Manager

President

JO Jordan
Recording Corresponding
Secretary

SCHEDULE "A"

WAGE SCHEDULE

CLASSIFICATION

Building Mechanic	\$ 4.92 per hour
Building Mechanic Helper	3.00 per hour
Custodian	3.40 per hour
Senior Custodian	3.66 per hour
Custodian Helper	2.50 per hour

Probationary and substitute workers fifty (50¢) less at each step unless this amount is less than the legal minimum wage.

SUBSTITUTE AND PROBATIONARY SCALE

Building Mechanic	\$ 4. ⁴² 92 per hour
Building Mechanic Helper	2.50 per hour
Custodian	2.90 per hour
Custodian Helper	2.10 per hour