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6/30/92

AGREEMENT

between

FOWLerville COMMUNITY SCHOOLS

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

Fowlerville Community Schools

JULY 1, 1989 - JUNE 30, 1992



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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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 standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, 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.

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

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 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.

(b) An employee who shall authorize or tender 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) If any provision 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.

(d) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(e) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and the Social Security Number of the new employee.

Section 3. Check-Off

(a) The Employer shall deduct the Union dues or service fees from each employees pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month which said deductions were made together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted each month. Provided, however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues or service fees shall be forwarded to the Union within one (1) week of processing the first (1st) payroll of each month.



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, national origin, marital status, handicaps, sex, or age.

ARTICLE IV

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 schools and its students.

ARTICLE V

MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause, subject however, to the employees right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

(b) All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

(c) It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees.
2. Hire all employees and determine their qualifications and the conditions of their continued employment.
3. Promote, transfer and assign all employees.
4. Determine the size of the workforce, and to expand or reduce the workforce.
5. Establish, continue or revise policies and adopt work rules and regulations.
6. Dismiss, demote and discipline employees.
7. Establish, modify or change any work, business or school hours or days.
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods.
9. Determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organizations. 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 are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

(d) In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premises for interpretation or application of this Agreement.

ARTICLE VI

STEWARDS

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

(b) Reasonable arrangements will be made to allow the Chief Steward or Alternate time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, by first receiving approval from the supervisor.

(c) Any newly hired employee shall be introduced to the Chief Steward before starting to work, in order that such newly hired employee may be added to the Chief Steward's record, or the Chief Steward shall be supplied the following information within the employees first (1st) week of employment: name, date of hire, address, Social Security Number, classification, job location and shift assignment.

ARTICLE VII

SAFETY

The Employer 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 Occupational Safety and Health Act, State and Local regulations. Employees who do not comply with MIOSHA regulations shall be subject to disciplinary action or discharge.

ARTICLE VIII

JURISDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation, cases of emergency and substitution, except for the work that has been historically performed during the school vacation periods, provided that there is no discrimination against the employees covered by this Agreement.

ARTICLE IX

CONTRACTUAL 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 or subcontracting result in the reduction of the present workforce as outlined in Schedule "A", nor in the event of extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE X

DISCIPLINE - DISCHARGE

(a) Dismissal, suspension, and/or any other disciplinary action shall be for just and stated causes with the employees 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. Among the causes which shall be deemed sufficient for dismissal, suspension and or disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed Employer's rules.

(b) Disciplinary action shall be issued within five (5) working days of the occurrence of the condition giving rise to it or within five (5) working days of the date it is reasonable to assume that the Employer first became aware of the conditions giving rise to the disciplinary action.

ARTICLE XI

TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions, covered by the terms of this Agreement, shall be posted on employee bulletin boards within one (1) pay period from 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; and the classification.

(b) Employees who are transferred to another classification shall serve a probationary period of thirty (30) calendar days. If during the thirty (30) calendar days probationary period the employee desires to return to his former position the Employer shall honor his request or in the event the employees work performance is unsatisfactory to the Employer he shall be returned to his former classification.

(c) Any employee who is temporarily transferred from his classification to another classification within the bargaining unit, 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.

(d) 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 an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to the parties to extend the temporary transfer 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

SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first (1st) 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 to the Employer, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first (1st) ninety (90) 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 been worked.

(b) Upon satisfactory completion of the probationary period, the employee seniority date shall be retroactive to date of hire within this bargaining unit.

(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 the least senior employee in a lower or equivalent classification provided, the senior employee is qualified to hold the position held by the least senior employee.

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

1. He resigns.
2. He is discharged for cause.
3. He is not recalled from lay-off for two (2) years.

(e) Seniority shall be frozen for a period of one (1) year for any employee who is transferred to a supervisory position with that employee having the right to exercise only the seniority that he had earned while he was a member of the bargaining unit and displace the lowest seniority employee within the bargaining unit in the event that such employee vacates his supervisory position. At the end of one (1) year the employee shall make a decision. The current supervisory employee shall be "grandfathered" under the previous language in his present position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st 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 XIII

NEW JOBS

(a) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event 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 rate of pay for the job in question, and 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 period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. In a case where the parties are unable to reach agreement 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 Schedule "A" of this Agreement.

ARTICLE XIV

LEAVE OF ABSENCE

(a) An employee whom, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Employer, shall be given a leave of absence for the duration of such disability, 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 osteopathic 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 shall be granted for a period not to exceed twelve (12) months 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) Leave of absence shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer 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 that 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 to the Employer a medical statement from her physician indicating that she is physically able to return to work.

(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) Leaves of absence 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 who is either elected or appointed to full-time office or position in the Union whose duties require his absence from his 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 leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

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

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation or mis-application 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) 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 a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One:

(a) Any employee having a grievance shall discuss the grievance with his supervisor, and then if the grievance is not settled orally the employee may request a meeting with the Steward to discuss the grievance.

(b) The Steward may then submit the grievance in writing to the Superintendent of Schools or his designee stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The employee and the Steward shall sign the grievance.

Step Two:

(a) The Steward shall meet with the Superintendent of Schools or his designee to discuss the grievance within five (5) working days of its written submission to the Superintendent of Schools or his designee.

(b) The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Steward.

Step Three:

(a) If the decision of the Superintendent of Schools or his designee is not satisfactory, the Union shall appeal the decision of the Superintendent of Schools or his designee within five (5) working days and the Superintendent of Schools shall then 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 Superintendent of Schools or designee was not satisfactory.

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

Step Four:

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) working days and the Board of Education 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 Superintendent of Schools was not satisfactory.

(b) The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.



Step Five - Arbitration:

(a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration. The appealing party shall request the Michigan Employment Relations Commission to submit a list of nine (9) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

(b) The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing and each party shall be responsible for the expenses of the witnesses that they may call.

(c) 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.

(d) The fees and the expenses of the arbitrator shall be shared equally by both parties.

(e) The arbitrator shall render his decision within thirty (30) calendar days from the conclusion of the arbitration hearing.

(f) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer, and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 6:00 a.m. Monday and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours plus a one-half (1/2) hour unpaid lunch period.

Section 2. Overtime rates will be paid as follows:

(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 (1) work week, for which overtime has not already been earned.

(b) Approved hours which have been granted as per this Agreement such as sick days, holidays, vacation days, and approved time, shall be recognized as time worked for the purpose of computing overtime.

Section 3. Call Back

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 (1-1/2) his regular rate or a minimum of four (4) hours pay at his straight time hourly rate whichever is the greater.

Section 4. Distribution of Overtime

Overtime assignment shall be made by supervision and 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.

Section 5. 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 fifteen cents (\$.15) per hour (2nd shift) for all hours worked that day. Employees who are regularly scheduled for work, four (4) or more hours between 12:00 midnight and 8:00 a.m. shall receive a premium of twenty cents (\$.20) per hour (3rd shift) for all hours worked that day.

Section 6. Rest Period

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day as scheduled by the Employer.

ARTICLE XVII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month with a limit of sixty (60) days.

An employee who has accumulated seventy-seven (77) days of sick leave as of July 1, 1986, shall maintain that level or subsequently lower levels until such accumulation shall fall below sixty (60) days at which time they shall become subject to the provisions of the sixty (60) day maximum.

The Board shall provide non-duty related sickness and accident coverage through a carrier selected by the Board which shall commence once the employee has served a sixty (60) working day waiting period. Once the employee has served the required sixty (60) working day waiting period, the employee shall be paid sixty-five percent (65%) of his/her per year salary excluding any wages paid for overtime for the duration of the disability or to age sixty-five (65), whichever comes first. Said sixty-five percent (65%) shall include any Social Security benefits rather than be in addition to said benefits. All provisions of the insurance contract shall be controlling in determining eligibility for disability benefits. Disability occasioned by work-related injury shall be exclusively covered by Worker's Compensation.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his 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, the presence of the employee at his employment position would jeopardize the health of others. For the purpose of this Section, immediate family shall be defined as spouse, parents, child.

(c) Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.

(d) The employee shall be paid for unused accumulated sick days upon separation due to illness, injury, or retirement, per the following schedule of continuous service with the Employer.

Five (5) years of service or over -	75%
Three (3) years of service or over -	50%
Under three (3) years of service -	0%

An employee who resigns after seven (7) years of continuous service and upon giving two (2) weeks notice, shall be paid for unused accumulated sick time up to a maximum of one thousand two hundred dollars (\$1,200.00). Such separation payment shall not be made to employees who resign after having been put on notice of an infraction which could lead to their dismissal.

Employees who qualify may elect only one (1) of the above sick leave payment options.

(a) Accumulated sick leave will be reflected on the employees pay stub.

Section 2. Funeral Leave

(a) All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to be the spouse, parents, brothers, sisters, or children of the employee. A total of three (3) working days off with pay per Contract year shall be granted for death of grandchildren and grandparents. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick time.

(b) Employees may be granted one-half (1/2) day, with pay, to attend funerals of non-family members, if the employee is performing a service for the bereaved family.

Section 3. Personal Business Days

(a) Two (2) business days a year, may be used for personal business. Any of the employees unused personal business days shall be added to the employees accumulated sick leave at the close of the school fiscal year in addition to this accumulative sick leave.

(b) The purpose of this leave is to relieve the employees of financial hardship in situations over which they have no control.

(c) Personal business means an activity that requires the employees presence during the work day and is of such a nature that it cannot be attended to at another time of day.

(d) Application for personal business leave, containing the reasons for leave, must be submitted in writing at least forty-eight (48) hours in advance (except in the event of an emergency when a short notice may be acceptable).

(e) A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first (1st) and last days of the school year.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays, even though no work is performed by the employee.

New Year's Eve Day	New Year's Day
Memorial Day	July Fourth
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	Good Friday
Floating Holiday (1/2 day)	

(b) Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation on any of the above named holidays, he shall receive an additional day's pay at his normal daily rate for the holiday. In the event that an employee is on sick leave on any of the above named holidays, he shall not have that day charged against his allowable sick leave.

(d) Employees must work the last scheduled day before, and the first (1st) scheduled work day after the holiday to receive holiday pay. Exceptions will be made only as specifically provided under this Agreement.

(e) When the scheduled holiday falls on a weekend and either the Friday prior to the holiday or the Monday after the holiday are school session days, the employees shall be paid their normal daily rate of pay for the holiday. If either the Friday prior to the holiday or the Monday after the holiday are not school session days, the employees shall then be allowed to take these days upon proper notification to the Employer.

(f) After one (1) full year of employment (for new employees) each employee shall be entitled to one (1) floating holiday of four (4) hours to be taken at any time during the year with management's approval. This holiday must be requested in writing two (2) working days in advance. Such holiday must be taken and not accumulated.

ARTICLE XIX

HOSPITALIZATION

(a) The Employer shall pay the total cost of MEBS ULT Health Four (4) Star, or equivalent hospitalization insurance for the employee and his legal dependents less riders not agreed to by the parties. The employee may, at his/her option, elect the M-Care HMO Plan in place of the MEBS ULT Health Four (4) Star. In the event an employee's spouse is employed by someone other than the Board, and his/her Employer provides comparable health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third (3rd) Monday of July each year, every employee shall certify in writing that their spouse does not have comparable insurance coverage at his/her place of employment.

Employees not taking health insurance shall be eligible for optional benefits of:

1989-1990	Fifteen dollars (\$15.00)
1990-1991	Twenty dollars (\$20.00)
1991-1992	Twenty-five dollars (\$25.00)

(b) Optical benefits.

The Employer shall reimburse the employee upon presentation of approved documentation of payment of vision expenses for the employee and/or eligible dependents up to a maximum of:

1989-1990	Fifty dollars (\$50.00)
1990-1991	Seventy-five dollars (\$75.00)
1991-1992	One hundred dollars (\$100.00)

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement shall receive vacation with pay according to the following schedule as of June 30th:

One (1) year of service but less than three (3) years - one (1) week vacation with pay.

Three (3) years of service but less than six (6) years - two (2) weeks vacation with pay.

Six (6) years of service but less than eleven (11) years - three (3) weeks vacation with pay.

Eleven (11) years of service and over - four (4) weeks vacation with pay.

(b) A newly hired employee shall receive pro-rata vacation allowance which shall be earned from his date of hire until June 30th, following his date of hire. Every year thereafter, he will earn his vacation time from July 1st to June 30th. All employees who are currently employed will earn their vacation time computed same as above.

(c) To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his regularly scheduled work hours. In the event that an employee works less than eighty percent (80%) of his regularly scheduled working hours, he shall receive pro-rata vacation allowance based on his actual percentage of hours worked. Vacation time shall not be granted for less than one-half (1/2) day units.

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

(e) Employees desiring their earned vacation time shall furnish a minimum of one (1) week's advance notice to the Employer. Such request is subject to approval upon arranging proper scheduling. Vacation requests will be granted based on the seniority date of the employees who are requesting such vacation time.

ARTICLE XXI

ACT OF GOD DAYS

Whenever an Act of God day or days would be declared by the Employer, the employee shall be expected to report to work at his/her normal starting time unless otherwise notified by his/her supervisor. Employees shall make every effort to report for work. In the event the employee is not able to report to work due to adverse traveling conditions, he/she shall notify the supervisor. The employee shall receive his normal day's pay for such days, even though no work is performed by the employee.

ARTICLE XXII

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 jury service.

ARTICLE XXIII

BENEFITS

(a) It is hereby agreed between the parties hereto that in the event that an employee who is covered by this Agreement works less than the established hours in his classification, he shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer.

(b) For those employees who properly execute and personally deliver to the business office authorization for payroll deduction cards, the Board agrees to deduct the specified sum and remit same to the Livingston-Oakland Federal Credit Union.

(c) The Board shall provide for each employee five thousand dollars (\$5,000.00) of term life insurance provided by a carrier selected by the Board and at no cost to the employee.

(d) The Board shall provide for each employee the ULT Two (2) Star Plan, at no cost to the employee.

ARTICLE XXIV

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 XXV

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 breach 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 Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XVII

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1992.

(b) If either party desires to modify this Agreement it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment or amendments desired. If 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.

(c) 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, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Fowlerville Community Schools, Fowlerville, Michigan 48836, or to any other such address the Union or the Employer may make available to each other.

(d) The effective date of this Agreement is July 1, 1989.

insert
signature
page

SCHEDULE A

The following wage increases for all classifications are to be effected annually on July 1, 1989 and each year thereafter through 1992.

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>BASE RATE</u>
<u>Effective July 1, 1989</u>		
Custodian and Maintenance	\$9.52	\$10.00
* Utility and Maintenance	\$9.52	\$10.00
<u>Effective July 1, 1990</u>		
Custodian and Maintenance	\$10.09	\$10.60
* Utility and Maintenance	\$10.09	\$10.60
<u>Effective July 1, 1991</u>		
Custodian and Maintenance	\$10.70	\$11.24
* Utility and Maintenance	\$10.70	\$11.24

The Employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

* Utility personnel shall be expected to perform job functions such as, but not limited to: interior and exterior painting, preparation and maintenance of athletic fields, student safety and traffic control, snow removal and sundry other maintenance and custodial tasks as directed by supervisory personnel of the Fowlerville Community Schools. Work schedules will be assigned in recognition of the normal forty (40) hour work week, but will be scheduled on a daily basis, according to the demands of the job function relative to the total operation of the school district.

