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A G R E E M E N T

between

THE BOARD OF EDUCATION
VASSAR PUBLIC SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547, 547A, 547B & 547C, AFL-CIO

7/1/88 - 6/30/91

VASSAR PUBLIC SCHOOLS

VASSAR, MICHIGAN

Vassar Public Schools

**LABOR AND INOUSTWM:
RELATIONS COLLECTION
c*ate University
Michigan State**

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AGREEMENT

Entered into this 1st day of July, 1988, between the Board of Education of the Vassar Public School District, hereinafter referred to as the "Board" and the International Union of Operating Engineers, Local #547, 547A, 547B and 547C, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

ARTICLE II

RECOGNITION

(a) Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board 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 rate of pay, wages, hours, and other terms and conditions of employment.

(b) The term "employee" as used herein shall include all head custodians, night leaders and custodians; excluding supervisors and all other employees.

ARTICLE III

UNION SECURITY

Section 1

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 thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) 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 sixty (60) calendar days in arrears of payment of such dues (or fees).

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

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.

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 same, date of hiring and Social Security number of the new employee.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

Section 2.

CHECK-OFF

The Employer shall deduct from the pay of each employee, from whom it received an authorization to do so, the required amount for the payment of initiation fee and the Union dues or Service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth (15th) of the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the International and Local #547 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

ARTICLE IV

BOARD RIGHTS

- A. The Board, on its own behalf and behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and the activities of its employees.
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotion; and to promote and transfer all such employees.
- B. 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 thereof are in conformance with the Law and Constitution of the State of Michigan and of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are suspended 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

NO STRIKE

The Union and the Board recognize that strike and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle 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 VI

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency. This clause shall not limit the Board's right to utilize substitute employees or student help to perform bargaining unit work which they have historically performed in the past. The use of student labor shall not be used to permanently replace or displace an employee covered by the terms of this Agreement or shall the use of student labor result in the reduction of work force that is presently in effect or in the event of the extension of services shall student labor be used to perform work covered by this Agreement.

ARTICLE VII

NEW JOBS

- A. When new jobs or essential changes in existing jobs are placed in operation during the term of this Agreement and they cannot be placed properly 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 the 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. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving of the matter throughout the grievance procedure, the new classification shall be added to and become a part of this Agreement.
- C. Under no circumstances will the Employer be required to bargain job descriptions.

ARTICLE VIII

SENIORITY

- A. A newly hired employee, or an employee upon entry into the bargaining unit, 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 employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue.
- C. Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in (A) above.
- D. 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 who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee.
- E. An employee will lose his seniority for the following reasons:
 - 1. He resigns from a classification covered by this Agreement.
 - 2. He is discharged for cause and not reinstated through the Grievance Procedure.
 - 3. Upon normal retirement.
- F. The bargaining unit seniority which was accumulative as of the date the employee is assigned to a Supervisory position shall be retained for an employee who accepts a Supervisory position dealing with classifications covered by this Agreement.

ARTICLE IX

NON DISCRIMINATION

- A. 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.

- B. It is agreed that if an employee files for a remedy outside the Grievance Procedure during the pendency of a grievance, the grievance shall be considered void.

ARTICLE X

DISCIPLINE AND DISCHARGE

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action.
- B. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
- C. Reasonable rules and regulations shall be adopted by the Board and made available to all employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant:
1. Unauthorized or excessive unexcused absence from work;
 2. Commitment or conviction of any criminal act;
 3. Conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incompetency or inefficiency;
 6. Insubordination;
 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 in any degree whatsoever;
 8. Neglect of duty;
 9. Negligency or willful damage to public property, waste or misappropriation of public supplies or equipment;
 10. Willful violation of any provision of this Agreement;
 11. Deliberate falsification of records and report.

- D. All dismissals and suspensions shall be without pay unless changed through Grievance Procedure.

ARTICLE XI

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted to the Employer's premises 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 disrupt orderly operations.

ARTICLE XII

STEWARDS

- A. Employees may be represented by a chief steward and a designated assistant steward, whose identity shall be made known to the Employer.
- B. The steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made by the steward with his immediate supervisor.
- C. Any new employee shall be introduced to the chief steward before starting to work or else the steward shall be supplied the following information within the employee's first week of employment: Name, address, social security number, classification, job location and shift assignment.
- D. During his term of office, the chief steward shall be deemed to head the seniority list for the purpose 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.

ARTICLE XIII

TRANSFER AND PROMOTIONAL PROCEDURE

- A. Notice of all vacancies and newly created positions shall be posted on the employees' bulletin boards within one (1) pay period from the date of the vacancy, and the employee shall be given five (5) working days time in which to make application. The senior employee making application shall be transferred to fill the vacancy or new position and shall be given a thirty (30) day trial period, 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 starting date; the rate of pay; the hours to be worked; and the classification.

- B. Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position to which he is transferred or the pay rate of the position from which he is transferred, whichever is the greater.
- C. Temporary transfers shall be for a period of no longer than sixty (60) calendar days, except in the event that both parties mutually agree to an extension of the sixty (60) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) calendar day time period, the position shall be considered an open position and posted for bidding from interested employees.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1;

- A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement.
- B. The time element 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 2 of the grievance procedure.
- E. Any employee or union grievance not presented for disposition through the grievance procedure within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the condition giving rise to the grievance, unless, the circumstance 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 must present it in writing to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within three (3) working days.

Step Two;

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his designated representative within five (5) working days of the date of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- B. The Superintendent or his designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
- C. The Superintendent or his designated representative shall then give his decision in writing to the Business representative of the Union within five (5) working days of the meeting.

Step Three;

- 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, the grievance must be submitted in writing to the Board of Education.
- B. The Board or its designated representatives shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) calendar days following receipt of the appeal.
- C. The Board or its designated representatives shall give their decision in writing to the Business Representative of the Union within ten (10) calendar days of the meeting.

Step Four;

- A. In the event the grievance is not satisfactorily resolved at Step Three, then within fifteen (15) calendar days from the date of receipt of the third step decision the grievance must be submitted to Arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association whose rules shall govern the arbitration process.
- C. The Arbitrator, the Union or the Employer may call upon any person as 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 add 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 or any of the parties hereto,
- F. The filing fees and the per diem fees of the Arbitrator shall be shared equally by the parties.
- G. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the hearing. The decision of the Arbitrator will be binding upon all employees, the Employer, and the Union.

ARTICLE XV

LEAVE OF ABSENCE

A. Sick Leave

1. On July 1st of each year, each employee covered by the terms of this Agreement shall be credited with twelve (12) sick days. Sick days not used will accumulate from year to year, with a maximum of 180 days on accumulation.
2. Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, sickness due to pregnancy, injury or for medical, dental or optical examination or treatment.
3. The employee shall be responsible to notify his immediate supervisor as soon as possible each day when sick. (When possible, immediate supervisor should be notified by 12:00 Noon for the second shift and by 3:00 P.M. for the third shift.)
4. All requests for prolonged sick leave must be submitted to and approved by the Superintendent or his designated representative.
5. The Board, at any time, at its expense, may require an employee to submit to an examination by an independent physician.
6. After the fourth consecutive working day of illness, an employee, upon returning to work, will be required to submit a doctors slip verifying the illness.
7. Sick leave days accumulated prior to an approved leave-of-absence without pay shall be held in reserve pending the return of the employee from such leave.

8. Upon separation from the Employer after ten (10) years of service, an employee will be paid \$5.00 a day for the first fifty (50) days and \$10.00 a day for the next fifty (50) days for each of their unused sick leave days up to a maximum of one hundred (100) days.

E. Emergency Leave

1. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his designated representative for the following reasons:
 - (a) Quarantine because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
 - (b) Illness in the immediate family. The immediate family shall include mother, father, husband, wife, child, adopted child, step-child.
 - (c) Death in the immediate family. The immediate family shall include: mother, father, husband, wife, child, adopted child, step-child, brother and sister. The amount of time shall be limited to three (3) working days.
 - (d) One (1) day to attend the funeral of grandparents, mother and father-in-law, brother and sister-in-law.

C. Personal Business

1. Employees will be entitled to not more than two (2) days each year for important personal business which requires the employee's presence during the working day and is of such a nature that it cannot be attended to at a time when the employee is not at his regular working hours, subject to the discretion of the Superintendent.
2. Such time shall not be deducted from the employee's accumulated sick leave.
3. An application for personal business leave containing the reasons for the leave shall be submitted to the Superintendent or his designated representative in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable.)

- D. Records of sick leave accumulation shall be made available to the employees or the Union upon request to the Superintendent or his designated representative.

- E. An employee, who because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed the length of his seniority or four (4) years, which is the least, provided he promptly notifies the Board with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Board,
- F. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year 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,
- G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time training related to an employee's regular duties in an approved educational institution.
- H. A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such a pregnancy, the employee shall then be granted a leave of absence, for up to a period of not to exceed eleven (11) months. An employee shall be expected to return to work three (3) months after delivery unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.
- I. 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.
- J. 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 leaves of absence immediately upon receiving their orders to report for such duty.
- K. All reasons for leaves of absence shall be in writing stating the reason for the request and the appropriate length of leave requested and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

- L. An employee who is granted a leave of absence under the provision of this Article shall accumulate seniority and be entitled to return to work at hisAer former position or a similar position.

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 144 hours thereafter.

Section 2. Overtime Rates will be paid as follows;

- A. Time and one-half (13\$) will be paid for all time worked in excess of eight (8) hours a day; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.
- B. Double time (2) will be paid for all hours worked on Sunday.
- C. No employee will be required to take time off from their normal work schedule during the week as a result of an employee having worked overtime hours in order to avoid payment of any overtime compensation by the Employer.
- D. All paid time shall be included in computing overtime.

Section 3. Work Day

The normal work day shall be eight (8) consecutive hours excluding a one-half {h) hour unpaid lunch period.

Section 4. Call Back Pay

Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1%) his regular rate of pay or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater. Regularly scheduled work hours shall not be considered call backs.

Section 5. 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.

Section 6. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building among those employees who regularly perform such work provided they are qualified to perform such work. If the overtime is over eight (8) hours, it will be divided as equally as possible between two (2) employees.

Section 7. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 12:00 Midnight and 8:00 A.M. shall receive a shift differential of fifteen cents (15*) per hour for all hours worked that day.

ARTICLE XVII

INSURANCE BENEFITS

Section 1. Hospitalization Insurance

Effective upon ratification of this Agreement, the Board will pay the full cost of full-family AFL-CIO Public Employees insurance (MEBS Three Star Program) for each employee covered by the terms of this Agreement. The Board will also pay the full cost of the rider.

Section 2. Optional Benefits

For employees not desiring hospitalization coverage, the Board shall pay up to twenty dollars (\$20.00) a month towards optional benefits available under the MEBS insurance plan.

Section 3. Life Insurance

Employees covered by this contract shall have a total of Fifteen Thousand (\$15,000) Dollars of Group Life Insurance, including the Five Thousand (\$5,000) Dollars of life insurance provided through the MEBS hospitalization insurance plan.

Section 4. Dental Benefits

The Board of Education will pay the full cost of the Delta Dental Plan currently in effect for the teachers (1985) .

Section 5. Selection of Carrier

The Board of Education reserves the right to self-insure or bid all insurance programs. In the event a change is made, the programs will be comparable. Prior to making a change, the Board of Education will discuss the change with the Union.

ARTICLE XVIII

HOLIDAYS

- A. Employees who have completed their probationary period shall receive their normal day's pay for the following holidays, even though no work is performed by the employee, providing such holidays fall during the normal term of their employment.

New Years Day	Thanksgiving Day
Good Friday	Friday Following Holidays
Memorial Day	(Provided school is not in session)
July Fourth	Christmas Day
Labor Day	Christmas Day Eve
	One-half (h) New Years Eve Day

- B. Employees required to work on any of the above named holidays shall receive time and a half pay (1%) for all 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 be entitled to an additional day off with pay for the holiday, or shall receive eight (8) hours pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.
- D. Employees off sick on the holiday, the day before or after the holiday may be required to submit proof of illness to receive holiday pay.

ARTICLE XIX

VACATIONS

- A. All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay; after six (6) years of service, said employee shall receive three (3) weeks vacation with pay; after the completion of twelve (12) years of service, said employee shall receive four (4) weeks vacation with pay; after 25 years of service, said employee shall receive five (5) weeks vacation with pay.
- B. An employee with two years or more service voluntarily terminating employment 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.
- C. One (1) bargaining unit employee at a time may be on vacation during the school year with the exception of Easter Break and Christmas Break.
- D. One (1) week of vacation shall be granted to each custodian during the school year.

ARTICLE XX

ACT OF GOD DAYS

Employees who are not able to make it in to work on any day that is declared to be an Act of God Day by the Board, will be allowed to charge said time to sick leave up to a maximum of two (2) days per school year. Any employee shall be expected to notify his supervisor that he is not able to make it in to work. Employees may request a change in their starting time on a snowday. However, the request is subject to approval of their supervisor.

ARTICLE XXI

JURY DUTY

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

ARTICLE XXII

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 XXIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIV

SCOPE, WAIVER AND ALTERATION

OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless the same has been executed in writing between the parties and 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 supplement 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 Supplement shall not be effected 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 XXV

FACILITY RESERVATION PROCEDURES

When school facilities are used by any group and left unclean, the following procedure will be followed:

1. The Superintendent or his/her designee shall inspect the facility,
2. The most available custodian shall clean the facility and be paid one and one-half (1½) times his regular hourly rate.
3. The sum paid to the custodian shall be charged to the renter who left the facility unclean.
4. The custodian shall work the same number of hours in his regular shift after completion of the time and one-half assignment.

ARTICLE XXVI

TERMINATION AND MODIFICATION

- A. This agreement shall continue in full force and effect until June 30, 1991.
- B. If either party desires to terminate this Agreement, it shall Ninety (90) calendar days prior to the termination date given written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on Ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement it shall Ninety (90) calendar days prior to the termination date or any subsequent termination date given written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been

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

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to Vassar Public Schools, 220 Athletic Street, Vassar, Michigan 48768 or to any other address the parties make available to each other.

E. The effective date of this Agreement is July 1, 1988.

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

VASSAR PUBLIC SCHOOLS

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

Robert V. Stiles
President

Peter Salloway
Business*Manager

James L. Stover
Secretary

Robert Jones
President

William F. Henry
Superintendent

James L. Stover
Recording-Corresponding
Secretary

SCHEDULE A
SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATES EFFECTIVE</u>		
<u>CUSTODIAN</u>	<u>7-1-88</u>	<u>7-1-89</u>	<u>7-1-90</u>
Probationary	\$6.64	\$7.01	\$7.40
Seniority (90 days to 1 year experience)	\$7.14	\$7.53	\$7.94
Seniority (1 year experience)	\$7.92	\$8.36	\$8.82
Seniority (2 or more years experience)	\$8.66	\$9.14	\$9.64

HEAD CUSTODIANS

Head Custodians shall receive Thirty (\$.30) Cents more per hour and shall be assigned as determined by the Administration.

Head Custodians shall receive an annual clothing allowance of Fifty (\$50.00) Dollars per year to be paid the first pay in September.

ADDITIONAL HOLIDAY

Eligible employees shall be granted their birthdays as a paid holiday in accordance with the provisions of Article XVIII, Holidays. If the employee's birthday falls on a Saturday or Sunday, it shall be celebrated on the preceeding Friday or in the event the employee's birthday falls on any of the other mentioned holidays, the employee shall be granted another day off for their birthday with pay at a later date that is mutually agreeable to the employee and the Employer.