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6/30/94

AGREEMENT

between

THE MASON PUBLIC SCHOOLS

and

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

Mason Public Schools

July 1, 1991 - June 30, 1994

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TABLE OF CONTENTS

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The Mason Public Schools
(hereinafter referred to as the **"Employer"**)

and

The International Union of Operating Engineers
Local 547 - A, B, C, E, H - AFL-CIO
(hereinafter referred to as the **"Union"**)

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, UNION SECURITY, 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 Men, Building Engineers, Custodians, Bus Mechanics, and Mechanics' Helpers, employees of the Employer, but specifically excluding all supervisory personnel.

Section 2. Agency Shop

(a) Membership in the Union is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and each assume their fair share contained in this Agreement.

(c) The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Union or shall pay to the Union an amount of money equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members but shall not include any special increases or other requirements of the Union for special support from its members.

1. Present employees not members of the Union on the effective date of this Agreement shall, on or before the ninety-first (91st) day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section (c) above. New employees hired after the effective date of this Agreement, shall, on the ninety-first (91st) day of employment, become a member of the Union or tender an amount equal to such fees as set forth in Section (c) above.

2. The Union shall accept such initiation fees and periodic dues and if requested shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

3. 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 and date of hiring of the new employee.

Section 3. Check Off

(a) The Union shall submit to the Employer a statement of the amounts due to the Union by each employee for the Union dues. The Employer shall then deduct the amount due from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that which deductions were made together with a listing of each employee for whom said deductions were made. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay day per year will be specified for political check off. Employees requesting this deduction shall submit written authorization.

(b) The Employer will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsiblity for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.

(c) Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Section and agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon claims made by the Union or a Local that an employee must be discharged because he has not complied with the provisions of Section 2, paragraph (c).

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 becuase of race, creed, color, sex, age, religion or national origin.

ARTICLE IV

VISITATION

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

ARTICLE V

MANAGEMENT RIGHTS

(a) The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsiblities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

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 to promote and transfer all such employees.

(b) The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the authority of policies, rule, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE VI

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

ARTICLE VII

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, with the exception of the work that has historically been performed by the Supervisor of Buildings and Grounds.

ARTICLE VIII

CONTRACTUAL WORK

The right to contract or subcontract 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 it result in the reduction of the present workforce, nor in the event of additional facilities shall contracting be used.

ARTICLE IX

STEWARDS

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

(b) Reasonable arrangements may be made to allow the Steward time off with pay for the purpose of investigating grievances and to attend Grievance and Negotiating Meetings by first receiving approval from his supervisor.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE X

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which are not recognized as a part of the employees normal job.

(b) The employee will also be expected to inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE XI

DISCIPLINE DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend himself against any and all charges. When the Employer feels that disciplinary action is warranted, such action must be initiated within fifteen (15) working days of the occurrence of the condition giving rise to the action, or within fifteen (15) working days of the date that it is reasonable to assume that the Employer first became aware of the condition giving rise to the discipline. 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 other disciplinary action are the following:

1. Conduct unbecoming to a school employee such as intoxication, use of illegal drugs or inappropriate job behavior.

2. Stealing or dishonesty.

3. Falsification of time cards.

4. Insubordination.

5. Excessive absenteeism or tardiness.

6. Willful violation of Employer rules.

7. Failure to report for work for one (1) day without good and sufficient cause and proper notification.

8. Failure to report for work from lay-off within two (2) working days after contacted.

9. Failure to report for work from an authorized leave of absence on the agreed upon date.

ARTICLE XII

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notices of all permanent vacancies in newly created or full-time jobs shall be posted on the employee bulletin board within five (5) working days from the date of the opening, and shall include the following description of the position:

1. Hours.

2. Rate of Pay.

Applicants will be advised of the assignment within the building and specific duties associated with the assignment during the interview process.

Employees shall be given five (5) working days from the date of the posting in which to make application to fill the vacancy or the new position. The senior employee making application shall be given preference to fill the vacancy or new position, provided he has necessary qualifications to perform the duties of the job involved. Regardless of seniority, an employee who bids for the job classification who already holds a similar job classification will be granted preference. The Employer shall have the right to consider the next work record and the physical fitness of all employees bidding for the job and to use those considerations in applicant selection.

(b) The most senior employee applying for the job, subject to the above considerations, shall have the right to a trial period in the new job classification, which period shall not be less than thirty (30) calendar days nor more than ninety (90) calendar days at the discretion of the Employer. The Employer shall fix the trial period maximum within five (5) working days after the employee has started to perform the services in the new job classification.

(c) The accepted employee shall be transferred immediately when a replacement for his job is secured in the above manner and he has been adequately trained to perform the duties involved.

(d) Any job may be filled without posting for a temporary period of thirty (30) calendar days or less. Temporary jobs lasting more than thirty (30) calendar days will be posted for bidding from interested employees except summer special jobs between June 1 and September 6.

(e) Any employee temporarily assigned to another position shall be either paid the rate of the position from which he is assigned or the rate of the position to which he is assigned, whichever is higher.

(f) At the end of the trial period the successful bidder shall establish his seniority in the new job classification as of his entry date and shall be limited to bidding only for a higher classification position for a period of one (1) calendar year after the date of his transfer. An employee who is awarded a job bid and refuses the job award shall not be eligible to bid for a period of nine (9) calendar months from the date of rejection.

(g) In the event the Employer does not feel that it is desirable to place the senior employee in the open position for reasons not specified in paragraph (a) above, the matter will be discussed with the Union. Upon mutual agreement, the senior employee may be by-passed. It being expressly understood that this shall not be considered as a successful bid.

ARTICLE XIII

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 period, but not thereafter 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 a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XIV

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 completion of the ninety (90) day calendar 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 (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) After satisfactry completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority within the school system.

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

1. He resigns.

2. He is discharged for cause.

(e) Seniority shall be retained by an employee who is transferred to a supervisory position, with that employee having the right to exercise the seniority that he earend while he was a member of the bargaining unit and return to the bargaining unit in the event that he vacates his supervisory 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, employee's present location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XV

LEAVES OF ABSENCE - PREGNANCY

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority 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) Leaves of absence without pay shall be granted for a reasonable period of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence without pay must be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

(d) An employee who becomes pregnant shall provide written notification to the Superintendent of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all the duties and functions of her position and the estimated date of delivery.

The employee shall furnish periodic written statements from her physician indicating her well-being and ability to perform all of the duties and functions of her position. Such written statement by the physician shall be provided upon request.

The employee may continue in her position as long as her physician continues certification of her well-being and ability to perform the work required of her assignment.

The employee shall be eligible to use any sick leave for the period of actual physical disability connected with pregnancy. It is expressly understood that this Section shall not apply to child care. In the event that an employee exhausts her sick leave before regaining her physical fitness to fully perform her duties, she may apply for a leave of absence in accordance with paragraph (a). Once an employee has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with the pregnancy.

As an alternative to the procedure outlined above, the employee may request an unpaid general leave of absence for maternity purposes for a period not to exceed one (1) year, at any stage of the pregnancy.

The employee requesting such leave of absence shall apply in writing to the Superintendent at least thirty (30) days prior to the anticipated date of the commencement of the leave and at the same time set forth the anticipated date of return after the termination of the pregnancy.

Prior to the return from a general leave of absence for maternity purposes, the employee shall present certification by her physician of her physical fitness to fully perform her duties.

(e) A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended; although this Act applies only to teachers, the Board grants these re-employment rights to members of this bargaining unit also (see page 616 - General School Laws).

(f) Leaves of absence without pay will be granted to employees who are active in the National Guard 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 elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence without pay, for the term of such office and shall accumulate seniority during his term of office and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights.

(h) 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 XVI

GRIEVANCE PROCEDURE

Definitions

1. A grievance shall be an alleged violation, misinterpretation or misapplication of the express terms of this Contract.

2. By mutual consent the Employer and the Union may extend, in writing, the time limits of any of the foregoing Grievance Procedure Steps.

3. Failure of the Union to meet the specified time limits in any of the Steps in the Grievance Procedure eliminates the opportunity to proceed to the next Step or to re-file that grievance. Failure of the Employer to meet the specified time limit automatically gives the Union the right to proceed to the next Step.

4. Working days shall be defined as Monday through Friday excluding all paid holidays.

5. Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, 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 informally with the Building Principal and/or Supervisor of Buildings and Grounds 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 then may submit the grievance in writing to the Supervisor of Buildings and Grounds 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 Supervisor of Buildings and Grounds shall then, within two (2) working days, meet with the Steward and the employee to discuss the grievance.

(b) The Supervisor of Buildings and Grounds shall then give his decision in writing within two (2) working days of his meeting with the Steward and the employee.

Step Three.

(a) Any appeal of a decision rendered by the Supervisor of Buildings and Grounds shall be presented to the Superintendent of Schools within five (5) working days of the receipt of his written decision.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the Supervisor of Buildings and Grounds was not acceptable.

(c) The Superintendent of Schools or his designate shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

(d) 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) If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days to the Board of Education.

(b) The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) working days from the date of the receipt of the appeal.

(d) 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) Individual employees shall not have the right to process a grievance at Step Five.

1. If the Union is not satisfied with disposition of the grievance at Step Four, it may, within ten (10) working days after the decision of the Board (or the termination of unsatisfactory mediation), refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

2. Neither party may raise a new defense of ground at Step Five not previously raised or disclosed at other written Steps. Each party shall submit to the other party not less than three (3) days prior to the Hearing, a Pre-Hearing Statement alleging facts, grounds and defenses which will be proven at the Hearing and hold a Conference at that time in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and conclusive binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review as provided by law. Any lawful decision of the Arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:

a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

b. He shall have no power to establish salary scales or to change any salary.

c. He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board or any action taken by the Board, except where a practice, policy, rule or action is in conflict with the express terms of this Agreement.

d. He shall have no power to decide any question, which, under Article IV of this Agreement, is within the responsibility of the management to decide. In rendering a decision, an arbitrator 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 specifically conditioned by this Agreement.

e. He shall have no power to interpret State or Federal law.

f. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

6. If either party disputes the arbitrarily of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act on the merits of the case until the arbitrarily matter has been determined in writing by the arbitrator. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

a. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) calendar days prior to the date on which the grievance is filed.

b. The time limits provided in this Agreement shall be strictly observed but may be extended by written agreement of the parties.

c. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the Contract may be processed through the Grievance Procedure until resolution.

ARTICLE XVII

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 one hundred twenty (120) hours thereafter.

(b) 1. The normal work day shall be eight (8) consecutive hours. Shift schedules shall be reviewed in July of each year. Employees will be informed of their shift schedules no later than July 31st. Shift schedules shall not be altered during the course of the school year except by mutual agreement of the employee and the Employer.

2. Employees who are required to work a shift other than their regularly assigned shift will be paid a two (2) hour call-in premium in addition to their regular pay.

3. Shift alterations which result from the necessity to remove snow shall be exempt from the provisions of this Section.

(c) 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.

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 forty (40) hours in one (1) work week.

(b) Double time (2X) will be paid for all hours worked on Sunday.

(c) For the purpose of computing overtime, hours paid will be considered hours worked.

Section 3.

Whenever an employee is required to return to work for unscheduled work after the completion of his regularly scheduled working hours per day, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate or a minimum of two (2) hours pay at his straight time pay, whichever is greater.

Section 4.

(a) Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

(b) All overtime must be approved by an appropriate administrator. If an employee is asked to work overtime (except for performing work for outside groups), he will be given the option of receiving compensatory time off (at one and one-half (1-1/2) times the amount of overtime) or receiving overtime pay. The employee shall select one (1) of these options before the overtime is worked.

(c) When it is necessary for the buildings to be checked on weekends, the building engineer and/or maintenance man shall be paid the sum of seventy dollars ($70.00) per weekend. The work will be divided and rotated as equally as possible between all building engineers and maintenance men who wish to participate.

Section 5. Shift Differential

(a) Employees who are regularly scheduled to work four (4) or more hours between the hours of 4:00 p.m. and 12:00 midnight will work a total of eight (8) hours which will include a one-half (1/2) hour paid lunch period.

(b) Shift differential shall apply to employees working on night shift as follows:

Elementary and Middle School -	$.15
High School -	$.30
High School (11 p.m. - 7 a.m.) -	$.35

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

Section 1.

Twelve (12) days of leave with pay, to be used for sickness or death, injury, or serious illness in immediate family or personal business as specified below will be granted to each employee July 1st of each year of this Agreement. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, his leave days will be one (1) day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.

Section 2.

Sickness, as used in this Section shall be construed as to include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, or serious illness in the employees family.

Section 3.

(a) Each year two (2) of the sick leave days shall be granted for personal business days to take care of urgent business that cannot be otherwise transacted. The employee shall notify his principal, in writing, at least one (1) day in advance, except in case of emergency. The principal of each building shall not be obligated to accept more than one (1) application on any given day or days. The personal business day is not to be used the day immediately preceding or immediately following a vacation or holiday, except in case of an emergency. An employee who shall have accumulated a balance of twenty (20) sick days need not specify a reason for the personal business day, but verifies by making application for personal business leave that said leave is for proper use.

(b) Any employee drawing benefits under Workmen's Compensation may elect to be reimbursed the difference between that compensation which he is receiving and his regular salary to the extent of the monitory value of the accumulated paid leave days.

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

Section 4.

Employees shall be eligible for a sixty-five dollar ($65.00) Attendance Bonus. The bonus will be paid quarterly (first [1st] pay in July, October, January and April). To be eligible for the bonus, the employee must have perfect attendance during the quarter except that an absence of two (2) days for a funeral in the immediate family or approved vacation will not disqualify the employee from collecting the bonus. Immediate family shall be defined as: spouse, children, parents and siblings.

Section 5.

If at the close of the preceding school year an employee shall not have used more than two (2) sick days (including personal business days) and shall have accumulated thirty (30) sick leave days, then, in the following year the employee shall be entitled to one (1) "earned day" to be taken at the employee's discretion upon previous notification of at least one (1) school day to the building principal and/or Supervisor of Building and Grounds. The principal of each building shall not be obligated to grant more than three (3) such applications on any given day of days. Earned days shall be allowed to accumulate up to a maximum of five (5) days at the rate of one (1) day per year.

Section 6.

If employees of the unit are directed to not report for work due to inclement weather, any employee who is subsequently requested to report shall be paid at the rate of time and one-half (1-1/2).

ARTICLE XIX

HOLIDAYS

(a) 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	**Thanksgiving Day**
New Year's Day	**Day after Thanksgiving Day**
President's Day*	**Christmas Eve Day**
Memorial Day	**Christmas Day**
July Fourth	**Good Friday***
Labor Day	

* (if school is not in session)

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

(c) If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday.

(d) Employees who are absent due to illness the day before or the day after a holiday may be required to prove their illness with a doctor's excuse in order to receive their holiday pay.

(e) In the event that any additional holidays are granted to any other employee group of the Employer, other than the above listed holdays, those same additional holidays shall be granted to the employees covered by this Agreement.

ARTICLE XX

INSURANCE

Hospitalization.

The Employer shall provide, at no cost to the employee, full family Blue Cross/Blue Shield Comprehensive semi-private hospital, riders, D-45NM, PPNV, DCCR, CC, MVF-2, riders ML, DCCC, OPC, VST, Master Medical #4, FAE, National Reciprocity, Full Coverage Prescription Drug Program and A-80 Vision Care Program. The Employer may elect coverage provided through the AFL-CIO P.E.T. Program or another carrier, provided coverage levels are comparable. Effective July 1, 1993, employees not electing to take health insurance shall have the single subscriber amount deposited in the Board authorized TSA of their choice.

Dental.

The Board shall provide, at no cost to the employee, dental insurance for each full-time employee who subscribes.

Life.

The Board shall provide fifteen thousand dollars ($15,000.00) life insurance and fifteen thousand dollars ($15,000.00) accidental death and dismemberment insurance to each employee who subscribes.

ARTICLE XXI

VACATIONS

(a) Each employee covered by this Agreement who has enrolled one (1) year of service shall receive two (2) weeks vacation with pay; six (6) years of service three (3) weeks vacation with pay; ten (10) years of service four (4) weeks vacation with pay.

Vacations may be scheduled during the school year by mutual agreement between the employee and the Employer.

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

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time lost as a result of such appearance for service, less any compensation received for such jury service, up to a period of thirty (30) days.

ARTICLE XXIII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered in the type of work and classification as set forth on Schedule A, attached hereto and made a part of hereof by reference. Also, in addition, in recognition of service to the district, each employee upon retirement from the Mason Public Schools and under the Michigan Retirement Laws, shall be paid a terminal leave payment of fifty dollars ($50.00) for each year of service to the district, provided the employee has been employed by the district for at least ten (10) years.

ARTICLE XXIV

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

Section 4.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until **June 30, 1994.**

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (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, give notice. Such notice shall be in writing and it shall set forth the nature of the 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) 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 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 the Mason Public Schools, 118 West Oak Street, Mason, Michigan 48854, 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, 1991.**

MASON PUBLIC SCHOOLS

President

Secretary

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

Business Manager

President

Recording/Corresponding Secretary

MASON PUBLIC SCHOOLS

Lynda Coleman Shirley

Peter D. Stid

Carolyn Crews

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

President

Business Manager

Recording /Corresponding Secretary

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1991

	1991-92	1992-93	1993-94
Maintenance I	$11.96	$12.56	$13.19
Maintenance II	11.64	12.22	12.83
Maintenance III	11.17	11.73	12.32
High School Building Engineer	12.48	13.10	13.76
Middle School Building Engineer	11.90	12.50	13.13
Elementary School Building Engineer	11.17	11.73	12.32
Assistant Building Engineer	10.92	11.47	12.04
Custodian	10.67	11.20	11.76

(See Article XVII, Section 5, page 17, for shift differentials).

Probationary Rate:

Thirty cents ($.30) less per hour.

Longevity Pay:

Longevity pay shall be paid according to the following schedule, with each Step based upon the employee's total years of seniority with the Employer as of July 1st (employees having a seniority date falling between July 1st and December 31st shall be granted a full year experience for purposes of longevity pay: Employees having a seniority date falling between January 1st and June 30th shall not receive credit for the fractional part of a year). The longevity pay shall be added to the hourly base rate of the employee.

After five (5) years of service - an additional fifteen cents ($.15).

After ten (10) years of service - an additional fifteen cents ($.15).

After fifteen (15) years of service - an additional fifteen cents ($.15).

After twenty (20) years of service - an additional fifteen cents ($.15).

Effective July 1, 1992, longevity pay shall be increased by five cents ($.05) at all levels.

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 10
DETROIT MICHIGAN