

DRAFT

AGREEMENT

between

**MORENCI AREA SCHOOLS
BOARD OF EDUCATION**

and

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

MAINTENANCE/CUSTODIAL EMPLOYEES

DRAFT

Morenci Area Schools

JULY 1, 1994 - JUNE 30, 1997

TABLE OF CONTENTS

ARTICLE I	1
PURPOSE	1
ARTICLE II	1
UNION RECOGNITION, AGENCY SHOP, CHECK-OFF	1
Union Recognition	1
Agency Shop	1
Check-Off	3
ARTICLE III	3
NON-DISCRIMINATION	3
ARTICLE IV	3
VISITATION	3
ARTICLE V	4
STEWARDS	4
ARTICLE VI	4
SAFETY PRACTICES	4
ARTICLE VII	4
JURISDICTION	4
ARTICLE VIII	5
CONTRACTUAL WORK	5
ARTICLE IX	5
MANAGEMENT RIGHTS	5
ARTICLE X	5
SENIORITY	5
ARTICLE XI	7
TRANSFERS AND PROMOTIONAL PROCEDURES	7
ARTICLE XII	8
NEW JOBS	8
ARTICLE XIII	9
DISCIPLINE DISCHARGE	9
ARTICLE XIV	9
LEAVE OF ABSENCE	9
Childcare and Childbirth Leave	9

ARTICLE XV	11
GRIEVANCE PROCEDURE	11
Definitions	11
Step One	12
Step Two	12
Step Three	13
Step Four	13
Step Five - Arbitration	13
 ARTICLE XVI	 15
HOURS AND WORK WEEK	15
Regular Hours and Work Week	15
Overtime Rates	15
Call-Back	15
Reporting Pay	15
Distribution of Overtime	15
Shift Differential	16
Rest Periods	16
Inclement Weather Days	16
 ARTICLE XVII	 16
HOSPITALIZATION	16
Hospitalization Insurance	16
Life Insurance	17
 ARTICLE XVIII	 17
SICK LEAVE AND FUNERAL LEAVE	17
Sick Leave	17
Funeral Leave	18
Personal Leave	18
Leave Benefits Eligibility	18
 ARTICLE XIX	 18
HOLIDAYS	18
 ARTICLE XX	 20
VACATIONS	20
 ARTICLE XXI	 21
JURY DUTY	21
 ARTICLE XXII	 22
WORKER'S COMPENSATION	22
 ARTICLE XXIII	 22
BENEFITS	22
 ARTICLE XXIV	 22
RETIREMENT	22
 ARTICLE XXV	 22
CLASSIFICATION AND COMPENSATION	22

ARTICLE XXVI	23
BINDING EFFECTIVE AGREEMENT	23
ARTICLE XXVII	23
SCOPE, WAIVER AND ALTERATION OF AGREEMENT	23
ARTICLE XXVIII	24
NO STRIKE CLAUSE	24
ARTICLE XXIX	24
TERMINATION AND MODIFICATION	24
SCHEDULE A	26
SALARY SCHEDULE	26

ARTICLE I

PURPOSE

It is the purpose of the Agreement to promote and insure harmonious relations, cooperation and understanding between the Board 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 Board 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, and hours of employment.

(b) The term "employee" as used herein shall include all Maintenance, Building Engineers, and Custodian employees of the Employer. Excluded shall be probationary workers, temporary and substitute workers, supervisors, and all others.

Section 2. Agency Shop

(a) The Board agrees that it shall be a condition of employment that all employees who are presently employees, all employees who hereafter become employees, and all new employees employed after the 30th day of June, shall within sixty (60) days after the effective date of this Agreement, or sixty (60) days after the commencement of employment, whichever comes later, either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing.

2. Cause to be paid to the Union a service in an amount established by the Union.

In the event the service fee or dues shall not be paid, the Board, upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with this condition, shall process said complaint, the charging party being the Union. Failure to comply with the provisions above will cause the Union member to be dismissed unless the Union, in writing, gives notification that the service fee has been paid and, thus, the complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new employee to replace an old employee under the terms of this Article, then and in that event, neither the Union nor the employee shall have a right to withdraw said complaint, it being recognized by the Union and any employee employed under the terms of this Contract that the Board has a reasonable right to proceed to replace an employee against whom charges have been filed hereunder. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.

(b) In the event the employee challenges the amount of the service fee through the Union's appeals process, the service fee shall continue to be payroll deducted from the employee, however, fifteen percent (15%) of the regular Union membership dues will be placed into an escrow account by the Employer pending completion of the appeals process.

No employee shall be discharged during the pendency of an appeal.

(c) The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purposes of complying with this Agreement.

(d) It shall be the responsibility of the Union to notify the district of the amount of the yearly dues and service fees by July 1st annually. 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.

(e) 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.

(f) The Board agrees that, upon hiring any new employees who are covered by this Agreement, the Board shall send a letter advising the Union of the names, dates of hiring and the social security numbers of the new employees.

(g) 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 3. Check-Off

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

(b) Such dues, as and when deducted, shall be kept separate from the Board's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

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 adjustment 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

STEWARDS

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

(b) Reasonable arrangements will be made to allow the Chief Steward and Alternate time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, by first receiving approval from the administrator. Said time off shall be limited to thirty (30) hours per Contract year.

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

ARTICLE VI

SAFETY PRACTICES

The Board will take reasonable measures in order to prevent and/or eliminate any hazards which the employee may encounter at their place of work, in accordance with the provisions of the Occupational Safety and Health Act, State and local regulations.

ARTICLE VII

JURISDICTION

Employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instructional training, experimentation, in cases of emergency, in cases of specialization, in the absence of the regular employee, or if placed by welfare or the courts.

In the event of a single employee absence not exceeding two (2) consecutive days in the middle and/or elementary school, the building's day staff will be asked to cover the evening shift, or a portion thereof, as determined by the Maintenance Supervisor. Should the work be refused, a substitute may be hired. Should the absence exceed two (2) consecutive days, a substitute may be hired.

The workfare or youth employment people shall be used only as supplementary help under the on-site direction of a bargaining unit member or the head of maintenance.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. 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 contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE IX

MANAGEMENT RIGHTS

(a) The Board 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 employee's right to bring a grievance if the provisions of this Agreement are violated by the exercise of such management function.

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

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first (1st) day of employment. If at any time prior to the completion of the ninety (90) calendar days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed by the Board 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 their probationary period until these additional days have been worked.

(b) All probationary employees shall be evaluated every thirty (30) calendar days. A copy of this evaluation shall be given to the employee and a copy placed in the employee's file.

(c) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(d) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the least seniority employee.

(e) An employee will lose their seniority for the following reasons:

1. The employee resigns;
2. The employee is discharged for cause;
3. An employee on lay-off refuses the offer of a full-time position;
4. An employee is on scheduled lay-off for one (1) year or more.

(f) Seniority shall continue to accumulate within the bargaining unit for any employee who is transferred to a supervisory position with that employee having the right to exercise their seniority and return to the bargaining unit in the event that the employee vacates their supervisory position.

(g) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain each employee's name and date of entry into the classification.

ARTICLE XI

TRANSFERS AND PROMOTIONAL PROCEDURES

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employee shall be given five (5) working days 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 that the employee 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. In the event administration does not feel it is desirable to place the highest seniority employee in the open position, an evaluation meeting between the Union Business Representative and administration will be held in order to review the reasons and arrive at a decision. In the event no mutually agreeable decision may be reached, the administration shall make a decision. The employee may grieve this decision.

(b) Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.

(c) 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 period. In the event that it is not mutually agreeable 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.

(d) When an employee is transferred to a new position, they shall serve a probationary period of thirty (30) working days. At the conclusion of the probationary period, the employee may return to their former position (if available), or in the event that their work is not satisfactory to the Employer, the employee shall be returned to their former position.

ARTICLE XII

NEW JOBS

(a) The Board 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 Board shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Board 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 Board to negotiate the classification and rate of pay. 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 reach agreement on the classification and/or rate of pay, the issue may be submitted to arbitration. The arbitrator shall render his decision based solely upon the final position of either of the parties. 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 arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

(c) When the Employer reviews a current job description, they shall meet with the Union to determine if the requirements are reasonable.

ARTICLE XIII

DISCIPLINE DISCHARGE

(a) Dismissal, suspension, and/or any other disciplinary action shall be only 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 other disciplinary action shall include, but not be limited to, drunkenness, dishonesty, smoking (except in designated areas by the Board), fighting, drugs, insubordination, willful violation of agreed upon rules, absence without reasonable notification, absence without good cause, and deliberate improper handling of employee's equipment.

ARTICLE XIV

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Board, shall be granted a leave of absence for up to one (1) year, which may be extended beyond that period of time by the Board of Education, provided the employee promptly notifies the Board of the need for such leave, or extension thereof, and provided further that the employee supplies the Board 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 Board.

(b) Leaves of absence 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 household.

(c) Leaves of absence shall be granted for a specified period of time for training related to any employee's regular duties in an approved educational institution.

(d) Childcare and Childbirth Leave

1. Expectant employees may elect not to receive sick leave payments and upon application, said employee will be granted a maternity leave without pay for the purpose of childbirth and subsequent childcare of the newborn infant for a duration not to exceed one (1) year, unless renewed at the discretion of the Board.

2. All pregnant employees will notify the Board of pregnancy at least five (5) months prior to the expected date of birth. Said notification shall be filed with the Superintendent of Schools.

3. The employee will be required to furnish medical certification of her continued ability to perform her duties.

4. The employee may be required to submit to physical examination by a physician selected by the School Board, at Board expense, or a physician of her choice at her expense.

5. The employee may continue working as long as she can continue her regularly assigned responsibilities. The employee's physician will furnish a statement to this effect.

6. The application for such leave shall be received by the Superintendent of Schools no less than two (2) weeks prior to the effective date of such leave, and shall include a statement of the exact date on which the employee wishes to commence the leave, and may be relaxed upon complication occurring which shall be followed up by a physician's statement.

7. An employee on maternity leave under the above provisions shall indicate in writing to the Superintendent of Schools as to her expected date of returning to work. The employee shall indicate to the Superintendent two (2) weeks before this expected date if she wishes to return at a later date, or two (2) weeks before she wishes to return if the desired date of return is earlier than the date originally specified under paragraph one (1) of this Article.

The employee shall be returned to employment as specified under paragraph one (1) of this Article.

8. Should the course of nature be interrupted or should the death of the child occur within the period of maternity leave, the above rules may be relaxed under such conditions as the Board of Education may prescribe.

9. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.

For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from performing her duties.

It is expressly understood that leave taken under subparagraph nine (9) is for the purpose of disability and not for normal child care.

(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 Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request 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 position or office in the Union, whose duties require their absence from 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 Board, 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 shall accumulate seniority during their leave of absence, and the employee shall be entitled to resume their regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the employee.

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication 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) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure.

(e) Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.

(f) 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 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 their immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

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

(c) If a grievance arises from the action of the Superintendent, and has no immediate impact on the building operation, it may be initiated at the appropriate Step (Step Two or Step Three), of the Grievance Procedure.

Step Two.

(a) The Chief Steward shall meet with the Building Principal to discuss the grievance within five (5) working days of its written submission to the Building Principal.

(b) The Building Principal shall give his decision, in writing, relative to the grievance within ten (10) working days of his meeting with the Chief Steward.

Step Three.

(a) Any appeal of a decision rendered by the Building Principal shall be presented to the Superintendent of Schools within five (5) working days of the date the decision is communicated to the Union, and the Superintendent shall meet with a Business Representative of the Union within fifteen (15) days, at a time mutually agreed upon. The appeal shall be in writing and state the reason, or reasons, why the decision of the Building Principal 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 their 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) In the event that 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 may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

(b) Upon receipt of notice of intention to proceed to arbitration, the parties will meet at a mutually agreeable time, but in no case later than ten (10) working days after written notification of intent to proceed to arbitration, to attempt to agree upon the selection of an arbitrator. If the parties are unable to agree upon an arbitrator at this meeting, the appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period, as is furnished to the parties by the American Arbitration Association. Each party, upon returning their listing of the potential arbitrators to the American Arbitration Association, shall indicate as to their preference of the arbitrator, by the numbering of said arbitrators one (1) through seven (7). The American Arbitration Association, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

(c) In the event that neither party returns their listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator, or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing, based on the highest preference of the party that did return their listing within the specified time period. In either of these instances, both of the parties shall accept that person as the arbitrator.

(d) The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

(e) Each party shall be responsible for the expenses of the witnesses that they may call.

(f) 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 the parties hereto.

(g) The fees, expenses and filing fees of the arbitrator shall be paid solely by the non-prevailing party.

(h) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

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

ARTICLE XVI

HOURS AND WORK WEEK

Section 1. Regular Hours and Work Week

(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) 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) Time and one-half (1-1/2) will be paid for all hours worked on Saturday.

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

Section 3. Call-Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, the employee shall receive pay for a minimum of one (1) hour at time and one-half (1.5) of their regular rate.

Section 4. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 5. Distribution of Overtime

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.

Section 6. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 8:00 a.m. will receive a shift differential of twenty cents (\$.20) per hour for all hours worked that work day.

Section 7. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day. The rest periods will be taken on the premises unless permission is given by the supervisor to leave.

Section 8. Inclement Weather Days

When school is closed due to inclement weather, staff will report to remove snow. On each subsequent day when the school is closed, staff will report no later than 10:00 a.m. and work a regular shift to receive a full day's pay. If staff is unable to report due to impassible road conditions, the administration may verify the road conditions. Notification of the cancellation of classes shall be via a minimum of four (4) radio stations and shall be called no later than 7:00 a.m.

If legislation changes concerning snow days changes during the term of this Contract, the Board will open this issue for negotiations.

If school is closed early, the daytime custodian will complete his/her normal responsibilities, including regular cleaning duties, after all staff and students have left, and will then be permitted to leave.

ARTICLE XVII

HOSPITALIZATION

Section 1. Hospitalization Insurance

(a) Pursuant to the authority, as set forth in the Michigan School Code, Section 617 (340.617), the Board agrees to provide, upon submission of written application, health insurance coverage up to the subsidy according to each employee's family status. The coverage will meet or exceed that provided by MASH SET/SAG Insurance - Plan Ultra - Med-C. A two dollar (\$2.00) prescription card will be included with the health coverage.

(b) The Board agrees to pay the cost of any premium increase up to fifteen percent (15%) of the 1993-1994 cost for the duration of the Contract. Increases above fifteen percent (15%) will be at the cost of the individual employee.

(c) The Board reserves the right to enroll in another hospitalization insurance plan during the life of this Agreement, provided the new plan is equivalent to the present hospitalization insurance coverage.

Section 2. Life Insurance

The Board shall pay the full premium for a ten thousand dollar (\$10,000.00) term life insurance policy for each employee covered by this Agreement.

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a limit of one hundred thirty (130) days. The unused portion of sick leave allowance shall accumulate from year to year to a limit of one hundred thirty (130) days. Unused sick leave in excess of one hundred thirty (130) days shall be paid at the rate of fifty percent (50%) of a normal eight (8) hour day rate at the end of the school year.

After ten (10) years of service in the Morenci Area Schools and upon retirement, the Board agrees to pay one-half (1/2) of the accumulated sick leave days at a rate of twenty dollars (\$20.00) per day.

(b) Sick leave shall be granted to an employee when said employee is incapacitated from the performance of duties by sickness, pregnancy, injury, or for medical, dental, or optical examination or treatment. Sick leave shall also be granted for the purpose of arranging for the care and attendance of a member of the immediate family due to illness or injury. Such leave shall be limited to one (1) day, unless approval for additional days is obtained from the Superintendent of Schools.

(c) For purposes of this Section, a member of the immediate family of the employee shall be qualified to mean a permanent member of the employee's household.

(d) Employees shall be informed in July and January of their sick leave status.

(e) Custodians working on the regular day shift shall report any absence not later than 6:00 a.m. by calling the Maintenance Supervisor. If the supervisor is unavailable, then the Building Principal shall be called.

Custodians working the evening shift shall notify the Building Principal or the Maintenance Supervisor not later than 12:00 noon.

In both cases, the reason for absence shall be given.

Section 2. Funeral Leave

(a) All employees may be granted five (5) working days off with pay for a death in the employee's immediate family. The immediate family is defined to include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents and grandchildren.

(b) In unusual cases, the death of others than those listed above may warrant granting of funeral leave. In such cases, individuals shall apply to the Superintendent of Schools who shall make the final determination in each case. Additional time off for traveling to said funeral may be granted by the Superintendent of Schools when the distance involved warrants such action.

Section 3. Personal Leave

(a) All employees shall be entitled to a total of two (2) days per year, for personal emergency and/or business leave.

(b) This leave is to handle matters requiring the employee's attendance that cannot be handled outside of normal working hours.

(c) Any unused personal business days shall be accumulated into the employee's individual single sick leave bank, in addition to their normal accumulative sick leave, at the end of each year.

Section 4. Leave Benefits Eligibility

Probationary employees are not entitled to leave benefits during their probationary period, but shall be given credit for any earned days upon completion of their probationary period.

ARTICLE XIX

HOLIDAYS

(a) The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employees:

New Year's Eve Day
New Year's Day
Good Friday*
First Day of Spring Vacation or First Day of Summer Vacation
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
July Fourth
Memorial Day
Employee's Birthday

* Full day if school is not in session, one-half (1/2) day if school is in session.

(b) The school may request this day to be taken at a more convenient time during the year. If this is the case, the employee will not receive double time (2X), but shall have a day off with pay of their choice.

(c) If an employee is on vacation of any of the above named holidays at the end of their vacation, or in lieu thereof, said employee may elect to receive normal day's pay for the holiday.

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

(e) Beginning with the 1995-1996 school year, in the event that the scheduled holiday falls on a Saturday or Sunday, the day shall be compensated at fifty percent (50%) of the daily eight (8) hour rate. At the option of the immediate supervisor, the employee may receive the Friday before the holiday or the Monday after the holiday off with pay in lieu of additional compensation. If the Friday and Monday are school session days, the employee shall not be excused from their shift, but will work as per the normal Contract.

ARTICLE XX

VACATIONS

(a) All employees hired prior to July 1, 1994, and covered by this Agreement, shall be granted vacation with pay in accordance with the following table:

<u>Service as of July 1st</u>	<u>Vacation</u>
Six (6) Months	Three (3) Days
One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Three (3) Years	Two (2) Weeks plus One (1) Working Day
Four (4) Years	Two (2) Weeks plus Two (2) Working Days
Five (5) Years	Two (2) Weeks plus Three (3) Working Days
Six (6) Years	Two (2) Weeks plus Four (4) Working Days
Seven (7) Years	Three (3) Weeks
Eight (8) Years	Three (3) Weeks plus Two (2) Working Days
Nine (9) Years	Three (3) Weeks plus Four (4) Working Days
Ten (10) Years	Four (4) Weeks

All employees hired after July 1, 1994, and covered by this Agreement, shall maximize vacation at three (3) weeks after seven (7) years of service.

(b) To be eligible for a full vacation, an employee must have worked eighty-five percent (85%) of their regularly scheduled working hours. An employee who works less than eighty-five percent (85%) of their regularly scheduled working hours shall receive prorata vacation allowance based on the actual percentage of hours worked.

(c) Employees terminating employment or on a leave of absence shall receive prorata vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between their anniversary date and their termination date, or as of the date that they are placed on the leave of absence.

(d) Employees may be permitted to take earned vacation during the regular school year provided that only one (1) employee is absent at a time. The request for this vacation must be made to the Maintenance Supervisor with authorization to be determined by the Superintendent of Schools, and if more than one (1) employee applies for the same time period, seniority will be used to determine the granting of the request.

(e) Vacation requests shall be made at least one (1) full week in advance.

(f) 1. At the end of the school year, the balance of unused vacation days shall be paid at the rate of fifty percent (50%) of a normal eight (8) hour day's rate;

2. Or, the unused days may be transferred to the employee's sick leave bank at the rate of one (1) day for every two (2) days left unused;

3. Or, a combination of compensation and a transfer to sick leave may be determined by the employee.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or service, shall receive their 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

WORKER'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their sick leave in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburses the Board the amount of wage continuation benefits they receive under Worker's Compensation for any week which the employee receives sick pay from the Board. For any day that the employee receives sick pay from the Board and reimburses the Board for the Worker's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Board.

ARTICLE XXIII

BENEFITS

It is agreed between the parties that in the event that any employee who is covered by this Agreement works less than the established hours in their classification, the employee shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Board. To qualify for any prorata portion of benefits, an employee must work a minimum of twenty (20) hours per week in the classification.

ARTICLE XXIV

RETIREMENT

Maximum retirement age is seventy (70) unless extension is granted by mutual agreement to extend the length of employment. If extension is granted, an annual physical must be taken and individual must waive Worker's Compensation.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

Second (2nd) shift employees shall receive their payroll checks on Thursday evening of pay week, if the payroll is ready. This is contingent upon the employee not cashing the check until Friday.

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2.

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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter 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.

Section 3.

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of this Agreement shall govern the relations of the parties hereunder. 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 XXVIII

NO STRIKE CLAUSE

The Union and Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee 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 the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until **June 30, 1997**.

(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 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 June 30, 1994, or any subsequent termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) calendar days written notice of termination, provided that such termination will not be effective prior to the expiration of the ninety (90) calendar day period in the original notice of amendment. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement before provided.

(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 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Board, addressed to the Morenci Area Schools, 500 Page Street, Morenci, Michigan 49256, or to any other address the Union or the Board make available to each other.

(e) The effective date of this Agreement is **July 1, 1994.**

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

**MORENCI AREA SCHOOLS
BOARD OF EDUCATION**

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

President

Business Manager

Secretary

President

Superintendent

Recording/Corresponding
Secretary

SCHEDULE A

SALARY SCHEDULE

<u>Classification</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Building Engineer/ Maintenance Assistant	\$12.14	\$12.48	\$12.83
Building Engineer	11.71	12.04	12.38
Custodian	10.65	10.95	11.26

Probationary employees shall be paid twenty cents (\$.20) less per hour than the base rate of pay during the probationary period.

All CETA employees shall be governed by the salary established by the Federal Manpower Program.

Mileage - twenty cents (\$.20) out of the district.