

June 30, 1975

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

between

THE MADRIAN PUBLIC SCHOOLS, hereinafter referred to as the "Employer",

and

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

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; AGENCY SHOP; CHECK OFF

Section 1. Union Recognition

(a) The employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

(b) The term "Employee" as used herein shall include all Employees within the classification as listed in Schedule A, of this Agreement.

Section 2. Agency Shop

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within Ninety (90) calendar days of the effective date of this provision or within Ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, within Ninety (90) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than Sixty (60) calendar days in arrears of payment of such dues or fees.

Adrian Pub. Schools

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13020 Avonita - 1 -
Detroit 48227

(c) The Employer shall be notified in writing, by the Union of any employee who is Sixty (60) calendar days in arrears in payment of membership dues (or fees).

(d) The Employer agrees that upon hiring any new employee who is covered by this Agreement to send a written memo advising the Steward of the name and date of hiring of the new employee.

(e) The Employer Agrees as does the Union that either party shall have the right to re-open negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party Thirty (30) calendar days written notice.

(f) The Union assumes full responsibility for the validity and legality of such employees deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(g) 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 complying with this Article, or in reliance upon claims by the Union that an employee must be discharged because he is not a member of the Union in good standing.

Section 3. Check Off

(a) The Employer shall deduct the Union dues or service fee 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 month which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

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

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

(a) The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws of the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during their work day;
2. To hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
3. Determine work load, hours of employment, and duties responsibilities, and assignments of employees covered under the contract.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitutional laws of the State of Michigan, and the constitutional laws of the United States.

(b) The Board of Education has the right to change its policies, including those policies which effect the salaries, fringe benefits, other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE IV

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 principle involved in the area of civil rights. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the Employer's pre-

premissis during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

ARTICLE VI

STEWARDS

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

(b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance meetings after making proper arrangements with his immediate supervisor.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay off and recall only; provided, he is qualified to perform the work required. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VII

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent or eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of applicable law.

(b) The employee will notify the Employer in writing, of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII

JURISDICTION

Employees of the employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency; provided the Supervisor of Maintenance, Supervisor of Custodians and Receiving and the Supervisor of Grounds may perform such duties which they have normally performed and which have been set forth in job descriptions furnished by the employer to the Union.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule A nor in the event of expansion of and/or additional facilities shall contracting be used in place of work performed under this Agreement.

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 day of employment, except as herein provided. If at any time prior to completion of ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he will be subject to immediate dismissal.

(b) Newly hired employees who begin probationary periods during summer recess shall serve additional probationary days equal to the number of calendar days which fell during the non-school period during which the job was not operative; and such employee shall not have completed his probationary period until these additional days have elapsed. However, all probationary employees shall be paid the base rate for the classification held at the expiration of the ninety (90) day probationary period.

(c) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire, with the exception of the hospitalization insurance benefit which must be applied for by the employee no later than the thirty-first (31st) ^{calendar} day of employment.

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

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

1. He resigns in writing.
2. He is discharged for cause and not reinstated through the grievance procedure.
3. He is laid off for a period of time equal to one-half (1/2) his years of service not to exceed five (5) years or eighteen (18) months, whichever is greater, or fail to report within seven (7) calendar days following written call back notification.

(f) It is agreed that the presently established seniority list shall include supervisory employees, who were not members of the bargaining unit as of July 1, 1967 and such employees shall be frozen as of that date and said employees shall no longer accumulate seniority as long as they remain in said supervisory capacity. In the event said supervisory employees or employee shall no longer be assigned a supervisory responsibility, they may be eligible to become a member of this bargaining unit, and may bid on any open job at such time as a job becomes available. Said supervisory employee, who becomes a member of the bargaining unit, shall not be entitled to bump any other employee even though said other employee shall have less seniority. The supervisory employee, upon becoming a member of the bargaining unit and who successfully bids into an open job, shall thereafter accumulate seniority and may use said seniority for the purpose of keeping any job for which said employee has successfully bid; it being understood that said seniority may be used for the preservation of a job as against all other employees who have less seniority.

(g) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to return to the bargaining unit in the event that he vacates his supervisory position under creditable circumstances. Said employee shall return to the bargaining unit with custodial classification.

(h) An agreed to seniority list shall be made available to each building covered by this Agreement on or about July 1st of each year, such list shall contain date of hire, employee's location and classification. The seniority date of employees hired on the same date shall be determined alphabetically by surname.

ARTICLE XI

PROMOTIONS AND TRANSFERS

Section 1. Vacancies and New Positions

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy. Employees shall be given five (5) work days time in which to make application to fill the vacancy or new position. The senior employee making application shall be promoted to fill the vacancy or new position, provided he has the qualifications necessary to perform the duties of the job involved. The employee whose bid to fill the vacancy is approved must be available for duty in the open position within thirty (30) calendar days after the specified starting date.

(b) If the administration does not feel it is desirable to place the highest seniority employee in the open position, an evaluation meeting between the parties will be held to review the reasons and arrive at a decision.

(c) A newly promoted employee shall serve a probationary period of thirty (30) calendar days in the open position at his present rate of pay.

(d) Upon satisfactory completion of the probationary period the newly promoted employee will be paid the rate of pay for the new classification retroactive to the date of transfer. During the probationary period the employee may at any time return to his former position; or in the event his work performed is unsatisfactory to the employer he shall be returned to his former position.

Section 2. Transfers

(a) Transfers shall be defined as bids by employees to assume the duties of a classification which pays the same, or less than, the bidder's present classification. Any employee who bids to transfer must remain in that position through the remainder of the school year in which he transfers to the open position, provided the employee must be able to perform the duties of the job involved, be available to begin the duties within thirty (30) calendar days following award of the bid, and possess required qualifications. In addition, his bid must be accompanied by a written statement setting forth the reasons which prompted the bid to transfer.

(b) A newly transferred employee shall serve a thirty (30) calendar day probationary period. During this period the employer may if the work of the employee is unsatisfactory return the employee to his former position.

(c) Immediately upon transfer the employee shall receive probationary rate for that classification. Upon satisfactory completion of the thirty (30) calendar days probationary period, the employee shall be paid the base rate for the classification retroactive to the date of transfer.

(d) It is recognized that newly created positions and vacancies may occur during the summer recess period. This circumstance shall not preclude the necessity to serve a thirty (30) calendar day probationary period in the classification. These vacancies and newly created positions will be posted and filled at the time of occurrence and the employee appointed to the classification will not bid on any other job following acceptance of his bid. The beginning probationary date for newly created positions and vacancies which occur during the summer recess shall coincide with the date on which the regular school year assignments begin. In general, this date will be during the fourth week in August.

(e) The employer's posted vacancy notice shall contain the following:

1. Type of work
2. Place of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification

Section 3. Temporary Transfers

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

(b) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII

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

ing 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 part of Schedule A of the Agreement.

ARTICLE XIII

DISCIPLINE DISCHARGE

(a) Dismissal, suspension, and/or any other disciplinary action must be for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following:

1. Unauthorized or excessive absence from work.
2. Commitment or conviction of any criminal act.
3. Conduct or attitude unbecoming an employee in the public service.
4. Disorderly or immoral conduct.
5. Failure to make proper provisions for liquidation of just debts.
6. Insubordination or willful violation of Employers agreed upon rules.
7. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics.
8. Willfull neglect of duty.
9. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
10. Deliberate falsification of records and reports.

(b) All dismissals and suspensions shall be without pay providing the employer is able to substantiate such disciplinary action. No suspension shall be effective for a period of time longer than the next regularly scheduled Board of Education meeting, but in no case longer than fifteen (15) days from the date of suspension without prior approval of the Board of Education.

ARTICLE XIV

LEAVE OF ABSENCE

(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 and has exhausted any means of compensation from the Employer, shall be granted a leave of absence which shall not exceed five (5) years, provided he promptly notifies the Employer within two (2) weeks of such occurrence of the necessity therefore and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of mutual choice 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 may 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 may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant she shall, by the end of her fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. She shall be allowed to work until such time as her physician would indicate that she should be granted a leave of absence. When she is required to interrupt her employment, upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's statement is furnished establishing the fact that she is not able to return to work within that time period.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected to full-time position or office in the Union, whose duties require his absence from work, shall be granted a leave of absence for a minimum of three (3) years, but shall not exceed a period of time equal to one-half (1/2) the total years of seniority accumulated by said employee at the time he secures his leave of absence. Said leave may be extended upon mutual agreement between the parties.

(h) All requests for leaves of absence shall be presented personally in writing to the Director of Buildings and Grounds stating the reason for the request and the length of leave, plus the date when the employee shall return to work. A copy of the written leave of absence shall be maintained by the Employer, a copy furnished to the employee and a copy given to the Union Steward.

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer. In the event that the employee would fail to return to work within said period of time, as herein before defined, then said employee shall be considered to have quit his job, and he shall be removed from the seniority list.

ARTICLE XV

GRIEVANCE PROCEDURE

Definitions

(a) A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

(b) The time elements in the steps can be shortened or extended by mutual agreement.

(c) Working days shall be Monday through Friday, excluding all paid holidays.

(d) Any employee grievance or Union grievance not presented for disposition through the grievance procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

(e) A grievance concerning alleged safety hazards may be processed directly to step three (3) of the grievance procedure.

Step One.

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

(b) The Steward then may submit the grievance in writing to his immediate Supervisor 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 immediate supervisor shall then, within two (2) working days, meet with the Steward and the employee to discuss the grievance.

(b) The immediate supervisor shall then give his decision in writing relative to the grievance within five (5) working days of his meeting with the Steward and the employee.

Step Three.

(a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing within five (5) working days from Step 2B above, to the Director of Buildings and Grounds stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.

(b) The steward shall meet with the employee and the Director of Buildings and Grounds to discuss the grievance within five (5) working days of its written submission to him.

(c) The Director of Buildings and Grounds shall give a decision in writing, relative to the grievance within five (5) working days of the meeting with the Steward.

Step Four.

(a) Any appeal of a decision rendered by the Director 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 why the decision of the Director of Buildings and Grounds was not satisfactory.

(c) The Superintendent 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) calendar days following receipt of the appeal.

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

Step Five.

(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 Superintendent of Schools was unsatisfactory.

(c) The Board of Education or a Committee of the Board shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than fifteen (15) calendar 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 five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six.

Arbitration

(a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days, the grievance must be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) working days from the date of notification that arbitration will be pursued, he shall be selected by the American Arbitration Association.

(b) The Arbitrator, the Union or the employer may call any person as a witness in any arbitration hearing.

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

(d) The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

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

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

(g) The Arbitrator shall have no powers to interpret, State or Federal Law

(h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union, subject to the right of the Board or Union to judicial review.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 120 hours thereafter. Employees who are regularly scheduled to work the third shift may have their work week extended until 6:00 a.m. Saturday.

(b) The normal work day shall be 8 1/2 consecutive hours which shall include a one-half (1/2) hour unpaid lunch period; provided, that second shift employees shall have a work day of eight (8) consecutive hours which shall include a one-half (1/2) hour paid lunch period. Employees shall be further entitled to one fifteen (15) minute rest period during the ~~first~~ first four hours of his working day and one fifteen (15) minute rest period during the second four hours of his working day; said rest periods shall be taken in the building assigned or in the vicinity of the employee's work when approved by the employee's immediate supervisor.

(c) A lunch period shall be arranged by the appropriate supervisor with the objective that said period shall normally occur in the middle of the employee's working day; provided, that said lunch periods may be staggered so that there is continuous custodial service available for the efficient operation of the school.

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; or all time worked in excess of forty (40) hours in one week, for which overtime has not already been earned. It is understood that notwithstanding the foregoing provision, there are certain employees deemed to be essential for the continuous maintenance and operation of the boilers of the employer during the winter months. It is agreed that the employer may arrange the work schedule of these essential personnel so that they will be on duty during the week-end. At such time as these personnel work on Saturday and/or Sunday, they shall be entitled to have Monday and Tuesday as their off days; and in addition to said off days, said employees shall be paid time and one-quarter for eight (8) hours work on Saturday and time and one-half for eight (8) hours work on Sunday. It is the objective of the Director of Buildings and Grounds to rotate such week-end duty

among the qualified employees so that said employees will have as many free week-ends as is possible and so that week-end work is equitably distributed among the qualified employees.

(b) Subject to the special provisions contained in section (a), above, double time will be paid for all hours worked on Sunday when such hours are overtime.

Section 3. Call Back

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half his regular rate or a minimum of three (3) hours pay at his straight time hourly rate, whichever is the greater.

Section 4. Distribution of Overtime

(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) When the Department Supervisor has more overtime within a building than he has men, he will refer to the seniority list within that department starting at the top of the list and working down on a rotation basis. The man or men called for the overtime, including both those who take overtime and those who for any reason fail to take overtime, will go to the bottom of the list and will not be called until his name comes up again. If the list of men in his department is depleted, then the Supervisor will call the Director of Buildings and Grounds and indicate how many men will be needed. The Director of Buildings and Grounds will then go by the master seniority list and call by rotation the number of men the Department Supervisor has requested.

(c) All men not regularly scheduled on second shift will be asked if they want to work football games for the season. Those men who desire to work football games for the season, will go on a seniority list and shall be called according to seniority and rotated in the same manner as above in 4(b).

Section 5. Maintenance of Buildings

Notwithstanding the preceding provisions of Section 4, it is agreed that on a new installation, or a job that requires a work order and is overtime work, the Maintenance Department Personnel have first choice based on seniority. If the overtime is refused by the Maintenance Personnel, the overtime would then go to the men qualified within that building according to seniority.

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 12:00 midnight, will receive a shift differential of five (.05¢) per hour for all hours worked that day. Employees who are regularly scheduled for work between 12:00 midnight and 8:00 a.m. shall receive a premium of twenty cents (20¢) per hour for the eight (8) hours worked that day.

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ARTICLE XVII

HOSPITALIZATION

The Employer shall pay the total premium for the cost of the Blue Cross - Blue Shield (MVF-1) Semi-Private Master Medical with ML Rider Hospitalization Insurance for the employee and his dependents.

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 maximum accumulation of 165 days.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease which requires the care and attendance of the employee, or when through exposure to contagious disease in conjunction with a physician's recommendation, the presence of the employee at his employment position would jeopardize the health of others.

(c) Upon retirement in compliance with the Michigan Public Employees Retirement System or compulsory Board of Education retirement at sixty-five (65) or because of disability purposes or death, the Employer agrees to pay the employee or his beneficiaries at the rate of twelve dollars and fifty cents (\$12.50) per day for each unused sick leave day.

(d) Records of sick leave, accumulated and taken, shall be provided at least annually to the employee and the Union.

Section 2. Funeral Leave

(a) All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association

and whose illness or death has a real meaning to said employee. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.

(b) Employees shall be granted up to one-half (1/2) day, with pay, to attend funerals of friends or relatives

Section 3. Personal Business Days

(a) Each employee covered by this Agreement shall be granted two (2) personal emergency days per year with pay, not deductible from sick leave. However, prior arrangements are to be made for such days whenever possible. Unused personal emergency days will be added to the employee's accumulative sick leave bank.

(b) Personal Emergency days shall not be used for the following reasons:

1. Shopping Trips
2. Vacation
3. Personal convenience
4. Hunting or other recreational activities.
5. For purposes of earning money.

Section 4. Lay-Off Pay

Employees who are laid off for five (5) consecutive work days or more shall be entitled to pay to be determined as follows:

1. Each employee shall receive credit for two (2) weeks for every full year worked; said year being determined on a twelve month basis rather than a fiscal year basis.
2. Employees shall be paid \$50.00 for each week accumulated for a maximum of eight (8) weeks so that the maximum lay off pay shall be \$400.00.

ARTICLE XIX

VACATIONS

(a) For the purpose of determining vacation eligibility, the employee shall receive vacation time based on the employee's total years of service as of July 1st of each year as follows:

- (a) One (1) year of service ten (10) working days.
- Five (5) years of service fifteen (15) working days.
- Eleven (11) years of service twenty (20) working days.

(b) A newly hired employee shall receive pro-rated vacation allowance which is earned from his date of hire until the first of July following his date of hire. Every year thereafter he shall earn his vacation time from July 1 until June 30 of each year. Effective July 1, 1974, each employee shall earn his vacation time as of July 1 of each year, which shall be earned based on the employee's year of hire as opposed to the year the employee is due to be granted vacation time for each year.

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

(d) Employees may take a maximum of two (2) weeks vacation at any time with proper notification to his immediate supervisor. Vacations of more than two (2) weeks must always receive prior approval of the Director of Buildings and Grounds.

ARTICLE XX

HOLIDAYS

(a) The Employer will pay the normal days 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 Following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	One-half (1/2) day Good Friday

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1 1/2) for hours worked in addition to the regular holiday work schedule.

(c) If an employee is on vacation or sick leave on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday. It is understood that in the event of a lengthy sick leave, the employee shall be entitled only to holiday pay for those holidays which occur during the employee's bank of accumulated sick leave.

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

(e) In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay on either date prior to or after the holiday, which would be scheduled by the Employer.

ARTICLE XXII

BENEFITS

It is agreed between the parties that any employee who regularly works less than eight (8) hours daily in his established classification, and is covered by this agreement, 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 Employer.

ARTICLE XXII

LIFE INSURANCE

The Employer shall pay the total premium for a \$2,500.00 straight term life insurance policy for each employee covered by this Agreement.

ARTICLE XXIII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of ninety (90) days.

ARTICLE XXIV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement alteration, understanding, variation, waiver or modification of any of the terms of 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 and Board of Education.

Section 2.

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

Section 3.

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

ARTICLE XXVII

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1975.

(b) If either party desired 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 the termination date or any subsequent termination date give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, The International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to Board of Education, Adrian Public Schools, 204 East Church Street, Adrian, Michigan 49221, 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, 1973.

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

THE ADRIAN PUBLIC SCHOOLS

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

William C. Gulbey

Robert B. Ross
Business Manager

Leo J. Spencer

Richard Randall
President

J. A. Jordan
Recording-Corresponding Secretary

opeiu #10 afl-cio

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1973:

<u>Classification</u>	<u>BASE RATE</u>	
	<u>7-1-73</u>	<u>7-1-74</u>
Maintenance Leader	\$4.58	\$4.83
Maintenance Carpenter	4.53	4.78
Building Engineer Maintenance	4.53	4.78
Maintenance Helper	4.22	4.47
Maintenance Lock & Clock	4.22	4.47
Maintenance Painter	4.43	4.68
Grounds Maintenance	4.22	4.47
Head Building Engineer Custodian	4.48	4.73
Head Custodian Nights High School	4.27	4.52
Shipping & Receiving	4.27	4.52
Head Custodian Elementary	4.22	4.47
Custodian	4.11	4.36

The probationary rate for a newly hired employee shall be Thirty (30¢) cents less per hour than the base rate of pay during the probationary period.

LONGEVITY PAY:

All employees shall be paid longevity pay according to the following schedule based on the employee's total seniority with the employer and shall be paid on the anniversary date of the employee and added to their base rate of pay:

5 years of service + \$.10	20 years of service + \$.10
10 years of service + \$.10	25 years of service + \$.10
15 years of service + \$.10	30 years of service + \$.10

APPENDIX A

September 12, 1973

Mr. Robert Inman, Business Representative
International Union of Operating Engineers
Local 547
3993 Englewood Avenue
Jackson, Michigan, 49201

Dear Bob:

The following is submitted relative to our current 1973-74 and 1974-75 contract discussions.

LETTER OF AGREEMENT
BETWEEN
ADRIAN PUBLIC SCHOOLS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 547, AFL-CIO

It is hereby agreed between the parties hereto that the Union hereby waives jurisdiction in regard to overtime assignments for the following:

- A. Student Council Projects.
- B. Community School Programs.
- C. Neighborhood Youth Corps Students.
- D. P. T. A. Sponsored Groups.
- E. Dad-Fans Club.

This waiver is subject to the following guidelines and stipulations.

- A. Each of the above mentioned groups shall furnish the Building Principal, the Head Custodian and Building Engineer with the name, or names, of the person, or persons responsible for the activity. Additional required information shall include the date and time the group will be using the building and the area of the building which will be used.
- B. It shall be the responsibility of the group to restore the areas used to their proper condition and return all equipment and materials to assigned storage areas.
- C. Those designated responsible for the activity shall assure that the building entrances are secure.

September 12, 1973
Mr. Robert Inman
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- D. In the event that the group does not comply with Items B and C, the custodian shall report non-compliance to the building principal. The Building Principal and the Custodial Supervisor, or the Director of Buildings and Grounds, shall make a determination relative to the assignment of overtime.
- E. Repeated non-compliance with Items B and C by any group may result in the recommendation of the Building Principal that the group be denied permission to use his building's facilities.
- F. Both parties agree that in the event either desires to terminate, or modify, this Letter of Agreement a thirty (30) day written notice shall be furnished the other party. This notice shall be conveyed by certified letter and contain that party's concerns and desires.

William C. Kelly
Leo G. Fitzgerald

Robert B. Ross
Richard Rammell
J. Jordan

Sincerely,

Leo

Leo G. Fitzgerald,
Assistant Superintendent

LGF/kw