

# **AGREEMENT**

*between the*

**OVID-ELSIE AREA SCHOOLS**

*and the*

**INTERNATIONAL UNION**

**of**

**OPERATING ENGINEERS**

**LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

**MAINTENANCE ~ CUSTODIAL  
BARGAINING UNIT**



**JULY 1, 2008 - JUNE 30, 2011**

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**Maintenance/Custodial Bargaining Unit**

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## **AGREEMENT**

This Agreement entered into by and between OVID-ELSIE AREA SCHOOLS BOARD OF EDUCATION, hereinafter referred to as the "EMPLOYER", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO, hereinafter referred to as the "UNION".

### **ARTICLE I**

#### **PURPOSE**

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Union, and the employees of the Employer. The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing the kind of service, care and maintenance of school properties that is acceptable to the school district constituents. To these ends, the Employer, Union and the employees encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE II**

#### **UNION RECOGNITION, UNION SECURITY, CHECK-OFF**

##### **Section 1 Union Recognition**

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.
- (b) The term "employee" as used herein shall include all Building Engineers, Custodians, Maintenance Engineer, but excluding on-call employees, seasonal employees, Head Custodian, Supervisors as defined in the Act, and all other employees of the Employer.

## **Section 2 Union Security**

- (a) It shall be a condition of employment that all permanent employees of the Employer who are covered by this Agreement, and who are not members of the Union on the effective date of this Agreement, or all employees who are hired on or after the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, shall either become members in good standing in the Union, or pay to the Union a service charge as a contribution toward the administration of this Agreement, in accordance with applicable laws, on or before the ninety-first (91<sup>st</sup>) day following the effective date of this Agreement, or on or before the ninety-first (91<sup>st</sup>) day following their date of hire, whichever shall be later.
- (b) 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.
- (c) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

## **Section 3 Check-Off**

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

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

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

### **ARTICLE III**

#### **NON-DISCRIMINATION**

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

### **ARTICLE IV**

#### **VISITATION**

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

### **ARTICLE V**

#### **STEWARDS**

- (a) The employees shall be represented by a Chief Steward and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union.
- (b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings, after arrangements have been made with his/her Supervisor and permission granted.
- (c) During his/her term of office, the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off and recall only; provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular status.
- (d) Up to two (2) Stewards will be released up to one (1) day each year to attend professional development, if approved by the Director of Buildings and Grounds in advance.



## **ARTICLE VI**

### **JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, with the exception of the work that has been historically performed during the summer, spring and Christmas vacation periods, provided, there is no discrimination against the employees covered by this Agreement.

## **ARTICLE VII**

### **CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule "A", nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

The Employer is allowed to hire one (1) employee to perform custodial work up to five (5) hours per day to be paid at eight dollars forty cents (\$8.40) per hour, without being provided health insurance benefits, and not to be part of this Agreement. The Employer will not replace any current full-time employee or their number of hours. Full-time vacancies will be posted for another full-time employee.

## **ARTICLE VIII**

### **SAFETY PRACTICES**

- (a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which are recognized as a part of the employee's normal job.
- (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 shall, upon written notification of an alleged unsafe condition, 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 employees.

## **ARTICLE IX**

### **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. If at any time prior to the completion of the ninety (90) calendar days probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

The ninety (90) calendar days probationary period will be reduced to thirty (30) calendar days probationary period if the newly hired employee worked as a substitute for at least three (3) months out of six (6) months prior to the date of employment.

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

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

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

1. He/she resigns;
2. He/she is discharged for cause, and not reinstated through the Grievance Procedure.

(e) 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 exercise his/her seniority and return to the bargaining unit in the event that he/she vacates his/her supervisory position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about September 1<sup>st</sup> of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

(g) Personnel laid off shall remain on the lay-off list and retain recall rights for a period as long as they were originally employed, up to a maximum of three (3) years.

## **ARTICLE X**

### **TRANSFER AND PROMOTIONAL PROCEDURE**

(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 employees shall be given one (1) pay period in which to make application to fill the vacancy or new position. If a vacancy occurs between: (i) June 30<sup>th</sup> and December 31<sup>st</sup>, it will be filled within ninety (90) calendar days or December 31<sup>st</sup> (whichever is longest); (ii) December 31<sup>st</sup> and June 30<sup>th</sup>, it will be filled within ninety (90) calendar days or June 30<sup>th</sup> (whichever is longest).

The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked; and the classification.

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

(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 days 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 be considered an open position and posted for bidding from interested employees.

(d) When an employee is transferred to fill a vacancy or a new position, they must remain in that position for a period of at least ninety (90) calendar days before they are eligible to bid on another position within the bargaining unit.

## **ARTICLE XI**

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

## **ARTICLE XII**

### **DISCIPLINE DISCHARGE**

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 other disciplinary action are the following:

1. Excessive absences or tardiness from work;
2. Conviction of any criminal act;
3. Conduct or attitude unbecoming any employee in public service;
4. Excessive garnishee;
5. Incompetence or inefficiency;
6. Insubordination;
7. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics;
8. Willful neglect of duty;
9. Negligence of or willful damage to public property;
10. Violation of any lawful regulation or orders made by a Supervisor;

11. Deliberate falsification of records;
12. Extension of lunch periods or break periods are cause for reprimand or dismissal.

### **ARTICLE XIII**

#### **LEAVES OF ABSENCE**

- (a) An employee who, because of illness or accident which is noncompensable under the Worker's Compensation Law, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for a period of time up to one (1) year, which may be extended by mutual agreement between the parties, provided he promptly notifies the Employer of the necessity therefore, and provided further, that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer.
- (b) Leaves of absence without pay shall be granted for reasonable periods of time for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children, or parents living in the same house.
- (c) Leaves of absence without pay shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- (d) Pregnancy leave will be treated in the same manner as other disability leaves under Article XVIII.
- (e) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.
- (f) 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.
- (g) Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

(h) The Board of Education will grant eligible employees, in accordance with the Family and Medical Leave Act (FMLA), for the purposes permitted by the FMLA.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE DEFINITION**

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

(b) At any step, failure on the part of the grievant to follow time limits constitutes dropping of the grievance. Failure of the Employer to give written answers to grievances at any step level within the specified time shall give the appealing party the right to process grievances to the next higher level within the specified time limit.

(c) Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure in 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, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that there were grounds for such claim, the grievance shall not hereafter be considered a grievance under this Agreement.

#### **Step One**

(a) An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her Steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the Steward.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor, stating the facts upon which the grievance is based and the alleged contract violation. The employee and the Steward shall sign the grievance forms.

(c) The supervisor shall then, within two (2) working days, meet with the Steward and the employee to discuss the grievance.

(d) The supervisor shall then give his decision in writing within two (2) working days of his meeting with the Steward and the employee.

## **Step Two**

- (a) Any appeal of a decision rendered by the supervisor shall be presented to the Superintendent of Schools within five (5) working days, and the Superintendent of Schools 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 supervisor 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 Three**

This step may be by-passed with mutual consent between the parties.

## **Grievance**

- (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 Four**

- (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 of receipt of the decision by the Board of Education, the grievance may be submitted to arbitration.
- (b) The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter, each party shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.
- (c) The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing. 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 decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

(f) The fees and the expenses of the arbitrator shall be borne by the party whom the decision of the arbitrator is rendered against.

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

## **ARTICLE XV**

### **STRIKE PROHIBITION**

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

## **ARTICLE XVI**

### **MANAGEMENT RIGHTS**

(a) Subject to this Agreement and Public Act 379 of the Michigan Public Acts of 1965, the Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the rights:

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



2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or dismissal, to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and the United States.

## **ARTICLE XVII**

### **HOURS AND WORK WEEK**

#### **Section 1**

(a) The regularly scheduled work week shall consist of forty (40) hours, beginning at 7:00 a.m. Monday, and ending one hundred twenty (120) hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours plus a one-half (½) hour unpaid lunch period. If, however, a split shift is necessary, agreement will be sought between both parties, the employee and the Employer.

#### **Section 2 Rest Periods**

Each employee covered by this Agreement shall receive one (1), ten (10) minute rest period during the first four (4) hours worked, and one (1), ten (10) minute rest period during the second four (4) hours worked per day.

#### **Section 3**

(a) Overtime rates will be paid as follows:

1. 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.

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

#### **Section 4**

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 5**

Employees who are regularly scheduled to work the second shift (between the hours of 3:00 p.m. and 11:30 p.m.) shall receive a shift differential of twenty-five cents (\$.25) per hour for all hours worked during this period. Employees who are regularly scheduled to work the third shift (between the hours of 9:00 p.m. and 5:30 a.m.) shall receive a differential of thirty cents (\$.30) per hour for all hours worked during this period.

An employee who is regularly scheduled to work after 3:00 p.m., but whose shift begins before 3:00 p.m., shall qualify for the second shift differential for all hours worked after 3:00 p.m.

An employee shall qualify for the third shift differential only if their entire shift is regularly scheduled between the hours of 9:00 p.m. and 5:30 a.m.

### **ARTICLE XVIII**

#### **SICK LEAVE AND FUNERAL LEAVE**

##### **Section 1 Sick Leave**

(a) Each employee covered by this Agreement will be entitled to sick leave accumulative in a single sick leave bank of two hundred (200) days (at the rate of one [1] day per month). It is understood that part-time employees shall be entitled to a pro-rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement. In order to accumulate a sick leave day, an employee must have worked fifty percent (50%) of their scheduled working hours in a month.

(b) A person employed during the full year from July 1<sup>st</sup> through June 30<sup>th</sup> will be eligible for the following:

(i) If he/she is absent for sick leave during the year zero (0) to one (1) day, will receive twenty percent (20%) pay of the remaining sick leave accumulated for the year (this is either twelve [12] or eleven [11] days).

(ii) If he/she is absent for sick leave during the year two (2) or three (3) days, will receive ten percent (10%) pay of the remaining sick leave accumulated for the year (this is either ten [10] or nine [9] days).

The payment will be made at the end of each year (this is after July 1<sup>st</sup>).

(c) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, pregnancy, 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's household would require the care and attendance of the employee due to serious injury or illness. Such use of sick leave is to be limited to no more than thirty (30) days per year. An extension may be approved by the Superintendent.

(d) Records of sick leave accumulated and taken shall be available to the employee or the Union upon request. An employee on paid accrued sick leave will continue to accumulate sick leave days while those on unpaid leave shall not.

(e) On days that school is closed due to inclement weather conditions, and it is impossible for an employee to make it in to work on said days, the employee shall be expected to notify his/her supervisor of the fact, and be allowed to charge lost time to sick leave. When employee reports to work on inclement weather days as expected, an additional sick leave day will be added to their accrued sick leave bank for each inclement weather day worked.

(f) Employee may donate sick days to one another as follows:

1. Within bargaining unit only;
2. The contract language regarding sick leave usage will apply;
3. Employees must have exhausted their sick leave days, personal days and vacation days before requesting donated days;
4. Employees may donate a maximum of six (6) days per year to other employee(s). Days donated by employee(s) are strictly voluntary. Employee may receive a maximum of three (3) days per year if employee was paid accumulated sick days prior to permanent retirement from Ovid-Elsie Area Schools;
5. Requests for donated days must be in writing to the Superintendent for approval, with a copy to the Union Steward;
6. Doctor(s) verification required;
7. Some arrangements will be made for the pay-back of donated sick days by the individual receiving them to those who donated.

**Section 2 Funeral Leave**

(a) All employees shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean spouse, parents, parents-in-law, brothers, sisters, children of the employee. Additional time off shall be granted for travel and deducted from sick leave. Employees shall be granted one (1) day off with pay to attend the funerals of brothers-in-law, sisters-in-law, and grandparents. Additional time off may be granted for travel, deductible from sick leave allowance.

(b) Employees may be granted one-half (1/2) day with pay to attend funerals of non-family members, to be charged against sick leave allowance. Additional time off may be granted for travel, deductible from sick leave allowance.

**Section 3 Personal/Business Days**

All employees shall be entitled to a total of three (3) days per year for personal, emergency and/or business leave, which shall not be taken the day before or after the holiday, and such leave shall be requested forty-eight (48) hours in advance, except in cases of an emergency. Unused personal/business days shall be added to the employee's sick leave bank at the end of each year.

**ARTICLE XIX**

**HOLIDAYS**

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

- |                         |                               |
|-------------------------|-------------------------------|
| New Year's Eve Day      | Thanksgiving Day              |
| New Year's Day          | Friday following Thanksgiving |
| Memorial Day            | Christmas Eve Day             |
| July Fourth             | Christmas Day                 |
| Friday before Labor Day | Good Friday*                  |
| Labor Day               |                               |

\* To be used as a floating holiday if not in the first whole week in April.

(b) 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.

(c) 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 pay.

(d) Unexcused absences before or after the holiday would eliminate the holiday pay.

(e) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday, or he shall receive eight (8) hours pay for the holiday.

(f) In the event that the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee would then receive a day off with pay at a later date that is mutually agreeable to the employee and the Employer.

## **ARTICLE XX**

### **INSURANCE BENEFITS**

The Employer shall, during the life of this Agreement, for each employee (hired prior to July 1, 1997) covered by this Agreement, provided they are not covered under another carrier, pay the total premium towards Blue Cross-Blue Shield Community Blue PPO, Plan 1, with a five dollar (\$5.00)/ten dollar (\$10.00) prescription co-pay, vision plan and dental plan for the employee and his dependents.

Employees hired on or after July 1, 1997, who select health insurance, the Board of Education will pay the following annual premium percentages:

First year of employment:	80%
Second year of employment:	85%
Third year of employment:	90%
Fourth year of employment:	95%
Fifth year and beyond of employment:	100%

The Board reserves the right to bid/select the insurance carrier provided that the level of benefits is based on specifications of the Community Blue PPO, Plan 1 program for equivalency.

The Board agrees to adopt a Section 125 Plan for employee health insurance contributions.

The Board shall provide, without cost to the employee, an 80-80-80 Dental Insurance Plan with fifty percent (50%) orthodontics (with annual and orthodontic maximums of one thousand dollars [\$1,000.00]) for employee members of the bargaining unit, their dependent spouses, and their dependent child(ren), provided they are not covered under another carrier.

An employee who does not choose to participate in the provided medical insurance plan will receive the following:

1. First two (2) years of employment will receive eighty dollars (\$80.00) per month.
2. After two (2) years of employment, will receive one hundred dollars (\$100.00) per month. This amount will increase to three hundred dollars (\$300.00) per month if participation in this "waiver" program shows a net increase of two (2) participants.

## **ARTICLE XXI**

### **VACATIONS**

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; after two (2) years of service, two (2) weeks vacation with pay; after four (4) years of service, two (2) weeks and one (1) day vacation with pay; after five (5) years, of service two (2) weeks and two (2) days vacation with pay; after six (6) years of service, two (2) weeks and three (3) days vacation with pay; after seven (7) years of service, two (2) weeks and four (4) days vacation with pay; after eight (8) years of service, three (3) weeks with pay; after fourteen (14) years of service, four (4) weeks with pay; after twenty-one (21) years of service, four (4) weeks and one (1) day with pay; after twenty-five (25) years of service, four (4) weeks and two (2) days with pay.

(b) To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours.

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

(d) Newly hired employees hired between July 1<sup>st</sup> and December 30<sup>th</sup> shall receive one (1) week vacation allowance the first (1<sup>st</sup>) day of July following his/her date of hire. Newly hired employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive prorated vacation allowance at the rate of one-half (1/2) day for each month of work which is earned from his/her date of hire until the first (1<sup>st</sup>) day of July following his/her date of hire. Every year thereafter, he/she shall earn his/her vacation time from July 1<sup>st</sup> until June 30<sup>th</sup> each year. All employees shall earn their vacation time as of July 1<sup>st</sup> each year.

(e) Vacation periods shall be coordinated with the Director of Buildings and Grounds. The normal vacation time will be from the end of the school year through the following spring school vacation period. If it becomes impossible to take the vacation days authorized in a given year due to the demands of the job, the Superintendent may authorize up to five (5) days of vacation to be carried on and taken the following year, and must be made prior to July 1<sup>st</sup>.

## **ARTICLE XXII**

### **CAR ALLOWANCE**

All employees who are covered by this Agreement, who use their own personal vehicles for travel pertaining to the job, shall be allowed twenty-five cents (\$.25) per mile of travel car allowance. This amount will increase only if necessary to coincide with an increase in the District's agreement with the Ovid-Elsie Area Education Association.

## **ARTICLE XXIII**

### **JURY DUTY**

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight time hours for the Employer on that day, and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports for or performs jury duty, and on which he/she otherwise would have been scheduled to work for the Employer. In order to receive payment, the employee must give local management prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If he/she is released from jury duty within four (4) hours time of reporting for jury duty, he/she will return to place of employment for the rest of the day. If an employee works their full shift on the day of jury duty, they will retain their entire jury duty fee (e.g., evening/night shift employee).

## **ARTICLE XXIV**

### **CLASSIFICATION AND COMPENSATION**

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

## **ARTICLE XXV**

### **BINDING 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 or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

#### **Section 2**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of the 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 effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



## **ARTICLE XXVII**

### **TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in force and effect until June 30, 2011.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) 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) days written notice prior to the current year of termination.
- (c) If either party desires to modify this Agreement it shall, ninety (90) days prior to the 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, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, the International Union of Operating Engineers, Local 547 - A, B, C, E, G, H, P - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Ovid-Elsie Area Schools, 8989 Colony Road, Elsie, Michigan 48831, 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, 2008 through June 30, 2011.

## **ARTICLE XXVIII**

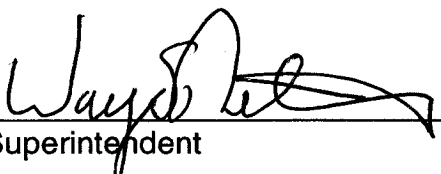
### **MAINTENANCE/CUSTODIAL EMPLOYEE EVALUATION**


Each employee will be evaluated each year using the attached instrument. This evaluation will be completed by the principal of the building along with the Director of Buildings and Grounds.

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

**OVID-ELSIE AREA SCHOOLS  
BOARD OF EDUCATION**

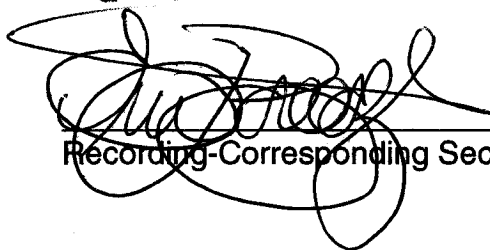
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording-Corresponding Secretary

9/03/08  
\_\_\_\_\_  
Date

9/05/08  
\_\_\_\_\_  
Date

**SCHEDULE "A"**

**SALARY SCHEDULE  
2008-2009  
(2.5% increase)**

<b>Classification</b>	<b>Maintenance Engineer</b>	<b>Maintenance</b>	<b>Building Engineer</b>	<b>Custodian</b>
During Probation Period	\$15.38	\$12.81	\$12.63	\$12.23
After Probation Period	\$16.06	\$13.51	\$13.30	\$12.92
After One (1) Year Employment	\$16.76	\$14.19	\$13.98	\$13.61
After Two (2) Years Employment	\$17.41	\$14.89	\$14.67	\$14.30
After Three (3) Years Employment	\$18.11	\$15.57	\$15.33	\$15.00

Salary for each of the two (2) school years - 2009-2010 and 2010-2011 - is based upon the following four (4) steps:

1. Base Percentage

Base Percentage is 2.0%.

2. Foundation Allowance

The Foundation Allowance percentage increase over previous year Foundation Allowance is added to the Base Percentage of 2.0%.

3. Major Medical Insurance

For each one percent (1%) (accurate to two [2] decimal places) increase in Major Medical Insurance over previous year of Major Medical Insurance, a .2% is deducted from percent amount as determined in Step 2.

4. Salary Percentage Increase

Salary Percentage Increase for the school year is determined in Step 3.

If Step 3 is less than 1%, then employee group shall receive 1% increase for specified school year.

If Step 3 exceeds 3%, then employee group shall receive 3% increase for specified school year.

Example (1)

1. Base Percentage + 2.0%
2. Foundation Allowance for 2009-2010 over 2008-2009 + 1.39%  
 $2.0\% + 1.39\% = 3.39\%$
3. Major Medical Insurance for 2009-2010 over 2008-2009 + 6.75%  
 $(6.75\%) \times (.2\%) = 1.35\%$   
 $3.39\% - 1.35\% = 2.04\%$
4. Salary Increase in Example (1) for 2009-2010 is + 2.04%

Example (2)

1. Base Percentage + 2.0%
2. Foundation Allowance for 2010-2011 over 2009-2010 + 1.15%  
 $2.0\% + 1.15\% = 3.15\%$
3. Major Medical Insurance for 2010-2011 over 2009-2010 +11.65%  
 $(11.65\%) \times (.2\%) = 2.33\%$   
 $3.15\% - 2.33\% = .82\%$
4. Salary Increase in Example (2) for 2010-2011 is + 1.0% since .82% is less than 1.0%

## **RETIREMENT/SEVERANCE PAY**

Employees, who upon permanent retirement have been employed by the school system for at least the last ten (10) consecutive years, will receive a severance pay based upon the number of accumulated sick days.

<b>Accumulated Sick Days Categories</b>	<b>Payment Amount Per Day</b>
1. 1-49 Days	\$20.00
2. 50-99 Days	\$30.00
3. 100-149 Days	\$35.00
4. 150-200 Days	\$40.00

In the event of the employee's death while still in the employment of the Employer, this benefit will be paid to the employee's beneficiary.

## **UNIFORM ALLOWANCE**

Each employee covered by the terms of this Agreement shall receive an annual uniform allowance of one hundred dollars (\$100.00), to be paid at the end of the first semester, provided the employee was employed by December 1<sup>st</sup> of the school year.

OVID-ELSIE AREA SCHOOLS  
CUSTODIAL PERSONNEL

**CLASSIFICATION/SENIORITY DATE**

**Maintenance Engineer:**

**Maintenance:**

Denovich, Michael	8/05/96	High School
Coleman, Craig	11/16/99	High School

**Building Engineer:**

Russell, Kevin	6/01/88	North Elementary
Vandusen, Jerry	10/01/84	Leonard Elementary
Wooley, Robert #2	8/20/97	E.E. Knight Elementary

**Custodians:**

Chapko, Mildred	8/30/74	North Elementary
Borton, James	3/26/79	High School
Fox, Dave	5/05/86	High School
Winans, Jerry	3/12/95	E.E. Knight/Middle School
Dwyer, John *#3	8/20/97	High School
Morgan, Tom *#1	8/20/97	Middle School
Micka, Jim **	6/08/98	Middle School
Frink, Tom	9/07/99	High School

\* Drawing 8/21/97 for seniority status

\*\* On one (1) year's unpaid leave of absence effective December 7, 2000.

## **JOB DESCRIPTION**

### **BUILDING ENGINEER**

#### **Duties Statement:**

Under general supervision, to maintain and make repairs in the heating, ventilating, and the mechanical and electrical operation of his/her building. He/she is expected to see that his/her equipment is adequately maintained and safely and efficiently operated, and that the building and relative equipment shall be kept clean at all times.

#### **Typical Examples Of Work Performed:**

The Building Engineer shall make running repairs as required to keep the plan and building in continuous operation, submit the necessary requisitions for major repairs for the approval of the Superintendent, and shall coordinate the efforts of the various maintenance trades to see that necessary work is promptly and satisfactorily completed. Tools and supply items required for maintenance work, in addition to those available, shall be requested from the Superintendent of Schools. The Building Engineer shall keep all mechanical equipment and his various areas clean and properly painted, make periodic inspections of his building, and shall invite the Principal to accompany him on such inspections, shall furnish hot water as required for cleaning of the school building whenever possible throughout the year. All boilers are to be inspected once each year, with the Building Engineer being responsible for seeing that his boilers are clean and prepared for this inspection. In connection with the preparation of boilers for inspection, the Building Engineer shall make a fireside inspection before the boiler is drained and internal inspection while boiler is being prepared. Any adverse conditions noted shall be recorded and brought to the attention of the Superintendent of Schools. All boilers are to be left dry with all manholes and other openings uncovered during the summer when boilers are not in use. In operating boilers, the Building Engineer shall instruct the Custodian as to the proper methods of firing and operating. The Building Engineer shall daily blow down the boilers, preferable before firing has reached a stage where rapid circulation has been set up in the boiler, water volume and gauge glass blown down twice daily, boilers to be kept reasonably free from soot at all times, and fire tubes are to be thoroughly cleaned with the tube scraper at least once a week, is to use all controls and equipment furnished him to operate his plant at the highest efficiency possible, also is expected to use the proper number of boilers for each situation, avoiding severe forcing during the heating period, and avoiding firing more boilers than necessary at any time. It shall also be the responsibility of the Building Engineer to see the safety valves on each boiler are in good working order at all times. No Building Engineer, Custodian or other employee shall enter a boiler without someone being constantly in attendance. In cases other than entering a boiler, the Building Engineer or Custodian who feels the activity in which he is to engage involves hazards which would be materially reduced by having some other person assisting or in attendance, may call the matter to the attention of the Superintendent of Schools for approval of help as needed. It shall be the responsibility of the Building Engineer to make regular inspections of his/her boilers and appliances while in operation, to note conditions encountered, and to promptly call to the attention of his/her Supervisor any conditions that may possibly be hazardous. No persons not employed or authorized by the Board of Education shall be permitted to assist with any work in the boiler room. The Building Engineer is laying up his plant for the night, shall be permitted to assist with any work in the boiler room. The Building Engineer in laying up his plant for the night, shall leave the door from the boiler room to the school interior

unlocked. The boiler valves, electric switches, and all auxiliary equipment, shall be set in such a condition that a substitute Building Engineer may be able to start the plant in the morning. He shall be responsible for regular cleaning of grease traps, regular inspection and lubrication of all mechanical equipment in lunchrooms, minor repairs (such as tightening bolts, adjusting chains on his machines) and for consultation and advise on emergency breakdown of equipment, maintaining adequate hot water and steam for sanitation and cooking processes, within the limitation of installed equipment, replacing washers in faucets. When a Building Engineer is assigned to a building during the period in which the Custodians are all on vacation, he is expected to take over the responsibility for the cutting, watering, and other required care of the lawn about the building. As a matter of safety to persons from undue damage from water and wind, the Building Engineer shall be responsible for calling to the attention of the Custodian all times of non-mechanical maintenance noted about the building, and working with the Custodian in making such repairs, and also working with the Custodian by performing any cleaning in the building.



## CUSTODIAL/MAINTENANCE EVALUATION

NAME: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

DATE: \_\_\_\_\_ EVALUATION PERIOD: \_\_\_\_\_

LOCATION: \_\_\_\_\_ STATUS: \_\_\_\_\_ PROBATIONARY \_\_\_\_\_ CONTINUING

### THE EVALUATION PROCESS

**Definition**

Evaluation is a process whereby staff members are apprised of the quality of their performance.

**Description of Evaluation Form**

The primary purpose of this evaluation form is to encourage positive interaction between the supervisor and employee to realize improvement. Whether the instrument and the process is productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The characteristics listed, through not all, inclusive, are intended to stimulate constructive discussion regarding the staff member's competence. They are arranged in four categories to provide an organized approach to viewing the staff member's competence. These categories are: Job Performance, Personal Characteristics, Goals, and Evaluation Summary.

### JOB PERFORMANCE

Place an "X" at the appropriate place on the scale beside each item being assessed. A rating of "Needs Attention" indicates that change is needed in that area and the supervisor and employee shall meet to discuss ways of improving performance. A summary of the conference will be written in the space provided under "Evaluation Notes and Recommendations."

		Needs <u>Atten.</u>	Meets the <u>Expecta.</u>	Exceeds the <u>Expecta.</u>	<u>N/A</u>
A.	Organizing/Handling Work Routine - Employee systematically and efficiently plans and organizes work; schedules work with proper sense of priorities, etc.	_____	_____	_____	_____
B.	Meeting Assignment Requirements - Employee completes routine daily assignments in an efficient and satisfactory manner.	_____	_____	_____	_____
C.	Assignment Explanation - Employee requires minimal detail and explanation of routine assignments.	_____	_____	_____	_____
D.	Completing Special Assignments - Employee	_____	_____	_____	_____

	has ability to complete non-routine assignments as they arise and makes adjustments in daily assignments to complete all work.	_____	_____	_____	_____
E.	<b>Job Knowledge - Employee has the knowledge necessary to perform the assigned job in a satisfactory manner.</b>	_____	_____	_____	_____
F.	<b>Working Without Supervision - Employee has ability to work without constant supervision and make routine decisions.</b>	_____	_____	_____	_____
G.	<b>Attitude - Employee has a positive attitude in regard to supervisors and the employee's job.</b>	_____	_____	_____	_____
H.	<b>Section Maintenance - Employee maintains assigned section by changing lights, making repairs, closing windows, locking doors, etc.</b>	_____	_____	_____	_____
I.	<b>Cleaning - Employee cleans rooms, halls, lavatories, blackboards, drinking fountains, kitchen and locker, and/or other assigned areas as expected.</b>	_____	_____	_____	_____
J.	<b>Grounds - Employee maintains grounds which includes shoveling snow, mowing grass, raking leaves, and trimming shrubs as expected.</b>	_____	_____	_____	_____
K.	<b>Equipment - Employee upkeeps and properly maintains tools and equipment related to the job.</b>	_____	_____	_____	_____
L.	<b>Meeting/Dealing With The Public - Employee handles relations with the public with a courteous demeanor when meeting members of the public during the course of the employee's work.</b>	_____	_____	_____	_____
M.	<b>Meeting/Dealing With Students - Employee interacts with students by providing assistance whenever necessary.</b>	_____	_____	_____	_____

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**EVALUATION NOTES AND RECOMMENDATIONS:**

**PERSONAL CHARACTERISTICS**

		Needs <u>Atten.</u>	Meets the <u>Expecta.</u>	Exceeds the <u>Expecta.</u>	
A.	Ability to Work With Others - Employee maintains cooperation, self-control, tact, and a positive working relationship for overall job effectiveness.	_____	_____	_____	<u>N/A.</u>
B.	Ability To Carry Out Responsibilities - Employee is resourceful and has the ability to plan and organize work and maintain productive work habits.	_____	_____	_____	_____
C.	Appearance - Employee is appropriately dressed and personally groomed for the employee's assignment.	_____	_____	_____	_____
D.	Initiative - Employee displays energy and drive in completing assignments. Submits ideas and suggestions for school district improvement.	_____	_____	_____	_____
E.	Punctuality - Employee maintains regularity in conforming to work hours.	_____	_____	_____	_____
F.	Attendance - Number of days absent from beginning of school year through _____: _____ days. (Comment is necessary if absences have had adverse effect on the routine function.)	_____	_____	_____	_____

---

**EVALUATION NOTES AND RECOMMENDATIONS:**

**EVALUATION SUMMARY**

The evaluation summary should provide the employee with an overall qualitative statement of his/her effectiveness and competence, as well as suggestions and/or plans for improvement.

**Performance is:**

- Satisfactory
- Unsatisfactory (See below)

**Recommend:**

- Continued Employment
- Placed On Notice
- Discharge

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

(My signature acknowledges that I have read my evaluation report.)

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**Employee Response:** Employees are encouraged to comment on the evaluation, the evaluation process and the outcome. (Additional page(s) may be attached).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

(My signature acknowledges that I have read this statement.)

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**RECOMMENDATION TO THE SUPERINTENDENT  
IN THE EVENT OF UNSATISFACTORY PERFORMANCE**

Recommendation for Improvement: (To be completed in the event the employee receives an unsatisfactory rating.) The evaluator must provide plans and suggestions for improvement as follows:

1. Record area(s) of unsatisfactory performance.
2. Establish expected improvement performance level.
3. Develop objectives or plan of action to attain suggested improvement.
4. Establish a reasonable period of time in which to attain the desired improvement.
5. Establish schedule of periodic conferences to review progress toward attaining improvement objectives.
6. State what action may occur if those desired results are not achieved.

When completed, the plans and suggestions will be discussed with the Superintendent, the employee and the evaluator.

**ADDENDUM**

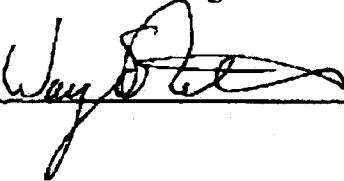
**OVID-ELSIE AREA SCHOOLS CONTRACT**

**JULY 1, 2008-JUNE 30, 2011**

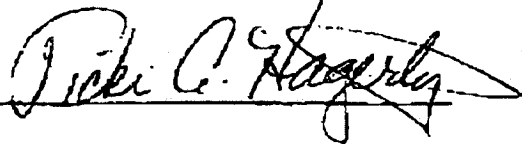
**Page 24-RETIREMENT/SEVERENCE PAY: NEW SECOND PARAGRAPH UNDER  
"ACCUMULATED SICK DAYS CATEGORIES" WILL READ:**

**After five (5) consecutive years of employment for Ovid-Elsie Area Schools, an employee may request payment of up to one half (½) of accumulated sick days paid at the payment amount per day for the total Accumulated Sick Day Categories. Depending upon the number of days remaining, employee accumulated sick days will adjust to proper category. Employees may use the provision, at most, once every five (5) years. See Article XVIII, Section (I), paragraph four (4), regarding receiving payment prior to permanent retirement.**

**For Management**

  
\_\_\_\_\_

**For the Union**

  
\_\_\_\_\_

**Date**

10-18-08