

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASON CONSOLIDATED SCHOOL DISTRICT

AND

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



Soaring to Excellence

July 1, 2007 – June 30, 2010

Board of Education Ratification date: October 20, 2008

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**ARTICLE I
PURPOSE**

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

**ARTICLE II
UNION RECOGNITION, AGENCY SHOP, CHECK-OFF**

Section 1. Union Recognition

- (a) The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours or employment, and other conditions of employment.
- (b) The term "employee" as used herein shall include all job classifications as listed on Schedule A.

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 sixty (60) calendar days of the effective date of this Agreement, or within sixty (60) calendar days of the employee's date of hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) calendar days of their date of hire by the Board, 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 Board 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 Section so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
- (c) The Board shall be notified in writing, by the Union, of any employee who is more than sixty (60) days in arrears of payment of such dues or fees.
- (d) The Board agrees that, upon hiring any new employees who are covered by this Agreement, to send a letter to the Union advising the Union of the name and date of hiring of any new employees.
- (e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (f) Either party to the Agreement shall have the right to reopen negotiations pertaining to Agency Shop when the laws applicable thereto have been changed, by giving the other party thirty (30) calendar days written notice of their intent to reopen this provision only.
 - 1. The Union shall hold the Board harmless for any and all claims, demands, suits, costs including witness and attorney fees or other incidental costs of prosecution or defense, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained.
 - 2. Should a court of competent jurisdiction rule that the mandatory deduction of the agency shop fees is contrary to law, the Board shall not be required to implement section 3 below.
 - 3. Should the indemnification provision set forth in subsection 1 above be declared unenforceable or void by a court of competent jurisdiction, section 3 below shall immediately be considered in-operative.
- (g) In the event that the Union refuses to accept any person so hired, who is covered by this Agreement as a member, said person may continue in employment with the Board, by paying the service charge in an amount equal to the regular monthly Union membership dues.

- (h) All costs to uphold the Agency Shop clause as administered by the Board shall be paid in full by the Union.

Section 3. Check-Off

- (a) The Union shall submit to the Board a statement of the amounts due to the Union by each employee for the initiation fee and Union dues. The Board shall then deduct the amount due from each employee's pay each month, and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following the month in which said deductions were made, together with a listing of each employee, with the amount that is deducted from each employee each month. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee, from whose pay said deductions are to be made.
- (b) Such dues and initiation fees, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

**ARTICLE III
NON-DISCRIMINATION**

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

**ARTICLE IV
RIGHTS OF THE BOARD OF EDUCATION**

- (a) "The Board", on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of, and the Constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees during the school 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. To determine workload, hours of employment, and the duties, responsibilities, assignments of employees covered under this Agreement. The exercise of the foregoing powers, rights, 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 Constitution and Laws of the United States.

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

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 buildings of the school system during working hours, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances; provided that said visitation shall not be in areas in the school system which would be detrimental to the management and function of the school and its students. The Superintendent of Schools, or his/her designated representative shall accompany the Union Officer or Representative on their visit.

ARTICLE VI STEWARDS

(a) The employees covered by this Agreement shall be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished in writing to the Board by the Union.

(b) Arrangements may be made to allow the Stewards time off with pay for the purpose of investigating grievances, and to attend grievance and negotiating meetings, after arrangements have been made with the immediate supervisor. Such arrangements shall not be unreasonably withheld. Only if unusual circumstances occur shall a reasonable request be denied.

- (c) During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided that the Chief Steward is qualified to do the required work. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to their regular seniority status.
- (d) The parties agree and support the need for good Labor – Management relations and an informed relationship in the workplace between the Chief Steward, Alternate Steward and Administration. Therefore, it is agreed that the Chief Steward and/or Alternate Steward may use up to two (2) days per year (total), without loss of pay, to attend Union sponsored Stewards Training Program. This may require both stewards to be absent on the same day. The union shall notify the district 14 days in advance.

**ARTICLE VII
SAFETY PRACTICES**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards in which the employees may encounter at their places of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations.

**ARTICLE VIII
JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.

**ARTICLE IX
CONTRACTUAL WORK**

Prior to subcontracting bargaining unit work, the Board's proposal will be given to the Union and the Union will be allowed to submit a counter proposal and a bid on the work sought to be subcontracted to the Board for consideration..

**ARTICLE X
SENIORITY**

- (a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including their first (1st) day of employment. The employer shall have the right to extend the probationary period for an additional ninety (90) days upon providing the union and the employee with a written statement of the reasons therefore. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is

unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent on scheduled work days during their probationary period, shall work additional days equal to the number of days that the employee was absent, and such employee shall not have completed their probationary period, until these additional days have been worked.

- (b) After satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to their date of hire.
- (c) In the event that the Board determined that it is necessary to reduce the number of employees through the lay-off procedures, the Board will furnish the affected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled lay-off or lay-offs are to be effective. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to exercise their seniority, and displace a lesser seniority employee within the bargaining unit, provided that the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) In the event that the Board determines to utilize the service of a substitute employee, an employee who is on lay-off shall have the first (1st) priority for such substitute work, and such laid off employee shall be called to substitute for regular employees [prior to the usage of any regular substitute employees. In the event that there is more than one (1) regular employee laid off, then the Board shall rotate the usage of such laid off employees according to their seniority, in each instance in which the Board determines to employ a substitute employee. The regular employee who is on lay-off, and who is utilized by the Board as a substitute employee shall be paid their regular base rate of pay for all substitute hours worked, but such employees shall receive no fringe benefits during the time period that the employee is utilized as a substitute employee.

The employer agrees to make a reasonable effort to contact all laid off employees for substitute services when they are required. For purposes of this section, a reasonable effort shall consist of not less than two phone calls to the employee's last known phone number. The telephone number and the time of the calls shall be recorded. If the employer is not able to contact any laid off employee(s) after two (2) phone calls it shall be free to assign a non-bargaining unit member to the substitute work

- (e) An employee will lose their seniority for the following reasons:
1. The employee resigns.
 2. The employee is discharged for cause.
 3. The employee retires.
- (f) Seniority shall be retained within the bargaining unit for an employee within the bargaining unit who transfers to a supervisory position, with that employee having the right to exercise the seniority that the employee had earned while the employee was a member of the bargaining unit, and return to the bargaining unit, in the event that the employee vacates their supervisory position.
- (g) An updated seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. The updated seniority list shall contain the following:
1. Each employee's name.
 2. Employee's date of hire.
 3. Employee's job location.
 4. Employee's classification.

Seniority in classification shall be as of the date that the employee enters into the classification.

ARTICLE XI TRANSFERS AND PROMOTIONAL PROCEDURE

Section 1. Vacancies and Newly Created Positions

- (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 the vacancy, or the establishment of the new position, and the employees shall be given five (5) working days time in which to make application to fill the vacancy, or the new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided that the employee has the necessary qualifications to perform the duties of the job involved. The Custodial Manual will be revised and distributed to members of the bargaining unit.
- (b) Newly created positions or vacancies are to be posted in the following manner:
1. The type of work
 2. The place of work
 3. The starting date

4. The rate of pay
5. The hours to be worked
6. The classification

Section 2. Temporary Transfers

- (a) Any employee who voluntarily transfers from their classification to a lower classification within the bargaining unit shall be paid at the lower pay rate. Any employee who is involuntarily transferred from their classification to another classification within the bargaining unit shall be paid at the higher pay rate.
- (b) The employee with the highest classification seniority, who desires such temporary transfer, shall be given the first opportunity for such temporary transfer. (For the purpose of this provision, the custodial positions shall be considered as one (1) classification.) The Board shall then continue to go down the entire seniority list until an employee indicates that they wish to be temporarily transferred. In the event that no employee wants to be temporarily transferred, the Board then may temporarily transfer the least seniority employee, who is qualified to perform the work required, for the temporary transfer.
- (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 off 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 the position shall then be posted for bidding from interested employees.
- (d) A temporary transfer of a bargaining unit member would be considered in the event that a member of the bargaining unit indicates in writing that they would be unable to work for an extended period of more than two (2) weeks.

**ARTICLE XII
NEW JOBS**

- (a) When new jobs are placed in operation during the term of this Agreement, and the new job cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect the new classification, and the rate of pay for the new classification, and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect, upon the institution of such job.

- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate of pay, if higher than the temporary rate of pay, shall be applied to the date the employee first began working in the temporary classification, except as mutually agreed between the parties. In a case where the parties are unable to agree on the classification, and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations between the parties, or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XIII DISCIPLINE DISCHARGE

- (a) Dismissal of non-probationary employees, and suspension, and/or other disciplinary action of all employees, shall be only for just and stated causes, with the non-probationary employees having the right to defend themselves against any and all charges and the probationary employee having the right to defend themselves as to suspension and/or other disciplinary action. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union.
- (b) Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are as follows:
1. Drunkenness
 2. Moral turpitude
 3. Dishonesty
 4. Insubordination
 5. Willful violation of agreed upon Board rules
- (c) Any letter placed in the employee's personnel file for disciplinary reasons, Such as confirming an oral reprimand or three (3) day suspension shall be removed by the Board at the end of six (6) months, providing the situation or reasons for the disciplinary letter have been rectified. Written documentation for more serious offenses shall be retain in the personnel file for up to two (2) years unless otherwise agreed between the parties. In all cases the Bullard-Plawecki Employee Right to Know Act shall be observed.

ARTICLE XIV
UNPAID LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Board, shall be granted a leave of absence for a period of up to one (1) year, provided the employee promptly notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence, when the same is requested by the Board. Following the completion of the one (1) year leave of absence, should the employee need additional leave time, he/she may petition the Board for additional leave of up to one (1) year. The Board shall consider a request for additional leave time on a case by case basis.
- (b) Leaves of absence without pay 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 of the employee.
- (c) Leave of absence without pay may be granted for specified period of time for training related to an employee's regular duties in an approved institution.
- (d) Whenever an employee shall become pregnant, she shall by the end of her fourth (4th) month, furnish the Board with a certificate 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 that she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence without pay. Normally an employee shall be expected to return to work three (3) months after delivery, unless a doctor's certificate is furnished, establishing the fact that she is not able to work, with that employee who is not able to return to work not being allowed to accumulate seniority after the three (3) month period. If the leave of absence has been properly applied for in the manner stated herein, there will be no loss of seniority for the period of time covered by the leave of absence.
- (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. The employee shall be entitled to one (1)

enlistment.

- (f) Leaves of absence without pay, and without loss of seniority 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, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders, or other emergencies, 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 who is either elected or appointed to a full-time position or office in the Union, whose duties require their absence from work, shall be granted a leave of absence without pay for the term of such office or position, and at the end of such term the employee shall be entitled to resume their regular seniority status and all job recall rights.
- (h) All reasons for leaves of absence shall be in writing, stating the reason for the request, and the approximate length of the leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.
- (i) An employee who meets all of the requirements as hereinbefore specified, shall accumulate seniority during their leave of absence, and the employee upon returning from the leave shall be entitled to resume their regular seniority status, and all job and recall rights. Leaves of absence may be granted by the Board for other reasons other than those listed above when they are deemed beneficial to the employee and the Board. An employee, who is found to be working for another employer during an approved leave of absence, shall be subject to discharge.

ARTICLE XV FAMILY MEDICAL LEAVE

It shall be the policy of the Employer to fully comply with the provisions of the Family Medical Leave Act of 1992. All provisions related to the Act shall be enforced if applicable to the School District. All leaves of absence, paid and unpaid, shall be forced and granted according to the terms of the collective bargaining agreement, but taking into consideration her requirements of the FMLA. The following principles shall apply:

1. Both the Union and the Board recognize that as to those leave provisions that are applicable, they will be applied in a manner consistent with the Family Medical Leave Act of 1992 (FMLA), and employees requesting

and eligible for leaves subject to that Act of shall be granted leaves in accordance with the provisions of this Article, if applicable, or the Act if the Act provides greater benefits or rights to the employee. The benefits and provisions of the requested leave will be in accordance with FMLA and this collective bargaining agreement. The Board of Education will only require substitution of the FMLA for leaves permitted under the collective bargaining agreement, where allowed by the Act.

2. The twelve (12) weeks of leave per year allowed to eligible employees under the FMLA shall be based on the fiscal year (July 1 through June 30).
3. The District may elect to apply the restrictions applicable to leaves for instruction employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.
4. Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.
5. Both the Union and the Board recognize that the Board may substitute paid leave when permitted by FMLA.
6. Both the Union and the Board recognize that any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.

ARTICLE XVI GRIEVANCE PROCEDURE

Definitions:

- (a) A grievance shall be defined as an alleged misinterpretation, or misapplication of the express terms of this Agreement.
- (b) The time elements in the Steps of the Grievance Procedure may be shortened, extended, or waived upon written mutual agreement between the parties.
- (c) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- (d) Any grievance which is not appealed within the specified time limits set forth in that Step Level, shall be considered to be settled on the basis of the decision rendered at the previous Step Level. If the answer to a grievance is not given within the specified time limits of that Step Level, the appealing party may automatically appeal the grievance to the next Step Level of the Grievance Procedure.

- (e) A grievance pertaining to alleged safety hazards may be processed directly to Step Three (3) of the Grievance Procedure, upon the employee having discussed the grievance orally with their immediate supervisor.
- (f) Any employee or Union grievance which is not presented for disposition through the Grievance Procedure within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One.

- (a) Any employee having a grievance shall discuss the grievance informally with their immediate supervisor, and then if the grievance is not settled orally with their immediate supervisor, the employee may then request a meeting with the Chief Steward to discuss the grievance.
- (b) The Chief Steward then may submit the grievance in writing to the 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 Chief Steward shall sign the grievance.

Step Two.

- (a) The immediate supervisor shall then within two (2) working days from the date of receipt of the grievance, meet with the Chief Steward and the grievant to discuss the grievance.
- (b) The immediate supervisor shall then given his decision in writing relative to the grievance within five (5) working days from the date of the meeting with the Chief Steward and the grievant.

Step Three.

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools within five (5) working days from the date of receipt of the written answer from the immediate supervisor, and the Superintendent of Schools shall meet with the Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing, and shall state the reason or reasons as to why the decision of the immediate supervisor was not satisfactory.
- (b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days from the date of the

meeting with the Business Representative of the Union.

Step Four.

- (a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing, by the Union to the Board of Education, within five (5) working days from the date of the receipt of the decision of the Superintendent of Schools, and the Board of Education shall meet with the Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing, and shall state the reason or reasons as to 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 from the date of the meeting with the Business Representative of the Union.

Step Five.

- (a) If the alleged grievance is not settled at Step Four (4) of the Grievance Procedure, the matter may be referred to Arbitration. Either party may refer the matter to arbitration, provided that written notice to refer the matter to arbitration is furnished to the other party within five (5) working days from the date of receipt of the Board of Education's decision at Step Four (4). The grievance will be submitted to arbitration under, and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- (b) The arbitration shall hear the grievance in dispute, and shall render his/her decision within thirty (30) calendar days from the date that the hearing is concluded. The arbitration's decision shall be submitted in writing to the parties, and shall set forth his/her findings and conclusions, with respect to the issues submitted to arbitration. The arbitration shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator, and both parties do agree that judgment thereon may be entered in any court of competent jurisdiction.
- (c) The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- (d) The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

- (e) The arbitrator's fee and expenses shall be paid by the non-prevailing party. The arbitrator shall designate a prevailing party. In the event there is no prevailing party, the costs shall be equally shared. The expenses and compensation of any witnesses or participants in the arbitration hearing shall be paid by the party calling such witnesses or requesting such participation.
- (f) All time limits stated above may be extended or waived upon written mutual consent of both parties.
- (g) All arbitration hearings will be conducted at the school district..
- (h) It is expressly understood by the Union and the Board that the grievance procedure beyond step 4 shall not be applicable to any disciplinary action taken against a probationary employee.

**ARTICLE XVII
HOURS AND WORK WEEK**

Section 1. Work Week and Day

- (a) The regularly scheduled workweek shall consist of forty (40) hours, beginning at 12:01 a.m. Monday.
- (b) The normal workday shall be eight (8) consecutive hours, plus a one-half (1/2) hour unpaid lunch period.
- (c) Employees shall have the option of using up to two (2) hours of flex time for absences from their regular work assignments for a specific work day. Requests for flex time must be approved by the Supervisor and must be in writing. Flex time must be made up prior to the absence or immediately after, during the day it is requested. Any flex time should be made up between 8:00 a.m. and 6:00 p.m. The Supervisor will review each request for flex time on a case by case basis.

Flex time shall be defined as a short-term absence that must be made up during the work day it is utilized.

- (d) Shift hours will be established in job descriptions. There shall be no change in the employee work schedule except by written mutual agreement between the parties. Commencing with the ratification of this agreement, all custodial employees working the second shift, shall begin their normal shift at 3:30 p.m.

For new hires, not including current staff or laid off employees, the board of education or its designee shall have the authority to establish the

starting and quitting time for the position to which the employee is assigned. In such cases the successful internal candidate shall retain his/her district wide seniority, but seniority in the classification shall commence with the date of official appointment.

- (e) During the summer months, when school is not in session, employees shall have the opportunity of working four (4) consecutive ten-hour days in lieu of the normal five (5) eight-hour days. No overtime shall be paid for those hours in excess of eight hours per day, rather, overtime will only be paid when the total hours for the week exceed forty (40) hours. It is understood that this provision will only apply to departments capable of having an employee on every shift and whenever necessary. Furthermore, in order to make certain that all buildings and shifts are covered at all necessary times, it is understood that the District shall have the right to adjust employee schedules in order to meet the needs of the District.

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, except as otherwise provided in this agreement; all time worked in excess of forty (40) hours in one (1) week for which overtime has not already been earned. All overtime must be approved by an immediate supervisor or the Superintendent of Schools.
- (b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday. Any employee absent during the pay period, however, due to an unpaid leave, shall be required to work forty (40) hours prior to receiving overtime compensation.
- (c) Double time (2X) will be paid for all hours worked on Sunday.

Section 3. Call Back

Whenever an employee is called in or is required to return to work either after the completion of their regular scheduled working hours, or prior to the start of their regular scheduled working hours, the employee shall receive a minimum of three (3) hours pay at the straight time rate, or at the appropriate rate for all hours worked.

Section 4. Reporting Pay

Any employee called to work, or permitted to come to work without being notified by the Board that there will be no work, shall receive a minimum of four (4) hours pay at the employee's regular straight time hourly rate of pay, or if the employee is

regularly scheduled to work less than four (4) hours per day, the employee shall receive their regular daily rate of pay.

Section 5. Rest Periods

Rest, refreshment periods, or breaks shall not exceed fifteen (15) minutes per four (4) hours worked per day, and such rest, refreshment periods, or breaks shall be confined to the Board's premises.

Section 6. Distribution of Overtime

- (a) Overtime shall be divided and rotated as equally as possible according to seniority within the school system, and among those employees who regularly perform such work, provided that they are qualified to perform such work. Building checks shall be rotated between maintenance personnel. The employer shall have the right to discontinue building checks at its discretion.
- (b) Separate overtime lists shall be maintained and rotated by seniority for non-scheduled overtime and for weekend overtime. Emergency situations resulting in employees being called in at the last minute shall not cause the reporting employee(s) to lose their turn in the overtime rotation.
- (c) In the event day shift employees do not report to work, the other employees shall be given the opportunity to work the day shift and substitute employees be called for the other shift.
- (d) When scheduled overtime occurs, multiple employees may be used for overtime of more than eight (8) hours, single employees may be used for overtime eight (8) hours or less unless the event requires at least two (2) people (setting up bleachers, etc.).

Section 7. Shift Differential

Each employee covered by this Agreement who is regularly scheduled to work between 12:00 midnight and 8:00 a.m., shall receive a shift differential of fifteen cents (\$.15) per hour for all hours worked.

Section 8. Michigan Public School Employees Retirement Fund

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for the employees covered by this Agreement.

Section 9. Additional Hours for Part-Time Employees

In the event an employee is unable to work on a scheduled work day, the regular part-time employees covered by this Agreement will be given the first (1st) opportunity to fill such vacancy, with said regular part-time employees being allowed to work up to eight (8) hours per day for the absence employee. This will be done on a rotating basis among all of the regular part-time employees covered by this Agreement according to their seniority. In the event that a regular part-time employee does not wish to work any additional hours beyond the regular work day, such employee shall indicate their intent in writing to the Director of Buildings and Grounds. In the event an employee does not notify their supervisor the day before an absence and no regular part-time employee is available, the Board may call in a substitute employee for the absent employee.

**ARTICLE XVIII
SICK LEAVE AND FUNERAL LEAVE**

Section 1. Sick Leave

- (a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month, with a limit of one hundred sixty (160) days maximum accumulation. Records of sick leave shall be converted and maintained in hours instead of days.
- (b) Sick leave shall be granted to an employee for personal illness or injury, and/or serious illness in the immediate family of the employee. "Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family who is a resident of the household in which the employee is residing.
- (c) Records of sick leave accumulated and taken shall be made available to the employee or the Union upon request.
- (d) Upon retirement or resignation, employees covered by this Agreement who have been continuously employed by the Board for ten (10) or more years shall be compensated for one-half (1/2) of those accumulated sick days in excess of forty-five (45) days according to the following schedule:

10-14 years service	seventy percent (70%) of current per diem pay rate
15-19 years service	eighty percent (80%) of current per diem pay rate
20+ years service	ninety percent (90%) of current per diem pay rate

Payment shall be limited to a maximum of thirty-five (35) full days for those employees who have accumulated a total of one hundred fifteen

(115) days in their sick leave bank. (115 days - 45 days = 70 days x .5 = 35 days paid).

Section 2. Funeral Leave

- (a) All employees covered by this Agreement may take up to a maximum of five (5) consecutive working days off with pay, after notifying the Superintendent of Schools or designee, for a death in the employee's family. The family shall be construed to mean:

Spouse
Father or Mother (or step)
Son or Daughter (or step)
Brother or Sister (or step)
Grandparents or Grandchildren (or step)
Current Son or Daughter-in-law
Current Father or Mother-in-law
Current Brother or Sister-in-law
Current Grandparent-in-law
Any other permanent resident of their household

- (b) Up to an additional five (5) days may be given with pay at the discretion of the Superintendent of Schools or designee.
- (c) Employees may be granted one (1) day with pay to attend funerals of non-immediate family persons at the discretion of the Superintendent of Schools or designee, with such days to be deducted from the employee's earned paid leave.

Section 3. Personal Days

- (a) Each employee covered by this Agreement, shall be granted two (2) personal days per year, for business that cannot be done on the employee's own time. Any unused personal days shall be accumulated into the employee's individual single sick leave bank in addition to their normal accumulation at the conclusion of the school fiscal year.
- (1) Personal days shall not be used for the following purposes:
- a) To extend a school holiday and/or vacation.
 - b) To work at other employment.
 - c) For recreational purposes (example, hunting, etc.)

- (b) One (1) additional personal business day may be taken with prior approval from the Superintendent of Schools, and such day will be used for personal business and shall be deducted from the employee's earned allowable sick leave.

(1) Such additional personal day shall not be used for the following purposes:

- a) To extend a school holiday and/or vacation.
- b) To work at other employment.
- c) To accompany a spouse on a vacation or business trip.
- d) For recreational purposes (example, hunting, etc.)
- e) For family activities.

Section 4. Inclement Weather

Whenever the schools are closed due to severe weather or other emergencies, the employees covered by this agreement shall not be required to report to work on such days, and the employees shall be paid their normal pay even though no work is performed by the employees. This will apply to the first two (2) closings only, for each school year. In the event that school is canceled and school events are not canceled, employees scheduled to work such events shall be required to work. Employees that perform essential services such as but not limited to snow and ice removal may also be required to work such days. Any employee required to work on such days will be granted compensatory time on a mutually agreed upon date. Employees will not be sent home early (less than regular hours worked) to eliminate accrual of over time or compensatory time (that may occur while working on said inclement weather days) within the work week.

**ARTICLE XIX
HOLIDAYS**

- (a) The Board will pay the normal day's pay for the following holidays, for all of the employees covered by this Agreement, even though no work is performed by the employee:

New Year's Day
Good Friday
Memorial Day
July Fourth
Labor Day
MLK
Presidents Day

Thanksgiving Day
Friday following Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas Day
New Year's Eve Day
Employee's Birthday*

*Through the 2008/2009 school year only.

- (b) Employees required to work on any of the above named holidays (only if school isn't scheduled to be in session), shall receive double time (2X) for all hours worked, in addition to their regular holiday pay.
- (c) If the holiday falls on a scheduled school day, any employee required to work on such days will be granted compensatory time on a mutually agreed upon date.
- (d) If an employee is on vacation on any of the above named holidays, the employee shall receive their normal day's pay for the holiday, or the employee shall be entitled to an additional day off with pay for the holiday.
- (e) Employees off sick on the holiday, or the day before or after the holiday, may be required by the Board to submit medical proof of illness in order to receive their holiday pay.

**ARTICLE XX
INSURANCE PROTECTION**

Section 1. Hospitalization Insurance

The Board shall pay the full cost of the following insurance coverage for all employees covered by this Agreement and their dependents. All employees covered by this agreement who are regularly scheduled for 35 or more hours per week will be entitled to full family insurance benefits. Employees regularly scheduled for less than 35 hours per week will have their insurance benefits prorated. Insurance benefits are as follows:

MESSA Choices II or equivalent and a \$10/\$20 prescription card
 Delta Dental 50/50/50 or equivalent, no ortho (MBL \$1000)
 VSP-II Vision or equivalent
 COB (Coordination of Benefits)

OR

Short term disability
 VSP III vision, or equivalent
 \$15,000 Term life w/ AD&D

OR

Pak B Insurance (dental, vision, life)

OR

If the employee elects not to take one of the above listed options offered by the district, she/he shall be entitled to \$500 per month.

**ARTICLE XXI
VACATIONS**

- (a) Each employee covered by this Agreement shall receive an annual paid vacation, with such vacation to be granted according to the following schedule:
- | | |
|------------------------|-----------------------------------|
| One (1) year service | Two (2) weeks vacation with pay |
| Five (5) years service | Three (3) weeks vacation with pay |
| Ten (10) years service | Four (4) weeks vacation with pay |
- (b) To be eligible for a full vacation an employee must have worked eighty percent (80%) of their regularly scheduled working hours. Employees who work less than eighty percent (80%) of their regularly scheduled working hours shall receive a prorated vacation allowance based on their actual percentage of hours worked.
- (c) A newly hired employee shall receive a prorated vacation allowance which is earned from the employee's date of hire until the July 1st which immediately follows the employee's date of hire. Every year thereafter, the employee shall earn their vacation time from July 1st through June 30th of each year. Vacation time shall be granted based upon the number of years of service that the employee has as of July 1st of each year. Vacation time earned as of July 1st of each year shall be granted based upon the number of years that the employee has with the Board as of July 1st of each year as opposed to the year that the employee was hired by the Board.
- (d) Employees may take their earned vacation during times other than when school is not in session, provided that the Board is able to secure a replacement for such employee, or cover the job in a satisfactory manner, upon the approval of the Director of Buildings and Grounds and Bus Maintenance. No more than two (2) custodians and one (1) maintenance person shall be permitted to be on vacation at one time. Requests for vacation time shall be processed in the order in which they are received. Once approved, the vacation cannot be changed except by mutual agreement. If more than one employee requests a vacation for the same period, the employer shall grant the request in order of seniority. In no event shall approved requests be altered to accommodate later requests regardless of seniority.
- (e) Employees terminating employment, or who are placed on unpaid leave of absence, shall receive prorated vacation allowance based upon one-twelfth (1/12) of their vacation pay for each month or major fraction thereof between the employee's anniversary date, and the date that the employee is placed on the unpaid leave of absence, or their termination date, whichever is applicable.

**ARTICLE XXII
JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation for such jury service, if the Board is unable to secure the employee a waiver from jury duty.

**ARTICLE XXIII
BENEFITS**

It is hereby agreed between the parties hereto that any employee who works less than thirty-five (35) hours in their classification, shall be entitled to a prorated portion of all the benefits as provided under this Agreement, based on the hours that the employee works for the Board.

**ARTICLE XXIV
ADDITIONAL BENEFITS**

Section 1. Uniforms

The Board shall pay the full cost for a uniform rental for all of the maintenance and bus mechanic employees, with the employees to be provided with a total of five (5) changes per week, to include a pair of pants and a shirt with each set of uniforms, with such uniforms to be laundered and maintained by the uniform rental company.

Section 2. Mileage

The Board shall pay mileage to the maintenance employees who use their own personal vehicles for such school business, with such mileage to be paid at the regular rate and procedure established by Board Policy.

Section 3. Mandatory Meetings

The Employer agrees to have a minimum of two (2) mandatory meetings per year with the employees for the purpose of reviewing changes in procedures, equipment, etc. Such meetings may be scheduled with the total crew, or building by building.

**ARTICLE XXV
CLASSIFICATION AND COMPENSATION**

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

**ARTICLE XXVI
BINDING EFFECTIVE AGREEMENT**

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

**ARTICLE XXVII
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

Section 1.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Board, unless the same has been executed in writing between the parties hereto, and the same has been ratified by the Union and the Board.

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 contained herein.

Section 3.

If any Article or Section of this Agreement, or any supplements 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 any supplements thereto 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 XXVIII
TERMINATION AND MODIFICATION**

- (a) This Agreement shall continue in full force and effect until June 30, 2010.
- (b) If either party desires to terminate this Agreement, it shall ninety (90) calendar days prior to the termination date, given written notice of termination. If either party shall give written 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.

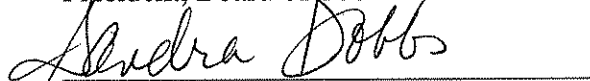
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar 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, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if the Board, addressed to Mason Consolidated Schools, Route #151, Erie, Michigan, 48133, Attention: Superintendent's Office.
- (e) The effective date of this Agreement is July 1, 2007.

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

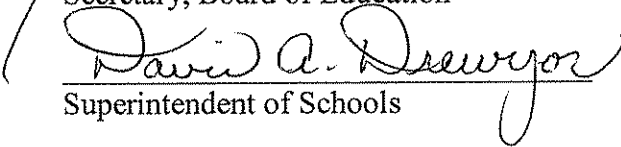
MASON CONSOLIDATED SCHOOLS
BOARD OF EDUCATION



President, Board of Education



Secretary, Board of Education

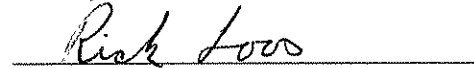


Superintendent of Schools

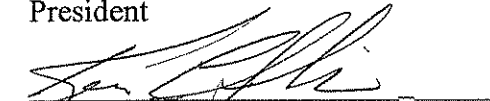
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO



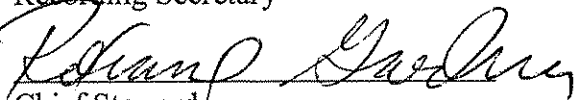
Business Manager



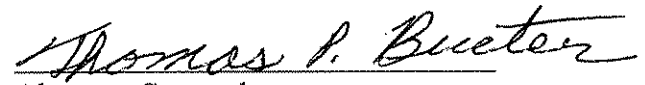
President



Recording Secretary



Chief Steward



Alternate Steward

SCHEDULE A
SALARY SCHEDULE

<u>Classification</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>
Maintenance I	\$18.97	\$19.60	TBD
Bus Mechanic I	\$18.97	\$19.60	TBD
Maintenance II	\$16.80	\$17.36	TBD
Utility/Maintenance	\$16.80	\$17.36	TBD
Grounds Maintenance I	\$16.80	\$17.36	TBD
Utility/Custodian	\$16.80	\$17.36	TBD
Custodian	\$16.04	\$16.57	TBD

Employees who, with prior approval from the Superintendent of Schools or designee, obtain additional job related licenses, and/or professional certificates after this date shall receive a twenty cent (\$.20) per hour increment to the base pay. Professional certificates must permit the holder to meet governmental agency product use criteria or must certify advanced training requirements of a recognized professional association that are directly related to the employee's current job description.

OK BAC 11-18-08
RB 11-18-08