

76070
AFL-CIO, IUOE
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06/30/2009

AGREEMENT

between

**THE CARSONVILLE-PORT SANILAC SCHOOL DISTRICT
BOARD OF EDUCATION**

(hereinafter referred to as the "Employer")

and

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

(hereinafter referred to as the "Union")

MAINTENANCE/CUSTODIAL BARGAINING UNIT

76070
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JULY 1, 2006 through JUNE 30, 2009

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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 Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other benefits.

ARTICLE II

UNION RECOGNITION - AGENCY SHOP CLAUSE - 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 wages, hours of employment, working conditions and benefits.

(b) The term "employee" as used herein shall include all Custodians employed by the Employer three (3) or more hours per day, excluding Maintenance Supervisor, all other supervisors and student custodians.

Section 2. Agency Shop Clause

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

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

(c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

(d) If any provision of this Article is invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

(e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.

(g) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

(h) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this Section. Further, the Union agrees to indemnify and save the school district, the Board of Education, the individual members of the Board of Education, and individual administrators and employees harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability, as well as all court and/or administrative agency costs that may arise out of, or by reason of action by the Employer or its agents for purposes of complying with the Union's Security provisions of this Agreement.

Section 3. Check-Off

The Employer shall deduct the Union dues or service fees and initiation fees monthly from each Union member's pay and transmit the total deductions to the Financial Secretary of the Union on a bi-monthly basis, together with a listing of each employee with the amount deducted, provided however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

ARTICLE III

MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, or to suspend, discharge, or demote employees for just cause, subject however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

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

(c) The Employer has the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.

2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay-off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, and the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees.

7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools or buildings within the district.

8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

ARTICLE IV

VISITATION

After presentation of proper credentials to the Superintendent of Schools or his designated representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) 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 function of the school and its students.

ARTICLE V

STEWARD

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

(b) Upon approval, reasonable arrangements may 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 supervisor.

ARTICLE VI

SAFETY PRACTICES

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.

ARTICLE VII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency, except for the work that historically has been performed by the Maintenance Supervisor and students, provided there is no discrimination against the employees covered by this Agreement.

ARTICLE VIII

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 shall it result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement.

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 (1st) day of employment, except as herein provided. If at any time prior to the completion of the ninety (90) calendar days probationary period, the employee's work performance is unsatisfactory, he will be subject to immediate dismissal without appeal from the Union.

(b) Probationary employees completing their probationary period shall be granted seniority to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification.

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

1. He resigns.
2. He is discharged for cause and not reinstated through the Grievance Procedure.
3. He is absent for two (2) working days without notifying his supervisor, or without good and sufficient reason.

(e) Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

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

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 five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided he 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, the classification and the qualifications.

(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 is transferred or the pay rate of the position to which he is transferred, whichever is higher.

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

(d) In the event of a school closing, the procedure outlined in (a) will be employed.

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

ARTICLE XII

DISCIPLINE - DISCHARGE

(a) The Employer agrees to submit notification of any discipline or discharge of a permanent employee to the Chief Steward and the Union within five (5) working days from the date of such disciplinary action.

(b) Should that employee consider such disciplinary action or discharge to be improper, the matter may be referred to the Grievance Procedure. It is agreed that the discipline or discharge of a probationary employee shall not be subject to the Grievance Procedure.

(c) Employees shall be subject to discipline or discharge for violation of reasonable rules and regulations adopted by the Employer and made available to all employees and the Union in writing.

ARTICLE XIII

LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence up to one (1) year, provided he promptly notifies 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 may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(c) Leaves of absence shall be granted up to thirty (30) calendar days for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(d) Whenever an employee shall become pregnant, she shall furnish the Employer with a statement from her physician indicating the approximate delivery date and restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would indicate that she no longer can perform her normal job duties, she shall immediately be granted a leave of absence. An employee shall return to work when her physician would so indicate in writing that she is physically able to resume her normal job duties.

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

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

(g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and shall accumulate seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. In no event shall a leave of absence exceed one (1) year, unless an extension is granted by the Employer. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definitions:

(a) Should differences arise between the Employer and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly, and the following procedures shall be adhered to:

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

(c) Working days shall be those days the Board's designated representative is available to receive the grievance.

(d) A Union grievance is a difference between the Employer and the Union which involves an employee or group of employees and concerns (1) working conditions, or (2) the interpretation or application of any provisions of this Agreement, and may be processed directly to Step Two (2) of the Grievance Procedure.

(e) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provisions of this Agreement.

(f) A grievance concerning alleged safety hazards may be processed directly to the Superintendent of Schools or his designated representative.

Step One:

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

Step Two:

(a) In the event the grievance is not settled orally by the supervisor, the employee shall submit the grievance in writing to the Superintendent of Schools within five (5) working days from the date of the oral presentation on forms [at least four (4) copies] provided by the Union. The employee and the Steward shall sign the grievance. The grievance must indicate (1) a statement relating to the facts upon which it is based, including the date of the occurrence of the event, and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

(b) The Superintendent of Schools shall give his decision in writing within five (5) working days. In the event the employee receives an unsatisfactory answer from the Superintendent of Schools, a meeting will be held between the Superintendent of Schools and a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the Superintendent of School's decision to the employee. The Superintendent of Schools and the Business Representative of the Union will discuss the grievance and try to reach a satisfactory settlement. In the event that a satisfactory settlement cannot be reached, the grievance then may be appealed to Step Three (3) of the Grievance Procedure.

Step Three:

(a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within ten (10) working days after the meeting between the Superintendent of Schools and the Business Representative of the Union.

(b) The Board of Education shall meet with the Business Representative of the Union at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The appeal shall be in writing and state the reason or reasons why the Superintendent of School's decision was not satisfactory.

(c) The Board of Education shall render its decision within ten (10) working days of said meeting. Any appeal of the decision rendered by the Board of Education shall be made within thirty (30) calendar days.

Step Four:

(a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within thirty (30) calendar days from the receipt of the decision rendered by the Board of Education, the grievance may be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to mutually agree upon an arbitrator within seven (7) days of receipt of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.

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

(d) Each party shall be responsible for the expenses of the witnesses that it may call and for the costs of its own representation.

(e) It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement or written amendments hereto.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement or any written amendments to this Agreement.

2. The arbitrator shall have no power to rule upon the termination of services of, or failure to re-employ any probationary employee.

(f) The fees and expenses of the arbitrator shall be shared equally by the Union and the district.

(g) The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

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

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending one hundred twenty (120) hours thereafter.

(b) The normal work day for all full-time employees shall be eight (8) consecutive hours, including a paid fifteen (15) minute lunch period.

Section 2. Overtime Rates will be Paid as Follows:

(a) Time and one half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned. Double time (2X) will be paid for all hours worked in excess of forty-eight (48) hours in a work week. All paid time will be considered as time worked.

(b) No employee will be required to take time off from their normal work schedule during the work week, as a result of an employee having worked overtime hours, in order to avoid the payment of any overtime compensation by the Employer.

Section 3. Call Back Pay

Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate of pay or a minimum of four (4) hours pay at his straight time hourly rate, whichever is greater.

Section 4. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day, and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

Section 5. Distribution of Overtime

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

Section 6. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of twenty-six cents (\$.26) per hour for all hours worked that day in the 1992-1993 school year; twenty-seven cents (\$.27) per hour during the 1993-1994 school year; and thirty cents (\$.30) per hour during the 1994-1995 school year. Those regularly scheduled for four (4) or more hours of work between 12:00 midnight and 7:00 a.m. will receive a shift differential of thirty cents (\$.30) per hour for all hours worked that day.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each new employee, during their first year of employment, covered by this Agreement, will be entitled to sick leave in a single sick leave bank at the rate of one (1) day per month, with accumulation of twelve (12) days for the year. Employees who have satisfactorily completed their first year will be awarded fourteen (14) days at the beginning of each school year added to their unlimited accumulated sick time.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for emergency medical, dental or optical examination or treatment. Sick leave may also be used as funeral leave as herein defined under Section 2 of this Article.

(c) Sick leave shall accumulate only during the months that the employee is on the payroll of the Employer.

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

(e) Employees using sick leave under false pretenses shall be subject to disciplinary action.

(f) Effective with the 1992-1993 school year, the accumulated sick leave days will be paid at twenty-five dollars (\$25.00) per day upon separation from employment after ten (10) years at C.P.S., with a maximum of three thousand dollars (\$3,000.00).

Section 2. Funeral Leave

Each employee covered by this Agreement may use up to three (3) working days off with pay for a death in the employee's immediate family. These days shall not be deducted from the employee's allowable sick leave. The employee's immediate family shall be defined as mother, father, sisters, brothers, children, spouse, mother-in-law, father-in-law, grandparents and grandchildren.

Section 3. Personal Business Days

Employees covered by this Agreement may use up to three (3) sick days per year for personal business provided the immediate supervisor and principal are notified one (1) day in advance, except in emergencies with written, signed reason(s). Personal business must be such that it cannot be conducted on weekends, after work hours, or during vacation periods.

Section 4. Emergency School Closings

Whenever schools are closed due to severe weather or other emergencies, an employee shall be expected to report for work. In the event an employee is unable to make it to work, he/she shall notify his/her supervisor of the fact, and day(s) lost shall be deducted from his/her sick or vacation days or employee may make up the hours lost and be paid for same. Employees shall work days when school is closed, if no school sports are scheduled. All bargaining unit members shall be paid for up to one (1) Act of God snow day per year if declared by the State Police as an emergency.

ARTICLE XVII

HOLIDAYS

(a) The Employer will pay the normal day's pay for the following holidays even though no work is performed by the employee. To qualify for holiday pay an employee must be on the payroll of the Employer.

**New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
July Fourth**

**Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day**

Two (2) Floating Holidays (one [1] day may coincide with Spring Break, the other day to be used upon the approval of the supervisor)

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

(c) If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or he/she shall receive eight (8) hours pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day deducted from his/her accumulative sick leave.

(d) When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay, and in the event that 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 employees shall then be granted a day off with pay for the holiday on a date that is mutually agreeable to the employees and the Employer.

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

(f) Working during days when school is not in session is considered essential. Unit members are encouraged to take vacation days at other times whenever possible.

ARTICLE XVIII

INSURANCE PROTECTION

The Board agrees to furnish to all of the employees covered by this Agreement the following insurance protection:

(a) The Board shall pay the employee's health care premium during the months the employee is on the payroll. This protection shall be equivalent to (SET-SEG) Blue Cross and Blue Shield of Michigan Community Blue Plan. The District shall pay the entire premium for January-December 2006 and January-December 2007. The insurance policy is a Health Savings Account. The District shall deposit two thousand five hundred dollars (\$2,500.00) for a two person/full family, or one thousand two hundred fifty dollars (\$1,250.00) for a single subscriber to cover the deductible amounts. The depository account financial institution shall be determined by the District.

The insurance carrier(s) shall be selected by the Board of Education. If the Union wishes to further improve the health care coverage, the necessary payroll deductions to cover the cost of such improved coverage will be made by the Board.

(b) The Board of Education will provide a forty thousand dollar (\$40,000.00) term life insurance policy with AD&D for all full-time employees.

(c) Effective July 1, 1999, the Board will pay all existing eligible employees not taking health insurance two hundred dollars (\$200.00) per month toward an annuity. All employees hired after July 1, 1999, and selecting this option, will be paid at a rate of one hundred dollars (\$100.00) per month.

(d) The Board shall provide a Delta Dental Plan 80-80-80 with adult ortho to employees who are not presently covered under the Employer's dental plan.

(e) The Board shall provide a long term disability insurance plan with benefits to be payable upon the ninety-first (91st) calendar day of disability at sixty-six and two-thirds percent (66-2/3%) of the employee's salary.

(f) The Board shall provide a Vision Plan, same as the teachers, for all employees and dependents.

ARTICLE XIX

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 the completion of two (2) years of service, two (2) weeks vacation with pay each year; after seven (7) years of service, three (3) weeks vacation with pay each year; after fifteen (15) years of service, said employee shall receive four (4) weeks vacation with pay each year. Vacation allowance shall be based on the employee's years of service from date of hire. Vacations shall be scheduled with the supervisor, primarily during June, July, and August, but may be scheduled during the school year.

(b) No more than five (5) vacation days may be accumulated from one year to the next upon the approval of the supervisor.

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

ARTICLE XX

BENEFITS

It is hereby agreed between the parties that in the event a full-time employee works less than the established hours in his/her classification, and is covered by this Agreement, the employee shall be entitled to a pro-rata portion of all of the benefits, with the exception of vacation, as provided under this Agreement, based on the hours the employee works for the Employer.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

(a) 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 in Schedule A attached hereto and made a part hereof by reference.

(b) All maintenance/custodial personnel will be responsible directly to the building principal for all general orders for their shift.

They will be responsible to the Supervisor of Maintenance and Transportation for all training, equipment and supplies.

All maintenance/custodial personnel are required to report all building maintenance needs beyond the scope of their ability to the Supervisor of Maintenance and Transportation.

(c) All maintenance/custodial personnel will be responsible for the duties defined in the job description (Appendix I).

ARTICLE XXII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIII

SCOPE, WAIVER AND ALTERATION

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 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 and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by a 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 supplement 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 XXIV

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until **June 30, 2009**.

(b) If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment in which the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) 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 addressed to the Employer, the Board of Education, Carsonville-Port Sanilac School District, Carsonville, Michigan 48419, or to any other address the parties may make available to each other.

(e) Anytime after each anniversary year of this Agreement, either party, at its option, may reopen the Agreement for the sole purpose of negotiating no more than one (1) non-economic language item per party.

(f) The effective date of this Agreement is **July 1, 2006**.

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

**THE BOARD OF EDUCATION
CARSONVILLE-PORT SANILAC
SCHOOL DISTRICT**

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

President

Business Manager

Vice-President

President

Secretary

Recording/Corresponding
Secretary

Treasurer

Superintendent and
Negotiator

ARTICLE XXV

EVALUATIONS

Employees under this Contract shall be evaluated in writing by their Maintenance Supervisor at least once annually as per attached.

SCHEDULE A

SALARY SCHEDULE

<u>Classification</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Custodian/Maintenance	\$13.21	\$13.34	\$13.47	\$13.60
Auxiliary Services	\$12.02	\$12.14	\$12.26	\$12.38
Skilled Maintenance/Custodian	\$13.63	\$13.77	\$13.91	\$14.05

Note: New employees move to the top rate according to the following:

<u>Classification</u>	<u>Step 1 0-1 Year</u>	<u>Step 2 1-5 Years</u>	<u>Step 3 After 5 Years</u>
	\$1.35 less than scale	\$.60 less than scale	100% of scale

Longevity

After seven (7) years of service, an additional fifty-five cents (\$.55) added to current rate of pay. After fourteen (14) years of service, an additional eighty cents (\$.80) added to current rate of pay.

Uniforms

The wearing of uniforms is mandatory. Each Custodian shall receive three (3) uniforms in September, per Contract year, with the Custodian being responsible to maintain the uniforms. Two (2) snow suits shall be provided for outside work. Custodians shall be responsible for care and upkeep. In the first year of this Agreement, the district will purchase one (1) heavy and one (1) light jacket for each employee. These jackets may be replaced once during the life of this Agreement upon turning them in to the supervisor.

Clean-Up Time

One (1) bargaining unit member shall be on duty at all events after school. Should any area need cleaning after said event, a bargaining unit member shall be assigned overtime to clean the area. Up to two (2) hours allotted for clean-up time at the end of functions. Hours to be determined between the principal and the employee, and upon the supervisor's approval.

Summer Shifts

Summer shifts shall be four (4) ten (10) hour days beginning the week after the school term ends in June. The shift shall be from 7:00 a.m. to 5:00 p.m. at straight time. Employees will return to their regular shifts one (1) week prior to the opening of school.

APPENDIX I

JOB DESCRIPTION: CUSTODIAN/MAINTENANCE

1. General custodial work including: sweeping, vacuuming, mopping, waxing floors, cleaning lunchrooms and tables, lavatories, classrooms, removing garbage, washing windows, emptying wastebaskets and other related duties.

2. Ground work, lawn mowing and watering, care, etc. Snow removal - shoveling, scraping, operating tractor. Burning of rubbish, minor repairs, heat adjustments to furnaces, controls, etc. Equipment operation - tractor, lawn mower, etc. Carrying or moving furniture, freight, equipment, etc. (over 40 pounds).