

Signature Copy 7/1/90

AGREEMENT

between

Port Hope Community Schools

and

The International Union of Operating Engineers

Local 547, A, B, C, and H, AFL-CIO

1988 – 1990

Port Hope Community Schools

Michigan State University
LABOR AND INDUSTRIAL
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PURPOSE

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

ARTICLE I

NON-DISCRIMINATION

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

ARTICLE II

UNION RECOGNITION, UNION SECURITY

Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all persons performing work within the following classifications: Building Engineer, Custodian, Bus Drivers and Cooks.

Section 2. Union Security

MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE DEDUCTION

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 thirty (30) days of the effective date of the Agreement or within thirty (30) days of the date of hire by the Employer, whichever is later, become members of in the alternative, shall, within thirty (30) days of their date of hire by the Employer, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

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) days in arrears of payment of such dues (or fees).

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

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.

The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

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

ARTICLE III

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 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 hereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate,

shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of this Agreement.

ARTICLE IV

MANAGEMENTS RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if 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.

ARTICLE V

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

ARTICLE VI

STRIKE PROHIBITION

(a) There shall be no strike, lockouts, slowdowns or other cessation of work, nor shall there be any sympathy strikes, secondary boycotts or political strikes during the term of this Agreement.

(b) Insofar as may be permitted by law, the Employer hereby waives any right that it may have to sue the Local Union or the International Union with which it is affiliated for damages resulting from any strike, boycott, slowdown, or cessation of work occurring during the period of this Agreement, which is participated in by any Employee of the Employer.

ARTICLE VII**CONTRACTUAL WORK**

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

ARTICLE VIII**DISCIPLINE DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

ARTICLE IX**GRIEVANCE PROCEDURE****STEP ONE**

(a) An employee having a grievance shall present it orally to his supervisor.

(b) If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the steward.

STEP TWO

(a) The steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.

(b) The grievance shall be submitted to the Supervisor within five (5) working days from the date of Step One, A, above.

STEP THREE

(a) The steward shall meet with the Supervisor to discuss the grievance within five (5) days of its written submission to the Supervisor.

(b) The Supervisor shall give his decision within five (5) working days, which if not appealed, shall be considered settlement of the grievance.

STEP FOUR

(a) Any appeal of a decision rendered by the Supervisor shall be presented to the Superintendent of Schools within five (5) working days and the Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Supervisor was not satisfactory. The Superintendent shall render his decision in writing within five (5) working days of the said meeting.

STEP FIVE

Any appeal of a decision by the Superintendent shall be presented to the Board of Education within five (5) working days and the Board shall meet with the Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons why the decision of the Superintendent was not satisfactory. The Board shall render its decision within five (5) working days of said meeting.

Any appeal of the decision rendered by the Board shall be made within fifteen (15) days.

STEP SIX ARBITRATION

Within five (5) days after notice of intent to appeal the grievance to arbitration, the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

(a) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

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

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

(c) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

(d) The fees and expenses of the Arbitrator shall be borne by the party who loses the arbitration case. In the event the award and report of the arbitrator is not clearly in favor of one party or the other, then the fees and expenses of the arbitrator shall be shared equally by the parties.

(e) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

ARTICLE X

SENIORITY

(a) Employees shall be regarded as probationary employee for the first ninety (90) calendar days of active employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation.

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

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

1. He resigns.
2. He is discharged for cause.

(e) Any employee in the bargaining unit elected or appointed to full time office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his term of office and at the end of such term, he shall be entitled to resume his regular seniority status and all job and recall rights.

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

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

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy, and the employee shall be given five (5) 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. 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 place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher. Temporary transfers shall be for a period no longer than thirty (30) days or temporary transfer (except extension by agreement) shall be considered an open position and posted.

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

ARTICLE XII

VISITATION

After presentation of proper credentials, 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 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 XIII**LEAVE OF ABSENCE**

(a) An employee who, because of illness or accident which is noncompensable under the Workman's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer shall be granted a leave of absence for the duration of such disability, 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 shall be granted for a reasonable period of time for illness in the household of the employee which require the employees care and attendance.

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

(d) A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. Normally, the employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.

(e) The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or Local 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 employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to fulltime position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.

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

(i) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

ARTICLE XIV

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 and sixty eight (168) hours thereafter.

(b) The normal work day shall be nine (9) consecutive hours, which shall include a one (1) hour unpaid lunch period.

SECTION 2.

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

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

(c) On regularly scheduled school days, when school is not in session for the entire day because of snow, the Building Engineer, making every reasonable effort to get to work by his regular starting time, will not be docked time if he is able to arrive to work within the first two (2) hours of that day.

SECTION 3. Distribution of Overtime

(a) Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work.

ARTICLE XV

BUS DRIVERS

SECTION 1.

(a) Any time that students are required to be transported to an athletic event sponsored by the Employer, or by school districts within the athletic leagues in which the Employer is a member, a bus driver will be utilized for transportation, with the exception of golf, where the coach may use the school station wagon to transport the students as a part of the coaches responsibilities.

(b) The Employer will make every reasonable effort to secure a bus driver, other than the coach of an event where students are being transported to that event. (This deals with a situation where a bus driver is also a coach.)

(c) When FFA and/or vocational agricultural students are transported in any school vehicle on a same-day trip, within the state of Michigan, a bus driver will be utilized.

(d) The Board will allow a \$40.00 contribution to each full time bus driver, every other year, to be used to purchase a uniform jacket, the design to be the same for all drivers. It may be used for either a summer weight, or winter weight jacket.

ARTICLE XVI

PHYSICAL EXAMINATION

Bus Drivers shall be required to have an annual physical examination. The Board shall provide the necessary services of a physician to conduct said physical examination.

ARTICLE XVII

HOLIDAYS

(a) Employees who have completed their probationary period shall receive their normal day's pay for the following holidays even though no work is performed by the employee, provided such holidays fall during the normal term of their employment:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday Following Thanksgiving
Memorial Day	Christmas Day
July Fourth	Christmas Eve Day
Monday of Spring Break	

(b) Employees required to work on any of the above named holidays shall receive double time pay 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 shall be entitled to an additional day off with pay for the holiday, or 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 accumulative sick leave.

(d) When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union.

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

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

SECTION 1.

All twelve (12) month employees covered by this Agreement will be entitled to thirteen (13) sick leave days per year with pay, accumulated in a single sick leave bank with a ninety (90) day limit of accumulation. (One (1) day of the sick leave days will be transferred to the sick day bank. Records of which are to be kept by the school's Secretary.)

Less than twelve (12) month employees covered by this Agreement will be entitled to ten (10) sick leave days per year

with pay. (One (1) day of the sick leave days will be transferred to the sick day bank. Records of which are to be kept by the school's Secretary.) The remaining sick days, if not used, to accumulate in a single sick leave bank with a sixty (60) day limit on accumulation.

SECTION 2.

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

SECTION 3.

(a) All employees shall be granted three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, step-father, stepmother, half brother and half sister. Additional time off for traveling to said funeral shall be granted and such additional time shall not be charged to sick leave.

(b) Employees shall be granted one-half (1/2) day, with pay, to attend funerals of non-family members and family members not listed above.

(c) All employees shall be entitled to a total of four (4) days, per year, for personal emergency and/or business leave which shall not be charged against allowable sick leave.

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

ARTICLE XIX

VACATIONS

All full time twelve (12) month employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay, after six (6) years of service, three (3) weeks vacation with pay each year, after

twelve (12) years of service, four (4) weeks of vacation with pay each year.

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

Employees terminating employment or failing to qualify for full vacation, or on a leave of absence, shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XX

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury duty.

ARTICLE XXI

HOSPITALIZATION

For each twelve (12) month full time employee covered by the terms of this Agreement, the Employer shall pay the full cost of full family hospitalization coverage under the plan and carrier selected by the Board.

ARTICLE XXII

WORKER'S COMPENSATION

(a) A seniority employee who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate of pay for time lost during the first seven (7) days not covered by the Workmen's Compensation Act, provided he follows the instructions of a physician as determined by the Employer, and provided he returns to work not later than the time recommended by an appropriate medical authority. Following the first seven (7) days, such seniority employees shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

(b) Employees who have exhausted their sick leave credit and are still unable to return to work may utilize vacation credits.

(c) Upon exhaustion of sick leave and vacation credits, the employee shall be eligible to receive only the Workmen's Compensation Benefit.

ARTICLE XXIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

SECTION 1.

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

SECTION 2.

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

SECTION 3.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect 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 July 1, 1990. For the and 1989-90 school years, the parties agree that wages and fringe benefits shall be negotiable with both parties having the option of raising two non-economic issues.

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

termination by either party on ninety (90) days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement 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, International Union of Operating Engineers, Local 547-A-B-C-H, 24270 West Seven Mile Road, Detroit, MI 48219, and if to the Employer, addressed to Mr. Jim Hunter, Superintendent, Port Hope Community Schools, 7940 Portland Avenue, Port Hope, Michigan 48468.

(e) The effective date of this Agreement is July 1, 1987.

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

PORT HOME COMMUNITY SCHOOLS

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

Lawrence Iseler

Sam R. Dugan

Jeff Woodhe

Philip Bellon
Business Manager

Robert J. Jones
President

James L. Trudeau
Record/Conres. Secretary

SCHEDULE A

- Breakdown Time - a driver required to remain with his/her bus after a breakdown shall be paid the federal minimum hourly wage, if the school district is at fault.

It is agreed by the parties that employees of the Board who are assigned classifications will receive the following rates of pay during the term of this Agreement effective July 1, 1987:

CLASSIFICATION	RATES OF PAY (effective 7/01/88)	PAY PERIODS	WORK PERIODS
Building Engineer	\$9.04/hr.	26	40 hrs/wk.
Custodian	7.22/hr.	26	40 hrs/wk.
Custodian Trainee	6.91/hr.	26	
Cooks	\$7,344.00/yr.	20	Lunch preparation/180 days
Bus Drivers	\$4,927.00/yr.	20	Morning & Night run/180 days
Kindergarten Run	\$3,308.00/yr.	20	Noon Run/180 days
Skill Center Run	22.00/run		180 days
Special Ed Run	\$ 4.35/run		180 days

Bus Drivers will be paid for extra trips as follows:

\$19.14 minimum on all trips
 \$29.82 on any trip over four (4) hours
 \$39.85 on any trip over six (6) hours
 \$50.22 on any trip over eight (8) hours
 \$56.49 on any trip over ten (10) hours

Meals: Driver's meals on extra trips shall be paid upon turning in a receipt for such, for amounts not to exceed the following:

Minimum of four (4) hour trip	\$4.50 (1 meal)
Minimum of nine (9) hour trip	\$9.00 (2 meals)

Bus Drivers are required to wash their buses every Friday during periods school is in session, which the payment for such is figured in the yearly rate of pay. During inclement weather conditions, Bus Drivers will be required to wash their buses additional times during the work (preferably on Tuesday and Wednesdays) for which they will be paid \$4.00 for each washing.

Longevity

A single lump sum payment of One hundred (100.00) dollars will be paid once annually to an employee covered by this agreement when the employee has been continually employed by the district for a period of 15 or more years. The payment will be in addition to the salary or hourly pay.

JOB DESCRIPTIONS

BUILDING ENGINEER

1. He shall serve as building janitor in the building in which he works.
2. He shall supervise the work activities and work schedule of all maintenance employees.
3. He shall assist maintenance employees in planning their work.
4. He shall inspect the progress of custodian's housekeeping duties through the buildings.
5. He shall train maintenance employees.
6. He shall recommend purchase of supplies and equipment to the Superintendent of Schools.
7. He shall supervise the maintaining of clean custodian closets and proper care of cleaning equipment.
8. He shall help plan maintenance projects.
9. He shall strive to improve maintenance methods.
10. He shall operate a complete preventative maintenance system.
11. He shall help plan effective cleaning methods.
12. He shall arrange safe working conditions for the maintenance crews and all people around areas where maintenance crews are working.
13. He shall act as maintenance advisor to the Superintendent of Schools.
14. He shall submit reports as requested by the building principal and the Superintendent of Schools.
15. He shall be responsible for courteous treatment of students, teachers, and the public in order to maintain good public relations.
16. He must recognize that he does not have the authority to direct teachers and students in their activities and that all problems in this area should be referred to the building

principal.

- 17. He shall be responsible for the performance of duties involving the care and maintenance of building and grounds.

18. He shall be responsible for other duties as assigned by the building principal and the Superintendent of Schools.

19. He is under the direction and is responsible to the building principal, who in turn, is responsible to the Superintendent of Schools.

20. He carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washing and waxing, emptying and cleaning waste receptacles, dusting and straightening the arrangement of furniture and equipment, cleaning chalk boards, erasers, and chalk racks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.

21. He performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture, and equipment in building and on grounds.

22. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing, and equipment.

23. He carries out assigned tasks of painting, refinishing, constructing, and remodeling.

24. He maintains school roadways, sidewalks, entrances (including snow removal), lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment, as he is directed.

25. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, and storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.

26. He performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the teamwork required in promoting good education.

27. He carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition of regular use.

28. He sets good examples for young people using sound judgement and displaying proper attitudes in performing his work, dealing with others, and in personal appearance and conduct. This shall include courteous treatment of students, teachers, and the public for good public relations.

29. He performs other duties assigned.

CUSTODIAN

He shall perform the housekeeping duties through the building.

BUS DRIVER

1. To study and observe all laws and regulations, State, country and local, relating to the services of transportation.

2. To pass an annual physical examination.

3. To be clean and neat in appearance, to refrain from use of tobacco while on duty, to use no profane language in the presence of school children, and at no time to be under the influence of intoxicating liquor.

4. To attend and participate in conference and training classes for school bus drivers and to be familiar with traffic laws and driving skills.

5. To maintain order and discipline on the part of every pupil passenger.

6. To assign seats as the Superintendent of Schools, principal or Supervisor of Transportation may direct. If authority is delegated to the driver, it is his duty to seat pupils so as to produce least confusion in loading and unloading pupils.

7. To permit a child to leave the bus only at a regular stop except upon written request of parents or direction of the school authority.

8. To supervise the activities of children leaving the bus until they have crossed the highway in safety or are otherwise not subject to hazards.

9. To have children pass in front of the bus when leaving and crossing the highway.

10. To prevent children from hitching on bus when skating, riding bicycles, etc.

11. To observe that all children are in their seats before the

bus has started.

12. To be considerate of other motorists and reduce speed or otherwise afford the opportunity for other vehicles to pass so that a long line of vehicles will not accumulate at the rear of the bus.

13. To stop the school bus or turn it around on the highway only at points where it can be seen at least 500 feet by traffic approaching from either direction.

14. To drive the bus 100 feet back of preceding bus when leaving school ground.

15. To observe the provisions of the school bus stop law and other provisions of the Michigan Vehicle Code.

16. To use the bus, if publicly owned or leased by the school, only to transport children to and from school except on specific instruction from the Superintendent of Schools or the Board of Education.

17. To refrain from transporting in the school bus, whether privately or publicly owned, anything which would make the bus objectionable for school use.

18. To prepare an accident report immediately after every accident involving the bus or school bus passengers.

19. To post the route schedule or schedules in the bus, and amend the posted schedule from time to time as directed by the School Superintendent or the Transportation Supervisor.

20. To observe the posted schedule except when to do so would involve unnecessary hazards.

21. To operate the signal lights when stopping the bus to load or unload passengers, except within city limits, unless local ordinances direct use of signals. This should be observed, regardless of whether or not pupils are to cross the highway when leaving the bus.

22. To make sure that all children are off the bus before filling the gas tank.

23. To operate the bus always with the clutch engaged, except when coming to a stop and to stop the motor and set the brakes before leaving the bus.

24. To place the gear shift in neutral when the bus has been

brought to a stop to load or unload pupils.

25. To bring the bus to a stop at a safe distance from the track when approaching a railroad crossing, regardless of whether the bus contains passengers or not. The driver shall not proceed across the tracks until he has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and assured himself that it is safe to proceed.

26. To drive always at a safe speed.

27. To avoid unnecessary backing of buses on school grounds, or elsewhere, and when necessary, to back them, to accomplish this with proper signals, or a responsible person on the grounds.

28. To cooperate with school officials, mechanics, and other personnel in the mechanical maintenance and repair of the bus.

29. To report any defect affecting the safety or economy of operation IMMEDIATELY to authorized service garage or bus supervisor.

30. To keep the bus clean and neat at all times, and wash each Friday.

31. To prepare reports and keep all records required and assist school officials in mapping bus routes and planning schedules.

32. To report immediately to the Superintendent of Schools, the principal, or the designated official the misconduct of any pupil while on the bus or under his immediate supervision.

33. To report complaints of parents or others requiring attention of school authorities.

34. To report any accident in which the bus or pupil passengers are involved.

35. To report any hazard arising which could offer actual or potential threat to the safety of the children in his care.

36. To report cause for failure to maintain the school bus time schedule.

37. To rotate driving special trips or arrange for a substitute driver.

38. He shall perform such duties and drive rotating routes designed to make the work load equitable if necessary.

BUILDING COOK

1. Plan menus.
2. Supervise work of assistant cooks and cafeteria helpers in building.
3. Plan for and purchase needed supplies.
4. Maintain inventory records and other necessary records.
5. Work with building principal in operation of hot lunch program.
6. Recommend needed kitchen equipment to the Superintendent of Schools.
7. Train new employees.
8. Assign overtime equitably.
9. Be responsible for courteous treatment of students, teachers, and the public in order to maintain good public relations.

SICK DAY BANK

A Sick Day Bank is established for all employees with extended illness beyond their accumulated sick day reserve.

The number of days anyone may withdraw shall be limited to 1/4 of the days accumulated at the conclusion of the previous school year in the sick day bank or ten (10) days, whichever is less after five (5) years of enrollment in the Port Hope Sick Day Bank. For the first five (5) years of service the amount withdrawn shall not exceed one and a half (1-1/2) times the number of years enrolled in the Sick Bank. Each request for Sick Bank Days must be accompanied with a written doctor's excuse.

Records are to be made in writing to the secretary and then presented to the Superintendent.

Days submitted and withdrawn shall be based upon the part of a day in attendance.

For the 1987-1988, 1988-89, and 1989-90 school year the Board will add one (1) day each year to the Sick Bank, bringing the total number of days to fifteen (15) at the beginning of the 1987-88 school year; twenty-one (21) days at the beginning of the 1988-89 school year and 27 days at the beginning of the 1989-90 school year, less any withdrawals.