

June 30, 1976



BETWEEN

The Caro Board of Education

AND

The Caro Custodial Association

Caro Community School
301 Harper Street
Caro, Michigan 48723

JULY 1, 1974 - JUNE 30, 1976

Caro Bd. of Education

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE NUMBER</u>
I	Recognition	1
II	Custodial Rights-Board Rights	2
III	Leave Time - Leave of Absence	3
IV	Retirement	4
V	Insurance Protection	4
VI	Compensation	5
VII	Uniforms	6
VIII	Paid Holidays	6
IX	Work Schedule	7
X	Vacancies & Promotions	7
XI	Transfers	8
XII	Custodial Behavior	8
XIII	Protection of Custodians	8
XIV	Negotiation Procedures	9
XV	Grievance Negotiation Procedure	10
XVI	Miscellaneous Provisions	12
XVII	Community Services Program	12
XVIII	Matters Contrary to Agreement	13
XIX	Agreements Contrary to Law	13
XX	Strike Prohibition	13
XXI	Third Shift Agreement	14
XXII	Duration of Agreement	14
Schedule A-I	Salary Schedule	16
Schedule A-II	Basic Conditions to the Salary Schedule	17
Schedule A-III	Effective Dates-Salary Adjustments and Individual Salary Schedules	19

MASTER AGREEMENT
BETWEEN
The Board of Education
OF
The Caro Community Schools
AND
The Caro Custodial Association

This Agreement entered into this 1st day of July, 1974, by and between the Board of Education of Caro Community Schools, Caro, Michigan, hereinafter called the "Board" and the Caro Custodial Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Caro Community Schools is their mutual aim and that the character of such education is greatly influenced by the quality and morale of the custodial service, and

WHEREAS the members of the custodial staff are particularly qualified to assist in formulating policies and programs designed to improve maintenance standards, and

WHEREAS the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its custodial personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all custodial personnel under yearly contract by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, including the Superintendent of Buildings and Grounds. The term "custodian", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male custodians shall include female custodians.

B. The Board agrees not to negotiate with any custodial organization other than the Association for the duration of this Agreement. Nothing contained herein

shall be construed to prevent any individual custodian from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

C. Within thirty (30) days of the beginning of their employment hereunder, Association members may sign and deliver to the Board, an assignment authorizing deduction of membership dues or assessments of the Association in four (4) equal payments, starting with the first pay in July. Such sum shall be deducted as dues from the regular salaries of all such custodians and remitted to the membership chairman of the Association. After the initial dues assignment authorization is delivered to the Board of Education, subsequent deductions for Association dues will be made automatically each year thereafter as long as the custodian remains as an employee of the Board. The Association will be responsible for making a master billing procedure available to the Board of Education, and will make any necessary additions or deletions to the master list as may be required. All "continuing membership" deductions will be made in four (4) equal payments beginning with the first pay in July.

D. Custodians employed by this school are not required to be members of this Association. However, all custodians employed by the Board of Education shall have a sum of \$24.00 deducted from their pay checks for support of activities conducted by the Association on behalf and for the benefit of all custodians.

E. Nothing contained herein shall be construed to deny or restrict to any custodian, rights he may have under the Michigan General School Laws.

ARTICLE II

CUSTODIAL RIGHTS--BOARD RIGHTS

A. The Board and The Caro Custodial Association agree by Act 379 of the Public Acts 1965, and to all applicable laws and statutes pertaining to Custodian's rights and responsibilities. They recognize that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The Board and the Caro Custodial Association agree to the Board of Education Policies and Procedures concerning working conditions unless otherwise altered by specific conditions within this contract.

B. No custodian shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off the premises.

C. The Association and its members may use school building facilities without cost at any time. The Principal of the building in question, will be notified in advance of the time and place of all such meetings, and he will designate the room or rooms to be used. All requests for building use shall conform to Board policies.

D. The Association may distribute materials through Custodian mailboxes. Materials posted must be official Association materials.

E. The Board agrees to furnish, to the Association, information which is pertinent to the collective bargaining. The information required must be specified in writing and must give the purpose for which it is intended. Original records are to be examined only at the office of the Superintendent. The Association agrees to reimburse the Board for extra expense incurred in furnishing information or making records available.

ARTICLE III

LEAVE TIME

A. Custodians shall be entitled to fifteen (15) leave days each year; all such leave shall accumulate without limit.

B. Newly employed custodians shall be credited with 1-1/4 leave days per month for the first twelve (12) months. Fifteen (15) days leave time shall be credited to his leave account on the first day of each succeeding year thereafter.

C. Upon the recommendation of the Superintendent, the Board may require a custodian to submit to physical or mental examinations by appropriate specialists to determine if involuntary leave time is warranted. Such requested examinations will be at the Board's expense. The Custodian shall have the right to be examined by his own physician at the Custodian's expense, and the Board can make an additional request for an examination by an independent physician.

D. In addition to personal illness or injury, leave time may be utilized for personal business. A total of five (5) days per year are allowable under this section, and shall be deducted from the leave accumulation. The yearly allocation for personal business is noncumulative.

E. Any custodian whose personal illness extends beyond the period compensated under Article II shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness.

F. Leaves of absence with pay, not chargeable against the custodian's allowance may be granted for approved attendance at educational conferences or conventions. (Custodians who do not attend authorized conferences will be required to work the regular schedule.)

G. Military leaves of absence shall be granted to any custodian who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States, as described in the Michigan School Code (Section 388.421, 388.422).

H. Custodians are expected to serve on Jury Duty when called. The Board of Education shall pay the serving custodian his regular salary while on jury duty. Custodians shall direct the County Clerk to certify the amount of wages paid to the custodian for jury duty, and all such wages shall be paid directly to the Caro Board of Education.

I. An accounting of accumulated leave time shall be given to each custodian as soon after the close of the fiscal year, (July 1 - June 30) as possible.

J. The Board of Education does not approve of extended absence due to trips or vacations during the school year even though the custodian may be willing to forfeit all pay. The following policy concerning absences and business days became effective July 1, 1971 and is included in the Master Contract:

1. Upon written request to the Building Superintendent and the Principal concerned, custodians shall be allowed five (5) personal leave days per year. No pay deduction will be made. All personal leave days will be charged against the leave accumulation.
2. Upon written request to the Board of Education, and recommendation by the Building Superintendent and Principal concerned, a custodian may elect to be absent from school for a period not to exceed two (2) consecutive days, and with loss of all pay.

3. Permission to be absent from school for either of the above reasons will not be granted under the following conditions:

All requests for leaves of absence must be made in writing to the building supervisor and the principal concerned at least forty-eight (48) hours except where otherwise stated, prior to the time such leave is desired. All such leaves will not be granted under the following conditions:

- a. If substitutes or other employee assistance is not available.
- b. If building situations should occur which might be created by granting several concurrent or consecutive leaves.
- c. If it would affect specially scheduled programs or curricular activities.
- d. When considering the number of conference or personal leave days previously granted.
- e. If the days requested fall during the first two (2) weeks of school, or the last two (2) days of any marking period.
- f. If the days requested immediately precede or follow the regularly scheduled vacation periods; Easter, Memorial Day, Labor Day, Thanksgiving, and Christmas.

EXCEPTION PARAGRAPH: The Board of Education recognizes that certain emergencies could arise that would make a 48-hour notification period for leave approval unreasonable. Therefore, the Board and the CCA agree that the Superintendent of Schools or his appointed representative shall have authority to deviate from the listed regulations when conditions or circumstances so require.

ARTICLE IV

RETIREMENT

A. Mandatory retirement will be sixty-five (65) years of age. Any custodian reaching age sixty-five (65) on or before July 1 of the then current year shall automatically be retired effective July 1 of said current year.

B. Upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, or at the compulsory retirement age, the Board shall pay \$25.00 per day for accumulated leave time to all employees with 10 years of service or more in the Caro system. Maximum payment under these conditions shall be \$900.00 for 1974-75: \$1000.00 for 1975-76.

C. All benefits accruing under the provisions of this section shall be paid to the custodian's wife, children, or estate if death should occur prior to retirement.

ARTICLE V

INSURANCE PROTECTION

A. The Board of Education will make authorized deductions from custodian's salaries for hospitalization, medical, and surgical protection for the custodian and his immediate family, under the current Blue Cross - Blue Shield Insurance Plan. The Board of Education shall make authorized deductions from custodian's salaries and pay

all such monies to the MEA for the purpose of paying insurance premiums to the selected MEA Plan.

B. The Board will pay full family benefits per custodian, for health insurance coverage. This amount may, at the custodian's option, be applied to either of the following:

1. Individual or Family Blue Cross - Blue Shield.
2. Individual or Family MEA Basic and Major Medical, MEA Income and Life Protection, or MEA Dental Care Plan.

C. If two (2) or more custodians belong to a single family unit, and are eligible for coverage under the same policy, each may, at his option, have all or any part of his allowance applied to the cost of a single policy covering said family unit.

D. The full family allotment per custodian shall be interpreted to mean the prevailing rate at July 1, 1974 for Hospital and Medical benefits ONLY. Hospital supplements, Loss of Time, Long Term Disability, Additional Life Insurance, and other possible coverages are not part of the Full-Family Health Insurance Contract. However, a custodian may elect to subscribe for such coverages at single-subscriber rate only, in lieu of the Hospital-Medical Benefits. Full family insurance protection granted under this section shall include:

1. The Self-Only rate for each single custodian.
2. One (1) single subscriber or one (1) self and spouse rate for married persons, both of whom are working in the system. (One single subscriber rate and one self and spouse rate)
3. The self and spouse rate for married custodians without children, only one (1) of which is presently employed by the system. (One family unit only)
4. One (1) self, spouse, and children rate and one (1) single-subscriber rate for married custodians with children, both of whom are custodians in the system.

E. The Board of Education will automatically pick up any premium increases that may occur during the term of this agreement.

ARTICLE VI

COMPENSATION

A. The salaries of custodians covered by this Agreement are set forth in Schedule A-1, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of the year of expiration of this Agreement, either party may request the re-opening of negotiation of such salary schedule.

B. The salary schedule is based upon the work day, week, and year as described in Schedule A-2 of this Agreement. Whenever a custodian is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly rate) shall be noted by the Supervising Custodian. All such time served shall be paid at an hourly rate equal to one and one-half (1-1/2) times the base salary. Supervisors will avoid all such special duty whenever possible. Custodians may elect to relieve another custodian for special occasions without a time accounting whenever such an arrangement is mutually agreed upon, and the immediate supervisor or some other designated person is notified in advance.

C. When a custodian's absences from work are not covered by the applicable sections of Article III (Leave Time), deductions from said custodian's salary shall be made according to the following formula:

STEP I

Total contracted wage divided by the actual number of custodial work days* equals average daily rate.

STEP II

Average daily rate multiplied by the number of days absent equals total deductions to be made.

* Custodial work days shall include all days students are in attendance, snow days, and all other days that custodians are required to be in attendance by the Caro Board of Education. Specifically excluded are conferences called by any organization other than the Caro Board of Education, days lost by custodians due to work stoppages, failure to report, or custodial strikes. Snow days shall be counted as a work day, and shall not be deducted from the custodian's total work-day credit.

D. Paychecks will be placed in custodian's mailbox by 3:15 p.m. of each designated pay day.

ARTICLE VII

UNIFORMS

A. All custodians shall wear standard uniforms.

B. The Board agrees to pay for all special lettering.

C. The Board agrees to pay the cost of uniforms with the maximum to be four (4) sets each year (4 shirts; 4 pants). Custodian must present sales slip to the Superintendent to receive his uniform allowance.

ARTICLE VIII

PAID HOLIDAYS

A. The following shall be paid holidays; the day before New Years' ; the day before Christmas; New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Day; Good Friday; and one (1) Fair Day. Fall Break Day, or Deer Hunting if scheduled in School Calendar)

B. Whenever the school calendar calls for an extra vacation day to observe Memorial Day and Labor Day (the day before or day after the described holiday), such days shall be paid holidays for all custodians.

C. When any of the above designated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under these provisions.

Whenever Christmas or New Years' fall on Saturday or Sunday, the last work-day prior to these regular holidays shall be scheduled as a paid holiday.

ARTICLE IX

WORK SCHEDULE

A. The day custodians shall work from 7:00 a.m. to 4:00 p.m., with one (1) hour off for lunch, or another day schedule as specifically determined by the Superintendent of Schools.

B. The night custodians shall work from 3:00 p.m. to 12:00 midnight, with one (1) hour off for supper.

C. The night custodians will automatically work the same hours as the day men in the Summertime, Christmas recess, and Easter vacation.

D. All custodians shall have two (2) fifteen (15) minute breaks during their regular working day; such time to be scheduled by the employee's supervisor.

E. Reporting time for night men on snow days or school recess days shall be 8:00 a.m. if such days fall immediately after a regular work day. The Superintendent of Building & Grounds, or Building Supervisors will call custodians whenever a change in the work schedule occurs or is necessary, including arrangements for custodians to be on duty for adult or evening events without extra labor costs to the Board of Education.

ARTICLE X

VACANCIES AND PROMOTIONS

A. For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position, and a vacancy shall mean an opening occurring anywhere in the system.

B. During the school year, notices of all such vacancies and newly created positions shall be prominently posted in Principals' offices and custodial offices in each school or department, for not less than ten (10) days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least ten (10) days. Notices of such vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open, and instructions for filing application.

C. During a time when school is not in session, notices of all such vacancies and newly created positions shall be given, if possible, to all custodians who have previously expressed interest in such positions and who meet the qualifications thereof.

A custodian may apply for any open position for which he is qualified, at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the Summer. This application should be renewed annually.

Relatives of custodians are eligible for employment in the school system.

D. In filling promotional vacancies to supervisory positions, the Board shall consider the qualifications, background, attainments, and other relevant

factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district.

The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own custodial staff, the filling of vacancies of a promotional or supervisory nature is a prerogative of the Board, and the decision of the Board will be final.

ARTICLE XI

TRANSFERS

A. Since the frequent transfers of custodians from one school to another is disruptive of the educational process and interferes with optimum custodial performance, the parties agree that unrequested transfers of custodians are to be minimized and avoided whenever possible.

B. Any custodian who shall be transferred to a supervisory or executive position and shall later return to a custodial status, shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to supervisory or executive status.

C. While the right of determination to assign or transfer a custodian is vested in the Board, the Board will not assign or transfer a custodian without prior discussion with said custodian, and wherever possible, this transfer will be voluntary.

ARTICLE XII

CUSTODIAL BEHAVIOR

A. Custodians are expected to comply with the rules, regulations, and directions from time to time, adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.

B. The Association recognizes that abuses of leave time or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by a custodian, reflect adversely upon the custodial profession and create undesirable conditions in the school building. Alleged breaches of discipline or of ethics shall be promptly reported to the offending custodian and to the Association. The Association will use its best efforts to assist the administration with the correction of breaches of custodial behavior by any custodian and, in appropriate cases, will join with the Board to institute proceedings against the offending custodian.

C. A custodian shall at all times be entitled to have present, a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in custodial performance.

ARTICLE XIII

PROTECTION OF CUSTODIANS

A. 1. Any case of alleged assault upon a custodian which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. The alleged assault will be promptly investigated by the

Principal or his designated representative, and the appropriate administrator, or his designated representative. These two (2) persons and the Superintendent shall recommend a suitable punishment for the assaulting person(s) to the Board of Education. The Board's decision will be communicated to the custodian concerned.

2. If the assault is by an adult person who is not a pupil, an administrative officer of the Board and the custodian will promptly report the incident to the proper law enforcement authorities.

3. In either case, (pupil or non-pupil adult), the Board will render all reasonable assistance to the custodian in connection with handling of the incident by law enforcement, legal, and medical authorities.

B. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for custodians.

ARTICLE XIV

NEGOTIATION PROCEDURES

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of custodians as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive custodians advantages heretofore enjoyed unless expressly stated herein.

B. Beginning not later than March 1, of the calendar year in which this Agreement expires, the Caro Custodial Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning custodians' salaries and all other conditions of their employment. Any Agreement so negotiated shall apply to all custodians and shall be reduced to writing and signed by the Board and the Caro Custodial Association.

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the negotiations described in this Article have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated, and initialed by the chairman of each party.

F. Each party shall have a spokesman present for each meeting.

G. Each party may keep its own minutes of the negotiation proceedings. No electronic recording devices shall be used to record negotiation discussions.

H. Either party may caucus at any time.

I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

ARTICLE XV

GRIEVANCE NEGOTIATION PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a custodian or group of custodians and/or arising from the language of the Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the C.C.A. will not constitute a grievance.

2. The "aggrieved person" is the person or persons making the claim.

3. The term "custodian" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of the procedure is to secure at lowest level possible, equitable solutions to the grievances of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any custodian with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure:

1. There shall be one or more Association representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. The Building Principal shall be the administrative representative when the particular grievance arises in that building.

D. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. LEVEL ONE

A custodian with a grievance shall discuss it with his immediate Supervisor or Principal; individually; together with his Association Representative; or through the Association Representative.

2. LEVEL TWO

- (A) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing, with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.
- (B) Within five (5) days of receipt of the grievance, the PR & R Committee decides that no grievance exists, and so notifies the claimant, the custodian may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

3. LEVEL THREE

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Custodians shall be informed of a telephone number they may call before 7:00 a.m. or 3:00 p.m. to report unavailability for work. Once a custodian has reported unavailability, it shall be the responsibility of the Building and Grounds Superintendent to make whatever arrangements that are required.

B. The Board will not use a polygraph or lie detector device in any investigation of any custodian.

C. Association members shall conform to established Board policies, regulations, and requirements not contrary to this Agreement.

D. Board will establish a system for emergency telephone communications between schools.

ARTICLE XVII

COMMUNITY SERVICES PROGRAM

The Caro Custodial Association believes that schools exist for the education and well-being of all residents of the school district, regardless of age or station in life.

The Association encourages the organization and development of a Community Services Program that will make full, and comprehensive use of all available school facilities under the direction of a trained, competent Community Education Director.

The Board and Association agree to promote Community Education programs wherever and whenever possible. The following general rules will apply to the operation of all Community Service Programs, conducted within schools maintained by the Caro Custodial Association and the Caro Board of Education.

- A. The Board shall appoint a fully, qualified and certified Community Education Director.
- B. The Community Education Director will provide the Caro Custodial Association with a weekly schedule of events on the Friday prior to each new week. It is anticipated that distribution of such schedules will be suspended from time to time when no events are scheduled, or during regular vacation periods.
- C. The Administration and Community Services Director will work with the Association whenever discipline problems or other Community Education operational difficulties affecting Custodians need solving.
- D. The Association will do whatever possible to keep overtime or other labor costs charged against Board promoted Community Education programs at a minimum.
- E. The Association approves the use of student labor for maintenance duties whenever Community Services Programs require such services. The Association and Board agree that the following rules will apply to the use of student labor.
 1. Students will not be used to effect a reduction in the regular custodial staff.
 2. Students will not be used when the regular custodial staff can complete the work requiring attention within their regular work day or work week.

3. The use of custodial equipment by unskilled students shall be held at a minimum; if students must use equipment, it shall be used under the supervision of a regular custodian or a member of the supervisory staff.
 4. Student labor used under the conditions set forth in this section will be used as supplementary personnel on a part-time or occasional basis for jobs or activities that may be conducted outside the regular custodial work load or schedule.
 5. Student help employed for regular summer custodial work assignments are considered as necessary supplemental custodial employees. Work programs, day and weekly schedules, and work assignments shall not be limited by the provision of this contract.
- F. The Board agrees that Custodians shall not lose any part of their regular 8-hour day, 40-hour week through the employment of student help assigned to the Community Services Program.
- G. The Association agrees to maintain and promote a kind, courteous, and considerate attitude toward persons using school facilities, and to lend assistance whenever needed.
- H. **Board, Association, and Community Services will work toward the minimum number of schedule changes in community services programs.**

ARTICLE XVIII

MATTERS CONTRARY TO AGREEMENT

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting custodians.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all custodians now employed or hereafter employed by the Board.

ARTICLE XIX

AGREEMENTS CONTRARY TO LAW

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 application shall continue in full force and effect.

ARTICLE XX

STRIKE PROHIBITION

A. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize, or support--nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a custodian from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the custodian's duties of employment) for any purpose whatsoever.

B. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XXI

THIRD SHIFT AGREEMENT

The Board and Association agree that negotiations may be re-opened to consider a separate section dealing with wages, hours, and working conditions for Custodians employed for a third-shift program if, and when, such a program is approved by the Board of Education.

The Association agrees that the "re-opener" clause applies only to the question of a new contract section dealing with the establishment of a third shift. Discussion of any part of the then existing, approved contract is expressly prohibited.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement and all of its provisions shall become effective July 1, 1974. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

- (A) Ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose; and
- (B) Approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This Agreement shall continue in full force and effect to and including June 30, 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on July 1, 1974.

Board of Education
Caro Community School System
Tuscola County, Michigan

By: *Thomas C. Bales*
PRESIDENT

Jessie Johnson
SECRETARY

Caro Custodial Association

By: *Melvin Wittkowski*
President, Negotiator

Edward Hile
Negotiator

Robert Moore
Negotiator

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Negotiator

**CARO COMMUNITY SCHOOLS
CUSTODIAL CONTRACT
SCHEDULE A-I**

SALARY SCHEDULES FOR 1974-1976

I. SALARY SCHEDULE FOR 1974-75

A. All New Employees:

	<u>YEARLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Starting Salary:	\$6,800.00	\$130.76	\$3.26
1 year experience:	7,198.00	138.42	3.46
2 years experience:	7,596.00	146.07	3.65
3 years experience:	7,994.00	153.73	3.84
4 years experience:	8,392.00	161.38	4.03
5 years experience:	8,794.00	169.11	4.23

B. All Present Employees:

	<u>YEARLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Six (6) months to 2 years:	\$8,155.00	\$156.83	\$3.92
After 2 years:	8,794.00	169.11	4.23

II. SALARY SCHEDULE FOR 1975-76

A. All New Employees:

	<u>YEARLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
Starting Salary, 0 Experience:	\$7,200.00	\$138.46	\$3.46
1 year experience:	7,639.00	146.90	3.67
2 years experience:	8,078.00	155.35	3.88
3 years experience:	8,517.00	163.79	4.09
4 years experience:	8,956.00	172.23	4.31
5 years experience:	9,395.00	180.67	4.52

B. Present Employees:

	<u>YEARLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>
6 months to 2 years experience:	\$8,701.00	\$167.33	\$4.18
After 2 years experience:	9,395.00	180.67	4.52

SCHEDULE A—II
CARO COMMUNITY SCHOOLS
CUSTODIAL SALARY SCHEDULE 1974—1976
Basic Conditions to the Salary Schedule

I. Work Day & Work Week—including pay rates:

- A. The work day shall be eight (8) hours per day.
- B. The work week shall be forty (40) hours per week.
- C. Time & hours schedules shall be set by the Board of Education upon the recommendation of the Superintendent of Schools and the Building Superintendent. Custodians will be assigned to overtime schedules on a rotating basis. A custodian may apply for overtime service out of his rotation, if he chooses to do so.
- D. Time & one-half (1-1/2) shall be paid for all work over eight (8) hours in one (1) day, and over forty (40) hours in one (1) week. **All overtime shall be calculated upon the custodian's base salary only.**
- E. Double time shall be paid for all hours worked on Sundays, Holidays, and regular vacation days. Saturday will be time and one-half (1-1/2). These rates shall apply to the Board of Education and all outside groups.
- F. "On call" pay & Saturday hours will be as follows:
 - 1. Custodians on "call" shall be paid at the rate of \$2.75 per hour for outside events. The custodian's regular hourly rate shall prevail for actual work performed.
 - 2. Saturday "pay" shall commence at 12:01 a.m. Saturday morning. Custodians who are called out to handle uncovered or unscheduled events shall be guaranteed a 1 hour minimum extra wage payment.
- G. When custodians are requested to take students home, the following procedures shall apply:
 - 1. Day men will take students home during the day; night men will take students home after 3:15 p.m.
 - 2. Custodians from each building will be responsible for children from their own building.

3. Custodians using their own cars for transporting children shall be paid fifteen (\$.15) cents per mile.
4. If delivery of students to homes required the custodians to spend extra time on the job, such extra time shall be paid at the rate of 1-1/2 times the regular pay rate.

H. Custodians shall be credited with 2 hours per day at 1-1/2 times the base salary rate for week end building checks.

II. Vacations:

- A. Custodians with one (1) through four (4) years of experience will be granted two (2) weeks of paid vacation.
- B. Custodians with five (5) through nine (9) or more years of experience will be three (3) weeks of paid vacation.
- C. Custodians with ten (10) years of service or more will be granted four (4) weeks of paid vacation.

III. Experience Allowance:

- A. Custodians will move to a new pay schedule immediately when a new experience level is reached.
- B. Custodians shall receive a maximum of two (2) years outside experience for salary consideration. Such experience must be in another public school as a building custodian. A sum of \$125.00 per year for each year's experience shall be allowed. The experience allowance shall be added to the starting salary for the current contract.

IV. Other Conditions:

- A. All night men shall receive a payment of \$350.00 per year above their regular pay as premium pay for night work.
- B. Building supervisors will receive a payment for supervisory duties of \$450.00 per year in addition to their regular rate.
- C. Custodians who resign and (at some later date) seek re-employment with the Caro Board of Education, shall lose all seniority rights, vacation time, and leave time that may have been accrued during his or her previous term of employment.

Former custodians, re-employed by the Board, shall start at step one (1) of the salary schedule. A sum of \$125.00 per year for each year of full-time custodial experience will be granted in addition to the current starting salary. Maximum years experience allowed - 5 years.

SCHEDULE A—III
EFFECTIVE DATES—SALARY ADJUSTMENTS *
AND
CUSTODIAL SALARY SCHEDULE 1974—75

PRESENT EMPLOYEES (71-74)

<u>STEP</u>	<u>SALARY</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF NEXT STEP</u>
I. Beginning Pay up to six months	\$6,800.00		
II. Six Months to Two (2) Years	\$8,505.00	July 1, 1973 Mike Hov	July 1, 1975
	\$8,505.00	July 1, 1973 Ross Smith	July 1, 1975
III. After two (2) years	\$9,144.00	March 16, 1970 Robert Moore	Receiving Top Salary
	\$9,144.00	July 14, 1969 Berton Curry	Receiving Top Salary
	\$9,144.00	August 27, 1968 Victor Nusz	Receiving Top Salary
	\$9,144.00	April 1, 1968 Melvin Witkovsky	Receiving Top Salary
	\$9,144.00	September 7, 1965 Jay Wisenbach	Receiving Top Salary
	\$9,144.00	June 18, 1962 George Nusz	Receiving Top Salary
	\$9,244.00	August 25, 1958 Harland Hile	Receiving Top Salary
	\$8,794.00	August 25, 1958 Paul Kittles	Receiving Top Salary
	\$9,594.00	June 27, 1966 Gerald Freshney	Receiving Top Salary
	\$9,244.00	June 15, 1966 Ben Watson	Receiving Top Salary

*Includes allowances for night men and supervision (See personal contracts).

SCHEDULE A-III
EFFECTIVE DATES-SALARY ADJUSTMENTS *
AND
CUSTODIAL SALARY SCHEDULE 1975-76

PRESENT EMPLOYEES (7-1-74)

<u>STEP</u>	<u>SALARY*</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF NEXT STEI</u>
I. Beginning Pay up to six months			
II. Six months to 2 years			
III. After two (2) years	\$9,745.00	July 1, 1973 Mike Hov	July 1, 1975
	\$9,745.00	July 1, 1973 Ross Smith	July 1, 1975
	\$9,745.00	March 16, 1970 Robert Moore	Receiving Top Salary
	\$9,745.00	July 14, 1969 Berton Curry	Receiving Top Salary
	\$9,745.00	August 27, 1968 Victor Nusz	Receiving Top Salary
	\$9,745.00	April 1, 1968 Melvin Witkovsky	Receiving Top Salary
	\$9,745.00	September 7, 1965 Jay Wisenbach	Receiving Top Salary
	\$9,745.00	June 18, 1962 George Nusz	Receiving Top Salary
	\$9,845.00	August 25, 1958 Harland Hile	Receiving Top Salary
	\$9,345.00	August 25, 1958 Paul Kittles	Receiving Top Salary
	\$10,195.00	June 27, 1966 Gerald Freshney	Receiving Top Salary
	\$9,845.00	June 15, 1966 Ben Watson	Receiving Top Salary

*These totals include night and supervision pay.