

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

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, 547A, 547B, and 547C, AFL-CIO, here-
inafter referred to as the "Union".

Carsonville - Port Sanilac School District

I. U. O. E.
13020 Puritan Avenue
Detroit, Michigan 48227

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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; 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. Check Off

The Employer shall deduct the Union dues or service fees bi - monthly from each union members 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 that is 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

MANAGEMENTS RIGHTS

The Employer shall have the right to the normal functions of management, including the right to establish job descriptions, establish work

rules, hire, promote, transfer, lay-off, or to suspend, discharge or demote employees for just cause, subject, however, to the employees right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

(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 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

STEWARDS

(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, providing 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 Sixty (60) calendar days taken from and including the first day of employment, except as herein provided. If at any time prior to the completion of the Sixty (60) 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 a 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 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 days time period, the position shall then be considered an open position and posted for bidding from interested employees.

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 of the necessity therefor, and provided further that he supplies the Employer with a certificate from a Medical or Osteopathic Doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence 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 Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee 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 herein before 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 procedure 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 provision 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.

^{TWO}
~~STEP~~ (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 griev-

ance 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 it's decision within ten (10) working day's of said meeting. Any appeal of the decision rendered by the Board of Education shall be made within fifteen (15) calendar days.

Step Four.

(a) If the Union so requests, the Board of Education or it's designated representatives will meet further with the Union to consider any other methods of settlement, which might be mutually agreed upon between

the parties, including advisory private (non-governmental) mediation, or advisory arbitration.

(b) The procedure herein provided shall not prohibit the Union from recourse to normal mediation as provided by Michigan State Law.

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 120 hours thereafter.

(b) The normal work day for all full-time employees shall be eight (8) consecutive hours, excluding the unpaid lunch period.

Section 2. Overtime Rates Will Be Paid As Follows:

(a) Time and one-half ($1\frac{1}{2}$) 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 work week, for which overtime has not already been earned.

(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 ($1\frac{1}{2}$) his regular rate 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 3:00 p. m. and 11:30 p. m. will receive a shift differential of five cents (.05¢) per hour for all hours worked that day. The current working hours shall remain in effect during the term of this Agreement.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave.

(a) Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one-half ($\frac{1}{2}$) day per month with a maximum accumulation of twenty-four (24) days.

(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.

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

(c) Records of sick leave accumulation and taken shall be available to the employee, or the Union upon request.

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, which shall 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 and father in-law.

ARTICLE XII

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 Day

Labor Day

Memorial Day

Thanksgiving Day

July Fourth

Christmas Day

(b) Each employee covered by this Agreement shall be released from work at Noon (12:00) on both New Year's Eve Day (December 31st) and Christmas Eve Day (December 24th), but shall be paid their normal day's pay for these days.

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

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

(e) 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 employee and the Employer.

(f) 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.

ARTICLE XVIII

INSURANCE PROTECTION

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

(a) The Board shall pay the following rates toward the employee's health care protection for a full twelve (12) month period. Individual subscriber \$23.08 per month, two (2) person subscriber \$51.93 per month, and full family subscriber \$57.61 per month. The insurance carrier or carriers shall be selected at the approval of the Board. If the Union wishes to further improve the health care coverage, the Board shall make the necessary payroll deductions to cover the cost of such improved coverage.

(b) Employees not wishing health care protection may apply the equivalent of an individual employee's premium (\$23.08) toward group auto insurance. Premiums will be paid to the carrier only.

ARTICLE XIX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks vacation with pay.

(b) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth $1/12$ of the vacation pay for each month or major fraction thereof between his 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 classification, and is covered by this Agreement, shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement, based on the hours the employee works for the Employer.

ARTICLE XXI

JURY DUTY

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

ARTICLE XXII

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIV

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 groups 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 tribunal or 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 XXV

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until JUNE 30, 1976.

(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, 13020 Puritan Ave., Detroit, Michigan 48227 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) The effective date of this Agreement is February 17, 1975.
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, 547A, 547B

and 547C, AFL-CIO

Clare J. Touchette

Robert B. Ross
Business Manager

Donald G. Thomas

Richard Gammel
President

L. Barbara Wolfe

J. A. Jordan
Secretary

Edward J. O'Mara

SCHEDULE A
SALARY SCHEDULE

Effective February 17, 1975

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian	\$2.80	\$3.00

Effective July 1, 1975

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian	\$2.80	\$3.00

The Board of Education agrees to pay the legally specified contribution to the Michigan Public School Employees retirement system.

SCHEDULE B
LETTER OF AGREEMENT

Effective February 17, 1975:

(a) It is hereby agreed that Mr. Glen Molesworth shall be paid in a single installment a total amount of one-hundred and fifteen dollars (\$115.00).

(b) It is further agreed that in recognition of their length of service with the Board of Education, Mr. Glen Molesworth and Mrs. Betty Bingle shall be credited with five (5) additional sick leave days in their individual sick leave bank.