

A G R E E M E N T

6-30-73

Clinton

between

CLINTON COMMUNITY SCHOOLS, hereinafter referred to as the "Employer",

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A,

547B and 547C, AFL-CIO, hereinafter referred to as the "Union".

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 conditions of employment.

ARTICLE II

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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 rates of pay, wages, hours of employment and other conditions of employment.

(b) The term "employee" as used herein shall include all Building Engineers and Custodians, employees of the Employer.

Section 2. Union Security.

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those presently employed who are not members of the Union on the effective date of this Agreement or any employee hired on or after the effective date of this Agreement, shall be required as a condition of employment to either become and remain a member of the Union in good standing or pay to the Union a service charge as a contribution toward the administration of the Agreement in an amount equal to the initiation fee and dues as charged all other respective members of the Union on

Clinton Community Schools
341 East Michigan Avenue
Clinton, Michigan 49236

or before the Ninety-first (91st) day following the effective date of this Agreement or on or before the Ninety-first (91st) day following the beginning of such employment, whichever shall be sooner.

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

(c) Either party to the Agreement shall have the right to reopen negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) calendar days written notice.

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

(e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

Section 3. Check Off.

(a) The Employer shall deduct the initiation fee and Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the Fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues as and when deducted shall be kept separate from the Employer's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

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, color, religion, sex, age or national origin.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

(a) The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, including dismissal or demotion or transfer of all such employees.
3. To determine work load, hours of employment and the duties and responsibilities, and assignment of employees covered under this Agreement.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms of this Agreement and then only to the extent such express and specific terms hereof are not in conflict with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purposes 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 VI

STEWARDS

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

(b) Reasonable arrangements will 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.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority list for the purposes 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 VII

SAFETY PRACTICES

(a) 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, which are not recognized as a part of the employee's normal job.

(b) The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VIII

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. This limitation does not apply to student clean-up committees or N.Y.C. or work study programs, provided there is no discrimination against employees covered by this Agreement.

ARTICLE IX

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

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for Ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the Ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

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

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

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

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

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

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be furnished in writing to the employees covered by this Agreement within one (1) pay period and the employees shall be given five (5) working days time in which to make application 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.

(b) Any employee within the bargaining unit who is temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

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

ARTICLE XII

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 pay rate shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing to the Employer to negotiate the classification and pay rate. The negotiated pay 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 the resolving of the matter through the grievance procedure, the new classification and rate of pay shall be added to and become a part of Schedule A of the Agreement.

ARTICLE XIII

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, with the employee having the right to defend himself against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes 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 Employer's rules.

ARTICLE XIV

LEAVE OF ABSENCE

Definition: The Board or its representative may, upon written application, grant a Leave of Absence for a period not to exceed one (1) year (which may be extended by mutual agreement between the parties), without loss of seniority, as specified herein:

(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 for the duration of such disability, 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 shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(c) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer with a certificate from her physician stating the approximate date of delivery. Such statement shall indicate the length of time she may continue to perform her normal job duties. With her physician's approval, she may be allowed to work until three (3) months before the expected date of delivery. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally, an employee shall be expected to return to work three (3) months after delivery, unless a doctor's certificate is furnished to the Employer establishing the fact that she is not able to return to work at that time.

(d) 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.

(e) 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 makes written request for such leave of absence immediately upon receiving his orders to report for such duty.

(f) Any employee in the bargaining unit who is elected or appointed to full time position or office into the Union whose duties require his absence from work shall be granted a leave of absence for one term of such office, which may be extended upon mutual agreement between the parties.

(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 retained by the Employer, a copy furnished to the employee and a copy sent to the Union.

(h) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall be entitled to resume his regular seniority status and all job and recall rights, with such employee accumulating seniority during his leave of absence. 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 Employee and the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

Step One.

- (a) An employee having a grievance shall present it orally to his Supervisor.
- (b) The Supervisor shall discuss the grievance with the employee.

(c) If the grievance is not settled orally, the employee or his Supervisor, within twenty-four (24) hours, must request a meeting with the Steward to discuss the grievance.

Step Two.

(a) The Steward must then within twenty-four (24) hours of the oral discussion with the Supervisor, submit the grievance in writing to the Building Principal.

(b) The Building Principal shall then within forty-eight (48) hours, meet with the Steward to discuss the grievance.

(c) The Building Principal shall then give his decision in writing relative to the grievance within forty-eight (48) hours of his meeting with the Steward.

(d) In the event the Building Principal is not available, the grievance shall be processed at Step 3.

Step Three.

(a) Any appeal of a decision rendered by the Building Principal shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the Building Principal.

(b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Building Principal was not satisfactory.

Step Four.

(a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

Step Five.

(a) If the decision of the Superintendent of Schools is not satisfactory to the appealing party, an appeal must be presented in writing within five (5) working days of the receipt of the decision of the Superintendent of Schools to the Board of Education.

(b) The appeal must be in writing and state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than Thirty (30) calendar days from the date of the receipt of the appeal.

(d) The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six.

(a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of the written decision being rendered by the Board of Education, the grievance must be submitted to Arbitration.

(b) The appealing party 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 party shall in that order alternately eliminate one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

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

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

(e) 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.

(f) The fees and the expenses of the Arbitrator shall be borne equally by the parties.

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

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

ARTICLE XVI

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 shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.

Section 2. 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) 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.

Section 3. Call Back.

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

Section 4. Shift Differential.

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 3:30 p.m. and 12:00 midnight will receive a shift differential of five cents (5¢) per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 11:30 p.m. and 8:00 a.m. shall receive a shift differential of ten cents (10¢) per hour for all hours worked that day.

Section 5. Distribution of Overtime.

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, provided they are qualified to perform such work.

Section 6. 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.

ARTICLE XVII

PAID LEAVE

Section 1. Sick Leave.

(a) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual sick leave bank which shall be accumulative to 100 days.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness or injury. Emergency medical, dental, or optical examination or treatment shall be allowed.

(c) Emergency Leave: Each employee covered by this Agreement shall be granted a maximum of two (2) days for emergency illness of members in his immediate household.

(d) All employees covered by this Agreement shall be furnished with a record of sick leave accumulated and taken on or about July 1st of each year.

(e) Upon separation or retirement from the Employer, the employee shall be paid at the rate of Ten Dollars (\$10.00) per day for each of his unused accumulated sick leave days, retroactive to 1967, after five (5) years of continued service in the District.

Section 2. Funeral Leave.

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to include wife, husband, children, parents, in-laws, and grandparents. Additional time off with pay for traveling to said funeral may be granted.

Section 3. Personal Business Days.

All employees covered by this Agreement shall be entitled to a total of two (2) days for personal emergency and/or business leave.

Section 4.

All paid leave days shall be deducted from the employee's accumulated leave bank.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal days pay for the following holidays, even though no work is performed by the employees.

New Year's Eve Day	Thanksgiving Day
New Year's Day	The Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	Good Friday

(b) Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation or sick leave on any of the above 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.

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

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

ARTICLE XIX

HOSPITALIZATION

The Employer shall pay an amount not to exceed thirty-five dollars (\$35.00) per month toward the cost of either Blue Cross-Blue Shield (MVF-1 Semi-Private) or MEA Super Medical Hospitalization Insurance for the employee and his dependents.

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement who have completed one year of service shall receive one week vacation with pay; employees who have completed two years of service shall receive two weeks vacation with pay; after seven years of service, three weeks vacation with pay.

(b) To be eligible for a vacation, an employee must have worked eighty per cent (80%) of his regularly scheduled working hours.

(c) Employees terminating employment 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 XXI

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 service.

ARTICLE XXII

BENEFITS

It is agreed between the parties that in the event that an employee works less than the established hours in his classification and is covered by this Agreement, he 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 XXIII

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

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 supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement 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 XXVI

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until JUNE 30, 1973.

(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 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) Days written notice prior to the current year of termination.

(c) If either party desires to modify this Agreement, it shall, Ninety (90) Days prior to the termination date, give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on Ten (10) 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 addressed to the Union, the International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227; and if to the Employer, addressed to Clinton Community Schools, 341 East Michigan Avenue, Clinton, Michigan 49236, or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is JULY 1, 1972.

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

CLINTON COMMUNITY SCHOOLS

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

President

Business Manager

Secretary

President

Superintendent

Corresponding Secretary

APPENDIX

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1972:

<u>Classification</u>	<u>Probationary Rate (90 Days)</u>	<u>Base Rate</u>
Building Engineer	\$3.93	\$4.43
Custodian	\$2.96	\$3.46