

June 30, 1975

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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Dorothy Ann Schenkels

I.U.O.E.
13020 Puritan
Detroit 48227

A G R E E M E N T

between

THE DEXTER AREA SCHOOL, 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 and working conditions.

ARTICLE II

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all non-supervisory Maintenance Men and Custodial employees of the Employer.

Section 2. Agency Shop

(a) It shall be a condition of employment that all employees of the Employer who are covered by this Agreement and who are members of the Union in good standing on the effective date of

the Agreement shall remain members in good standing for the duration of this Agreement.

(b) It shall also be a condition of employment that all employees hired on or after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to either become and remain a member of the Union in good standing for the duration of this Agreement or pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to the initiation fee and dues as charged all other respective members of the Union on or before the Ninety-first (91st) Day following the effective date of this Agreement or on or before the Ninety-first Day following the beginning of such employment, whichever shall be sooner.

(c) 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 applicable to other members of the Union covered under this Agreement, provided that the Union may refuse membership only when the employee has been previously disciplined or suspended by the Union. In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

(d) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have changed by giving the other party thirty (30) days written notice.

Section 3. Check Off

(a) The Union shall submit to the Employer a statement of the amounts due to the Union by each employee for the Union dues, 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 held. The Employer shall then deduct the amount due 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 which deductions were made, together with a listing of each employee for whom said deductions were made.

(b) The Employer will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment the Union agrees to properly refund such monies as soon as practical.

(c) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Section and agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon claims made by the Union or a Local that an employee must be discharged because he is not a member of the Union in good standing.

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 areas 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, sex, age, religion or national origin.

ARTICLE IV

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances; provided, that said observation shall not be in areas or in a manner which would be detrimental to the management and function of the school and its students.

ARTICLE V

MANAGEMENT RIGHTS

(a) The Union specifically recognizes that the Employer shall have the exclusive right to manage and control the school district's business, its equipment, its operations and shall retain the right to direct its employees including, but not limited to, except by the terms of this Agreement, the right to hire, promote, transfer, suspend, lay-off, demote or discharge employees for just cause

and to direct the work, including the means of performing it and the number of employees to perform it, 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 VI

JURISDICTION

Employees of the employer not covered by this Agreement may temporarily perform work covered by this Agreement only for the purposes listed below and subject to the conditions listed below.

- (a) The Maintenance Supervisor(s) may continue to perform the duties he has historically performed.
- (b) The employer may hire temporary or substitute help for a period of ninety (90) days per need or incident during non-school session days.
- (c) The employer may hire students to perform work in the event that an employee covered by this Agreement is absent from his duties.
- (d) The employer shall retain the right to appoint persons not covered by this Agreement who are employees of the school district to fulfill the requirements of making school facilities available for the Community Education program.
- (e) The employer agrees not to hire persons not covered by the terms of this Agreement as a means to undermine the Union or its members.

ARTICLE VII

CONTRACTUAL WORK

The right to contract or sub-contract is vested in the Employer. The right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor in the event of additional facilities shall contracting be used.

ARTICLE VIII

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. The Union shall notify the Employer of the identity of the steward immediately upon his selection.

(b) Reasonable arrangements will be made to allow the steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after receiving approval from his supervisor.

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

ARTICLE IX

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 employees normal jobs.

(b) The employee will also be expected to inform the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

(c) The Employer, once notified 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 a hazard to the employee(s).

ARTICLE X

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during their term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

ARTICLE XI

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 any time prior to 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 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) Employees shall be laid off, recalled or demoted according to their seniority in their classifications. 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.

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

1. He resigns.
2. He is discharged for cause.
3. He is laid off for a period of one (1) year.

(e) Seniority shall continue within the bargaining unit to accumulate for an employee who is transferred to a supervisory position, with the supervisory employee having the right to exercise his seniority within the bargaining unit if he previously was in a classification covered by this Agreement.

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

ARTICLE XII

DISCIPLINE DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated cases with the employees having the right to defend themselves 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 disciplinary action shall include, but shall not be limited to the following: drunkenness, dishonesty, insubordination, theft, moral turpitude and willful or repeated violation of Employer's rules which shall be made known to the employee.

ARTICLE XIII

NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not specifically described or properly evaluated in an existing job description, specifications, classifications, the Employer has the right to develop and establish such new or revised job description, specifications, classifications, rates of pay to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

(b) The Employer will notify the Union in writing of such new or changed jobs, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate.

ARTICLE XIV

TRANSFERS 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, if 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 temporarily transferred for more than one (1) full working day shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(c) Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agreed to extend beyond the thirty days, the position shall then be considered an open position and be posted.

ARTICLE XV

LEAVE 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, shall be given a leave of absence without loss of seniority and shall be without pay for a reasonable period of time, provided he promptly notifies the Employer of the necessity therefore 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 without pay and without loss of seniority, shall be granted for reasonable periods of time for physical or mental illness, or prolonged serious illness in the immediate family. (Immediate family includes husband, wife, children or parents living in the same house.)

(c) Leaves of absence without pay and without loss of seniority, shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

(d) 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 of the approximate date of delivery and stating any restrictions on the nature of work she may be able to perform and the length of time she may continue to work. With her physicians' 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 without pay. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work. A maternity leave of absence shall not exceed nine (9) months, except when mutually agreed. If the leave of absence has been properly applied for in the manner stated herein, there will be no loss of seniority for the period of time covered by the leave of absence.

(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 without pay and without loss of seniority, 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 employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to a full-time position or office in the Union whose duties require his absence from work may request a leave of absence without pay for the term of such office or position. If granted, he shall accumulate seniority during his term of office or position and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of such application furnished to the applying employee, the Employer and the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XVI

GRIEVANCE PROCEDURE - DEFINITION

(a) A grievance shall be defined as an alleged violation, misinterpretation, or missapplication of the express terms of this Agreement.

(b) The time elements in the steps can be shortened or extended upon mutual agreement between the parties.

(c) Working days shall be defined as Monday through Friday, excluding paid holidays.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

(e) Any employee grievance or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One.

A. An employee having a grievance shall present it orally to his immediate supervisor.

B. The immediate supervisor shall discuss the grievance with the employee.

C. If the grievance is not settled orally, the employee or his immediate supervisor, within two (2) working days, may request a meeting with the steward to discuss the grievance.

Step Two.

A. The steward may then, within twenty-four (24) hours of the oral discussion with the employee and the supervisor submit

the grievance in writing to the Building Principal.

B. The Building Principal or his designee shall then, within five (5) working days, meet with the steward and the employee to discuss the grievance.

C. The Building Principal or his designee shall then give his decision in writing within two (2) days of his meeting with the steward and the employee.

Step Three.

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

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

C. The Superintendent or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) days following receipt of the appeal.

D. The Superintendent of Schools or his designee 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 Four.

A. If the decision of the Superintendent of Schools or his designee is unsatisfactory, an appeal must be presented in writing within five (5) working days to the Board of Education.

B. The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

Step Five.

A. The Board of Education or a committee thereof shall meet with a Business Representative of the Union at a time mutually agreeable to both parties.

B. The Board of Education shall give a 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. Arbitration

A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) days, the grievance may be submitted to arbitration.

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

C. The Arbitrator shall not have jurisdiction to add 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.

D. The Arbitrator, the Union or the Employer may call any

employee as a witness in any arbitration hearing and each party shall be responsible for the expenses of the witnesses they may call.

E. The fees and expenses of the Arbitrator shall be shared equally by both parties.

F. The Arbitrator shall render his decision within thirty (30) days from the closing of the Arbitration record.

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

ARTICLE XVII

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 11:00 p.m. Sunday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours exclusive of an unpaid lunch period.

Section 2.

Overtime rates will be paid as follows:

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

(b) The Board may request the employee to report to work early on a normal working day, and if agreeable to the employee, the time and one half (1-1/2) pay provision shall not be applicable for the regular eight (8) hour working shift.

(c) Time and one-half (1-1/2) will be paid for all hours worked on Sunday provided that the employee has been notified of the need to work on Sunday a minimum of forty-eight (48) hours ahead of time. Double time will be paid for Sunday hours when forty-eight (48) hours notice of the need to work is not given.

Section 3. Call in Pay

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 or a minimum of three (3) hours pay at his straight time hourly rate, whichever is greater.

Section 4. Distribution of Overtime

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

Section 5. Rest Periods.

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

ARTICLE XVIII

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 (1) day per month and shall be accumulative to seventy-five (75) 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 medical, dental or optical examination or treatment. Up to two (2) days of sick leave shall be granted to each employee covered by this Agreement for personal illness for the members of the employee's family which require the care and attendance of the employee. Such members of the family must reside in the employee's household.

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

Section 2. Funeral Leave.

All employees covered by this Agreement shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. Immediate family shall include father, mother, wife, husband, son, daughter, brother, sister, father-in-law, and mother-in-law. Two additional days, to be deducted from sick leave, may be granted when necessary for travel to and from the funeral.

Section 3. Personal Business Days.

Each employee covered by this Agreement shall be granted two personal business days per year, which shall be non-cumulative. The purpose of this leave is to relieve the employee of financial hardship in situations over which they have no control.

1. Personal business means an activity that requires the employee's presence during the working day and is of such nature that it cannot be attended to during another time of the day.
2. Application for personal business leave must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency when a shorter notice may be acceptable.

Section 4. Terminal Leave

(a) In appreciation for services rendered to the school district, a Terminal Leave payment of \$50 for each year of Dexter School service will be paid provided the employee shall have been employed in the Dexter Community Schools for ten (10) years and upon retiring while an employee at Dexter.

(b) In the event that the above amount of terminal pay is increased to any other employee group during the life of this Agreement, the employees covered by this Agreement shall receive the same benefit.

ARTICLE XIX

HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employees:

Patriot's Day	Thanksgiving Day
New Years Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	
Labor Day	

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

(c) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday, or he shall receive eight (8) hours pay for the holiday.

(d) The employee must work his scheduled day before and after a holiday to be eligible for holiday pay.

(e) When the scheduled holiday falls on a Saturday the employee shall receive the Friday prior to the holiday off with pay. In the event the holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If the Friday before the holiday, or the Monday after the holiday are school session days, the Employer shall either pay the employee the holiday pay or grant a day off to the employee for the holiday on a date that is mutually acceptable to the employee and the Employer.

ARTICLE XX

VACATIONS

(a) Employees employed at least ten (10) months, but less than one (1) year prior to July shall be granted five (5) days vacation with pay. Employees employed longer than one year shall be granted ten (10) days of paid vacation. Employees employed longer than six (6) years shall be granted fifteen (15) days of paid vacation. Employees employed longer than twelve (12) years shall be granted twenty (20) days of paid vacation. Vacation time shall be taken after school closes in June for the summer vacation and prior to the third week of August and shall be arranged with the immediate supervisor. Requests to take vacations at other times may be made in writing to the employees' supervisor and shall be approved if convenient for the Employer.

(b) To be eligible for vacation an employee must have worked eighty (80%) percent of his regularly scheduled work hours.

(c) Employees terminating employment or on a leave of absence shall receive their pro rata vacation allowance based upon 1/2 of the vacation pay for each month or major fraction thereof between

his anniversary date and his termination date.

ARTICLE XXI

INSURANCE

(a) The employer shall pay the cost of the Blue Cross-Blue Shield (MVF-1 Semi-Private) for all full-time employees (40 hours per week) and their eligible dependents, provided the employee is not covered by health insurance with another group.

(b) Eligible employees may choose not to participate in the above hospitalization insurance plan and may receive instead \$144 per year at the rate of \$12 per month for M.E.A. Income or Life Protection benefits or other Employer approved insurance plans.

ARTICLE XXII

JURY DUTY

Employees required to appear for jury duty 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, provided that the employee and Employer are unable to get the employee excused from such duty.

ARTICLE XXIII

UNIFORMS

The Employer shall make available to the Maintenance Men coveralls, which can be used by the Maintenance Men as the needs would warrant.

ARTICLE XXIV

BENEFITS

It is agreed between the parties that any employee who works less than the established hours on his regular assignment and is covered by this Agreement shall be entitled to a pro-rata portion of all

benefits as provided under this Agreement, based upon the following criteria.

1. More than thirty (30) hours per week - Full benefits.
2. More than ten (10) hours per week, but less than thirty (30) hours per week - 1/2 benefits.
3. Ten (10) hours or less per week - no benefits.

ARTICLE XXV

WORKMEN'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under the Workmen's Compensation; provided that said employee reimburses the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he receives sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Employer.

ARTICLE XXVI

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. (Provided we can agree on classifications)

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of 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 any tribunal or competent jurisdiction, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements 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 XXVIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIX

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1975.

(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 or change this Agreement it shall ninety (90) days prior to the termination date, or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment 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 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. International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227; and if to the Employer Dexter Area Schools, Baker Road, Dexter, Michigan 48130; or to any other address the parties may make available to each other.

(e) The effective date of this Agreement is July 1, 1973.

In witness whereof the parties hereto have caused this instrument to be executed.

Dexter Community Schools
Board of Education

International Union of
Operating Engineers, Local
#547, 547A, 547B, and 547C,

AFL-CIO

Joseph Schnebelt
President

Robert B. Ross
Business Manager

Doris Waggoner
Secretary

Richard Rummel
President

James D. Gray
Superintendent

JO Jordan
Secretary

SCHEDULE A
SALARY SCHEDULE

Effective July 1, 1973

	GENERAL MAINTENANCE	HEAD BUILDING CUSTODIAN- MAINTENANCE	CUSTODIAN
PROBATIONARY	3.55	3.30	3.10
90 DAYS	3.85	3.60	3.40
BASE RATE (1 YEAR)	4.20	3.90	3.70

Effective July 1, 1974

PROBATIONARY	3.75	3.50	3.30
90 DAYS	4.05	3.80	3.60
BASE RATE (1 YEAR)	4.40	4.10	3.90

It is hereby agreed between the parties that a probationary employee who is hired after July 1, 1973 shall receive no sick leave days or paid holidays during his probationary period.

JOB DESCRIPTION

Custodian

1. The custodian shall perform the usual custodial duties, such as but not limited to floor sweeping, mopping, stripping, waxing, buffing, dusting, washing, scrubbing walls, ceilings, furniture, fixtures, windows, operating and maintaining heating, ventilating and other similar equipment. He shall do grounds work as required such as policing grounds, mowing, weeding, cultivating, fertilizing, and marking playfields. His duties shall include minor and routine maintenance of equipment, furniture, windows, building parts. He will be responsible for loading and unloading trucks, moving supplies, equipment, disposing of trash, and shoveling snow. He will promptly report malfunctions of equipment and will assist in requisitioning supplies.
2. In periods of school vacation he may be required to work in the area of maintenance.
3. He shall be physically vigorous enough to perform the required work.
4. He shall have good moral habits.
5. Be able to read, write, and follow instructions.
6. He shall show a positive and cooperative attitude toward working with other employees, students and the public.
7. Exhibit positive attitudes and pride in his assignment, the appearance of his building and/or equipment.
8. He shall be able to initiate, work at and complete tasks without close supervision.
9. He shall maintain the custodial closets and store rooms and keep them in good order.

10. He shall perform such other duties as assigned by his supervisor.
11. He shall be responsible to the Principal and Maintenance Supervisor through the Head Building Custodian.

JOB DESCRIPTION

General Maintenance

1. The maintenance man will work closely with the supervisor and will be expected to work throughout the school system wherever the need arises.
2. He shall be responsible for maintenance to any and all school buildings and equipment as assigned. Some typical examples include but are not limited to the following:
 - a. Installing glass and finishing casings.
 - b. Laying flooring
 - c. Hanging doors
 - d. Installing interior trim.
 - e. Repairs to roofs, furnitruue, doors, windows, screens and other parts in the building.
 - f. Building forms for concrete construction work.
 - g. Building and/or repairing shelves, bins, screens, fences, tool boxes.
 - h. Repairing holes and cracks in plaster.
 - i. Mixing, preparing and applying new plaster.
 - j. Mixing and placing concrete for repairs to sidewalks, driveways, floors and steps.
 - k. Painting and preparing surfaces for painting.
 - l. Repairing, installing, or replacing steam pipes, stop valves reducing valves, traps, radiators, gauges and other accessories and fittings.
 - m. Grinding and replacing valves, replacing pumps and other plumbing repairs.
 - n. Work on general repairs and maintenance of boilers.

- o. Covering steam or hot water pipes with insulating material.
3. He shall be physically vigorous enough to perform the required work.
4. He shall have good moral habits.
5. He shall be able to read, write and follow instructions.
6. He shall be able to direct the work of other personnel who may be assisting in maintenance tasks.
7. He shall show a positive and cooperative attitude toward working with other employees, students and the public.
8. He shall be able to initiate, work at and complete tasks without close supervision.
9. He shall perform such other duties as he is assigned.
10. He shall be directly responsible to the Maintenance Supervisor and through him to the Superintendent of Schools.

JOB DESCRIPTION

Head Building Custodial-Maintenance

1. Handle the operation and general maintenance of all equipment in his building.
2. Display initiative in maintaining the operation and appearance of his building.
3. Assume leadership and responsibility in satisfactorily laying out the work with others and communicating with others concerning their work responsibility.
4. Properly initiate requisitions to adequately maintain supply levels of custodial and maintenance materials in his building.
5. Be physically vigorous enough to perform the work required.
6. Have good moral habits.
7. Be able to read, write and follow instructions.
8. Show a positive and cooperative attitude in working with students, fellow employees and the public.
9. Exhibit a positive attitude of pride in his assignment, the appearance of his building and/or equipment
10. Be able to initiate, work at an complete tasks without close supervision.

11. He will perform the usual custodial duties (both inside and outside the building) as required.
12. He is responsible for reporting regularly to his supervisor in regard to the condition and needs in his building.
13. He shall perform such other duties as assigned by his supervisor.
14. He shall be directly responsible to the Principal and the Maintenance Supervisor.