

6/30/95

A G R E E M E N T

between

CARROLLTON PUBLIC SCHOOL DISTRICT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 547, 547A, 547B and 547C

1991-1995

Carrollton Public School District
Carrollton, Michigan

Carrollton Public School

*Currently being
negotiated.*

Brenda

TABLE OF CONTENTS

	<u>PAGE</u>
Article I - Purpose	1
Article II - Non-Discrimination	1
Article III - Recognition	1
Article IV - Union Security and Check-Off	2
Article V - No Strike	3
Article VI - Board's Rights	4
Article VII - Discipline and Discharge	5
Article VIII - Seniority	6
Article IX - New Jobs and Transfers	7
Article X - Leaves of Absence	9
Article XI - Grievance Procedure	13
Article XII - Holidays	16
Article XIII - Vacations	17
Article XIV - Jury Duty	18
Article XV - Premium Pay	18
Article XVI - Visitation	19
Article XVII - Waiver Clause	19
Article XVIII - Savings Clause	20
Article XIX - Foul Weather Days	20
Article XX - Insurance	20
Article XXI - Contractual Work and Jurisdiction	22
Article XXII - Termination and Modification	22
Appendix "A" - Wages	25
Cleaner Helper Position	25
Sick Leave Payoff	26

A G R E E M E N T

Entered into this 1st day of July, 1991, between the Board of Education, Carrollton Public School District, hereinafter referred to as the "Board," and the International Union of Operating Engineers, Local 547, 547A, 547B and 547C, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

ARTICLE II

NON-DISCRIMINATION

The Board 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 not to discriminate against any person or persons because of race, sex, creed, color, age or national origin.

ARTICLE III

RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time custodians, cafeteria employees and physical plant/mechanic, excluding supervisors, students, head cooks and co-ops and all other school personnel.

ARTICLE IV

UNION SECURITY & CHECK-OFF

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty (60) calendar days of the effective date of this Agreement, or within sixty (60) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within sixty (60) days after receipt of written notice of such default delivered to the Employer by the Union.

If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

The Union agrees that 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.

The Employer agrees that, upon hiring any new permanent employees who are covered by this Agreement, the Employer shall advise the Union of the name and date of hiring.

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each to the Union office no later than the month following the month in which such deductions were made.

Such fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the International and the Local #547 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

The Union agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or System's compliance with the provisions of this Addendum.

ARTICLE V

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The

Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any member take part in any strike, slow-down or stoppage of work, boycott, picketing or any other interruptions of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE VI

BOARD'S RIGHTS

- 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 and of the United States, including, but without limiting, the generality of the foregoing:
1. To the executive management and administrative control of the School System and its properties and facilities and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices and furtherance thereof and the use

of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express term thereof are in conformance with the laws and Constitution of the State of Michigan and the United States.

- C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE VII

DISCIPLINE AND DISCHARGE

- A. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward 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.

The discipline or discharge of a probationary employee shall not be subject to the grievance procedure.

- C. Employees shall be subject to discipline for violation of reasonable rules and regulations adopted by the Board and made available to all employees.
- D. All dismissals and suspensions shall be without pay and no suspension shall be effective for a period of more than ten (10) days without the approval of the Board or its designated representative.

ARTICLE VIII

SENIORITY

- A. New employees will be considered as probationary employees until the employee has worked sixty (60) days during the school year within a six (6) month period of time. After completion of the probationary period, the employee will be considered as a regular employee and his seniority will start as of his date of hire. Time spent as a substitute in any position under this contract shall not count for seniority purposes.
- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement and the Union on or before July 1 of each year and such lists shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
 - 1. If the employee quits.
 - 2. If the employee is discharged and the discharge is not modified or changed.
 - 3. If the employee is absent without properly notifying the management, unless a satisfactory reason is given.
 - 4. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.
 - 5. If an employee is off work for a continuous period equal to the seniority he had acquired.
 - 6. If the employee retires.
- D. Employees shall be laid off and recalled according to their seniority in their classifications. An employee on scheduled layoff

shall have the right to displace a lesser seniority employee who is in a related classification within their department providing the senior employee is qualified to hold the position held by the lesser employee.

- E. Laid-off probationary employees shall not have recourse to the terms of this Agreement.
- F. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- G. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require absence from his work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his term of office.
- H. During his term of office, the Chief Steward shall be deemed as head of the seniority list for the purpose of layoff and recall only, providing he is qualified to do the required work. Upon termination of office, he shall be returned to his regular seniority status.

ARTICLE IX

NEW JOBS AND TRANSFERS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specifications and classifications, the Board has

the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.

- B. The Board will notify the Union of such new or changed job and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.
1. Notice of all permanent vacancies and newly created positions shall be posted on employee bulletin boards, 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; and, the classification.
 2. Any employee temporarily transferred from his classification to another classification within the bargaining unit for two (2) days or more shall be paid either the rate of the position from which he is transferred or the pay rate of the position to which he is transferred, whichever is the greater.
 3. 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 days' 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 positions shall be considered an open position and posted for bidding from interested employees.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave -

1. Each employee covered by this Agreement will be entitled to one (1) sick leave day equivalent to his regular shift per month to a total accumulation of one hundred eighty (180) days.
2. All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative, immediately upon the return of the employee and in no event later than five (5) working days after they return to work. When an employee is going to be absent, he shall call in as far in advance as possible and prior to the start of the shift.
3. The Board at any time at its expense may require an employee to submit to an examination by an independent physician.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
5. Employees who leave the employment of the School District, except on an approved leave of absence, shall forfeit all of their unused sick leave accumulation and such time shall not

be restored if the employee should later be re-employed by the Board.

6. Employees absent for four (4) consecutive days or more shall be required to produce a doctor's certificate when they return to work.

B. Emergency Leave -

1. Leave time which shall be deducted from sick leave accumulation will be granted at the discretion of the Superintendent or his designated representative for the following reasons:

- a) Quarantined because of exposure to contagious disease which could be communicated to other employees or pupils. An approval of a physician must be presented for the entire period of absence.
- b) Illness in the immediate family - The immediate family shall include: mother, father, husband, wife, child, adopted child, step-child or any close relative residing in the employee's household.
- c) Death of a close associate (one (1) day).

C. Personal Leave -

Employees will be allowed the time necessary to conduct personal or family affairs which cannot normally be handled outside school hours, such as medical and dental appointments, and when such appointments cannot be made at any other time. Application for such absence must be made in writing to the employee's supervisor, not less than three (3) days prior to the date requested, unless an emergency exists, and the application for personal days must state the reason for the request, number of days requested and is

subject to the approval of the supervisor. Personal days may not be used the day(s) immediately preceding or immediately following a holiday.

D. Funeral Leave -

Employees will be allowed up to five (5) days to be deducted from their sick leave for a death in the immediate family. Immediate family to include: father, mother, father-in-law, mother-in-law, spouse or child.

The employee must, however, attend the funeral.

Employees will be allowed two (2) days to be deducted from their sick leave accumulation for the death of grandparents, brother, sister, brother-in-law, sister-in-law, grandchildren, son- or daughter-in-law. The employee must, however, attend the funeral. Additional time may be granted upon approval by the Superintendent or his designated representative.

E. Records of sick leave accumulation shall be made available to the employee or the Union upon request to the Superintendent or his designated representative.

F. An employee, because of illness or accident, which is noncompensable under the Worker's Compensation Law, who is physically unable to report to work, shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed the length of his seniority or two (2) years, whichever is the least.

G. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family, which

includes: husband, wife, children or parents living in the same house, provided the employee properly notifies the Board of the necessity therefore and provided further that he supplies the Board with a certificate as often as requested from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when requested by the Board.

- H. Leaves of absence without pay shall be granted for reasonable periods not to exceed one (1) year of time for training related to an employee's regular duties in an approved educational institution.
- I. 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.
- J. Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces and serves for the purpose of filling their annual training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
- K. A leave of absence for up to twelve (12) months without pay shall be granted to any employee for the purposes of child care. Said leave shall commence upon the request of the employee or her doctor. The leave request must specify the intended date of return. Reinstatement shall be to the employee's former position or a similar position. The leave may be extended at the discretion

of the Board of Education. In the event of a miscarriage or death of the object child of the leave of absence, the leave may be terminated upon the request of the employee with thirty (30) days' advanced notice. The granting of such leave shall not interrupt seniority for the purposes of layoff and recall only.

- L. All reasons for leaves of absences shall be in writing, stating the reason for request and giving the approximate length of leave requested, and a copy shall be sent to the Union. Leave may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
- 2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

B. Procedure

- 1. An employee having a specific grievance shall present it orally to a supervisor within five (5) working days of the act or condition which caused the grievance.
- 2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor

within ten (10) working days of the act or condition that caused the grievance, specifying the provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.

3. The immediate supervisor will answer such grievance within five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.
5. If appealed, the grievance shall be presented in writing to the Principal of the building involved; or if the subject matter of the grievance pertains to more than one building, it shall be presented in writing to the Superintendent or his designated representative.
6. If presented to the Principal, he shall meet with the steward and the grievant. The Principal shall answer such grievance in writing within five (5) working days from the date of the meeting, unless extended by mutual agreement in writing.
7. Unless appealed to the next step within five (5) working days from the receipt of the answer, such answer shall be final.
8. If appealed, the grievance shall be presented in writing to the Superintendent or his designated representative, who will arrange for a conference with the Business Representative to settle the grievance.
9. Said conference shall normally be held within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

10. The Superintendent or his designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
11. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within fifteen (15) working days from the date of receipt of said decision. The Board or its designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.
12. The Board of its designated representative(s) shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement.
13. If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days from the date of receipt of such decision, either party may submit the grievance to binding arbitration. If in the event the parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing party may, within fourteen (14) days from the date of appeal, submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with their rules.

15. Jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments thereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

The cost of the arbitrator under this paragraph shall be divided equally between the Board and the Union.

16. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

ARTICLE XII

HOLIDAYS

Employees who have completed their probationary period shall receive their regular rate for the following holidays, providing such holidays fall during the normal term of their employment: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, the Friday after Thanksgiving and New Year's Eve Day.

1. The employee must be a permanent employee as of the date of the holiday.

2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week, except when the employee works on the holiday.
4. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
5. Less than full-time employees will receive the pro-rata portion of the agreed to holidays which fall during their normal work term.

ARTICLE XIII

VACATIONS

Vacations will be granted to permanent twelve (12) month employees subject to the following:

Employees with one (1) year of service but less than two (2) years - Five (5) equivalent days.

Employees with two (2) years of service but less than eight (8) years - Ten (10) equivalent days.

Employees with eight (8) years of service but less than thirteen (13) years - Fifteen (15) equivalent days.

Employees with thirteen (13) years or more of service shall receive twenty (20) equivalent days.

1. Vacations shall be taken when the building is closed down unless an exception is made by the administration.
2. Vacations will be normally taken during the summer months and an employee's vacation schedule must have the approval of the Board or its designated representative.
3. If an employee is on vacation on any of the holidays provided for in this Agreement, he shall be entitled to an additional day off to be added to his vacation.

ARTICLE XIV

JURY DUTY

- A. Each employee shall be entitled to a maximum of thirty (30) days per year for the purpose of serving jury duty.
- B. The employee must make every effort to be reassigned to a time not in conflict with his regular working hours or be excused from the service, and the Board shall have the right to request that the employee be excused.
- C. In the event the employee does not serve for his full working day on jury duty, he shall be required to return to his regular job and complete his regularly assigned hours.
- D. The employee shall be reimbursed the difference between jury duty and his straight time pay for his regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days.

ARTICLE XV

PREMIUM PAY

Time and one-half (1-1/2) will be paid for all hours worked over eight (8) in any one day or forty (40) in any one week, for which overtime has not already been earned.

Whenever an employee is required to return for emergency work after the completion of his regular working hours, he shall receive pay for the actual time worked or a minimum of two (2) hours' pay.

Eligible employees who are required to work on a paid holiday shall receive double time for the hours worked plus holiday pay.

ARTICLE XVI

VISITATION

After presentation of proper credentials to the Superintendent or his designated representative, officers or accredited representatives of Local 547, 547A, 547B and 547C may be admitted into the buildings of the School System to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided such activity is not in areas which would be detrimental to the management and function of the School, its students or its employees.

ARTICLE XVII

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or

covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding 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 Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XIX

FOUL WEATHER DAYS

On days when the School notifies the employees covered by this Agreement that they need not report for work because of weather conditions, they may draw the day from their accumulated sick leave.

ARTICLE XX

INSURANCE

A. Subject to the terms of the policy and the carrier, the Board agrees to pay the monthly premiums for employees who are working

full-time and year-round toward Blue Cross/Blue Shield MVF-1, or similar program, including a \$2.00 co-pay prescription drug rider. For school term employees who qualify, the Board agrees to pay the monthly premiums for those months during which the employee works. For those months the employees are not working, they must pay their own health insurance premiums. Effective January 1, 1985, the Board of Education shall have the option of retaining the current health carrier, bidding health insurance or self-insuring. The Board may exercise this option on an annual basis.

Any improvements made to the existing health insurance program prior to January 1, 1985 shall be incorporated and be made part of this contract. Those employees eligible for Employer's health insurance shall have year-round coverage.

B. Effective July 1, 1991, the Board shall provide for each eligible employee group term life insurance of Fifteen Thousand (\$15,000) Dollars subject to the terms of the carrier.

Effective July 1, 1993, the Board shall provide for each eligible employee group term life insurance of Twenty Thousand (\$20,000) Dollars subject to the terms of the carrier.

C. The Board shall provide a long-term disability program for seniority employees during the months of employment who work a minimum of thirty (30) hours per week after a ninety (90) day waiting period for a qualified disability up to sixty (60%) per cent of pay to a maximum of One Thousand (\$1,000) Dollars.

D. The Board of Education shall provide a dental plan for eligible members of the bargaining unit. This plan shall be the same as provided for teachers.

- E. The Board of Education shall provide a vision plan for eligible members of the unit. This plan shall be the same as provided for teachers.
- F. Those employees who do not participate in the District's health insurance, dental and vision insurance programs shall be eligible for an annual Seven Hundred Twenty (\$720) Dollar tax-sheltered annuity.
- G. The Board of Education reserves the right to purchase the various fringe benefit programs from a carrier, self-insure, or to bid the programs on an annual basis.

ARTICLE XXI

CONTRACTUAL WORK AND JURISDICTION

- A. If there is subcontracting, the School District will do whatever it can to get the subcontractor to hire the School District employees currently doing the work.
- B. Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of training employees who are covered by this Agreement, experimentation or in cases of emergency. This shall not prevent the Board from using non-bargaining unit employees to perform bargaining unit work that they have historically performed in the past, provided the use of said employees shall not displace or replace any permanent employee covered by the terms of this Agreement.

ARTICLE XXII

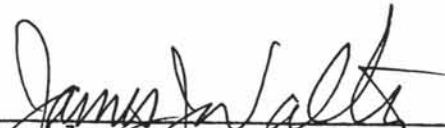
TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 1995.

- B. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date give written notice of termination. If neither party shall give notice of termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the 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 addressed to the Union, International Union of Operating Engineers, Local 547, 547A, 547B and 547C, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219; and if to the Board, Carrollton Board of Education, 3211 Carla Drive, Saginaw, Michigan 48604, or to any other such addresses the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 1991, unless otherwise provided.

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

CARROLLTON PUBLIC SCHOOL DISTRICT

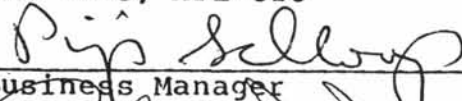


President



Secretary

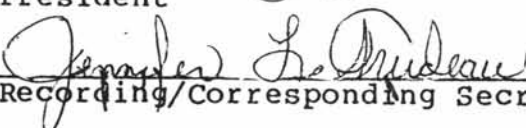
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, 547A, 547B and 547C, AFL-CIO



Business Manager



President



Recording/Corresponding Secretary

APPENDIX "A"

WAGES

<u>Classifications</u>	<u>Effective 7/1/91</u>	<u>Effective 7/1/92</u>	<u>Effective 7/1/93</u>	<u>Effective 7/1/94</u>
Assistant Cook	\$ 6.15	\$ 6.57	\$ 7.00	\$ 7.45
General Cafeteria	\$ 5.75	\$ 6.09	\$ 6.40	\$ 6.72
Building Custodian/ Utility	\$ 9.64	\$10.23	\$10.84	\$11.49
Custodian	\$ 8.19	\$ 8.70	\$ 9.24	\$ 9.81
Physical Plant/ Mechanic	\$10.63	\$11.37	\$12.15	\$12.96
Cleaner Helper	\$ 5.00	\$ 5.25	\$ 5.51	\$ 5.79

CLEANER HELPER:

- (1) No more than two (2) positions unless extended by mutual agreement.
- (2) No reduction in current custodial positions unless current facilities are closed or significantly reduced.
- (3) Should a custodial position become vacant, the "Cleaner Helper" will be evaluated for promotion and if qualified, will be awarded the position.
- (4) The parties agree that it is not their intent for an employee to remain a "Cleaner Helper" permanently where one is qualified to promote.
- (5) By definition, a "Cleaner Helper" shall work under the direction of a regular custodian.

SICK LEAVE PAYOFF

Employees with fifteen (15) years of seniority at retirement (excludes quits, discharges, etc...) shall receive Twenty (\$20.00) Dollars for half of their accumulated sick days if they have ninety (90) or more days accumulated.

Employees with fifteen (15) years of seniority at retirement (excludes quits, discharges, etc...) shall receive Ten (\$10.00) Dollars for half of their accumulated sick leave days if they have fifty (50) or more days, but less than ninety (90) days.

Employees with fifteen (15) years of seniority who have accumulated less than fifty (50) days shall receive no payoff upon retirement.