

SIGNATURE
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6/30/88

21 Aug 88

CARSONVILLE-PORT SANILAC SCHOOLS
and
INTERNATIONAL UNION OF OPERATING ENGINEERS

COLLECTIVE BARGAINING AGREEMENT

1985-1988

ARTICLE 1

Purpose

It is the purpose of this Agreement to establish standards of wages, hours, working conditions and other conditions of employment.

Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

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, employment and other terms and conditions of employment.
- B. The term "employee" as used herein shall include all persons performing work in the following classifications of the Employer: all full-time and regular part-time secretarial and clerical employees, bookkeeper, cooks and all aides, but excluding secretary to the Superintendent as a confidential employee, supervisory employees, on-call substitutes and all other employees of the School District.

Carsonville-Port Sanilac Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE 2

Management Rights

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, or to suspend, discharge, or demote employees for just cause, subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(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.

(c) The Employer has the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools or buildings within the district.

8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

ARTICLE 3

Check-Off

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 services fees. Such dues or fees, accompanied by a list of employees (including Social Security numbers) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason, therefore, shall be forwarded to the Union office no later than the fifteenth of 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 By-laws 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.

Hold Harmless

The Union agrees to indemnify the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of action taken by or against the Board for the purposes of complying with the provisions of Article 4.

ARTICLE 4

Union Security

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 thirty-one (31) calendar days of the effective date of the Agreement, or within thirty-one (31) 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 thirty (30) 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 employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.

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

ARTICLE 5

Visitation

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted to the Employer premises during working hours for the purpose of assisting in the adjusting of grievances, provided that said presence shall not disrupt orderly operation. Such representative(s) shall notify the Superintendent of Schools or in case of his absence the representative shall notify his office upon entry on school premises.

ARTICLE 6

Stewards

- A. Employees may be represented by one chief steward and designated assistant steward, whose identity shall be made known to the Employer.
- B. The steward, during his working hours, may present grievances to the Employer, after prior arrangements have been made with their supervisors. This privilege shall not be abused and shall be limited to representation by a single steward in any one circumstance. If the Employer believes that this privilege is being abused, the Union Agent will promptly meet with the Employer to review the situation.

ARTICLE 7

Seniority

- A. A newly hired employee or an employee upon entry into the bargaining unit shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. In the event that probationary period cannot be completed within the school year, the Employer shall have the right to extend an employee's probationary period for an additional thirty (30) days the following school year. If at any time prior to the completion of the sixty (60) 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 sixty (60) 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. Upon satisfactory completion of the probationary period, the employee's seniority shall be retroactive to his date of hire.
- C. Seniority in classification shall be as of date of entry into classification.
- D. Employees shall be laid off and recalled according to their seniority in their classification. Employees shall not be permitted to "bump" between classifications.
- E. An employee will lose his seniority for the following reasons:
 - 1. He resigns from a position covered by this Agreement.
 - 2. He is discharged and is not reinstated through the grievance procedure.
 - 3. Upon retirement.
 - 4. Upon failure to report to work without valid excuse for three (3) consecutive work days.
 - 5. Upon failure to return from leave of absence, unless an extension is granted by the Employer.
 - 6. Upon failure to accept an offer of recall within five days of receiving notice of recall.
 - 7. Upon a failure to be recalled after one year of layoff due to staff reduction.

- F. The bargaining unit seniority which was accumulated as of the date the employee is assigned to a supervisory position shall be retained for one (1) year for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position within one (1) year, provided that the employee has not otherwise been terminated by the Employer.
- G. Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, classification and classification seniority date. Whenever such a list is provided the Union and employees shall have twenty (20) calendar days to contest any of the information contained therein. If no protest is lodged within the above period, the Employer's list shall be regarded as conclusive. The Employer shall not be required to furnish a seniority list more than two (2) times each school year.

ARTICLE 8

Vacancies

- A. Notice of all bargaining unit vacancies and newly created bargaining unit positions shall be posted on employees' bulletin boards within five (5) working days from the date of vacancy and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. If the position is filled by an internal applicant, the applicant shall be placed into the position by the next pay period, if possible. Newly created positions or vacancies are to be posted in the following manner: the place of work; the starting date; the rate of pay; the hours to be worked; and the classification. Notice shall be given to the union president at time of posting.
- B. Bargaining unit employees may apply for a position by written application with the Superintendent of Schools or his/her designee within the applicable posting period. Placements of vacant cooks and aides positions shall be awarded to the most senior applicant. Secretarial and bookkeeper positions shall be filled by the applicant most capable of the duties and responsibilities required for the position regardless of bargaining unit status. In the event that two or more applicants are equally capable, the most senior bargaining unit employee shall be awarded the position.
- C. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.
- D. When new jobs are created during the term of this Agreement and in the event they cannot be placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and 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.
- E. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date

the employee first began working in the temporary classification, except as otherwise mutually agreed. 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, the new classification shall be added to and become a part of this Agreement. If the parties are unable to agree to a negotiated rate, the parties may seek mediation.

- F. In cases of a temporary secretarial absence, a satisfactory replacement will be obtained after four (4) consecutive working days of the secretary's absence.
- G. In the event of a school closing, the procedure in paragraph (A) of this section will be employed.

ARTICLE 9

Discipline Discharge

- A. The Employer agrees to submit notification of any discipline or discharge of a permanent employee to the Chief Steward and the Union within five (5) working days from the date of such disciplinary action.
- B. Should that employee consider such disciplinary action or discharge to be improper, the matter may be referred to the grievance procedure. It is agreed that the discipline or discharge of a probationary employee shall not be subject to the grievance procedure.
- C. Employees shall be subject to discipline or discharge for violations of reasonable rules and regulations adopted by the Employer and made available to all employees and the Union in writing.

ARTICLE 10

Leaves of Absence

- A. An employee who, because of illness or disability which is non-compensable under the worker's compensation law, is physically unable to report for work and has exhausted contractual sick leave provided by the Employer shall be granted a leave of absence for up to one (1) year with an extension of one (1) year 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. The Employer shall have the right to have the employee examined by a physician selected and paid by the Employer but not more than once every five months.
- B. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay up to one (1) year and subject to a one (1) year renewal upon written application sixty (60) days prior to the expiration of the first year. Seniority shall accumulate during the leave of absence and he/she shall be entitled to resume his/her regular seniority status and all job rights. Leave of absence may be granted by the Employer for reasons other than listed above.
- C. Only employees with one (1) or more years of seniority will be granted a leave of absence.
- D. Leaves of absence shall be granted for a reasonable period of time for illness in the household of the employee which require the employee's care and attendance.
- E. Leave of absence shall be granted for a specific period of time for training related to an employee's regular duties in an approved educational institution. The classes must be approved in writing by the Employer.
- F. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.
- G. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

H. Any employee in the bargaining unit elected to a full-time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

I. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

J. Pregnancies

A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the employee's physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. (Normally, an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.)

K. Association Day

The Board may grant one (1) day of paid leave to the steward for union business.

ARTICLE 11

Grievance Procedure

Definitions

- A. Should a difference over the meaning or interpretation of this Agreement arise between the Employer and the Union during the term of this Agreement, an earnest mutual effort shall be made to resolve such differences promptly, and the following procedure shall be adhered to.
- B. The time elements in the steps can be shortened or extended by mutual agreement.
- C. Working days shall be those days the Board's designated representative is available to receive the grievance.
- D. A "grievance" is a difference between the Employer and any employee or the Union concerning the interpretation, application, or working conditions of any express provision of this Agreement.
- E. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 3. It shall cite the section or subsections of this contract alleged to have been violated where applicable;
 - 4. It shall contain the date of the alleged violation;
 - 5. It shall specify the relief requested.
- F. If a grievant or union seeks recourse in another forum, administratively or judicially, the grievance shall be withdrawn and proceed no further under this section.

Step One

An employee having a grievance shall present it orally to his supervisor within five (5) calendar days of events giving rise to the grievance or within five (5) days of the employee becoming aware of such events. In the event the employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.

Step Two

- A. In the event the grievance is not settled orally by the supervisor, the employee shall submit the grievance in writing to the Superintendent of Schools within five (5) working days from the date of the oral presentation on forms provided by the Union. The employee and the steward shall sign the grievance.
- B. The Superintendent of Schools shall give his decision in writing within five (5) working days. In the event the employee receives an unsatisfactory answer from the Superintendent of Schools, a meeting will be held between the Superintendent of Schools and a business representation of the Union at a time mutually agreeable to them but no later than fifteen (15) calendar days following receipt of the Superintendent of Schools' decision to the employee. The Superintendent of Schools and the business representative of the Union will discuss the grievance and try to reach a satisfactory settlement. In the event that a satisfactory settlement cannot be reached, the grievance may then be appealed to Step Three (3) of the grievance procedure.

Step Three

- A. Any appeal of a decision rendered by the Superintendent of Schools shall be transmitted to the Board of Education within ten (10) working days after the meeting between the Superintendent of Schools and the business representative of the Union.
- B. The Board of Education shall meet with the business representative of the Union at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The appeal shall be in writing and state the reason or reasons why the Superintendent of Schools' decision was not satisfactory.
- C. The Board of Education shall render its decision within ten (10) working days of said meeting.

Step Four

- (a) If the Union is not satisfied with the disposition of the grievance by the Board of Education, then within thirty (30) calendar days from the receipt of the decision rendered by the Board of Education, the grievance may be submitted to arbitration.
- (b) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to mutually agree upon an arbitrator within seven (7) days of receipt of such notice, the party desiring arbitration shall refer the matter to the

Michigan Employment Relations Commission for the selection of an impartial arbitrator.

- (c) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witnesses that it may call and for the costs of its own representation.
- (e) It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement or written amendments hereto.
 - 1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement or any written amendments to this Agreement.
 - 2) The arbitrator shall have no power to rule upon the termination of services of or failure to reemploy any probationary employee.
- (f) The fees and expenses of the arbitrator shall be shared equally by the Union and the District.
- (g) The arbitrator shall render his decision in writing not later than thirty (30) calendar days from date of the conclusion of the arbitration hearing.
- (h) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

ARTICLE 12

Working Hours

- A. The work week shall consist of forty (40) hours per week beginning at 12:01 a.m. Monday and ending one hundred sixty-eight (168) hours thereafter.
- B. Time and one-half (1-1/2) will be paid for all time in excess of forty hours per week or for hours in excess of eight (8) hours in one day. No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation for any hours worked in excess of forty (40) hours in one work week.
- C. Bargaining unit members working a shift of six (6) hours or more shall be entitled to three (3) breaks, not to exceed fifteen (15) minutes each in duration. Bargaining unit members working a shift of more than four (4) hours but less than six (6) hours shall be entitled to two (2) breaks, not to exceed fifteen (15) minutes each in duration.
- D. Bargaining unit members sent home prior to the finishing of the work day by the Superintendent shall be compensated for the remainder of the hours normally scheduled.
- E. Whenever an employee is called in back to work after the completion of or prior to this regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate.
- F. The Bookkeeper, High School Secretary and Elementary Secretary shall be expected to work their normally scheduled work day unless the building has been closed by the Superintendent.
- G. Secretaries
 1. The High School Principal's secretary shall ordinarily work an eight (8) hour day on school days and a seven (7) hour day when school is not in session. The secretary will work two (2) weeks prior to the beginning of the school year and two (2) weeks after completion of the school year.
 2. The Elementary Principal's secretary shall ordinarily work a seven and one-half (7.5) hour day on school days and a six and one-half (6.5) hour day when school is not in session. The secretary will work one (1) week prior to the beginning of the school year and one (1) week after the completion of the school year.
- H. Bookkeeper

The Bookkeeper shall ordinarily work an eight (8) hour day on school days and a seven (7) hour day on non-school days.

I. Aides

Classroom Aides shall work seven and one-quarter (7.25) hours on school days. The Playground Aide shall work four and three-quarter (4.75) hours on school days. The Counsellor's clerk-typist shall work seven (7) hours on school days and six (6) hours on days when school is not in session commencing one (1) week prior to the beginning of the school year and one (1) week after the completion of the school year.

J. Cooks

- 1) The head cook shall ordinarily work seven (7) hours on school days. Assistant cooks shall ordinarily work six and one-half (6.5) hours on school days. All cooks shall work eight (8) hours on school days when turkey, chicken, and pizza (excluding turkeyrolls, Banquet chicken and pizza on a bun) are served.
- 2) Cooks will work two (2) days prior to the beginning of the school year and two (2) days after completion of the school year for six and one-half (6.5) hours per day.

ARTICLE 13

Other Leaves

Sick Leave

- A. Sick leave shall be credited to bargaining unit members at the beginning of each school year on the following basis:
1. Secretaries - Ten (10) days, to a maximum accumulation of ninety (90) days.
 2. Bookkeeper - Twelve (12) days, to a maximum accumulation of ninety (90) days.
 3. Aides - Ten (10) days, to a maximum accumulation of ninety (90) days.
 4. Food Service - Ten (10) days, to a maximum accumulation of ninety (90) days.
- B. Sick leave days shall be earned and used based on the normal scheduled hours being worked per day during the month in which said days are earned.
- C. Sick leave shall be used only when an employee is incapacitated from performance of his duties by injury, illness or medical appointments of the bargaining unit member or a member of the immediate family.
- D. Sick leave shall not be utilized where the bargaining unit member is drawing worker's compensation benefits.
- E. Sick leave accumulation shall be noted and given to the bargaining unit members, individually, on a yearly basis in September. Employees must report alleged errors within thirty (30) days of receiving the accumulation statement.
- F. The Employer shall have the right to require medical verification from the employee after the fifth consecutive day of absence, which shall consist of a written statement from the employee's attending physician. The Employer retains the right to have an employee claiming recurring illness or disability examined by a physician after the third occurrence in a single year. Said examination shall be at the Employer's expense and a copy of the report shall be furnished to both the Employer and the employee.
- G. Bargaining unit members shall report illness to their immediate supervisor not less than one (1) hour prior to the start of their shift, except in case of emergency.

Funeral Leave

- A. Each bargaining unit member may use up to five (5) working days per year, deductible from sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. This leave may also be used for making funeral arrangements for a member of the employee's immediate family. "Immediate family" shall be defined as: mother, father, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, father-in-law and grandchild.
- B. During an employee's assigned shift, permission will be granted without loss of pay to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or former employee provided they return to work within one and one-half (1-1/2) hours. Employees who serve as pall bearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

Personal Business Leave

Each bargaining unit member may use up to three (3) working days per year, deductible from sick leave, for the purpose of attending to business which cannot otherwise be conducted outside of school hours. Personal leave shall not be used for recreation or business pursuits. Employees wishing to utilize personal leave shall give written notice to their supervisor at least twenty-four (24) hours prior to the date on which the employee desires to utilize leave.

Snow Days

Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. Employees not required to work may deduct the lost time from their sick leave or personal business days.

Jury Duty

Employees required to appear as subpoenaed witnesses or for jury qualification or jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service less any compensation received excluding expenses and travel allowances for such witness or jury services.

ARTICLE 14

Holidays

- A. Bargaining unit members shall be paid for the following holidays even though no work is performed:
1. Aides and Cooks - Memorial Day, Labor Day, Good Friday, Thanksgiving, Thanksgiving Friday.
 2. Secretaries - Memorial Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas, Good Friday.
 3. Bookkeeper - New Year's Day, New Year's Eve Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve Day and Christmas.
- B. To qualify for holiday pay the employee must have completed both his last regularly scheduled shift before the holiday and his first regularly scheduled shift after the holiday. The only exception to this requirement shall be where the employee has taken sick leave on such days because of personal illness or injury. In all cases, proper medical verification may be required to the Employer.

ARTICLE 15

Insurance

A. The Employer shall make premium contributions for health insurance up to the following amounts on behalf of secretaries and bookkeeper:

Single Subscriber	- \$ 80.00/month (12 months)
Two Person	- \$180.00/month (12 months)
Full Family	- \$200.00/month (12 months)

Alternatively, secretaries and the bookkeeper shall have the option of having the Employer contribute the following amounts to a tax-sheltered annuity:

Single Subscriber	- \$ 30.00/month
Two Person	- \$ 65.00/month
Full Family	- \$ 70.00/month

B. The Employer shall make premium contributions for health insurance or tax sheltered annuities up to the following amounts for Aides and Food Service personnel:

All dependency classes

1986-87 school year	- \$52.30/month (12 months)
1987-88 school year	- \$55.00/month (12 months)

C. All employees shall have premium payments made by the Employer for the Group Long Term Disability Plan.

D. All secretaries and the bookkeeper shall have premium payments made on their behalf by the Employer for \$20,000 term life insurance coverage. Aides and Food Service personnel shall have premium payments made on their behalf by the Employer for \$10,000 term life insurance coverage.

E. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

F. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

G. Employees who have Board-provided term life insurance have a thirty (30) day statutory conversion right upon termination (including layoff) of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

H. The Board will make necessary payroll deductions required to maintain coverage when premium amounts exceed the Board contributions specified in this Article.

ARTICLE 16

Vacations

Full-time twelve-month employees shall be eligible for vacations according to the following schedule:

- 1 week - after one (1) year
- 2 weeks - after two (2) years
- 3 weeks - after seven (7) years

ARTICLE 17

Severance Pay

Upon resignation or retirement, bargaining unit members shall be compensated at the rate of ten dollars (\$10) per day for unused accumulated sick leave, to a maximum payment of five hundred dollars (\$500). To be eligible for this benefit, the bargaining unit member must have completed ten (10) years of service to Carsonville-Port Sanilac Schools. In the event of death prior to resignation or retirement, any amount payable under this provision shall be paid to the employee's written designated beneficiary.

ARTICLE 18

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 19

Safety Practices

The employee will report all safety concerns to the Employer, and the Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, State and Local regulations.

ARTICLE 20

Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

ARTICLE 21

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

ARTICLE 22

General

Medical

Any medical test or examination required by the Board will be paid for by the Board.

Pension

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund.

Deductions

The Board agrees to make available to the employees covered by this Agreement, any payroll deductions services which are available through the School.

ARTICLE 23

Pro-Rata Benefits

It is agreed between the parties that any employee who works less than fifty percent (50%) of the established hours in the classification, and is covered by this Agreement, shall not 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 24

Scope, Waiver and Alteration of Agreement

Section One

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

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or groups of employees with the Employer.

Section Two

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 Three

If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 25

Wages

	I	II	III	
<u>Aides</u>				
85-86	4.03	4.34	4.67	
86-87	4.59	4.88	5.20	
87-88	4.91	5.22	5.56	
<u>Cooks</u>				<u>Head</u>
85-86	3.90	4.47	4.97	5.24
86-87	4.46	5.01	5.48	5.74
87-88	4.77	5.36	5.86	6.14
<u>Secretary</u>				
85-86	4.96	5.33	6.00	
86-87	5.47	5.83	6.45	
87-88	5.85	6.24	6.90	
<u>Bookkeeper</u>				
85-86	6.07	6.46	7.01	
86-87	6.53	6.90	7.43	
87-88	6.99	7.38	7.95	

ARTICLE 26

Termination and Modification

- (a) This Agreement shall continue in full force and effect until June 30, 1988.
- (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 anniversary date 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 anniversary date of termination, give amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date 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, the International Union of Operating Engineers, Local 547, AFL-CIO, 24720 W. Seven Mile Road, Detroit, Michigan, 48219, and if to the Employer addressed to the Carsonville-Port Sanilac School District, 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, 1985.

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

CARSONVILLE-PORT SANILAC SCHOOLS

Donald D. Thomas
Gerardine Battello
Carl Muller

INTERNATIONAL UNION OF
OPERATING ENGINEERS

Patricia Salberg
Robert J. Jones
Jennifer L. Pudeau