

AGREEMENT

between

CARSONVILLE-PORT SANILAC SCHOOLS

100 N. Goetze Rd  
Carsonville, MI 48419

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO

500 Hulet Drive  
Bloomfield Township, MI 48302

SECRETARIES, COOKS, AIDES

**July 7, 2014- June 30, 2016**

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## **A G R E E M E N T**

This Agreement entered into by and between the Carsonville-Port Sanilac Schools (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 324, A, B, C, D, G, H, P, RA, S – AFL-CIO (hereinafter referred to as the "Union")

### **ARTICLE I** **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 of 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, Custodians 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.

### **ARTICLE II** **MANAGEMENT RIGHTS**

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, 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 relocation 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 III** **UNION**

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.

### **ARTICLE IV** **VISITATION**

Upon request by the Union and presentation of proper credentials, Officers or accredited Representatives of the Union shall be admitted onto the Employer premises during working hours for the purpose of assisting in the adjusting of grievances, provided that said presence shall not disrupt orderly operations. 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 V**  
**STEWARDS**

- A. Employees may be represented by one (1) 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 (1) 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 VI**  
**SENIORITY**

- A. A newly hired employee or an employee upon entry into the bargaining unit shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. In the event that the 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 ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.
- B. 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 the date of entry into the classification.
- D. 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 a valid excuse for three (3) consecutive work days.
  5. Upon failure to return from a leave of absence, unless an extension is granted by the Employer.
  6. Upon failure to accept an offer of recall within five (5) days of receiving notice of recall.
  7. Upon failure to be recalled after one (1) year of lay-off 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 VII** **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, Bookkeeper and Custodial 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 (2) 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 replacement will be obtained if funds are available.
- G. In the event of a school closing, the procedure in paragraph (A) of this Section will be employed.

**ARTICLE VIII**  
**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 IX**  
**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 for by the Employer, but not more than once every five (5) months.
- B. An employee who meets all of the requirements as herein before 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 (1st) 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. Leaves of absence may be granted by the Employer for reasons other than those 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. Leaves 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 laws 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 X**  
**GRIEVANCE PROCEDURE**

**Definitions**

A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. In the event the employee or the Union seek redress in any other forum, on the same or similar issue, the employee and the Union shall forfeit any and all rights to this grievance procedure including arbitration.

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.

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.

### **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 Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the Superintendent of 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.
- D. The parties may mutually agree to present their positions to the State Mediator for an

advisory recommendation, prior to going to arbitration.

#### **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 American Arbitration Association 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 re-employ any probationary employee.
  - 3. Only one grievance at a time may be taken to the same arbitrator.
  - 4. If an arbitration case is postponed on less than one week's notice to the other party, the party requesting the postponement will pay any and all arbitration and arbitrator charges caused by the postponement.
  - 5. The Union shall give the Superintendent five (5) working days notice of employees it needs to be excused from work to attend an Arbitration hearing. At that time, the district and the Union will exchange witness lists.
  - 6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement.
- 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 the 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 XI**  
**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 worked in excess of forty (40) hours per week or for hours in excess of eight (8) hours in one (1) 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 (1) 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 supervisor shall be compensated for the remainder of the hours normally scheduled.
- E. Employees reporting for a scheduled shift, unless previously notified, shall receive a minimum of two (2) hours pay.
- F. Whenever an employee is called in back to work after the completion of, or prior to, his 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.
- G. The Bookkeeper, High School Secretary, Elementary Secretary, and Guidance/Athletic Secretary shall be expected to work their normally scheduled work day unless the building has been closed by the Superintendent.
- H. **Secretaries**
  - 1. Full-time secretaries generally work eight (8) hours per day, forty (40) hours per week, school term plus some time before and after the school year.
  - 2. Full-time aides generally work seven and one quarter (7.25) hours per day, thirty-six and one quarter (36.25) hours per week, school term plus may work additional days.

3. Full-time cooks generally work seven (7) hours per day, thirty-five (35) hours per week, school term plus may work additional days.
  4. Full-time custodians generally work eight (8) hours per day, forty (40) hours per week, year round.
- I. However, the daily and annual hours of all employees shall be determined by the Board of Education.

**ARTICLE XII**  
**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 - Thirteen (13) days, to a maximum accumulation of one hundred twenty (120) days.
  2. Full-Year Employees - Sixteen (16) days, to a maximum accumulation of one hundred twenty (120) days.
  3. Aides - Twelve (12) days, to a maximum accumulation of one hundred twenty (120) days.
  4. Food Service - Twelve (12) days, to a maximum accumulation of one hundred twenty (120) days.
- B. Sick leave days are to be put in bank at beginning of school year or beginning of first scheduled work day, and to be used as needed. Should an employee leave prior to the end of the year, sick days used over allocation must be reimbursed. Any employee who misses one-half (50%) or more of his/her scheduled work days in any month for any reason shall lose the proportionate share of annual sick days. (Vacation days will not be counted as an absence, nor will sick days supported by a doctor's slip.)
- C. Sick leave shall be used only when an employee is incapacitated from the 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 (5th) 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 (3rd) 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 and one-half (1-1/2) hours prior to the start of their shift, except in case of emergency.
- H. Bargaining unit members absent from work because of a prevalent childhood disease (mumps, scarlet fever, measles, chicken pox, etc.) shall suffer no loss of sick days or compensation.

### **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, grandchild, step-parents, step-children, step-grandchildren, aunt, uncle, niece and nephew. Three (3) of the above five (5) working days will not be deducted from sick leave. Additional days may be granted for more than one (1) occurrence per year by approval of the Superintendent.
- 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 XIII HOLIDAYS**

A. Bargaining unit members shall be paid for the following holidays even though no work is performed:

1. **Secretaries**

Memorial Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve Day, Christmas Day, Good Friday, New Year's Day, a Floating Day during Spring Break, and two (2) additional Floating Holidays.

2. **Custodians**

New Year's Day, New Year's Eve Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve Day, Christmas Day, two (2) Floating Holidays (one [1] day may coincide with Spring Break, the other day to be used upon the approval of the supervisor).

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

If an employee is on vacation on any of the above named holidays, he/she shall be

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

When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay, and in the event that the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employees shall then be granted a day off with pay for the holiday on a date that is mutually agreeable to the employees and the Employer.

- 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 or bereavement leave on such days because of personal illness or injury. In all cases, proper medical verification may be required to the Employer.

#### **ARTICLE XIV** **INSURANCE**

- A. The Board of Education shall pay up to the hard cap fixed rate as established by the State of Michigan toward health insurance for seniority full-time employees. The program shall be comparable to (SET-SEG) BC-BS Community Blue. The insurance carrier shall be selected by the Board of Education. (Employees receiving a percentage of the premium shall have their rates adjusted accordingly.)
- B. Alternatively, employees shall have the option of having the Employer contribute the following amounts in a tax-sheltered annuity:  
  
Effective July 1, 2006, the Employer will pay all existing eligible employees not taking health insurance, two hundred dollars (\$200.00) per month toward an annuity.  
  
Effective July 1, 2006, all new employees hired after July 1, 1999, and selecting this option, will be paid at a rate of one hundred dollars (\$100.00) per month.
- 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 thirty-five thousand dollars (\$35,000.00) term life insurance coverage. Aides and Food Service personnel shall have premium payments made on their behalf by the Employer for twenty-five thousand dollars (\$25,000.00) term life insurance coverage. The Board of Education will provide year round Custodians with a forty thousand dollar (\$40,000) term life insurance policy with AD&D.

- 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 (1st) 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 lay-off) 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.
- I. The Board shall provide dental insurance, 80/80/80, for Secretaries, Bookkeeper, Cooks and Aides.
- J. The Board shall provide a vision plan, same as the teachers, for all bargaining unit employees and their dependents.

**ARTICLE XV**  
**VACATIONS**

Full-time twelve (12) month employees shall be eligible for vacations according to the following schedule:

One (1) week	After one (1) year
Two (2) weeks	After two (2) years
Three (3) weeks	After seven (7) years

In addition to the above, year round, full-time Custodians will receive four (4) weeks' vacation after fifteen (15) years of service.

**ARTICLE XVI**  
**SEVERANCE PAY**

Upon resignation or retirement, bargaining unit members shall be compensated at the rate of twenty-five dollars (\$25.00) per day for unused accumulated sick leave, to a maximum payment of three thousand dollars (\$3,000.00). 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 XVII**  
**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 XVIII**  
**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 XIX**  
**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 deduction services which are available through the school.

**ARTICLE XX**  
**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 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. For employees hired after July 1, 1995 ONLY, employees working less

than four (4) hours per day shall not receive benefits.

**ARTICLE XXI**  
**SCOPE, WAIVER & ALTERATION**

**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 group 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.

**Section Four**

No past practice shall be recognized unless committed to writing and incorporated into this Agreement.

**ARTICLE XXII**  
**WAGES**

	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>
	<b>0-1 Year</b>	<b>1-2 Years</b>	<b>5+ Years</b>
	<b>1.35 Less</b>	<b>.60 Less</b>	<b>Full Scale</b>
<b>Secretary</b>			
2014-2015	\$12.42	\$13.19	\$14.07
2015-2016	***TBD	***TBD	***TBD
 <b>Custodians</b>			
2014-2015	\$12.39	\$13.14	\$14.01
2015-2016	***TBD	***TBD	***TBD

**\*\*\* TBD: There shall be a reopener for wages in the second year of this agreement. If the district's finances justify, the parties will discuss the possibility of wage increases for the second year of the agreement.**

**Uniforms**

The wearing of uniforms is mandatory. Each Custodians shall receive three (3) uniforms in September, per Contract year, with the Custodian being responsible to maintain the uniforms. Two (2) snow suits shall be provided for outside work. Custodians shall be responsible for care and upkeep. In the first year of this Agreement, the district will purchase one (1) heavy and one (1) light jacket for each employee. These jackets may be replaced once during the life of this Agreement upon turning them in to the Supervisor.

**Longevity**

After seven (7) years of service, an additional fifty-five cents (\$.55) per hour will be added to the current rate of pay. After fourteen (14) years of service, an additional eighty cents (\$.80) per hour will be added to the current rate of pay.

**ARTICLE XXIII**  
**TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until **June 30, 2016**.
- 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 notice of the 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 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Carsonville-Port Sanilac School District, 100 N. Goetze Road, Carsonville, MI 48419, or to any other such address the Union or the Employer may make available to each other.
- E. Anytime after each anniversary year of this Agreement, either party, at its option, may reopen the Agreement for the sole purpose of negotiating no more than one (1) non-economic language item per party.
- F. The effective date of this Agreement is **July 1, 2014**.

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

CARSONVILLE-PORT SANILAC SCHOOLS  
100 N. Goetze Rd.  
Carsonville, MI 48419

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 324,  
324- A, B, C, D, G, H, P, RA, S – AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

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Superintendent

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Business Manager

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President

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Recording-Corresponding Secretary

BH/mrb  
Carsonville-Port Sanilac 2012-2014.doc



~~MEMORANDUM OF UNDERSTANDING~~  
~~between~~  
~~BOARD OF EDUCATION~~  
~~CARSONVILLE—PORT SANILAC SCHOOLS~~  
~~(hereinafter referred to as the Employer)~~  
~~and~~  
~~THE INTERNATIONAL UNION OF OPERATING ENGINEERS~~  
~~LOCAL 324~~  
~~(hereinafter referred to as the Union)~~

~~June 2012~~

~~The parties agree that in the event the deduction of dues becomes mandatory subjects of bargaining, the parties agree to meet and negotiate on this subject.~~

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

~~FOR THE EMPLOYER:  
Carsonville—Port Sanilac Schools~~

~~FOR THE UNION:  
International Union of Operating Engineers,  
Local 324~~

\_\_\_\_\_  
~~Ann Binienda~~  
~~Superintendent~~