

AGREEMENT

between

KINGSTON COMMUNITY SCHOOLS

and

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

Custodial/Maintenance Employees

July 1, 2009 - June 30, 2012

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AGREEMENT

between

KINGSTON COMMUNITY 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 promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all Custodial-Maintenance employees of the Employer. The Director of Buildings and Grounds shall not be included.

Section 2. Agency Shop

(a) It shall be a condition of employment that all employees of the Board covered by this Agreement:

(1) Become members of the Union on or before the ninetieth (90th) day following the beginning of their employment with the Board; or

(2) Pay to the Union a monthly service charge of a sum equivalent to the monthly dues of the Union on or before the ninetieth (90th) day following the beginning of their employment with the Board.

(b) Employees who elect not to be a member of the Union may comply with this Article by signing an "Authorization for Deduction of Service Charge" form.

(c) The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section (a) of this Article. For purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

(d) In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

(e) Either party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this Article, if provisions of this Article are deemed illegal under applicable laws, by sending written notification to the other party thirty (30) days from the date of such legal determination.

(f) The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article, and within thirty-one (31) days of the receipt of such notice, the Board shall terminate the employment of such employee. Such termination shall not be subject to the Grievance Procedure.

The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee who may be terminated in accordance with this Article and who later contests the agency shop provisions of this Article; providing that the Board has notified the Union within seven (7) days of receipt of such a formal written complaint from an employee contesting such discontinuance of employment.

Section 3. Check Off

(a) The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount of fees for Union dues and/or initiation fees.

(b) Deductions shall be made thereafter only after authorization for check off of dues or initiation fees have been properly executed and are in effect.

(c) Check off of dues and initiation fees under all properly executed forms shall become effective at the time the application is tendered to the Board, or its designated representative, and shall be deducted from the first (1st) pay of the month and each month thereafter for the term of this Agreement.

(d) Such fees, accompanied by a list of employees, together with their social security numbers from whom they have been deducted and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

(e) An employee shall cease to be subject to check off dues beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Local 324 will be notified by the Board or its designated representative of the names of such employees.

(f) The Board shall not be liable to the Union, by reason of the requirements of this Article, for the remittance or payment of any sum other than that actually constituting the deductions made from wages, and Local 324 will furnish the Board or its designated representative with the names of all the employees paying dues directly to the Union, and it will update any changes on a monthly basis.

(g) When an employee does not have sufficient money due him after deductions have been made for social security, federal and/or state income tax, insurance or any other deductions authorized by the employee or required by law, membership dues for that month will be collected by the Union directly from the employee.

ARTICLE III

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, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption 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 IV

BOARD RIGHTS

(a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including but not limited to the generality of the foregoing, the right:

(1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion and to promote and transfer and assign all such employees.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof are in conformance with the laws and the Constitutions of the United States and the State of Michigan.

(c) The parties agree that this Contract incorporates their full and complete understanding 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 V

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 re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE VI

STEWARDS

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

(b) Reasonable arrangements will be made to allow the Chief Steward time off without loss of time or pay for the purpose of investigating grievances and to attend grievance and negotiating meetings when such meetings take place during the Steward's normal working hours.

(c) The parties agree and support the need for good Labor-Management relations and an informed relationship in the workplace between the Stewards, Assistant/Alternate Stewards and Administration. Therefore, it is agreed that the Stewards may use a total of two (2) days per year, without loss of pay, to attend Union-sponsored Stewards Training Programs.

ARTICLE VII

VISITATION

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

ARTICLE VIII

TRANSFERS AND PROMOTIONAL PROCEDURES

(a) Vacancies are defined as an open position when an employee quits, retires, resigns, is terminated, or not reinstated through the Grievance Procedure.

(b) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making the 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 place of work; the starting date; the rate of pay; the hours to be worked and the classification.

(c) Any employee temporarily transferred by administration shall be paid either the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher.

(d) Temporary transfers by administration shall be for a period of no longer than thirty (30) calendar days. After thirty (30) days, the position shall be considered open and shall be posted, unless mutually agreed by the Union and the administration.

(e) If an employee is on an approved leave of absence (sick or personal), a temporary transfer of employees may be made at the employee's request, for a period of no less than five (5) work days, and shift changes will only be made on Monday. One (1) full week or more must be worked on that shift. Upon return from a leave of absence, the employee will return to their regular job.

ARTICLE IX

SENIORITY

(a) A new employee shall be considered as a probationary employee until he has been employed continuously for a minimum of ninety (90) calendar days.

(b) Probationary employees completing their probationary period shall acquire seniority from the date hired. (* Note: date of hiring shall mean when the employee was hired to fill an open position which was expected to last ninety [90] days or longer.)

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

(d) Seniority shall be broken for the following reasons:

(1) If the employee quits.

(2) If the employee is discharged.

(3) If the employee is absent without properly notifying the Board, unless a satisfactory reason is given.

(4) If an 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 laid-off for a continuous period equal to the seniority he has acquired at the time of such lay-off.

(e) Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(f) Seniority shall accumulate for an employee of the Board who is currently in a supervisory capacity or who may be transferred to a supervisory position.

(g) An up-to-date seniority list shall be made available to each employee covered by this Agreement and the Union on or about July 1st of each calendar year. Such list shall contain the employee's date of hire and classification.

(h) Any employee in the bargaining unit elected or appointed to full-time office in the Union, whose duties require his absence from work, shall be granted a leave of absence not to exceed one (1) year, shall not accumulate seniority during his leave of absence, and at the end of such leave shall be entitled to resume his regular seniority status and all job and recall rights.

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

(j) Seniority will not be accumulated if an employee is absent from work during personal leave.

ARTICLE X

NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and 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 time period, but not hereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. 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 classification shall be added to and become a part of this Agreement.

ARTICLE XI

DISCIPLINE-DISCHARGE

(a) The responsibility for discipline and/or discharge of employees is vested entirely in the Board, however, such discipline or discharge shall be only for just and stated cause.

(b) When the Board determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence or the condition giving rise to such action, or within ten (10) days from the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline, and written notification shall be presented to the employee and the Union outlining the reason for such disciplinary action.

(c) Among the causes, but not limited to, which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness or drinking alcoholic beverages while at work, dishonesty, insubordination, failure to keep confidential school information which comes to their attention, or willful violation of established rules. During working hours, undermining, attempting to diminish or ridicule the Board of Education, the administration, the teaching staff or other employees, to anyone, but especially to the students, by accepting or repeating malicious gossip or rumors.

(d) Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union.

(e) The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure. Probation shall be for ninety (90) days from the date of hire.

ARTICLE XII

JURISDICTION

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

ARTICLE XIII

LEAVES OF ABSENCE

(a) Whenever an employee shall become pregnant, she shall furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would so indicate that she no longer can perform her normal duties, she shall immediately discontinue working. An employee shall return to work at her former position when her physician would so indicate in writing that she is physically able to resume her normal job duties.

(b) 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.

(c) Leaves of absence without pay 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.

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

(e) Personal leaves of absence, at the discretion of the Employer, will be without pay and fringe benefits. If the employee desires to continue the fringe benefits during the leave period, the cost will be pro-rated on a per diem basis per month so that the employee pays the cost only for non-work days.

(f) Personal Leaves over three (3) months are granted from the school system and not from a specific position.

(g) **Family and Medical Leave**

Except as expressly conditioned by the terms of this provision, an eligible employee shall be granted a leave under the Family and Medical Leave Act for the purposes of, and subject to the terms and conditions of, said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible employee under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible employee shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve (12) weeks of benefits provided under said Act.

If an employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other Sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

ARTICLE XIV

GRIEVANCE PROCEDURE

(a) Definitions:

(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.

(3) The primary purpose of the procedures set forth in this Article is to secure, at the lowest possible level, equitable solutions to any problems which may arise relative to the application or interpretation of this Agreement.

(4) Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures.

(5) The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

(6) Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.

(7) The term "days", when used in this Article, shall mean working days exclusive of holidays, Saturdays and Sundays.

(b) Procedure:

(1) An employee having a grievance shall first discuss the matter informally, but fully and frankly, with the Director of Buildings and Grounds.

(2) If the grievance is not settled orally, it should be reduced to writing and presented to the Director of Buildings and Grounds within ten (10) days of the act or condition that caused the grievance specifying the specific provision of the Contract that was allegedly violated, the remedy requested and signed by the aggrieved and the Steward.

(3) If presented to the Director of Buildings and Grounds, he may arrange for a conference with the employee and/or the Chief Steward in an attempt to settle the grievance.

(4) The Director of Buildings and Grounds shall answer such grievance in writing within five (5) days from the date of receipt of the grievance, unless extended by mutual agreement.

(5) Unless appealed to the next step within five (5) days, such answer shall be final and binding.

(6) If appealed, the grievance shall be presented to the Superintendent or his designated representative who will arrange for a conference with the Business Representative of Local 324 in an attempt to settle the grievance.

(7) Said conference shall be held within ten (10) days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to the parties.

(8) The Superintendent or his designated representative shall answer such grievance in writing within ten (10) days from the date of the conference, unless extended by mutual agreement in writing.

(9) Any appeal of a decision rendered by the Superintendent shall be presented to the Board, or a Board Committee, within five (5) days from the date of receipt of the decision by the Superintendent or his designated representative, or at the next regularly scheduled Board Meeting.

(10) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.

(11) Such grievance shall be placed on the agenda of a regular Board Meeting scheduled within a period of forty (40) days from the date of receipt of the appeal, and the representatives of the Union shall be advised in writing as of the time and place of this meeting.

(12) The Board or its designated representative shall answer such grievance in writing within ten (10) days from the date of conference, unless extended by mutual agreement.

(13) If the grievant and the Union are not satisfied with the disposition of the grievance at the Board level, or if no disposition has been made within the established time period, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party. It shall be the function of the arbitrator and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- a. The arbitrator shall have no power to alter, add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales or change any salary rate.
- c. The arbitrator shall have no power to rule on any of the following:
 1. The termination of services of probationary employees.
 2. Any matter involving worker evaluation.
 3. The arbitrator shall have no power to change any practice, policy or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

4. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction.

(14) Miscellaneous Conditions:

The fees and expenses of the arbitrator shall be shared equally by the Union and the Board.

(15) The number of days indicated at each step of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent.

(16) The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits shall be deemed to be acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance.

(17) The failure of an administrator to communicate his decision to the Union within the specified time line shall permit the Union to proceed to the next step in the Grievance Procedure.

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall begin at 12:01 a.m., Monday and end one hundred sixty-eight (168) hours thereafter.

(b) The normal work week shall consist of forty (40) hours.

(c) The normal work day shall be eight (8) hours.

Section 2.

(a) Overtime rates will be paid as follows:

(1) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned. When a holiday falls during the work week an employee will receive time and one-half (1-1/2) for time worked on Saturday or Sunday, providing the employee has worked his scheduled time during the week.

(2) Whenever an employee is required to return to work after the completion of their regularly scheduled working hours, they shall receive pay for the actual time worked at time and one-half (1-1/2) their regular rate, or a minimum of two (2) hours pay at their straight time hourly rate, whichever is the greater. Employees shall not refuse emergency or cleaning call-ins. Coverage of scheduled events involving call-ins shall be arranged by mutual agreement of the custodians in the building. If agreement cannot be reached, the lowest seniority employee in the building shall be assigned, except where a higher seniority employee desires the assignment.

(3) When school facilities are rented to residents of the community and they leave it dirty and it becomes necessary for a Custodian to clean it, the following procedure will be followed:

- a. The Superintendent or his designee shall inspect the facility and certify it must be cleaned.
- b. The Custodian shall clean it and be paid one and one-half times (1-1/2X) his regular salary for such time.
- c. The sum paid to the Custodian shall be charged to the renter who left the facility dirty.
- d. The Custodian shall work the same number of hours after the end of his regular shift at his regular salary in order to do the work he should have been doing when he was cleaning the facility left dirty by the renter.

Section 3. Distribution of Overtime

(a) Overtime shall be divided and rotated as equally as possible among employees provided they are qualified to perform such work. Should it become necessary to schedule overtime because of an employee's absence, during the afternoon shift, the Board may schedule, whenever possible, two (2) employees to work overtime, four (4) hours each, to limit the time an employee is alone in the building from the hours of 11:00 p.m. until 7:00 a.m.

(b) Regular part-time employees shall work a regular schedule. Work over the regular schedule shall be treated as overtime, even though such time worked does not qualify for overtime pay. Overtime shall be divided equally among all employees.

Section 4. Shift Differential

Employees regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight, will receive a shift differential of twenty-five cents (\$.25) per hour for all hours worked that day. Employees who are regularly scheduled for four (4) or more hours of work between 12:00 midnight and 8:00 a.m., shall receive a premium of forty cents (\$.40) per hour for all hours worked that day.

Section 5. Rest Periods

(a) All employees covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period during the first four (4) hours of work; and one (1) fifteen (15) minute paid rest period during the second four (4) hours of work at a time designated by the supervisor.

(b) All employees covered by this Agreement shall receive a one-half (1/2) hour paid lunch period to be taken at a time designated by the supervisor, but shall not leave the premises and shall remain on call if needed during said lunch period.

(c) The teacher's lounge may be used during rest and lunch periods.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Each employee shall be credited with ten (10) sick leave days. The ten (10) days may be used for the employee's personal illness or sickness in the immediate family, except deaths in the immediate family. Two (2) additional days will be granted for personal business. Unused personal days will be added to the sick day total, and may be accrued from one year to the next. Personal days may not be used the last work day preceding a holiday, the first work day following a holiday, or to extend a holiday, as listed in Article XVII, Section 1, or vacation. Sick leave days used for these days must be confirmed by a doctor's statement stating the employee was unable to work.

The Board/Administration will establish a bank of sick leave days that the employee may apply for, to be used by an employee with extreme or unusual illness.

The Board/Administration will have the authority to approve a sick leave bank, up to twenty (20) sick leave days, subject to the following:

When the employee's sick leave and personal days are exhausted, the employee may draw from the sick leave bank with Administrative approval. As of July 1, 2006, the sick leave bank will be dissolved and employee will use their accumulated sick days. The LTD Plan will take effect beginning with the thirty-first (31st) calendar day.

Sick days accumulated in excess of twenty (20) will be paid at one hundred percent (100%) of that employee's daily wage and paid the last pay of June. Upon retirement from the Kingston Community School District and the Michigan Public School Employees Retirement System, employees will be paid their accumulated unused sick days at one hundred percent (100%) of their daily wage.

Day six (6) through ten (10) may be only used for the illness of the employee or the hospital confinement of a member of the employee's immediate family. Immediate family shall include spouse, parents, children, or brothers and sisters of the employee.

(1) New employees will receive the ten (10) day annual sick leave benefit, pro-rated.

(2) No reason need be given for the first five (5) days absence of the school year. Beginning with the sixth (6th) day's absence, and including the tenth (10th) day of absence, the Superintendent may request verification of the reason for the absence.

(3) Employees who qualify for Workman's Compensation benefits will receive, in addition to the Workman's Compensation, the difference between the amount received from Workman's Compensation and the amount the insurance carrier would ordinarily pay if there were no Workman's Compensation benefits.

(4) The employee may take a maximum of three (3) working days per death in the immediate family up to and including the day of interment. Immediate family shall include spouse, parents, children, or brothers and sisters of the employee. The employee may take a maximum of two (2) working days per death of other close relatives up to and including the day of interment. Close relatives shall include spouse's parents, brothers or sisters, brothers-in-law and sisters-in-law of the spouse, grandparents of the employee or spouse, grandchildren and any relative or non-relative living or making his/her home in the household of the employee. Such funeral days will not be deducted from the ten (10) days listed in the first section of this Article.

(5) On the first pay day of September, December and March, the Administration will state in writing to the employee the number of sick, personal and vacation days they have remaining for the current year.

ARTICLE XVII

HOLIDAYS

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

- New Year's Eve Day
- New Year's Day
- Day after New Year's Day
- Good Friday (if school is not in session)
- Monday after Easter (if school is not in session)
- Memorial Day
- July 3rd
- Independence Day
- Labor Day
- Day before or after Labor Day (either Friday or Tuesday after whichever day school is not in session)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Day After Christmas

A Custodian will be employed for two (2) hours at their regular rate of pay on Labor Day Monday to clean such areas as locker rooms and lavatories as needed. If no regular employee accepts the work, it will be assigned to the lowest seniority member.

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

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

(4) Employees off sick on the holiday or the scheduled day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, except when he works on the holiday.

(5) No substitute shall be observed for the holiday, regardless what day of the week it is.

ARTICLE XVIII

HOSPITALIZATION

(a) The Employer shall make available Blue Cross/Blue Shield (MESSA) Hospitalization Insurance Choices II, or comparable, including the preventative care rider, a two hundred dollar (\$200.00)/four hundred dollar (\$400.00) deductible, ten dollar (\$10.00)/twenty dollar (\$20.00) prescription drug co-pay, and ten dollar (\$10.00) office visits, for employees and their dependents without cost to full-time employees.

(b) There will be a cap on the health and prescription drug premiums paid by the Employer as follows:

Year 1	\$15,000.00
Year 2	\$15,200.00
Year 3	\$15,400.00

All annual insurance premium cost increases in excess of the above amounts shall be shared equally by the Employer and the employee (50/50).

(c) Employees not electing hospitalization coverage will be offered cash in lieu of. The employee may elect to pick up hospitalization coverage on an annual basis.

(d) The T.S.A. contribution will be paid by the Employer on a monthly basis of equal payments effective July 1, 2006. The yearly amount of the T.S.A. will be one thousand five hundred dollars (\$1,500.00). Employees on lay-off are not eligible for fringe benefits. An employee on recall will be eligible for a full month's benefits for any month in which the employee is on recall and on payroll the first (1st) week of the month.

Exceptions:

Any employee currently on reduced hours due to partial medical disability will continue to be eligible for the entire fringe benefit package, without cost to the employee, as long as they are employed (not on lay-off) and capable of working a minimum of twenty (20) hours per week.

Disclaimer:

This Article pertains ONLY to the offering of fringe benefits by the Employer. Nothing contained herein shall influence, regulate or restrict the hiring practices of the district.

(e) The Employer shall make available a Dental Plan without cost for the employees and their dependents.

(f) The Employer shall provide a ten thousand dollar (\$10,000.00) life insurance policy with A.D. & D., without cost to the employee.

(g) Nothing shall prevent the Employer from selecting another insurance carrier as long as the coverage is comparable.

(h) The Employer shall provide a Vision Plan Basic 1 Ultra Vision for the employees and their dependents, without cost to the employee.

ARTICLE XIX

VACATIONS

All employees covered by this Agreement, who have completed one (1) year of service, shall receive one (1) week vacation with pay; after three (3) years of service, said employee shall receive two (2) weeks vacation with pay; after seven (7) years of service, three (3) weeks vacation; and, after twenty (20) years of service said employee shall receive four (4) weeks vacation with pay.

Employees working part-time shall receive vacation in the same ratio that his weekly work schedule is to forty (40) hours.

To be eligible for a full vacation, an employee must have worked ninety percent (90%) of his regularly scheduled working hours.

A newly hired employee shall receive prorated vacation allowance during his/her first (1st) school year which is earned from his/her date of hire until the first (1st) day of July following his/her date of hire. Every year thereafter, he/she shall earn his/her vacation time from July 1st until June 30th of each year. All employees shall earn their vacation time as of July 1st of each year. Employees hired between July 1st and December 30th may count their first (1st) school year when earning additional weeks of vacation. Employees hired between January 1st and June 30th may not count their first (1st) school year when qualifying for additional weeks of vacation.

Employees terminating employment, failing to qualify for full vacation or on a leave of absence, shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(1) Employees will receive their vacation check for unused days the last pay in June.

(2) Vacations may be taken throughout the year provided substitutes can be secured, and shall be coordinated with the Director of Buildings and Grounds. Vacations shall not be taken the week before school starts.

(3) Vacation days shall be taken in one (1) week blocks of time only, not on a daily basis.

(4) Vacation days may not be accumulated from year to year.

(5) Employees may have the option of being paid for vacations in lieu of having time off with pay.

ARTICLE XX

TIME CARD PROCEDURES

Under no circumstances may an employee punch a time card for another. In case of error in punching in or out, the employee will call this to the attention of the Administration, who will assist in the correction. Any employee punching a time card for another employee, or otherwise falsifying a time card, will be subject to immediate dismissal.

ARTICLE XXI

TARDINESS

An employee who is late five (5) to fifteen (15) minutes will be charged or docked fifteen (15) minutes; one late sixteen (16) to thirty (30) minutes will be charged or docked thirty (30) minutes; late thirty-one (31) to forty-five (45) minutes will be charged or docked forty-five (45) minutes, and; late forty-six (46) to sixty (60) minutes will be charged or docked one (1) hour. Habitual tardiness or absence is grounds for suspension and investigation toward dismissal.

ARTICLE XXII

RETIREMENT

Retirement of all employees will be governed by the Michigan Public School Employees Retirement Fund Law, Act 136 of the Public Act of 1945, as amended. The employee shall retire not later than June 30th of the fiscal school year in which he reaches his seventieth (70th) birthday. Except, the employee may request a year to year extension from the Board of Education sixty (60) days before his retirement is to start. Such decision will be made on an individual basis and the decision by the Board shall be considered final.

ARTICLE XXIII

JURY DUTY

(a) Each employee shall be entitled to paid time off 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/her regular working hours, or be excused from 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 a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regularly assigned hours.

(d) The employee shall be reimbursed the difference between jury duty pay and his/her straight time pay for his/her regularly scheduled hours for each day of jury duty service as provided in Section (a) above.

ARTICLE XXIV

CLASSIFICATION AND COMPENSATION

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

Regular part-time employees working an established schedule of work shall be entitled to pro-rata fringe benefits on the basis of their hours of work per week compared to forty (40) hours. Temporary part-time employees shall not be entitled to any fringe benefits.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

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

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3.

If any 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 provisions or application.

ARTICLE XXVI

INCLEMENT WEATHER DAYS

(a) Custodial personnel will be expected to work on inclement weather days at their regular day's wages for the duration of their regularly scheduled shifts. If the employee reports for work late due to the inclement weather conditions, the employee shall be compensated for their regular wages for the time worked. The employee shall extend their day by the number of hours late, if the supervisor requests it. Employees who normally work the second shift may be able to work the first shift on inclement weather days, provided their services will not be needed on their normal shift. If the employee is unable to report to work due to inclement weather conditions, then a personal or sick leave day may be used. However, no more than a total of two (2) paid leave days may be used in one (1) school year for this purpose. In the case of extreme inclement weather, so extreme that the custodial supervisor cannot make it in to work, then all bargaining unit employees shall be held harmless. If no bargaining unit employee reports to work, then the Board may call in a substitute.

(b) For every eight (8) hours worked on inclement weather days, the employees will receive two (2) hours of comp time to be used by all qualifying staff in the summer on the same day/days. Only employees working an eight (8) hour shift will qualify. The number of hours will be recorded and compiled by the Chief Steward. The comp day must be approved by the Superintendent.

ARTICLE XXVII

ANNUAL CLOTHING ALLOWANCE FOR CUSTODIANS

The Administration will select and provide five (5) shirts, and provide fifty dollars (\$50.00) for pants, on an annual basis, that must be worn by the Custodial/Maintenance staff.

ARTICLE XXVIII

PART-TIME POSITION

At its option, the Employer may elect to create one (1) new four and one-half (4-1/2) hour position. This position shall be granted the one thousand five hundred dollar (\$1,500.00) cash in lieu of ONLY (no hospitalization insurance), but any such employee in this position shall be given first preference for hire when any full-time position becomes available. The current four (4) full-time custodial positions shall not be reduced if this option is utilized.

ARTICLE XXIX

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXX

TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until **June 30, 2012**.
- (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, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 324, AFL-CIO, Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to Kingston Community Schools, Kingston, Michigan 48741, 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, 2009**.

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

**KINGSTON COMMUNITY
SCHOOLS**

David W. Fog

Sheryl L. Diegel

Anthony A. Hoss

12/14/09
Date

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO**

John M. Hamilton *CSX*
General Vice President and
Business Manager

Stevan...
President

D. Lloyd
Recording-Corresponding Secretary

12/28/09
Date

DM/kjp
opeiu42afl-cio
Kingston Community Schools - Maintenance/Custodial
12/01/09

SCHEDULE A

WAGE SCHEDULE

<u>Classification</u>	<u>7/01/09</u>	<u>7/01/10</u>	<u>7/01/11</u>
Building Mechanic	\$16.47	\$16.55	\$16.55
Custodian	\$14.66	\$14.73	\$14.73

New Hire Step Rates:

Hire	Seventy percent (70%) of scale
Six (6) Months	Eighty percent (80%) of scale
One (1) Year	Ninety percent (90%) of scale
Two (2) Years	One hundred percent (100%) of scale

Paid Retirement:

The Employer shall continue to pay the employees' contribution into the Michigan Employee's Retirement Fund.

Longevity:

On the first (1st) pay in December, at the completion of five (5) years of service, fifty dollars (\$50.00) will be paid in longevity, and every year thereafter to the completion of ten (10) years of service, at which time the longevity will equal one hundred dollars (\$100.00) per year and thereafter. Each additional year add ten dollars (\$10.00).

(Example: 11 years = \$110.00
12 years = \$120.00
30 years = \$300.00 [which is the maximum])