



COLLECTIVE BARGAINING AGREEMENT

Utica Community Schools

and the

Substitute Custodians

Chapter of Local 6147 *

***Case No. R07 G-071**

March 9, 2009 TO JUNE 30, 2010

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NONDISCRIMINATION

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities act of 1990, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, it is the policy of Utica Community Schools that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Executive Director of Human Resources at Utica Community Schools, 11303 Greendale, Sterling Heights, MI. 48312 or call (586) 797-1000.

COLLECTIVE BARGAINING AGREEMENT

DESIGNATION OF PARTIES

On this 9th day of March 2009, at Sterling Heights, Michigan the Utica Community School District located at Sterling Heights, Michigan, hereinafter designated as the "Board", and by the Sub-Custodian Employees Local #6147 of Michigan Council 25 affiliate of the American Federation of State, County, and Municipal Employees, hereinafter designated as the "Union", agree as follows:

ARTICLE 1

PREAMBLE

- 1.1** It is the general purpose of this Agreement to promote the interests of the School District, its students and its employees, and to provide for the operation of the School District under methods which will further, to the fullest extent possible: the safety of the students and employees, economy, cleanliness and efficiency of the Schools and equipment; protection of property, and avoidance of interruptions to the instructional program. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

THE BOARD OF EDUCATION

- 2.1** The Board, under Michigan Law has final responsibility for the direction and control of all aspects of the affairs of the School District. The Board cannot lawfully avoid, delegate or surrender any portion of this responsibility and nothing in this Agreement shall be construed to negate this principle.

ARTICLE 3

RECOGNITION

- 3.1** The Board recognizes the Sub-Custodian Employees Local #6147* of Council 25, AFSCME, as the sole and exclusive bargaining representative for all sub-custodians, excluding supervisors and all others. The Union agrees that any and all other employees outside of this Local are excluded from this bargaining unit.

* Case No. R07 G-071

ARTICLE 4

AID TO OTHER UNIONS

- 4.1** The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5

CHECK-OFF

- 5.1** The Board agrees to deduct initiation fees, Union dues and service fees from the pay of those employees who individually request in writing, that such deductions be made. Beginning with the second pay in April, these deductions will be made from the first pay period each month. The amounts shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council 25 within ten (10) working days. The Board further agrees to submit the names of the newly hired employees of this bargaining unit to the Union within five (5) days of the date of hire.
- 5.2** Employees shall tender the initiation fee and monthly dues or service fees by signing the proper authorization for check-off form.
- 5.3** Authorized political action contributions (P.E.O.P.L.E.) will be deducted only in accordance with applicable law. Such deductions shall begin only after all appropriate paperwork has been filed with the District.
- 5.4** The Union shall hold the District harmless regarding any monies deducted and remitted to the Union pursuant to this provision.

ARTICLE 6

AGENCY SHOP

- 6.1** Membership in the Union shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 6.2** Employees who are not members of the Union shall, as a condition of employment, pay to the Union a service charge equal to the Union dues, initiation fee and assessments.
- 6.3** Present employees, newly hired, or rehired employees shall conform to this provision within thirty (30) days or at the end of their probationary period, whichever is later.
- 6.4** Employees shall be deemed to be members of the bargaining unit in good standing within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of dues, service charge, initiation fee and assessments.
- 6.5** It shall be the responsibility of the Union to notify Human Resources, in writing, within thirty (30) days when a member of the bargaining unit is in violation of this provision.
- 6.6** Employees who become in arrears in their payment by sixty (60) days or more shall be eligible for reinstatement if, prior to termination, the penalty prescribed by the Union is paid.

ARTICLE 7

INDEMNIFICATION CLAUSE

- 7.1** In consideration of the School District's agreement as set forth in Article 5 and Article 6 of this Agreement, the Sub Custodians Local #6147, Council 25, American Federation of State, County, and Municipal Employees, agrees that it will indemnify and save the School District harmless against any and all suits, claims, judgments, fees,

expenses, or other liabilities incurred by the School District by reason of its honoring check-off authorization as set forth in Article 5 of this Agreement, such indemnity to include but not limited to payment in full of any judgments, costs and interest awarded against the School District, and payment in full of all reasonable attorney fees, costs and expenses incurred by the School District in any litigation before any tribunal arising out of the School District's action honoring check-off authorization forms.

ARTICLE 8

STEWARDS AND UNION REPRESENTATION

- 8.1** It is agreed between the parties that the steward structure and areas represented as submitted by the Union to the Board annually will be the structure recognized by the parties for the term of this Agreement.
- 8.2** It is mutually recognized that the principle of proportional steward representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.
- 8.3** Any additional representation shall be subject to mutual agreement of the parties.
- 8.4** The Union will provide the Board of Education with the names of the stewards and officers upon election and appointment.

ARTICLE 9

SPECIAL CONFERENCES

- 9.1** Special conferences may be held between the representatives of the Board of Education and the Union upon request of either party. However, there shall be no denial of at least two (2) special conferences per year. Time set for the special conferences shall be mutually agreed upon, including necessary travel time.

- 9.2 Meetings may be extended by mutual agreement.
- 9.3 The purpose of the meetings will be to review the administration of the Agreement to resolve any problems that may arise.
- 9.4 These meetings are not intended to by-pass the grievance procedure.
- 9.5 It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on an equitable basis.
- 9.6 Should a mutually acceptable amendment of the Agreement result, such amendment is subject to ratification by the Union prior to implementation.
- 9.7 These meetings may be attended by the representative of the Union affiliate with prior notification of two (2) working days to a representative of the Board.
- 9.8 All items to be considered as agenda items must be submitted to the other party in writing three (3) working days prior to the special conference. If any agreement is reached between the parties on an agenda item, it will be reduced to writing and a copy submitted to the Union within three (3) working days.
- 9.9 Safety problems and recommendations shall be a proper subject for special conferences.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

- 10.1 All proposed supplemental Agreements shall be subject to Good Faith negotiation between the Board and Union. The Board and the Union agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement without re-entering negotiations. If exceptions, additions or deletions are agreed upon, they will be subject to ratification by the Board and the Union.

ARTICLE 11

GRIEVANCES

- 11.1 DEFINITION:** Any claim by the Union or an Employee, that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement or of established rules, shall be resolved through the procedure set forth, herein.
- 11.2 GRIEVANCE COMMITTEE:** The Board agrees to recognize a Grievance Committee, which shall be composed of the Chapter Chairperson, Chief Steward and/or a Steward. The party involved in the grievance must be present, if requested, by either party.
- 11.3 RETROACTIVE SETTLEMENTS:** Settlement of grievances occurring due to unawareness shall not be retroactive to any date prior to the date of filing.
- 11.4 TIME LIMITS:** The time limits specified for movement of grievances through the process shall be strictly adhered to and may be extended only by mutual agreement of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal commencing with the expiration date of the Board's grace period for answering.
- 11.5 INVESTIGATION OF GRIEVANCE:** A steward may be allowed a maximum of one-half (1/2) hour at the beginning or end of his/her shift to investigate grievances upon notification and approval of his/her immediate supervisor. Neither the Union Steward nor any of the other employees shall engage in activities during working hours that detract from their productivity. At no time shall the total number of hours used by the Union in processing and investigating grievances exceed eight (8) hours per week. The grievance form shall indicate the name of the

Steward investigating the grievance and the approved released time from duty for the purpose of conducting the investigation.

- 11.6** If in the opinion of the Chapter Chairperson, a supervisor unreasonably refuses time specified in the aforementioned, the Chapter Chairperson may position such refusal as an agenda item for a Special Conference.

ARTICLE 12

GRIEVANCE PROCEDURE

- 12.1** If an employee or the Union, has a grievance, it shall be presented to the Board as follows:

12.2 STEP 1:

- 12.2.1** Any employee who believes he/she has a grievance may present such grievance, on an informal basis, to the appropriate supervisor. One Steward may be present at this informal meeting if requested by the employee.
- 12.2.2** Each grievance shall be initiated within ten (10) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union has knowledge of said occurrence at the time of its happening, then within ten (10) working days after the aggrieved or the Union becomes aware of the cause for the complaint.
- 12.2.3** The appropriate supervisor shall meet with the Steward and/or the employee within four (4) working days from receipt of notice of the alleged grievance. If the matter is not resolved on the informal basis, the matter shall be reduced to writing by the grievant or steward stating the articles and paragraphs of this Agreement or the rules that have allegedly been violated, a statement of the facts, the position of the employee and the restitution required from the Board by the Union. This written grievance shall be submitted to the appropriate supervisor within two (2)

working days of the informal meeting. The appropriate supervisor shall, within three (3) working days of receipt of the written grievance, submit the disposition of the matter to the Steward in writing.

12.3 STEP 2:

12.3.1 If the alleged grievance is not solved to the satisfaction of the employee and Union, the Chief Steward may submit the written grievance to the appropriate staff director within four (4) working days of the Step 1 written response. The appropriate Staff Director shall meet with the Steward and Chief Steward and the grievant, at their option, within four (4) working days from receipt of the written grievance, to try to resolve the grievance. The appropriate staff director shall, within three (3) working days after the meeting, submit the disposition of the matter in writing to the Chief Steward.

12.4 STEP 3:

12.4.1 If the written disposition is not satisfactory to the employee and the Union, the grievance may be submitted in writing by the Chapter Chairperson of the Union to the Human Resources Department within five (5) working days. The Human Resources Department shall meet within five (5) working days with the Chapter Chairperson and the balance of the grievance committee. (This meeting may be attended by a Council and/or International Representative.) The Human Resources Department shall submit the written answer to the grievance to the Chapter Chairperson within five (5) working days after the meeting. The Union representatives may meet on the Board's property at a place mutually agreed upon between the Union and Board for at least one-half (1/2) hour immediately preceding the grievance meeting.

12.5 STEP 4:

- 12.5.1** If the grievance is still not settled, the Union may, within thirty (30) calendar days after receipt of the written reply of the Human Resources Department, request arbitration by written notice to the Board. The arbitrator will be selected through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and argument. The petition for arbitration will be filed with the American Arbitration Association within ninety (90) calendar days after receipt of the written reply from the Human Resources Department.
- 12.5.2** The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.
- 12.5.3** Arbitration shall be conducted under the auspices of the American Arbitration Association and the conduct of said hearing shall be controlled by its rules. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Board and one-half (1/2) by the Union, and all other expenses shall be borne by the party incurring them.
- 12.6** All Class Actions or dismissals shall automatically go to the Third Step of the Grievance procedure.
- 12.7** Extension of the timelines listed in Steps 1, 2 and 3 may be extended by the written mutual consent of the Board's representative and the Union.
- 12.8** There shall be no retaliation by the Board or its representative against Bargaining Unit Members or Union Officers for investigating, filing or processing grievances as allowed in Articles 11 and 12.

ARTICLE 13

DISCHARGE, SUSPENSION AND REPRIMANDS

- 13.1** For just cause, the Board or its representative may reprimand, suspend with or without pay, demote or discharge an employee.
- 13.2** When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning, by a Building Administrator and/or Supervisor of Operations and Security, which is to be affixed to the personnel record in any file, the Union and Employee shall be promptly notified in writing of the action taken.
- 13.3** An employee may request to remove material of a negative nature concerning his/her job performance that is over four (4) years old.

ARTICLE 14

SENIORITY

- 14.1** Seniority shall be determined for each employee effective the first day worked in the sub-custodial position and upon successful completion of the trail and/or probationary period.

In the event that two or more employees have the same seniority first work day as a sub-custodian, seniority will then be determined first by District hire date and then if there is a tie, by alphabetical order of surnames.

- 14.2** An employee that has moved to a regular custodian position and moves back to their former sub-classification shall maintain their full bargaining unit seniority from the date they last worked in the sub-custodial position.
- 14.3** **PROBATIONARY EMPLOYEES:** There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first forty-five

(45) working days of their employment. When employees complete the probationary period, they shall be entered on the seniority list and shall rank for seniority from the number of days worked as a probationary employee. Additional probation, up to forty-five (45) working days may be granted.

14.4 The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement. A probationary employee shall not be disciplined for union activity and, with that one exception, probationary employees shall not have access to the grievance procedure.

14.5 Seniority shall increase by each day paid for working. Any day a sub-custodian works for a minimum of one and one half hours (1 ½) shall count as a working day for purposes of sub-custodial seniority ranking.

ARTICLE 15

SENIORITY LIST

15.1 The Seniority List will be posted for the sub-custodial classification each February and will show all employees of the classification, their names, seniority rank and hire date. The employee with the most days worked shall be first on the seniority list. The employee with the next number of days shall be second and etc.

15.2 Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employee.

15.3 If, from the date of posting of the Seniority List, the List is not challenged by either party within seven (7) actual working days, it will be deemed accepted as accurate.

ARTICLE 16

LOSS OF SENIORITY

- 16.1** Employees shall lose their seniority for the following reasons:
- 16.1.1** They quit or retire.
 - 16.1.2** They are discharged and discharge is not reversed through the grievance procedure.
 - 16.1.3** They fail to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
 - 16.1.4** They are absent from work ten (10) consecutive working days without advising the Board. Seasonal employees (defined as available for ninety (90) days per year) shall be exempt from this provision during their non-work year.
 - 16.1.5** They overstay a leave of absence, unless there are approved extenuating circumstances.
 - 16.1.6** They give a false reason for a leave of absence or engage in other employment during such leave.
 - 16.1.7** Falsification of the pre-employment application either by design or omission.

ARTICLE 17

SENIORITY OF UNION OFFICERS

- 17.1** Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward, and one Steward shall, in the event of a lay off, be continued on the sub-custodial list as long as there is a job in the classification which they can perform and shall be recalled to work in the event of a layoff on the first job in their sub-custodial classification.

ARTICLE 18

LAY-OFF

- 18.1** The word "lay-off" means a reduction in the working force due to a decrease of work or of operating funds.
- 18.2** In the event of a layoff, the order of layoff shall be the employees within the sub-custodial classification with the lowest seniority ranking. If the number of work days are the same among two employees subject to layoff, then the employee with the latest hire date shall be laid off first.
- 18.3** During the layoff, seasonal sub-custodians who are/or become available to work, shall be laid off if they have a lower seniority ranking than sub-custodians currently laid off. Laid off sub-custodians with a higher seniority ranking shall be recalled if the Employer determines a need for more sub-custodians is needed on the call-in list.
- 18.4** The Board will provide employees and the Chapter Chairperson with seven (7) days notice prior to any layoff.

ARTICLE 19

ASSIGNMENT

- 19.1** Sub-custodian employees will be assigned work areas within the building in accordance with the needs of the Board. The provision and procedure of assignment to open vacancies shall continue using the current practice of third party internet posting and employer call-in practices.
- 19.2** Sub-custodian employees who are assigned to temporary long term (ten (10) work days or more) vacancies shall be assigned based on the highest sub-custodian work days ranking. The Employer may bypass any employee that has a building restriction for that building. No sub-custodian shall be required to take a long term vacancy.

ARTICLE 20

WORKING HOURS

- 20.1** The normal work schedule shall be Monday through Friday. The normal work week for computation of overtime is Monday, 4:00 a.m. to the following Monday, 4:00 a.m.
- 20.2** The regular full working day shall, for the first, second and third shifts, consist of eight (8) hours per day, with a minimum of one-half (1/2) hour off for uninterrupted lunch, not included in the eight (8) hour work period. Every shift shall have a definite starting and quitting time for each building and department. Employees shall be eligible for a fifteen (15) minute rest period in the first and second half of their shift.

ARTICLE 21

JOB DESCRIPTION

JOB TITLE: Sub-Custodian

SUMMARY: Keeps the district's school buildings in such a state of operating excellence and cleanliness so as to present no problems for, or interruptions to, the educational program.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- ◆ Cleans and preserves designated spaces, equipment, etc. in the building including dusting, washing of all furniture and fixtures, including interior/exterior windows.
- ◆ Assist with setup and clean up of cafeteria program.
- ◆ Maintains hard floor surfaces, sweeping, mopping, or scrubbing, including renovating, renewing floor surface finishes.
- ◆ Maintains carpeted surfaces, vacuuming, spot removal and extraction as needed.
- ◆ Restocks disposable items and provides head custodian with inventory usage data.
- ◆ Moves furniture, supplies, and miscellaneous equipment as directed.
- ◆ Assists visiting public utilizing the facilities with directions within building and in obtaining and setting up and taking down needed equipment.
- ◆ Assures cleanliness of lavatories, toilet rooms and rest rooms.
- ◆ Properly disposes of building trash and refuse (recycling, waste).
- ◆ Maintains building and grounds security in the building each school day, locking and unlocking doors, windows and offices.
- ◆ Assists outside maintenance with mowing (as needed), weeding, the perimeter of the building, parking lot (as needed) and playground; shoveling snow and generally ensuring the walks and steps are free from ice and snow.
- ◆ Makes periodic interior and exterior inspection tours for safety, vandalism or safety issues.
- ◆ Performs preventative maintenance and emergency repairs. Reports items that require repair.
- ◆ Other duties may be assigned by head custodian, or supervisor as pertains to job classification.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High school diploma or general education degree (GED).

LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent.

REASONING ABILITY:

Ability to apply common sense understanding to carry out detailed but basic written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

OTHER SKILLS and ABILITIES: Ability to pass a physical test. Ability to establish and maintain effective working relationships with students, staff and the community. Must have established reputation for being honest and trustworthy. Must have good attendance. Ability to operate standard custodial equipment and maintain such equipment with care. Ability to perform duties with awareness of all district requirements. The candidate should continuously present a neat appearance, well groomed in appropriate uniform.

PHYSICAL DEMANDS: The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and finger to handle, or feel objects, tools, or controls; and communicate. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders or scaffolding. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 90 lbs. such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays. The employee must be able to meet deadlines. The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional, related duties may be assigned.

6/30/02

ARTICLE 22

VETERANS

- 22.1** Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.
- 22.2** Employees who are reinstated in accordance with the "Universal Military Training Act" as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal laws then in effect.

ARTICLE 23

LEAVES OF ABSENCE

- 23.1** Leaves of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority upon written request by the employee.

ARTICLE 24

JURY DUTY

- 24.1** An employee assigned to a long-term assignment (ten (10) or more consecutive work days) who serves on Jury Duty will be paid the difference between their pay for Jury Duty and their regular pay.
- 24.2** When an employee is identified for Jury Duty but is not scheduled for attendance at court, they shall report for duty and make themselves available for assignment.

ARTICLE 25

WORKER'S COMPENSATION

- 25.1** In the event an employee loses time as the result of an on-the-job injury, they will be compensated as provided by the Michigan Worker's Compensation Act.
- 25.2** An employee unable to work due to an on-the-job injury must request an appropriate leave of absence as specified in Article 23, Section 23.1 of this Agreement.
- 25.3** It is understandable that it is possible for an individual to be receiving worker's compensation benefits after their employment with the Utica Community Schools has been terminated.

ARTICLE 26

BULLETIN BOARDS, BUILDING USE AND MAIL

- 26.1** The Employer agrees to provide a designated section of a bulletin board in each building and/or appropriate department which may be used by the Union for posting notices of the following type:
 - 26.1.1** Notice of Union recreation and social events.
 - 26.1.2** Notice of Union elections.
 - 26.1.3** Notice of Union results of elections.
 - 26.1.4** Notice of Union meetings.
- 26.2** The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.

28.3 The Employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.

ARTICLE 29

STRIKE AND LOCK OUT

29.1 No strike of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.

29.2 No lock out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE 30

UNIFORMS

30.1 Uniforms shall be provided according to the current custom of the Employer for sub-custodians.

30.2 Uniforms will be required of employees while on duty.

30.3 Upon separation of employment from the Utica Community Schools, employees shall return their uniforms to their supervisor.

ARTICLE 31

RATIFICATION

31.1 The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them. It is further agreed that the negotiating team will recommend to the employees that it be ratified.

31.2 The Administration agrees to submit this Agreement to the Board for ratification by them. It is further agreed that the negotiating team of the Board will recommend to the Board that it be ratified.

ARTICLE 32

AMENDMENTS AND TERMINATION


32.1 This Agreement shall commence March 9, 2009 and shall continue in full force and effect until June 30, 2010 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days or more than one hundred twenty (120) days prior to June 30, 2010.

32.2 This Agreement has been negotiated and executed and shall be controlled by all applicable laws, including any amendments that may hereafter be made during the life of the Agreement, and wherever the terms of this Agreement are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions, and until such renegotiation has been completed, such provision, or provisions, in conflict shall be void.

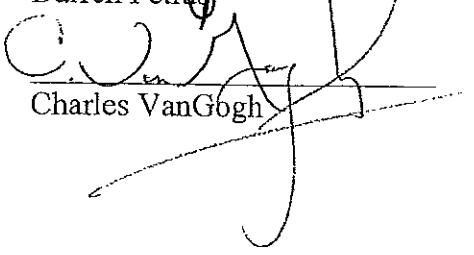
THE INTERNATIONAL UNION OF
THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
COUNCIL #25, AND ITS AFFILIATE
LOCAL #6147

THE BOARD OF EDUCATION
UTICA COMMUNITY SCHOOLS
MACOMB, COUNTY, MICHIGAN

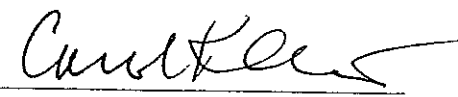
BY:

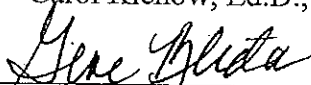

Gaylen McDonald, Council #25

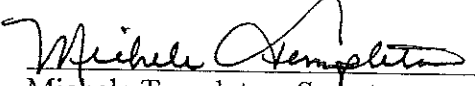

Darren Petras

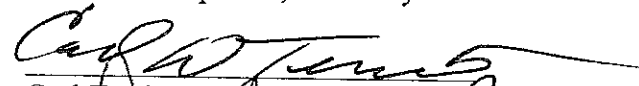

Charles VanGogh

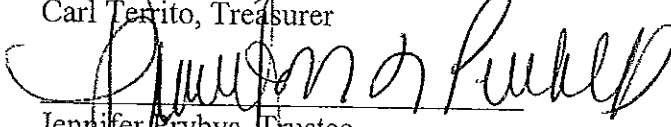
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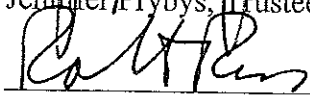

Carol Klenow, Ed.D., President

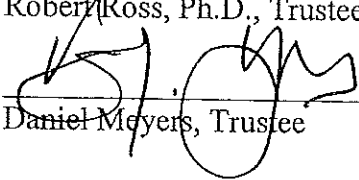

Gene Klida, Vice President


Michele Templeton, Secretary


Carl Territo, Treasurer


Jennifer Frybys, Trustee


Robert Ross, Ph.D., Trustee


Daniel Meyers, Trustee

