

6/30/90

AGREEMENT BETWEEN
RUDYARD AREA SCHOOLS BOARD OF EDUCATION
RUDYARD, MICHIGAN

AND THE

UNITED STEELWORKERS OF AMERICA

JULY 1, 1987 to JUNE 30, 1990

Rudyard Area Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

THIS AGREEMENT, made and concluded this first day of July 1987, by and between the RUDYARD AREA SCHOOLS BOARD OF EDUCATION, RUDYARD, MICHIGAN, a public employer and the UNITED STEELWORKERS OF AMERICA. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers of America is hereinafter called the "UNION".

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The employer recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

The term "employees", as used in this Agreement, shall be understood to mean all custodians and bus drivers employed by the employer but excepting supervisors as defined by law and also excepting all other employees.

The employer recognizes and will not directly or indirectly interfere with the rights of the employees to belong to the Union and will not discriminate against any employee in any manner because of Union membership or Union activity.

ARTICLE II - MANAGEMENT RIGHTS

The management of the schools and of operations and the direction of the working forces including the hiring, suspending, discharging or otherwise disciplining of employees for just cause, the laying off and recalling of employees in any reduction or increase of the working forces, the control and regulation of the equipment and property of the employer, the right to change or introduce new or improved operations, methods, processes, means or facilities, and to determine qualifications wherever referred to in this Agreement are exclusive functions of the management; provided, however, the management shall observe the provisions of the Agreement and shall not discriminate in any manner in the application of these rights.

ARTICLE III - DUES CHECKOFF, UNION MEMBERSHIP

The employer, where so authorized and directed by an employee in writing on an agreed upon form, will deduct from the wages of employees, the membership dues of the Union which include monthly dues and initiation fees in amounts designated by the International Treasurer or the Union at the address which he authorizes for this purpose.

The remittance shall be accompanied by a list showing the name of the member, dues deducted or the reason for no deduction and a copy of said listing shall be furnished the financial secretary of the local union. If the employer is unable to make deduction for any month, a supplemental deduction will be made the following month to cover that month.

Union Security. It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the Union in good standing on the effective or execution date of this agreement whichever is the later, shall remain members in good standing and those who are not members and who have completed their probation period on the effective or execution date of this agreement, whichever is the later, shall on the thirtieth day following the effective date, whichever is the later, become and remain members of the Union in good standing.

It shall also be a condition of employment that employees hired on or after the effective date of this agreement, whichever is the later, shall upon completion of probation become and remain members in good standing in the Union. An employee may fully comply with the membership requirements of the Section by the payment of a sum equal to that portion of the periodic dues which are used for collective bargaining purposes and fulfillment of the Union's obligations under this contract.

ARTICLE IV - SENIORITY

Section 1. The employees shall have seniority within their classification for the purposes of layoff from work, recall to work, promotion, demotion, and for such other purposes as hereinafter outlined; provided, however, it is understood that in any application of seniority, the employee must be able to perform the available work.

Section 2. New employees shall be on probation for a minimum of 60 work days of which 30 work days will be while school is in session. During this period, the employee may be released from employment for any reason and without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

Section 3. Employees shall lose seniority because of a voluntary quit, a discharge for good cause, a layoff from work extending beyond one (1) year or a failure to return to work within ten (10) work days of receipt of a notice of recall as hereinafter outlined.

Section 4. In the event of a permanent vacancy in a position covered by this agreement, a notice shall be posted for five (5) work days in conspicuous places outlining the vacancy. If the position is filled by transfer, the transfer will become effective within five (5) days after termination of posting. The transfer will be awarded to the employee applying with the most seniority and who can perform the work. If minimal training is necessary to fully inform the employee as to the job, such training will be given the employee.

Section 5. When it is necessary to reduce the number of employees in any job classification because of lack of funds, lack of work, etc., seniority and ability to perform the work will determine layoff procedures.

Section 6. An employee promoted from the bargaining unit to a supervisory position not covered by this agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to 90 days. At the end of the ninety-day period, if the employee remains as a supervisor, he forfeits all seniority rights.

The employee may return to his former job in the bargaining unit within a ninety-day period without a loss of seniority.

Section 7. When an employee is to be recalled from layoff, a registered or certified mail notice shall be sent by the employer to the employee's last known address. The employee shall either report for work or make arrangements which are satisfactory to the Employer to report to work within ten (10) days from receipt of the notice to report. Failure to report or make suitable arrangements to report within the ten days will result in removal from the seniority list and loss of recall rights.

ARTICLE V - REPRESENTATION AND GRIEVANCE PROCEDURE

Section 1. The parties agree that in the interest of harmony on the job, any grievance or complaints arising from the work or from interpretation or application of any portion of the Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of three (3) employees in the unit. These committee members, insofar, as possible, will be from different schools. The committee members shall be permitted a reasonable time away from their work for the purpose of investigation of or discussion of any grievance which may arise, after getting permission from their supervisor. The supervisor will not arbitrarily withhold such permission.

Step No. 1. When an employee has a complaint or grievance, it will first be discussed orally between the supervisor and employee(s) involved with or without a committeeman, within fifteen (15) work days after occurrence of incident or within fifteen (15) work days after the employee(s) became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have five (5) work days in which to give an answer.

Step No. 2. In the event the complaint or grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the Employer's Step No. 2 representative(s). It shall be discussed at a meeting of the Step No. 2 representative(s) of the Employer and the grievance committee to be held within seven (7) working days after the supervisor gives his answer in the 1st step. An answer will be given within five (5) work days after the meeting is held or such longer period as may be agreed upon by the Step No. 2 representative(s) and the committee.

Step No. 3. In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who, accompanied by the committee, shall meet with the Employer's designated Step No. 3 representative(s), accompanied by such other management staff as he may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged.

Section 2. If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be voided. If the Employer fails to give answers within the time limits listed in Step No. 2, the grievance shall be considered settled on the basis of the remedy sought in the grievance.

Section 3. In the event that either party decides that further meetings in Step No. 3 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other in writing not later than thirty (30) days after the last meeting in Step No. 3. In order to be submitted to arbitration, the dispute must involve interpretation, application, or alleged violation of the contract or disputed disciplinary action. Within ten (10) days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations commission will be asked to submit a panel and one will be chosen according to Commission rules. All expenses of an arbitrator shall be borne equally by both parties.

ARTICLE VI - DISCHARGE AND SUSPENSION

Section 1. An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) days of such action as provided in Article V, Step No. 2.

Any discharge or suspension not questioned in writing in three (3) days of such action shall be considered final.

ARTICLE VII - WAGES, HOURS, AND WORKING CONDITIONS

PART A. CUSTODIANS

Section 1. The Board recognizes the principle of an eight-hour day, a five-day work week, Monday through Friday inclusive with the exception of night custodian at the high school who works a variable forty-hour work week which could extend beyond Monday through Friday.

The lunch period shall be of twenty minutes duration to be taken as the work schedule will allow and as close to midpoint of the shift as possible.

The hours at the individual buildings shall be as follows:

Junior-Senior High School	5:00 A.M.	to	1:00 P.M.
	2:30 P.M.	to	8:30 P.M.
	3:00 P.M.	to	11:00 P.M.
Turner-Howson Elementary School	5:00 A.M.	to	1:00 P.M.
	12:00 P.M.	to	8:00 P.M.

The parties recognize that, with the full or partial closing of some buildings and/or re-arrangement of activities in other buildings, the above schedule of hours will have to be changed.

The employer agrees to adhere as closely as possible to the above schedule in making necessary changes.

During the summer months when school is not in session, the employees will work from 6:00 a.m. to 4:30 p.m. with a thirty (30) minute duty-free lunch period. Four (4) ten (10) hour days will constitute the work week. Part of the work force will work Monday through Thursday, and part Tuesday through Friday.

Custodians will, if possible, report to work on so-called snow days when school is not in session. If a custodian cannot get to work, he will contact his supervisor and so inform him. If circumstances later permit, the custodian shall report to work when possible.

If the above procedure is followed, the employee will not lose time for such absence.

Section 2. Time and one-half shall be paid for all hours over eight (8) when school is in session and over ten (10) hours during the summer months and over forty (40) hours in any one week. Both daily and weekly overtime shall not be paid for the same overtime hours.

No employee will be required to take time off to offset overtime worked. Available overtime will be worked by the employee(s) normally assigned to the job. If he is unavailable for any reason, the overtime will be given to the employee who is best qualified to do the job.

Section 3. Custodians called in on an emergency assignment or who are called out to work for any reason when normally off duty, will be guaranteed not less than two (2) hours work or two (2) hours pay in lieu thereof.

PART B. BUS DRIVERS

Section 1. Bus drivers salary is based on the amount of time required for each run at the applicable rate per hour. Time has been allowed for maintaining and gasing buses, waiting time, show-up time and nuisance factor.

Section 2. Extra trips will be paid at the rate of \$5.30 per hour during the 1987-88 school year; \$5.60 per hour during the 1988-89 school year; and \$6.00 per hour during the 1989-90 school year for any trip over 1½ hours with a minimum of \$7.50 for any one trip. Drivers must record to the nearest quarter hour the time they leave and return to the bus garage. Overnight trips will be paid on the basis of driving time with a minimum of eight (8) hours for each day. Room and board will be furnished on overnight trips. Drivers who show up for a special trip that is cancelled will be paid one hours regular pay. The school shall first contact regular drivers for all extra trips. The only exception to this will be in the event an emergency exists.

Section 3. Extra trips are defined as any school related trip in which Rudyard Area Schools students are transported in Rudyard Area Schools buses anywhere or anytime, except on the regular bus runs to and from Rudyard Area Schools.

Section 4. Full time bus drivers will be reimbursed the cost of a chauffeur's license with a bus driving endorsement upon presenting a receipt to the central office.

Section 5. All new bus drivers shall serve a six (6) month probationary period during which time their work performance shall be evaluated.

Section 6. Required TB tests, including x-ray if needed, will be paid by the school at the usual and customary rates.

Section 7. Physical examinations as required by law, or upon school request, will be paid by the school. The school may select the examining doctor.

PART C. CUSTODIANS AND BUS DRIVERS

Section 1. Supervisors who are excluded from the bargaining unit will not perform any work normally performed by unit employees except in case of emergency which requires immediate, on-the-scene attention, in the instruction of unit employees, or in case the employer is unable to secure adequate numbers of employees.

Section 2. The wage schedule hereto attached and made a part hereof shall be effective for the period shown therein and shall be changed only by mutual agreement of the parties hereto.

Section 3. The parties agree to abide by the provisions of the Equal Opportunity Employment Act.

ARTICLE VIII - HOLIDAYS

Section 1. All custodians will be entitled to the following holidays off with eight hours pay at regular rate: the day before New Years, New Years Day, Monday, Tuesday, and Wednesday of Easter Break, Memorial Day, Independence Day and July 5, Labor Day, Thanksgiving Day and Friday thereafter, the day before Christmas and Christmas Day.

Should the listed holidays fall on a Saturday, custodians will be granted a compensatory day off in the summer when school is not in session as mutually agreed by the employer and employee.

Any custodian required to work on any of the listed holidays, shall be paid time and one-half for all hours so worked in addition to the holiday allowance.

ARTICLE IX - LEAVE TIME

Section 1. Sick Leave. Employees shall be entitled to thirteen (13) days sick leave annually. Sick leave, when unused, will be cumulative without limit. Sick leave shall be used only for personal illness or illness in the employee's immediate family.

After seven (7) years service with the Rudyard Schools, a full time custodian, upon termination of services, shall receive \$10.00 per day of accumulated sick leave to a maximum of \$630.00 to any one employee.

After seven (7) years service with the Rudyard Schools, a full time bus driver, upon termination of services, shall receive \$4.00 per day of accumulated sick leave to a maximum of \$400.00 to any one employee.

Section 2. Funeral Leave. Employees will be entitled to three (3) days off with pay in the event of a death in the immediate family, one of which shall be the day of the funeral. Immediate family shall be understood to mean father, mother, spouse, parent of spouse, brother, sister, child, grandparent, or other relative if living in the employee's household as a member of the family.

No pay will be due under this section if the employee is not working but is receiving pay under another provision of this Agreement.

Employees will be permitted to use three (3) sick leave days for the purpose of attendance at funerals where the relationship of the employee and deceased indicates such attendance.

Section 3. Personal Business. Three (3) days for the conduct of personal business. Personal business shall be defined as business that cannot be taken care of except during the regular work week. In no instance shall it be used as a vacation day. Employees shall request a personal business day from their supervisor at least two days in advance, except in case of emergency, indicating the reason for the request. Personal business days cannot be taken two days prior to or following school vacations. Personal business days shall not be accumulated from year to year. Days used for personal business shall be charged against the thirteen days sick leave granted per year.

Section 4. Leave of Absence Due to Illness or Injury. A bus driver desiring a leave of absence for up to thirty (30) days for an extended illness or injury shall secure permission from the Director of Transportation. If the request is for more than thirty days, permission must be granted by the Board of Education. If such leave is granted, neither seniority nor benefits shall apply during the leave of absence. In the event such illness or injury appears to require ninety (90) days or more of leave, the employee or his/her designee must so notify the Director of Transportation. If such request or the substantiated need for leave exceeds ninety (90) days, the employer reserves the right to determine if the employee should be separated from employment. Such determination shall be made in the best interest of the students who receive the services, the employee, and the employer, and shall be considered on an individual employee's circumstances and situation.

Section 5. Jury Duty. Jury and Witness Pay. Any employee called on jury duty or subpoenaed as a witness in a court of record will be paid the difference between such jury or witness pay and his regular pay. No pay will be due hereunder if the employee is on paid vacation at the time of service on the jury or as a witness.

ARTICLE X - INSURANCE

Section 1. Hospitalization. The Board of Education will provide and pay for the Blue Cross/Blue Shield Four Star Plan or its equivalent with another carrier as determined by the Board of Education for each custodian and his dependents. Such coverage shall be available at the completion of probation and shall be paid for any month the custodian is actually on the payroll. The employer is not responsible for benefits available under said insurance coverage for any period when the employee is not actually covered by the carrier.

Section 2. Life Insurance. The Board of Education will provide and pay for a life insurance policy for each custodian in the amount of \$5,000, with double indemnity in case of accidental death or dismemberment.

Section 3. The Board of Education will provide and pay for SET Dental insurance for each custodian and his dependents effective July 1, 1985.

Section 4. Hospitalization. The Board of Education will pay 75% of a single subscribers rate of the current Blue Cross/Blue Shield health insurance for nine months and 50% of the rate for 3 months for 1987-88 and 1988-89. In 1989-90, the school will pay 75% all year for the above type of policy. Bus drivers must provide proof of not being covered by their spouse's insurance. The coverage will commence as of October 1. Bus drivers are responsible for applying for this benefit on forms available in the administrative office prior to October 1. Bus drivers are responsible for the balance of the premiums, which can be deducted from their bi-weekly payroll checks.

ARTICLE XI - VACATIONS

Section 1. Custodians employed for 12 months shall receive five (5) days vacation per year after one year, ten (10) days after two years, fifteen (15) days after ten years, twenty (20) days after fifteen years, and 25 days after twenty years.

Section 2. From and after January 1, 1974, the vacation plan shall be administered as follows:

Upon completion of one year's service, a custodial employee will then take his allotted five (5) days vacation between the time of his anniversary date and December 31st of that year. Thereafter, he will be permitted to take his allotted vacation at any time during the calendar year subject to making suitable arrangements with his supervisor; provided, however, in the years in which an employee progresses from 5 to 10 days, 10 to 15 days, 15 to 20 days, or 20 to 25 days, he may be required to wait until after his anniversary date to take the additional allotted days gained in that year.

In the event that more custodians than are allowed off at any one time request the same vacation period, the employee with the greatest seniority will have the preference.

If a holiday listed in the holiday clause occurs during a custodian's vacation, he shall receive either an additional day's vacation or an additional day's pay in lieu thereof.

Section 1. Full time bus drivers will receive one paid vacation day per year; after five years of service, full time drivers will receive two paid vacation days per year; after ten years of service, full time drivers will receive three paid vacation days per year; after 15 years of service, full time bus drivers will receive four paid vacation days per year; after twenty years of service, full time drivers will receive five paid vacation days per year.

Bus driver vacation days cannot be accumulated from year to year.

ARTICLE XII - MISCELLANEOUS

Section 1. The employer agrees to furnish all necessary and reasonable devices and equipment to provide for the health and safety of the employee while at work.

Section 2. Any employee entering the Armed Services of the Nation shall be entitled to re-employment upon release from the Service in accordance with the applicable Federal and State laws.

Section 3. In the event that any portion of this Agreement becomes invalid by reason of the passage of any State or Federal law or ruling of any court of competent jurisdiction, such provision only shall be affected and the balance of the Agreement shall be in full force and effect.

Section 4. The unit employees will perform minor maintenance as they have in the past.

Section 5. The employer shall have the right to issue rules and directions governing conditions of employment as they affect the unit. If a rule is promulgated, a dated copy thereof will be given to the Union.

If the Union disagrees with the rule, it may file a grievance within not more than ten (10) days of the effective date of the rule.

Section 6. The employer agrees to purchase three sets of uniforms (shirt and slacks) each year for the duration of this contract. The uniforms are to be maintained and kept clean by the custodians. They are only to be worn to and from work, and while working at Rudyard Area Schools.

ARTICLE XIII - STRIKES AND LOCKOUTS

There shall be no strikes, work stoppages, or impeding of any work whatsoever. No officer or representative of the Union shall authorize or condone any such activities and no employee shall participate in such activities.

There shall be no lockout by the employer.

TENURE

THIS AGREEMENT shall be effective as of the day and year first above written and shall continue in effect until June 30, 1990, and for the annual periods thereafter unless either party notifies the other party of a desire to modify the Agreement. Such notice shall be by certified mail and if by the Union be addressed to the Rudyard Area Schools Board of Education, Rudyard, MI 49780, and if by the Board of Education, to the United Steelworkers of America, 318 Iron Street, Negaunee, MI 49866. Either party may, by like notice, change the address to which notice is to be sent.

WAGE SCHEDULE

CUSTODIANS

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Start	\$ 6.41 per hour	\$ 6.67 per hour	\$ 6.93 per hour
6 months	6.93 per hour	7.21 per hour	7.48 per hour
1 year	7.54 per hour	7.83 per hour	8.12 per hour

Any custodian working at least four (4) hours prior to 7:30 a.m. or four (4) hours after 4:30 p.m. during the regular school year (when school is in session) shall be paid a shift differential of 15¢ per hour for the full shift.

The above rates will apply as of the date the employee has or will accumulate the length of service specified.

CUSTODIAN COLA CLAUSE 1987-90

1. For the purpose of this Section, consumer price index refers to the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (1967-100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. Consumers Price Index Base shall be the June 1981 figure.
3. The adjustments shall be paid quarterly commencing July 1, 1987 calculation date and actually payable October, January, April, and July for the duration of this contract.
4. Change in the Consumer Price Index is defined as the percent difference between the, (1) Consumer Price Index Base, and (2) the Consumer Price Index for the month following the adjustment date which will reflect the actual change for the quarterly period.
5. Effective on each adjustment date, a cost of living adjustment equal to 1¢ for each .3 percent increase in the COLA shall be payable for all hours actually worked (inclusive of overtime) and for reporting pay but shall not be payable as part of the employee's rate for any other purposes.
6. COLA cap increase of up to 10¢ per hour per year and the current July 1, 1987 Cost of Living. For this contract, July 1 is the beginning date and June 30 the ending date of a year. This shall be paid according to the above five provisions.

PART TIME CUSTODIAL AIDE

Rudyard Area Schools will employ a part time custodial aide during the 1987-88 school year (not to exceed 2½ hours per day) at the following hourly rate, to include the above COLA provision.

Start	\$ 5.00 per hour
6 months	5.30 per hour
1 year	5.65 per hour

BUS DRIVERS

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
\$ 8.33 per hour	\$ 8.74 per hour	\$ 9.10 per hour

SIGNATURE PAGE

In witness whereof, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first shown above.

RUDYARD AREA SCHOOLS

Randall D. Neelis
Superintendent

Lenore W. Ross
Board President

Prudence A. Allen
Board Secretary

UNITED STEELWORKERS

LYNN WILLIAMS, President

EDGAR BALL, Secretary

JAMES MCGEEHAN, Treasurer

GEORGE BECKER, Vice President
Administration

LEON LYNCH, Vice President
Human Affairs

ELDON D. KIRSCH, District Director

CARL L. MILLER, Staff Representative

Local Union Representative

Local Union Representative

Local Union Representative