

7/1/73 —

AGREEMENT

THIS AGREEMENT, effective July 1, 1973, is by and between the CADILLAC AREA PUBLIC SCHOOL DISTRICT OF CADILLAC, MICHIGAN, hereinafter called the "EMPLOYER". party of the first part and the INTERNATIONAL UNION OF DISTRICT 29, UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, on behalf of LOCAL UNION NUMBER 14904, hereinafter called the "UNION", party of the second part.

Cadillac

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Witnesseth:

WHEREAS, the parties hereto have reached Agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

ARTICLE I

SECTION 1

The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment, and other conditions of employment for the employees of the employer as defined in this paragraph. The term "employees", as used in this Agreement, shall mean Custodians, School Bus Drivers and Cooks, but excluding Supervisors and the Mechanic.

SECTION 2

It will 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 date or execution date of this Agreement, whichever is the later, shall remain members in good standing.

It shall also be a condition that all employees covered by this Agreement and hired on or after it's effective or execution date, whichever is the later, may on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

The employer acknowledges the right of the employees to join and belong to a Union and agrees to negotiate in good faith with this certified

*Cadillac Area Public Schools
500 Chestnut Street
Cadillac, MI 49601*

group, but does not agree to do anything which deprives the individual of his right of self-determination in joining the said Union.

SECTION 3 -- DUES CHECKOFF

The employer, where authorized and directed in writing on a mutually agreed upon form, will deduct from the first pay of each month the sum of the employee's dues, initiation fees and remit the same to the INTERNATIONAL UNION OF DISTRICT 29, UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, LOCAL UNION 14904, FIVE GATEWAY PLAZA, PITTSBURGH, PENNSYLVANIA 15222.

A checkoff list shall accompany the deduction setting forth the name and amount of dues or initiation fees and a copy of said list shall be sent the REGIONAL OFFICE, DISTRICT 29, of the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, LOCAL UNION 14904, at 220 SOUTH JAMES STREET, LUDINGTON, MICHIGAN 49431, and a copy to the Financial Secretary of the Local Union 14904.

ARTICLE II

SECTION 1 -- GRIEVANCE PROCEDURE

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 consisting of two union members and the President of the Local Union, all of whom shall be employees of the employer.

The Union shall furnish the employer with the names of the grievance committee members and the employer agrees to deal with these representatives of the Union in settling grievances and in bargaining under this Agreement. Grievances shall be submitted in writing and shall be taken up for adjustment, as may be necessary in each case, as

follows:

First: By the employee (s), a committeeman and the Supervisor.

Second: By the committee and Superintendent of Schools.

Third: By the committee and the Board of Education.

The committee shall have the right to call in a representative of the International Union at any time.

Fourth: Either party shall have the right to the services of the Michigan Labor Relations Commission after all grievance procedure has been exhausted.

Employees attending grievance meetings will be held responsible to make up work if scheduled during their normal working hours. The Superintendent of Schools, when so notified by the grievance committee, will call a meeting within three (3) days barring emergencies beyond his control.

ARTICLE III

SECTION I -- DISCHARGE AND SUSPENSION

An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) working days of such action as provided in Article II of this Agreement. Any discharge or suspension not questioned within the three (3) days shall be considered final.

ARTICLE IV

SECTION I -- SENIORITY

The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion,

transfer, recall and layoff, the following factors shall be considered:

- A. Seniority
- B. Ability to perform available work
- C. Physical fitness for the work

Where factors B and C are relatively equal, seniority shall be the determining factor. In the event of a dispute over the relative equality of factors B and C in the case of any employee, a trial period of thirty (30) days shall be provided if requested by the grievance committee of the Union after a full discussion of the problem with the employer. The question of ability and/or physical fitness for the job shall be determined by the employer at the end of the trial period.

SECTION 2

In the event of a reduction in force which requires the layoff of any employee from the system, the employee with the least seniority within the bargaining unit will be the first to be laid off regardless of his position. However, in order to be retained or recalled, the employee or employees involved must be able to perform available work efficiently.

SECTION 3

When it is necessary to curtail the number of employees in any job classification due to elimination of the job, a reduction of the number of employees in the job or other reason, the employee(s) on the job with the least seniority will be released from such job. Such employee will then be allowed to displace an employee with less seniority on another job classification providing the displacing employee is able to satisfactorily perform the duties of the job he seeks to

displace into. Any employee under this procedure will, in turn, have a like right until, by process of elimination, the employee with the least seniority is laid off, or if no layoff is contemplated, is assigned other work by the employer.

SECTION 4

New employees will be on probation for a period of sixty (60) work days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the employer regardless of other provisions of this Agreement.

Probationary employees retained in excess of sixty (60) work days shall have seniority from first date of hire.

SECTION 5

When temporary vacancies occur they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. Vacancies under this Section shall not be subject to the bidding procedures.

- A. All job openings must be posted. When permanent vacancies occur and no employee bids on position open the last individual employed can be assigned to the posted vacancy.

SECTION 6

An employee who leaves the system for any reason and is later re-employed can be started at a rate comensurate with his past work experience within the system but will start as a new employee in all other respects.

SECTION 7

The parties recognize that it is necessary to employ temporary workers at times. A temporary employee shall be defined as one who is hired

for a sepecific project for a pre-determined time period without intent on the part of the employer to re-employ him after the temporary job is completed. A temporary employee shall accrue no seniority while employed. In the event such temporary employee is later hired on a permanent basis, he shall be given a retroactive seniority date computed by counting back from his permanent hiring date, the actual number of days worked as a temporary employee.

SECTION 8

The parties agree that employees handicapped by physical impairment in a manner or degree to restrict their ability to perform assigned work should be given consideration under the seniority provisions. Accordingly, any seniority provisions may be waived with respect to such employee as mutually agreed between the employer and the Union. It is understood that the provisions of this Section are inapplicable to employees eligible for retirement.

ARTICLE V

WAGES AND HOURS

SECTION 1

There is hereby recognized a normal eight (8) hour working day, forty hour week, the time to be established by the supervisor or principal. The eight (8) hour work day will be consecutive hours. However, if it is necessary to deviate from this pattern, the starting and stopping time of the shift will be established after a full and complete discussion with the Local Union Committee. In the event the Local Union Committee is not satisfied with either the need for such change or the hours established, the matter shall be subject to the grievance pro-

cedure.

All custodians shall remain in their respective buildings during this work time unless directed otherwise by the supervisor or building principal.

SECTION 2

Two (2) coffee breaks of a maximum of fifteen (15) minutes each shall be allowed the employees. Allotted time for coffee breaks and lunch period is inclusive of any movement time.

SECTION 3

Head custodians shall be allowed one (1) hour for Saturday and one (1) hour for Sunday from October 15th to April 15th for checking heating equipment, etc., and are required to use the full time allotted to check the condition of the building, windows, doors, etc.

SECTION 4

No person presently employed as of July 1, shall be newly assigned or transferred to the night shift in the Cadillac Schools without their written consent.

SECTION 5

Employees called in on an emergency shall not be paid less than 2 hours overtime pay. (1-1/2 of hourly rate of base pay.) Employee shall remain for as long as deemed necessary by building administrator or employee supervisor.

SECTION 6

Employees temporarily transferred to a higher rated position for a temporary period in an emergency or for vacation relief, sickness, etc., shall receive the higher pay rate. An employee temporarily transferred

to a lower rated position for the convenience of the employer shall receive his regular rate.

SECTION 7

Salaries shall be as follows:

<u>Job Classification</u>	<u>1973-1974</u>	<u>1974-1975</u>
Building Custodian In Charge	\$3.90	\$4.08
Night Shift Custodian In Charge	\$3.75	\$3.93
Elementary Building Custodian In Charge	\$3.65	\$3.83
General Custodian	\$3.55	\$3.73
Maintenance Man In Charge	\$3.90	\$4.08
Maintenance Man	\$3.80	\$3.98
Cafeteria Cook In Charge	\$2.92	\$3.10

<u>General Labor</u>	<u>1973-1974</u>	<u>1974-1975</u>
New Hiring	\$2.82	\$2.97
Six Months	\$2.90	\$3.05
One Year	\$2.95	\$3.10
Two Years	\$3.10	\$3.25

Time and one-half the regular hourly rate shall be paid for all hours worked in excess of eight (8) in any one day or forty (40) hours in any one week. In the case of the custodian-bus drivers, daily overtime shall be paid after ten (10) hours. STATEMENT OF THE UNION - September 29, 1970. Both daily and weekly overtime shall not be paid for the same overtime hours.

Custodian, Maintenance, and Cafeteria Cook In Charge job classifications are established as provided in "Contract Addendum Statement" on page 14, of the 1971-1972 and 1972-1973 Master Contract. Employer agrees

that no employee will receive a reduction of salary as result of establishment of these classifications and salaries so indicated are only for those employees having reached the top of salary allowance under the present five year (5) scale.

SECTION 8

Night Duty Custodian to receive 10¢ per hour commencing at start of the shift.

SECTION 9

Extra bus trips shall be paid at regular drivers rate plus \$2.50 per hour waiting time.

If the extra trip driver is 15 minutes late for an assignment, he may be replaced.

No full time custodian, maintenance man, mechanic, or supervisor will be employed in a dual capacity as a bus driver except on an emergency basis, with first consideration given to Union members.

SECTION 10

Night time snow plowing shall pay 1-1/2 per hour after an eight (8) hour day for forty (40) hour week period. The job will be bid by seniority for the season and subject to Article IV, Section (1) on qualifications.

SECTION 11

Bus trips shall be posted in the bus garage at least 48 hours in advance. Seniority shall prevail.

SECTION 12

Established summer employment of regular employees will be at \$2.25 per hour. (Part-time employees for summer work will not be covered under this contract.) Part-time employees for summer work will not receive salary in excess of what is paid to regular employees.

ARTICLE VI

VACATIONS

SECTION 1

Custodians and maintenance personnel shall be entitled to vacations as follows:

One (1) year experience	One Week
Two (2) to seven (7) years	Two Weeks
Eight (8) to eighteen (18) years	Three Weeks
Over eighteen (18) years	Four Weeks (1973-1974)
Over seventeen (17) years	Four Weeks (1974-1975)

The vacation week shall be construed to mean the employees' regular work week with pay for forty (40) hours at regular rate.

Vacations shall be established by the employer and shall take into consideration requests of the employees according to seniority. A staggering of vacation period will be allowed by the supervisor to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year.

Failure of an employee to receive permission in advance of vacation absence will result in loss of salary benefits for the period of that absence.

ARTICLE VII

HOLIDAYS

SECTION 1

Custodial employees will be entitled to the following holidays off with regular pay: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day.

Where such a holiday falls on Saturday, employees will be released at least by noon of the preceding day and for the full day unless an emergency is presented with normal work loads.

ARTICLE VIII

SICK LEAVE AND OTHER LEAVES

SECTION 1

Custodians shall be granted twelve (12) days a year sick leave for personal illness, accumulative to one hundred (100) days in 1973-1974 and one hundred-five (105) days in 1974-1975. Nine (9) month employees on full time employment (6 hours or more) to receive three quarters (3/4) or seventy-five (75) days accumulative sick leave.

Pay for sick leave will commence with the date the employee is unable to work and shall continue for the period of disability or until the employer has paid an amount equal to which the employee's accumulated sick leave would entitle him.

The employer may request a doctor's certificate covering any illness exceeding three (3) consecutive days.

The employee must arrange for notification of supervisor or building principal at least one hour previous to his scheduled reporting time and when possible the night previous or afternoon previous in the case of night duty personnel.

SECTION 2

An employee requesting a leave of absence for any reason other than illness shall make application through the supervisor to the Superintendent of Schools in writing, stating the length of leave requested and the purpose thereof. Approval rests solely with the employer.

SECTION 3

Two (2) days leave for personal business may be allowed with prior approval of supervision.

The allowable time off for personal business will be granted at such times as may necessitate the employee's absence for such personal business and no employee will be asked to divulge the reasons for such request unless he or she offers such reason. Personal leave will not be used for such things as shopping trips, hunting, fishing, etc., nor for the days before and/or after holidays.

Failure to comply with above will result in forfeiture of pay for day or days in question.

SECTION 4

Up to seven (7) days absence may be granted when a custodian, bus driver, or cook is called for jury service or subpoenaed as a witness in a school connected dispute. It is expressly understood that any compensation received by the employee in the form of witness fees or jury pay will be deducted from the employee's normal salary.

SECTION 5

Sick leave for bus drivers shall be based on nine (9) days per year accumulative to fifty (50) days, 1973-1974 and fifty-five (55) days, 1974-1975.

SECTION 6

Any employee who enters the Armed Service of the United States shall be returned to his position, without loss of seniority, within six (6) months of his honorable discharge from the Service. Any employee drafted to participate in the National Defense program shall be returned to his position, without loss of seniority, within six (6)

months of his honorable discharge from Service.

SECTION 7

An employee will be entitled, when necessary, to three (3) days off with pay for each death in the immediate family. A total of six (6) days will be allowable during the contract year without charge against employee's sick leave benefits. All other occurrences will be charged against sick leave. Immediate family designation is: spouse, children, step-children, parents, siblings, parents-in-law, brother or sister-in-law, grandparents, or other relative if such relative resides in household as a member of regular family unit.

ARTICLE IX

INSURANCES

SECTION 1

A \$5,000.00 paid life insurance with double indemnity during the 1973-1974 contract shall be provided each employee covered by this contract after successful completion of probation. This coverage shall not be available to part-time or summer help.

ADDENDUM FOR 1974-1975 CONTRACT

The above insurance increased to \$6,000.00 effective July 1, 1974.

SECTION 2

Blue Cross-Blue Shield hospital, medical and surgical coverage shall be provided to employees at the rate of \$50.50 per month cost to the employer.

Bus drivers will be entitled to one half or \$25.25 per month maximum for nine (9) months only. Drivers may request this amount spread over a twelve month period. The full cost of hospitalization insurance up

to \$50.50 will be paid by the employer when two full time or one full time and one nine (9) month employee are involved (husband and wife); unless such combination of benefits is less than the total cost of that benefit.

ADDENDUM FOR 1974-1975 CONTRACT

Upon the effective date of the next Blue Cross-Blue Shield rate increase the Board will increase its above monthly contribution from \$50.50 up to a limit of \$55.00 per month, which shall not thereafter be changed for the balance of the term of the Master Agreement.

Bus drivers will be entitled to one half or \$27.50 per month maximum for nine (9) months only. Drivers may request this amount spread over a twelve month period.

ARTICLE X

MANAGEMENT

SECTION 1

It is understood that the employer shall have the right to plan the work, direct the working force and hire and discharge employees for cause and the Union agrees not to interfere with the exercise of this right. It is further understood that the employer shall have the exclusive right to determine qualifications wherever referred to in this Agreement. The employer agrees not to use this right for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure.

ARTICLE XI

DISABILITY

SECTION 1

If a question arises as to the physical ability of an employee to perform work on his classification or on a classification for which he makes application, the employer may require a physical examination by a physician of it's choice at the employer's expense. Should a medical question arise from a different opinion given by the employee's physician, the parties hereto shall choose a third physician who, after consulting with the other two (2) physicians, shall render an opinion. Such opinion shall be final and binding on the parties hereto. The expense of the third physician shall be divided equally between the parties.

TENURE

This Agreement shall become effective as of the date first above written and shall continue in effect for annual periods thereafter unless either party notifies the other party in writing not less than sixty (60) days prior to any annual expiration date of a desire to modify or terminate the Agreement. In the event of such notice, negotiations shall begin within fifteen (15) days after receipt of notification. Notice shall be by registered mail and if by the Union be sent to the Cadillac Area Public Schools, 500 Chestnut Street, Cadillac, Michigan 49601, and if by the employer shall be sent to the Regional Office, District 29, of the United Steelworkers of America, AFL-CIO-CLC, Local Union 14904, at 220 South James Street, Ludington, Michigan 49431.

CAFETERIA WORKERS

SECTION 1 -- BASIC WAGE SCALE

	<u>1973-1974</u>	<u>1974-1975</u>
New Hiring	\$1.90	\$2.00
Six Months	\$2.00	\$2.11
One Year	\$2.12	\$2.25
Two Years	\$2.25	\$2.38
Three Years	\$2.38	\$2.52
Four Years	\$2.52	\$2.65
Five Years	\$2.67	\$2.80
Cafeteria Substitutes	\$1.90	

Designated "Head Cooks" of secondary schools will receive \$2.92 per hour in 1973-1974 and \$3.10 per hour in 1974-1975.

SECTION 2 -- SERVICE YEAR

Service year will be from September to June. A year of service will be from date of employment to date of nine (9) months of service.

SECTION 3 -- CONTRACTUAL OBLIGATIONS

Cooks period of pay will include all contractual obligations with regard to "day in session", and "reporting for duty" will be required if requested by proper authority. If excused from reporting by the supervisor, or occasions of inclement weather, they will receive regular pay for that time period.

SECTION 4 -- HOLIDAYS

Holidays to include Good Friday, Memorial Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and New Years Day.

Cafeteria workers would receive Labor Day as a holiday allowance if required to report for school year assignment prior to Labor Day date.

SECTION 5 -- SICK LEAVE

Sick leave for cooks: Nine (9) days per year, accumulative to forty-five (45) days for 1973-1974 and fifty (50) days for 1974-75.

Nine (9) month, full time employment (6 hours or more) to receive three-quarters (3/4) or seventy-five (75) days for 1973-1974 and eighty (80) days for 1974-1975.

SECTION 6 -- PERSONAL BUSINESS DAYS

See Article VIII, Section 3

SECTION 7 -- JURY DUTY

See Article VIII, Section 4

SECTION 8 -- DEATH IN IMMEDIATE FAMILY

See Article VIII, Section 7

SECTION 9 -- LIFE INSURANCE

See Article IV, Section 1

SECTION 10 -- HOSPITALIZATION

Blue Cross Hospitalization to be \$25.25 per month for nine (9) months period for 1973-1974. Blue Cross Hospitalization to be \$27.50 for nine (9) month period for 1974-1975.

SECTION 11 -- SCHOOL DISTRICT ACTIVITIES

Allowance will be made of 1-1/2 pay beyond regular working schedule (6 or 8 hours), for school district activities required by Board of Education or Administration. Supervision beyond scheduled work day will be compensated for at \$2.75 per hour.

ADDENDUM

1. Term "bus drivers" means all persons driving a regular route including a bus driver who works as a custodian not exceeding ten (10) hours per day. (Seniority prevails.)
2. All school busses transporting students shall be driven by a bus driver except for physical education classes and practice athletic events.
(Any vehicle over 12 passengers shall be considered a bus.)
3. Open bus routes shall be posted immediately. (Seniority shall prevail.)
4. Only if regular drivers are unavailable, shall part-time drivers be assigned extra trips.
5. All drivers shall keep their bus reasonably clean inside, check oil, water, tires, and lights, and report needed repairs to mechanic. A driver may refuse to drive if the vehicle is deemed unsafe.
6. Drivers shall be paid on a basis of 190 days. Pay scale same as custodians
7. Varsity athletic drivers may be selected by the supervisor.