

June 30, 1976



Agreement

Between

The Public Schools
of Calumet

And

The Calumet
School Employees Unit
of Local 226

Calumet Public Schools

Office of Supt.
Public Schools of Calumet
Calumet, Houghton Co.,
Michigan 49913

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AGREEMENT

Between

THE PUBLIC SCHOOLS OF CALUMET

And

**THE CALUMET SCHOOL EMPLOYEES UNIT
OF LOCAL 226**

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AGREEMENT

This Agreement entered into on this..... day of....., 1968 between the Public Schools of Calumet (hereinafter referred to as the "EMPLOYER") and The Calumet School Employees unit of Local 226, affiliated with Council 55 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION").

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment, or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby

recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all custodians, maintenance personnel and bus drivers defined herein, but excluding the head custodian.

ARTICLE II

DEFINITION OF EMPLOYEES

The terms "employee" and "employees" as used in this Agreement shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for temporary and part-time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part-time but limited in duration to not more than ninety (90) days of work or is established for (1) a specific project, (2) the purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation, or, (3) augmenting the regular staff to meet the requirements of the system. The administration will inform Union the status of all new employees.

The term "part-time employee" shall mean an employee scheduled to work not more than twenty (20) hours per week regularly as a custodian or more than (10) hours as a bus driver. The 20 hours per custodian and 10 hours for bus

drivers may be increased by 25% if mutually agreed upon by management and union to meet the needs of the district.

The employer agrees to keep part-time employment at a minimum.

The term "regular employee" shall mean an employee who fills an established position and who is not a probationary or temporary replacement, the position being scheduled by the employer to continue indefinitely.

ARTICLE III MANAGEMENT RIGHTS

The Union recognizes that the employer has the responsibility and authority to manage and direct, in behalf of the public all the operations and activities of the school district to the full extent authorized by law. It is expressly recognized, merely by way of illustration that such rights and functions include, but are not limited to (1) full and exclusive control of the management of the school system, the supervision of all operations, the methods, processes and means of performing any and all work, the control of the property and the composition, assignment, direction and determination of the size of its working force; (2) the right to hire, schedule, promote, demote, transfer, release and lay off employees; and the right to suspend, discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation except as is expressly abridged or limited by the terms of the agreement.

ARTICLE IV AID TO UNIONS

As it relates to "aid to unions", the parties subscribe to Michigan Public Act 379 of the Public Acts of 1965.

It is agreed that neither the Union or the Employer will intimidate or coerce any employee in regard to Union membership or activity and further that there shall be no solicitation of non-bargaining Union employees for Union membership or dues on Employer's time.

ARTICLE V UNION MEMBERSHIP

A. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the thirtieth day following such effective date.

B. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth day following the beginning of their employment in the unit.

ARTICLE VI
CHECK-OFF OF UNION DUES

(a) Payment by Check-Off: Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the Check-Off of Dues form:

**Authorization for Representation by the
American Federation of State, County &
Municipal Employees AFL-CIO**

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By
PRINT LAST NAME FIRST NAME MIDDLE NAME

To
EMPLOYER DEPARTMENT

Date to Start Signed.....
Deduction Address.....
.....

(b) When Deductions begin:

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the..... day of the.....month.

(d) Termination of Check-Off:

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

(f) The Employer shall not be liable to the Union for the remittance or payment of any

sum other than that constituting actual deductions made from wages earned by the employee.

ARTICLE VII STEWARDS AND ALTERNATES

The number of stewards shall be as mutually agreed upon by the Employer and the Union. The Union will furnish the Superintendent of Schools with the names of its authorized representatives and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer agrees in return through the Office of the Superintendent to keep the Union advised as to its representatives.

There shall be two (2) Union Stewards, one representing the custodial employees and one representing the bus drivers.

ARTICLE VIII GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or groups of employees which arises from an alleged breach of the Agreement.

2. An "Aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible supervisory level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the steward is provided the opportunity to be present at the time of adjustment.

C. Procedure

Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the

grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. Level One

An employee with a grievance will first discuss it verbally with his supervisor or in the absence of his supervisor at the next supervisory level either directly or through the Union steward, with the objective of resolving the matter informally.

2. Level Two

a. The employee may file the grievance in writing with his steward within five (5) working days after the decision at Level One or fifteen (15) days after the grievance was presented at Level One, whichever is sooner. Within five (5) days after having received the written grievance, the steward will refer it to the Superintendent of Schools.

b. Within five (5) work days after receipt of the written grievance by the Superintendent, the Superintendent or his designee may meet with the aggrieved person and his steward in an effort to resolve it.

c. If an employee does not file a grievance in writing with the steward and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the employee knew of the act or condition on which the griev-

ance is based, then the grievance is considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was received by the Superintendent, or if no meeting has been held, he may file the grievance in writing with the steward within five (5) work days or fifteen (15) work days after he has first met with the Superintendent, whichever is sooner. Within five (5) work days after receiving the written grievance the steward will refer it to the Board or its designee. Within ten (10) work days after receiving the written grievance, a committee of the Board will meet with the aggrieved person and the Unit Chairman for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

In the event the union council wishes to carry the grievance further, it shall within thirty (30) working days from the date of the employee's last answer of Step 3 meet with the employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within five (5) days from the meeting

called for that purpose, then an arbitrator shall be selected from a list of five (5) submitted by the Michigan Employment Relations Commission. Both the employer and the union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name, and the process will be repeated. The remaining person shall be the arbitrator.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing.

The arbitrator's decision shall be in writing and will set forth his findings of fact reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

His authority shall be limited to deciding whether a specific article and section of this agreement has been violated.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear

his own expense in connection therewith.

D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by either party as a result of having participated in the grievance procedure.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choice.

E. Miscellaneous

1. In the event that any Union steward or officer is a party in interest to any grievance, he shall disqualify himself and a substitute will be named by the Union.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be filed on approved forms and given appropriate distribution to the Union Steward.

ARTICLE IX DISCHARGE AND DISCIPLINE

Notice of discharge or discipline. The employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the district of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Em-

ployer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the Employee and the Steward.

Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within Five (5) regularly scheduled working days of the discharge or discipline. The Superintendent will review the discharge or discipline and give its answer within Five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Level Three grievance procedure.

Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than Two (2) years previously.

ARTICLE X

SENIORITY

The Employer and the Union hereby accept the concept of seniority or length of service. It is agreed that length of service means the period of employment with the Employer beginning with the latest date of hiring.

A. Seniority Lists

1. The seniority list on the effective date of this Agreement will show the names, job titles and hiring date of all employees of the Bargaining Unit entitled to seniority and shall also include a listing of the probationary employees, even though they do not have seniority.
2. Seniority rights shall be on a district wide basis.
3. Seniority shall not be affected by race, sex, age, marital status, or dependents of the employee.

B. Loss of Seniority

An employee shall lose his seniority and status as an employee if:

1. He quits.
2. He retires.
3. If discharged and the discharge is not reversed through the grievance procedure.
4. He is absent for two (2) consecutive working days without notifying the Employer except when the failure to notify is due to circumstances beyond the control of the employee.
5. He does not return to work within one (1) work day when recalled from layoff excepting when failure to return is due to circumstances beyond the control of the employee.

6. He fails to return from sick leave or a leave of absence within five (5) working days after termination of his leave, excepting when failure to return is due to circumstances beyond the control of the employee.

C. Seniority of Stewards.

In the event of a layoff only, the Unit Chairman and the Unit Secretary shall continue to be employed as long as jobs remain in their classifications requiring their services. Stewards shall, in the event of a layoff, be credited with one (1) year of additional seniority with regard to job retention, providing that they have the ability to do the work available.

D. Probationary Employees

An employee is a probationary employee for his first one hundred twenty (120) calendar days of work. The one hundred twenty (120) calendar day probationary period should be accumulated within not more than one (1) year. Upon satisfactory completion of the probationary period, the employee should be credited with one hundred twenty (120) days length of service and it should be so entered on the seniority list.

The Union will represent probationary employees for the purpose of this Agreement, excepting that there shall be no seniority among probationary employees and their retention as employees will be strictly within the discretion of the Employer.

ARTICLE XI SHIFT PREFERENCE

The Employer will, upon written request, make shift assignments on seniority within classifications as vacancies occur.

ARTICLE XII LAYOFF PROCEDURE

When employees are laid off because of lack of work, the following procedure applies.

- A. Employees with the least seniority in their classification will be removed first, provided that those remaining have the ability to do the work which is available.
- B. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notification of layoff. The Employer will notify the Union of such lay-off on the same date that he notified the employee.

ARTICLE XIII RECALL PROCEDURE

When employees are recalled from layoff the employees with the greatest seniority shall be recalled in order of length of service (seniority) provided they have the ability to do the work that is available. Notice of recall should be sent to the employee at his last known address.

For the purpose of layoff and recall proce-

dures "ability to do the work" means that the employee can competently perform the work in question in the classification.

ARTICLE XIV TRANSFERS

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE XV PROMOTIONS

Promotions within the classifications of the bargaining unit should be made on the basis of seniority, providing the employee with the most seniority has the ability to do the work.

For the purpose of promotions "ability to do the work" means that the Employee can competently perform the work in question.

Job vacancies will be posted for a period of seven (7) calendar days, and interested employees should apply within the seven (7) calendar days posting period. The senior employee applying for the promotion and who has the ability to do the work shall be given an opportunity

for a two week trial period to determine: (1) his desire to remain on the job, and (2) his ability to perform the job during the two (2) week trial period. If during the two week trial period the employee is unsatisfactory in the new classification, he shall revert to his former classification and notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee.

During the trial period, employees shall receive the rate of the classification to which they have been promoted.

ARTICLE XVI LEAVES OF ABSENCE

Leaves of absence up to three (3) calendar months without pay may be granted in cases of need without loss of acquired seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employees' work or an extended trip, but not for the purpose of obtaining employment elsewhere or for self employment. Leaves of absence for such cases as listed above may be extended for additional periods, but the total leave time should not exceed one (1) year.

A. Military training leaves regarding full-time employees who belong to the National Guards, Reserves or similar military organizations will be allowed up to fifteen (15) days

leave of absence without pay when ordered to active duty for training. The Employer agrees to make every effort to have this leave coincide with the employees' accumulated vacation time.

B. A military leave of absence should be granted to any employee who is inducted. Similar leave should be granted to an employee who enlists for military duty in any branch of the Armed Forces during a period of military conflict.

C. An employee who loses time from work during his regularly scheduled hours because of having been subpoenaed to testify or to serve on a jury, will be paid the difference between the subpoena pay or pay for jury duty and his regular pay if his reimbursement from the Court is less. An employee temporarily excused from attendance in Court shall report to work during this period, if reasonably convenient.

D. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. A member of the local Union attending such functions as conventions or conferences may be granted leave with loss of pay to attend conventions or conferences.

E. All applications for leaves of absence must be made in writing and presented to the Superintendent of Schools.

F. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall upon return from such leave be given his former job or a job of like status in pay. An employee returning to work with an approved leave of absence of more than thirty (30) calendar days, should be given his former job or a job of like status in pay, unless the Employer's circumstances have so changed to make it unreasonable to do so. In such event, he should be placed at the top of the layoff list.

ARTICLE XVII

SICK LEAVE

A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the employee. A sick leave of one (1) day will be allowed for each calendar month in which he renders service to the system, not to exceed twelve (12) per year during the period of July 1 through June 30. The employee shall be permitted to accumulate a maximum sick leave bank of one hundred (100) days.

B. An employee sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll; provided, that where he received income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for a period not

to exceed the number of days in his sick-leave accumulation.

C. In the event of absence of an employee for illness in excess of three (3) consecutive working days, the Board may, at its expense, require an examination by an independent physician. Upon request, each employee absent for five (5) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health at his own expense.

D. Employees whose service to the system is interrupted for any period beyond an approved leave shall forfeit any accumulations under this Article.

E. The Board reserves the right to limit an employee to his current sick leave allowance if he sustains an injury outside of school hours.

F. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence for the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.

G. The employee agrees to notify his immediate supervisor that he intends to be absent from work because of illness at the earliest possible time.

H. Any employee who, by willful misrepresentation violates or misuses these sick leave provisions or misrepresents any statement or

condition under said provisions, shall be subject to disciplinary action.

I. Current sick leave allowances will not be added to a person's accumulation during an approved leave. Further, all leave accumulations under this or any other article are forfeited by the departure of the employee from the system other than for an approved leave.

ARTICLE XVIII FUNERAL LEAVE

In general, not more than three (3) days leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the employee's spouse or children. Immediate family shall include the employee's spouse, children or foster children, parents, parents-in-law, brothers, sisters, grandchildren, or anyone living under the same roof.

ARTICLE XIX PERSONAL LEAVE

Each employee shall be entitled to a personal leave of one (1) day per year chargeable to sick leave, for the purpose of meeting family obligations, legal commitments and religious obligations. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact

on the week end or during normal working hours. Personal leave shall not be used to extend school holidays. An additional day may be granted for purposes of attending a funeral of an individual not covered by the funeral provisions of this contract.

ARTICLE XX WORKING HOURS

A. The first shift is any shift that regularly starts on or after five a.m. but before twelve noon. The second shift is any shift that regularly starts on or after twelve noon but before eight p.m.

B. The normal work week shall consist of eight (8) hours each Monday through Friday.

C. The normal work day for regular full-time bus drivers shall consist of eight (8) hours per day. The Board shall, jointly with the Union, determine the need of full-time bus drivers; however, the decision of the Board shall be final. A regular full-time bus driver shall be required to keep his bus cleaned, gased and delivered to repair shops as part of his eight-hour shift. No overtime shall be paid unless specifically approved by the Superintendent or Administrative Assistant in connection with meeting regular school day commitments. Bus drivers shall report for work during snow days and work a shift comparable to that of a custodian as assigned by the administration.

D. The Board reserves the right to establish

lunch hours convenient to the operation. When a lunch hour is not otherwise provided, thirty (30) minutes for the lunch shall be included in the eight (8) hour period.

E. Employees may take a rest period of not more than fifteen (15) minutes for each half shift with times to be determined by the Employer. The rest period is intended to be a recess to be preceded and followed by a work period; but it may not be regarded as accumulative if not taken.

F. An employee reporting for emergency duty at the Employer's request for work for which he had not been notified of in advance and which is outside of and not in continuance with his regular work period, shall be assured at least two (2) hours pay at the rate of time and one-half.

G. Time and one-half will be paid for all hours over eight in any one day or forty in any one week. Overtime hours shall not be pyramided.

H. Overtime will be equally distributed whenever possible if not contiguous with the regular shift.

I. Custodians working less than forty (40) hours per week and bus drivers will be given the opportunity to work during periods when school is not in session before temporary employees are used (the term temporary employee in this paragraph does not include those Federal programs furnishing young people to public agencies.)

ARTICLE XXI HOLIDAYS

A. Paid holidays are designated as Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day and Good Friday respectively. Employees will be paid their current rate based upon an eight (8) hour day for said holidays when they fall within the normal work week.

B. Paid holidays shall also include the day before Christmas, the day before New Year's and the day after Thanksgiving, provided that school is not in session on those days.

C. When a holiday falls on Saturday, Friday shall be considered the holiday. When a holiday falls on Sunday, Monday shall be considered the holiday.

ARTICLE XXII VACATION

A. A custodian will earn credits for vacation with pay in accordance with the following schedule.

- 1 week after 1 year
- 2 weeks after 2 years
- 2 weeks 3 days after 5-10 years
- 3 weeks after 11-15 years
- 3 weeks 3 days after 16-20 years
- 4 weeks after 20 years

B. A bus driver shall receive nine (9) days

vacation pay per year at his normal hourly work schedule.

C. Management reserves the right to establish vacation periods consistent with the needs of the operation.

1. The first two weeks of vacation will be taken in a period of consecutive days.
2. When a specified holiday is observed during a special vacation, the vacation will be extended one (1) day continuous with the vacation.
3. A vacation may not be waived by an employee and extra pay received for working during that period.
4. Custodians will be paid their current rate based upon a regular forty (40) hour work week while on vacation.
5. Vacation will be granted and approved by the Superintendent at a time acceptable to both parties, providing the vacation is taken at a time when school is not in session.

ARTICLE XXIII INSURANCE BENEFITS

The Board of Education agrees to pay Blue Cross-Blue Shield Insurance or its designated Hospitalization carrier at the rate as approved for other employed groups in the School District during the life of this Contract.

The Board of Education will provide other insurance programs if instituted on a district wide basis during the life of this Contract. This insurance program will be consistent in all features with that instituted on a district wide basis.

The Board of Education shall pay hospitalization for regular full-time bus drivers on the same basis as regular custodians (full year).

ARTICLE XXIV WAGES

The Board agrees to establish the following pay scale beginning July 1, 1974:

	1974		1975	
	Custodians	Bus Drivers	Custodians	Bus Drivers
Substitute Employees and Full-Time Employees on Probation	\$3.05	\$3.12	\$3.05	\$3.12
From one (1) to five (5) years of service.....	3.55	3.62	3.80	3.87
From six (6) to ten (10) years of service.....	3.60	3.67	3.85	3.92
Eleven (11) years and above	3.65	3.72	3.90	3.97
A shift differential of ten cents (10c) an hour.				

Bus drivers doing custodial assignments will revert to custodial salary schedule.

ARTICLE XXV
DURATION OF AGREEMENT

The proposals of this Agreement will be effective as of July 1, 1974, and will continue and remain in full force and effect until June 30, 1976. If either party desires to terminate this Agreement, it shall at least sixty (60) days prior to the termination day, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination.

LETTER OF UNDERSTANDING
BETWEEN
THE PUBLIC SCHOOLS OF CALUMET
AND
THE CALUMET SCHOOL EMPLOYEES UNIT
OF LOCAL 226

It is hereby understood and agreed:

1. That there will be a Maintenance of Standards of everything not included in this Contract.
2. That the questions arising in relation to the Maintenance of Standards will be subject to the Grievance Procedure up to and through Level Three of the Procedure.

3. That any grievance arising in relation to Maintenance of Standards will not be subject to arbitration.

FOR THE BOARD

FOR THE UNION

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