

7-31-73

Comstock

CUSTODIAL AGREEMENT BETWEEN COMSTOCK PUBLIC SCHOOLS  
hereinafter referred to as the EMPLOYER - and -  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS -  
LOCAL 547 - hereinafter referred to as the UNION

ARTICLE I

PURPOSE AND UNION RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts of 1965, in regard to wages, hours, and other conditions of employment for all custodians employed by the Employer, excluding Head Custodians, student help, part-time and temporary part-time help as defined in Article VII of this Agreement.

B. The term "Employee" as used herein shall include all custodial Employees represented by the Union in the bargaining unit as defined above.

C. This Agreement shall supersede any rule, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

ARTICLE II

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin or sex.

ARTICLE III - UNION OBLIGATIONS

THE UNION AGREES THAT:

A. It will cooperate with the School in attempting to insure that reasonable work standards, schedules, rules and regulations of School are complied with and will not, directly or indirectly encourage or cause any concerted work stoppage, slowdown, strike or other interference with the day to day operations of the School.

B. No Union activity, aside from those specifically authorized in this Agreement will be allowed to interfere with or interrupt the day to day operations of the School.

Comstock Public Schools  
Comstock, Michigan  
49041

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

## ARTICLE IV

### UNION SECURITY

- A. All present Employees who are members of the Union shall remain members of the Union during their term of employment as a condition of employment.
- B. Each new Employee shall immediately after the completion of his probationary period, apply for membership in the Union or, in the alternative, shall contribute to the "Comstock Better Vision Society" an amount of money equal to the Union Initiation Fee and dues from time to time charged. Neither the Employer nor the Union shall have any rights to the Fund.
- C. The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- D. If the Union refuses to accept any person so hired as a member, such Employee may continue in employment.
- E. The Union will protect and save the Employer harmless from any and all claims, demands, suits and other forms of liability, including attorney fees, incurred therewith, by reason of action taken or not taken by the Employer for the purpose of complying with this section.

## ARTICLE V

### MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

Within thirty (30) days of the beginning of their employment hereunder, all custodians may sign and deliver to the School an assignment authorizing deduction of membership dues of the Union. The amount of dues may be paid by payroll deduction (at the custodian's option) from the second paycheck of each month over a twelve (12) month period. This money along with a list of Employees for whom dues were deducted will be forwarded to the Union.

## ARTICLE VI

### SCHOOL RIGHTS CLAUSE

The School hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the School and direct the Employees of the School, except as otherwise expressly provided in this Agreement.

ARTICLE VII

JURISDICTION

- A. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered under this Agreement only for the purpose of instructional training, experimentation or in cases of emergency. This provision does not include nor shall it effect the use of Christmas vacation and summer vacation temporary Employees. Temporary Employees may be used at other times if all members of the Union are working their normal hours.
- B. Head Custodians, student help, temporary part-time and part-time help may be used providing no Employee of the unit is displaced thereby.
- C. Regular scheduled part-time Employees who work twenty (20) hours or more per week shall come under the terms and conditions of this Agreement.

ARTICLE VIII

NEW JOBS

- A. The School shall have the right in its descretion to establish, modify, or eliminate existing classifications or positions, and to establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate. The action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred.
- B. The Employer will notify the Union of such new or changed job, and will within sixty (60) days after such new or changed job is established, meet with the Union to discuss the rate and classification.

ARTICLE IX

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

ARTICLE X

DISCIPLINE DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is assumed that the conditions for discipline arose.

Any Employee who is discharged or disciplined shall be given written notice stating the reasons for such action.

As Employee may be subject to immediate discharge for reasonable cause, which cause shall include, but be not limited to, insubordination, willful violation of work rules, moral turpitude, drunkenness or dishonesty.

## ARTICLE XI

### TRANSFERS AND PROMOTION PROCEDURES

A. Notice of all vacancies and newly created positions within the unit shall be posted on Employee bulletin boards within five (5) days, and the Employee shall be given three (3) working days in which to make application to his supervisor to fill the vacancy or new position.

B. Promotions and transfers shall be at the discretion of the School on the basis of seniority. To be eligible for consideration, an Employee must have performed satisfactorily in his present classification or position and must be qualified to perform the duties of the new classification or position. If a transferred Employee does not satisfactorily perform the duties of the new classification or position during the probationary period (twenty-five [25] working days) the School in its sole discretion, may revert him to his former classification or position and such action shall not be the subject of a grievance.

C. An Employee temporarily transferred shall be paid either the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher.

D. Temporary transfers shall be for a period no longer than thirty (30) work days. Temporary transfers may be extended by mutual agreement.

## ARTICLE XII

### SENIORITY

A. Employees shall be regarded as probationary Employees for the first ninety (90) days of employment. Layoff or discharged probationary Employees shall have no recourse to the terms of this Agreement.

B. Probationary Employees completing their probationary period satisfactorily shall be granted seniority to date of hire. Employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer.

C. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An Employee on scheduled layoff shall have the right to displace a lesser seniority Employee.

### ARTICLE XIII

#### VISITATION

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

### ARTICLE XIV

#### GRIEVANCE PROCEDURE

##### STEP 1

A. An Employee having a grievance shall present it orally to his supervisor.

B. If the grievance is not settled orally, the Employee, within forty-eight (48) hours, may advance to Step 2.

##### STEP 2

A. The Union Representative, together with the aggrieved Employee, shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.

B. The aggrieved Employee and his supervisor shall sign the grievance.

C. The grievance shall be submitted to the Superintendent or his designate within five (5) working days from the date of Step 1, A.

##### STEP 3

A. The grievant and the Union Representative shall meet with the Superintendent or his designate to discuss the grievance within five (5) working days of its written submission.

B. The Superintendent or his designate shall give his decision in writing within five (5) working days from the meeting with the steward.

#### STEP 4

A. If the Union Representative so requests within ten (10) days of the receipt of the written decision of the Superintendent or his designate, the School or its representatives will meet further with the Union Representative to (consider fairly and in good faith any other methods of settlement which might be mutually agreed upon) or either party can request that the grievance proceed to Step 5.

#### STEP 5

A. Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one remains. The remaining person shall thereupon be accepted by both parties as to the Arbitrator.

B. The Arbitrator, the Union or the Employer may call any Employee as a witness in any arbitration hearing.

C. Each party shall be responsible for the expenses of the witnesses that they may call.

D. The Arbitrator shall not have jurisdiction to subtract or modify any of the terms of this Agreement or any written amendments hereof or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

E. The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

F. The fees and expenses of the Arbitrator shall be shared equally by both parties.

### ARTICLE XV

#### LEAVES

A. Sick Leave. All Employees who have completed the initial probationary period shall receive sick leave credit at the rate of one (1) day per month for a total of ten (10) working days per year (at their normal work day). The unused balance from previous years to accrue to a total not to exceed thirty (30) working days. Those Employees with more accrual on August 1, 1972, shall have that total available.

Usage of this total shall reduce the bank accordingly.

B. Funeral Leave.

1. In the event of each death in the immediate family of household, an Employee is allowed, when requested, three (3) days with pay.

IMMEDIATE FAMILY: Father, Mother, Husband, Wife, Child, Brother, Sister, Mother or Father-in-law.

2. In the event of death of relative outside the above immediate family or persons where closeness of relationship should warrant, one (1) day will be allowed, to be deducted from sick leave.

RELATIVES: Grandparents, Sister, or Brother-in-law, Grandparents-in-law.

3. In the event of extenuating circumstances, additional days may be taken with the approval of the Superintendent. These days are to be deducted from sick leave.

C. Personal Business Leave. Two (2) days leave of absence will be granted to transact personal business when an Employee is unable to transact such business except on a work day, which will be deducted from sick leave. Application for personal leave will be made in writing twenty-four (24) hours before taking such leave. Personal leaves will not be approved two (2) days before or after holiday or vacation period. Personal leave days are not accumulative, and must be approved by the Superintendent of Schools.

ARTICLE XVI

HOURS AND WORK WEEK

A. The regularly scheduled work week shall consist of forty (40) hours.

B. The normal work day for day shift Employees shall consist of eight and one-half (8 1/2) consecutive hours, including a one-half (1/2) hour unpaid lunch period. The normal work day for afternoon and night shift Employees shall consist of eight (8) consecutive hours, including a one-half (1/2) hour paid lunch period during which time such Employees shall remain on the premises and be reasonably available for the performance of necessary duties.

C. The Employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during their work day providing the rest period does not interfere with the normal operation of the School.

OVERTIME RATES WILL BE PAID AS FOLLOWS:

Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week; no Employee shall be required to take time off to avoid payment of overtime.

ARTICLE XVII

INSURANCE

Each full time permanent Employee shall have the option of selecting either of the following plans, but in no case a combination of the two.

PLAN 1

The School will provide and pay for on each full time permanent Employee:

A. \$4,000 term life insurance.

B. Health coverage with a \$25.00 deductible per claim - then \$1,000 full coverage. (\$60.00 room and board limit) - then co-insurance (80-20%) to a total coverage of \$15,000.

C. Long term disability coverage as follows:

1. Sixty percent (60%) of last salary after thirty (30) calendar day waiting period or August 1, 1972 sick leave bank. (the greater of the two)

2. Length of benefit is two (2) years for illness or age sixty-five (65) for accident disability. Both are maximums. This is social security coordinated.

3. Maximum monthly benefit is \$800.00.

If the Employee desires Health and Accident coverage on his total family, he will contribute the following monthly: \$5.00.

All above plans are as described and contained in the Master Insurance Contract which is available for inspection upon request.

PLAN 2

The School shall provide up to \$280.00 creditability for comprehensive hospitalization medical and surgical protection to the Employee and his wife and children in immediate household, to be used as partial premium payment for those Employees who participate in the available M.E.A. insurance program through payroll deduction.

This hospitalization allowance shall be pro-rated for those employed less than a full year.



ARTICLE XVIII

VACATION

Section 1

One-half (1/2) day per month up to five (5) days with pay plus accumulation of first year total, as well as all service to be completed by June 30th.

Third to 13th year	Two weeks vacation with pay
13 - 18th year	Three weeks vacation with pay
18 or more	Four weeks vacation with pay

Section 2

Employees terminating employment shall receive pro-rata vacation allowance based upon one twelve (12th) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XIX

HOLIDAYS

A. The following days will be considered paid holidays: (Wages must have been earned during the week in which the holiday occurs in order for the Employee to receive holiday pay);

One half day prior to New Years Day	Labor Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	One-half day prior to Christmas Day
July 4th	Christmas Day

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

C. Whenever one of the above holidays is generally observed on a day other than the calendar date of such holiday; the same observance of such holiday shall apply to this contract for the purpose of determining time off and holiday pay.

D. If an Employee is required to work on any of the above-named holidays, he shall receive time and one-half his regular hourly rate for the hours worked in addition to his regular holiday pay. This provision for holiday pay shall not apply to regular building checks which shall be compensated at the appropriate rate of pay based upon the number of hours worked.

ARTICLE XX

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XXI

CLASSIFICATION AND COMPENSATION

- |                                  |                |
|----------------------------------|----------------|
| A. Probationary period - 90 days | \$2.80         |
| 90 days to 1 year of service     | \$3.01 per hr. |
| 2 years of service               | \$3.11 per hr. |
| 3 years of service               | \$3.19 per hr. |
| 4 years of service               | \$3.28 per hr. |
| 5 years of service               | \$3.36 per hr. |
| 6 years of service               | \$3.44 per hr. |
| 7 years of service               | \$3.54 per hr. |
| 8 years of service               | \$3.63 per hr. |
| 9 years of service               | \$4.20 per hr. |
- B. Night Work - an additional \$.15 per hour will be paid to those who work the second and third shifts.
- C. Experience step adjustments will be made on the date of employment and will be made at the first full pay period.
- D. Severance pay - an Employee who has completed 15 years service upon retirement at the age of 65 will receive \$500. Those Employees 62 and over with 15 years service who qualify for social security retirement benefits will receive the same pro-rates percentage in this benefit as they receive social security.

ARTICLE XXII

MISCELLANEOUS

Section 1 - Uniforms

Each full time Employee covered by this Agreement shall receive three (3) uniforms the first year of employment and two (2) uniforms every year thereafter. Uniforms must be worn during hours on the job.

Section 2 - Dual Supervision

Each Employee will be directly responsible to the (his) building principal or the designate of the building principal.

Section 3 - Health and Safety

The Employer will take all reasonable precautions to safeguard the health and safety of its members during their regular hours of work. Any Employee who is injured on the job and required to leave his job for the balance of that day by order of their doctor, shall be paid for the balance of his regular shift for that day. The Employer shall pay the full cost of such physical exams required by the Employer or the State.

ARTICLE XXIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV

TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective as of August 24, 1972, provided that the compensation shall be retroactive to August 1, 1972, and remain in full force and effect until July 31, 1973, and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to July 31, 1973, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. In the event no notice is given of the intention to reopen, then, all of the features of said Agreement shall be automatically renewed for an additional year.

COMSTOCK BOARD OF EDUCATION

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 547 AFL-CIO

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Recording-Corresponding Secretary