

6-30-75

AGREEMENT

Between the

CRESTWOOD SCHOOL DISTRICT

and the

SERVICE EMPLOYEES' INTERNATIONAL UNION

Local 79, AFL-CIO

1973-75

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Board of Education
Crestwood School District
1501 N. Beech-Daly Rd.
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Crestwood School District
Dearborn Heights, Michigan

Dearborn Heights

*Crestwood School District
(Dearborn Heights)*

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AGREEMENT

This Agreement, made this _____ day of _____, 1973 by and between the Board of Education of the Crestwood School District, hereinafter called the "EMPLOYER" and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 79, AFL-CIO, hereinafter designated as the "UNION".

(NOTE: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties as requested by the Public Employment Relations Act, the same being Act 336, of the Public Acts of 1947, as amended.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for all custodial, maintenance workers and motor vehicle mechanic employees employed by the Crestwood School District, but excluding head custodians and other supervisory employees with the meaning of the Act, for purposes of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment and agrees not to bargain in respect to the above with any other group or agency during the life of this Agreement.

Section 2. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE II - UNION SECURITY

Section 1. Any future employee who is not a Union member and does not make application for membership, shall as a condition of employment pay to the Union each month a service fee to be put into the Union General Fund in an amount equal to the regular monthly dues. Present Union and present Non-Union members shall pay a service fee in an amount equal to the monthly dues into the Union General Fund. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employee and Employer from the Union. Any employee required to pay such service fee called for herein shall be acceptable to the Union for membership with membership rights and opportunities upon request of said employee for so long as said employee is required to pay said fee. Substitute employees shall be excluded from the requirement set forth herein. The Union agrees to defend and hold the Employer harmless of all costs, expenses, damages including back pay if it acts at the Union's request under and pursuant to this Article unless the Union request is based upon erroneous information furnished the Union by the Employer.

Section 2. Those persons substituting for regular employees after working an accumulated period of ninety (90) days shall pay the monthly service fee to the Union each month thereafter in which the substitute works a thirty-two (32) hour week. Notwithstanding anything herein contained to the contrary, said substitute shall not become a member of the Union nor shall he become a member of the bargaining unit nor shall the other provisions of this contract be applicable to said substitute.

Section 3. The Board of Education shall provide for the Union a revised and up-to-date list of employees within the bargaining unit on July 1 of each year.

ARTICLE III - CHECK-OFF

Section 1. The Employer will deduct from the pay of each employee covered by this Agreement all union initiation fees and dues and agency fees, provided that each employee voluntarily makes a written request authorizing the Employer to make such deduction.

Section 2. All deductions for initiation fees shall commence and be made the first pay after completion of the employee's ninety (90) day probationary period. Upon presentation of a list of names and addresses by the Secretary-Treasurer of Local 79, all authorized deductions for Union dues and agency fees shall be made the first pay of each month and all money so collected shall be forwarded to the Union Secretary-Treasurer. Provided, further, that when addresses are sent in once they will not be sent in each time, but whenever there is a change in the employee's address, it will be correct on the list supplied by the Secretary-Treasurer of Local 79.

Section 3. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon employee check-off authorizations submitted by the Union to the Employer.

ARTICLE IV - GRIEVANCE AND ARBITRATION

Section 1. Should differences arise between the Employer and the Union or its members employed by the Employer as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, but connected therewith or should any local dispute of any kind arise, there shall be no suspension of work or slow down by the employees on account of such differences, nor any lockout by the Employer, but an earnest effort shall be made to settle the same by the following procedure:

Step 1. Any employee having a complaint or grievance shall go directly to their immediate supervisor within two (2) working days for a discussion of the problem. Any employee pursuing such complaint or grievance shall have the right to be represented by the Union at the time said complaint or grievance is presented subject to Section 3 of this Article. The supervisor must make a serious effort to answer the problem and in no event shall the time of the supervisor's consideration exceed two (2) working days.

Step 2. Any employee having a complaint or grievance not settled in Step 1, shall go directly to the Maintenance and Operations Supervisor for a discussion of the problem within two (2) working days, and in no event shall the time of the supervisor's consideration exceed two (2) working days. Any employee pursuing such complaint or grievance before the Maintenance and Operations Supervisor shall have the right to be represented by the Union at the time said complaint or grievance is presented subject to Section 3 of this Article.

Step 3. In the event the matter is not resolved informally, the grievance stated in writing shall be submitted to the Assistant Superintendent in charge of Business within ten (10) days following a conclusion of the informal conference and a conference shall be held within ten (10) days after receipt of said written grievance.

Step 4. In the event the matter is not resolved by the Assistant Superintendent in charge of Business, the aggrieved party and/or the Union within ten (10) days may appeal said decision to the Superintendent of Schools who shall resolve the same within ten (10) days thereafter.

Step 5. In the event the matter is not resolved by the Superintendent of Schools or such other persons as he may delegate to hear the same, the aggrieved party and/or the Union may appeal said decision to the Board of Education who shall resolve same within ten (10) days thereafter.

Step 6. Arbitration Committee

1. Resolution through Mutual Agreement

Stage I. In the event the Union is not satisfied with the decision of the Board of Education, it may request, within five (5) school days, that the matter be referred to a Professional Arbitration Committee convened for that purpose. Such Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Union together with a fifth (5th) impartial qualified person selected by the other four (4) members in accordance with the rules, regulations and methods recommended by the American Arbitration Association. The Committee shall commence proceedings within five (5) school days of the date of the request. Resolution at this stage shall be by a written agreement accepted by the representatives of both parties.

Stage II. In the event that the Committee reaches an impasse in its proceedings, within five (5) school days, thereafter the Committee shall reconvene and each party may be represented by Counsel who shall attempt to resolve the grievance. Resolution at this stage shall be by a written agreement accepted by the representatives of both parties.

2. Disposition through Binding Arbitration

If the Committee is unable to resolve the grievance by mutual agreement, the original five (5) members thereof shall be automatically impaneled as a Board of Arbitrators to review through formal hearing, or otherwise if so stipulated, the position of both parties and to render a decision thereon. Formal hearings shall commence within five (5) school days of the impaneling of the Arbitration Board. The Arbitration Board shall resolve said difference by gaining a majority vote upon any of the previously proposed resolutions of the grievance or, in lieu thereof, by gaining majority vote on a proposition submitted by the fifth (5th) member of the Board. All decisions of the Board of Arbitrators shall be binding on both parties.

Section 2. The costs of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.

Section 3. The union steward or alternate shall be released from their assigned duties, with advance notice, for up to four (4) hours/month for the purpose of handling grievances. When the schedule of the grievance permits and the deadline provisions of this Article will not be violated, the various meetings of the grievance procedure are to be scheduled during these release periods.

Section 4. Failure to appeal to the next step within the time prescribed shall be deemed an acceptance of the decision disposing of said grievance.

ARTICLE V - HOURS OF WORK

Section 1 - Regular Time

- A. The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours.
- B. There shall be one fifteen (15) minute rest period for each four (4) hours of work.
- C. An employee shall be given twenty-four (24) hours notice prior to any change in shift or work location. No employee shall be denied any hours normally scheduled for a work day or work week due to a change in shift or work location.

- D. If in the judgment of the employer it becomes necessary to temporarily discontinue the services of all other employees of the school district by administrative order, said order shall apply to the custodial staff without discrimination.

Section 2 - Overtime

- A. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. All excess hours must have prior approval of the employee's immediate supervisor.
- B. Time and one-half shall be paid for all hours worked on Saturday in excess of forty (40) hours per week and double time shall be paid for Sunday work in excess of forty (40) hours per week, except for Sunday and holiday building check which will be paid at time and one-half. All Saturday and Sunday work shall have prior approval of the employee's immediate supervisor.
- C. All overtime work shall be distributed among all qualified employees in a manner which will give each employee an equal share of overtime insofar as it is possible. Preference, however, shall be given to the employees of the building where the overtime is required.
- D. Holiday time shall be considered time worked when computing overtime.
- E. The Union shall receive bimonthly listings of the names of the employees who worked overtime together with the number of hours worked.
- F. There shall be one fifteen (15) minute rest period for each four (4) hours of overtime worked.

Section 3 - Holidays

- A. The following days each year are recognized as holidays with pay for full time employees.

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Monday after Easter
Christmas Day	Memorial Day
Day after Christmas	Independence Day

- (1) No work shall be scheduled on Labor Day except by special permission from the Union with the exception of the regular building check.
 - (2) The employees shall be granted at their option without pay the day following the 4th of July holiday.
- B. If a holiday falls on Saturday, Friday is to be taken as a holiday, and if a holiday falls on Sunday, Monday is to be taken as a holiday.
- C. The employees shall be paid time and one-half for all holidays worked and in addition thereto, shall receive the holiday pay. Holidays are set forth in Section A above.
- D. Notwithstanding anything in this contract contained to the contrary, the work day scheduled before and after the holiday shall be worked to receive holiday pay. The only exception in the contract to this provision shall be with the written consent of the Employer.

Section 4 - Call-In Pay

An employee called to work or permitted to come to work without having been properly notified that there would be no work will be paid for at least four (4) hours of employment at his regular straight-time hourly rate.

ARTICLE VI - WAGE PROVISIONS

Section 1. The Wage Schedule shall be part of and supplementary to this Agreement.

Section 2. It is understood that all employee shall receive only the wages, privileges, working hours, or conditions set forth in this Agreement.

Section 3. Any action or requirement of law that would necessitate a change in the wages of any individual or group as described on the Wage Schedule (attached hereto) shall terminate the entire Wage Schedule and any adjustment of the schedule for all employees shall be negotiated between the parties to reflect the changes required by law but in no event shall the adjusted salary schedule exceed the balance remaining of the gross expenditures reflected in the salary schedule originally negotiated.

Section 4.

- A. All employees shall be placed on the salary schedule as a Custodian I, Custodian-Leader, Custodian II, Maintenance Worker or Motor Vehicle Mechanic.
- B. Custodian I shall follow written and oral assignments by the employer and perform all cleaning and related duties including but not limited to sweeping floors, mopping, scrubbing floors, cleaning light fixtures, plumbing fixtures, carpet sweeping and cleaning, cleaning of blackboards and walls, setting up for meetings and classroom operation.
- C. Custodian-Leader shall follow oral or written assignments by the employer and perform all duties of a Custodian I. Their assignment shall also include supervision of the physical plant and securing of it at times when no head custodian is on duty in the building.
- D. Custodian II shall follow oral and written assignments by the employer, perform all duties of the Custodian I and perform maintenance duties, including but not limited to door, window and hardware repair, plumbing repair, glazing, maintenance of equipment and furniture, painting and grounds care. No promotions shall be made to this classification and such classification shall be eliminated after all present employees have vacated such title.
- E. Maintenance worker shall follow oral or written assignments by the employer and perform the duties of the Custodian II. Their assignment shall substantially be full time in the maintenance and upkeep of the buildings, grounds, and equipment of the district.
- F. Motor Vehicle Mechanic shall follow oral and written assignments of the employer and perform all duties required to maintain all motor driven vehicles and equipment. He shall also meet all statutory requirements to operate a school bus and shall perform such bus driving duties as required by the employer.
- G. Employees in the classification of Custodian II and Maintenance Worker only shall perform glazing duties, except under extreme circumstances which endanger the health of any person or property of the District.
- H. Anyone higher than Custodian I, if absent for part or all of a shift, shall be replaced by an employee at the rate of Custodian-Leader.

In the event the work to which an employee is assigned is substantially full time in building or grounds maintenance for a day or part thereof, he shall be compensated at the rate of a Maintenance man.

In no event shall a substitute replace an employee at a classification of Custodian-Leader or higher if a regular custodian is available within the building and willing to accept such position.

ARTICLE VII - VACATION

Section 1. All full time fifty-two (52) week employees upon completing one (1) year employment with the Employer shall be entitled to vacation days with pay on the basis of five-sixths (5/6) day for each month remaining between the anniversary date of hire and the subsequent July 1. Those forty (40) hour employees who work less than full time (52 weeks) shall be entitled to vacation on the same basis for each one hundred sixty-one (161) hours on the payroll. Those employees scheduled for less than forty (40) hours a week shall qualify on the above basis for each one hundred seventeen (117) hours of work.

Section 2. All full time employees shall be entitled to paid vacation based on seniority as of July 1 according to the following schedule:

1 year	--	2 weeks
5 years	--	3 weeks
12 years	--	4 weeks

Employees shall be entitled to three (3) weeks or four (4) weeks vacation upon the appropriate anniversary date of hire as provided above. If such day is other than July 1, the additional vacation period shall be pro-rated on the ratio of five-fourths (5/4) day and five-thirds (5/3) day for three (3) or four (4) weeks vacation respectively for the period from their anniversary date to the following July 1.

Those full time fifty-two (52) week employees who are on the payroll less than twelve (12) months in any year shall be entitled to paid vacation on the basis of five-sixths (5/6) day for each one hundred sixty-one (161) hours on the payroll for employees scheduled for forty (40) hours a week or one hundred seventeen (117) hours for those employees scheduled for less than forty (40) hours a week. In no event shall the number of days exceed the schedule above.

Reference to five-sixths (5/6) day reflects eligibility for two (2) weeks of paid vacation. Ratios of five-fourths (5/4) day and five-thirds (5/3) day shall be used for three (3) week and four (4) week vacation periods, respectively when applicable.

Section 3. All employees must take their vacation during each contractual year and shall schedule all vacation periods on non-instructional days, except when permission is received from the employer.

Section 4. All accrued vacation will be paid to the employee by the employer when employment is severed for any reason excepting disciplinary reasons outlined in Article IX.

Section 5. If a holiday occurs during vacation period of any employee, such employee shall receive an additional day's vacation with pay.

ARTICLE VIII - SENIORITY

Section 1. Seniority shall accrue after the ninety (90) day probationary period, retroactively to the most recent day the employee began work with the Employer.

Section 2. In the event that it becomes necessary to lay off employees because of lack of work or to rehire employees who have been laid off, the following factors will be considered:

- A. Seniority
- B. Ability to perform the job.
- C. Strict seniority shall govern among employees who have performed the job and the oldest employee in length of service at such job shall be the last to be laid off and the first to be rehired.

Section 3. Employees shall not be required to accept temporary or part time work in order to retain their seniority.

Section 4. Seniority rights shall be lost for any of the following reasons:

- A. Employee quits.
- B. Employee does not report for work on a call-back within two (2) calendar days after being notified by telegram or registered mail, at last known address, exception being extenuating circumstances which are to be detailed by the employee to his immediate supervisor, building principal or the Superintendent of Schools. Such circumstances must be reported, verified and approved within the next two (2) days referred to above.
- C. Employee is discharged for just cause.

Section 5. Seniority shall be determined on length of service with the Employer within custodial staff.

ARTICLE IX - DISCIPLINARY ACTION AND DISCHARGES

Section 1. The first ninety (90) days of employment of all new employees shall be considered a trial period and employees who have completed their trial period shall be discharged for just cause only. Probationary employees may be discharged within the Employer's sole discretion at any time within the trial period.

Section 2. When an employee within the bargaining unit completes this probationary period, the Employer shall immediately notify the Union.

Section 3. The Employer shall not discharge or suspend any non-probationary employee without just cause and in respect to discharge or suspension the Employer shall at first give at least one warning notice of the complaint in writing with a copy for the Union. The warning notice shall remain in effect for a period of six months after which time it shall not be used as the basis for discharge or suspension. It is agreed that no warning notice shall be required for:

- (a) Dishonesty,
- (b) Drunkenness,
- (c) Willful or aggravated destruction of property,
- (d) Insubordination,
- (e) Fighting,
- (f) Aggravated refusal to discontinue drinking prior to or while on the job,
- (g) The loss of seniority,
- (h) Absent without authorized leave for two days or more,
- (i) Breach of employment contract,
- (j) Failure to comply to the reasonable rules, regulations and directions of his immediate supervisor or the administrative agent of the employer, and
- (k) Breach of moral turpitude.

The discharge notice must be in writing and a copy given to the employee and Union. In the event the employee feels that his discharge is unjustified he must within three (3) working days file a written notice of grievance with the Union and the Employer. In the event the employee fails to do so, the discharge shall be final and conclusive.

ARTICLE X - LEAVE OF ABSENCE

Section 1. In the event of illness or disability of any employee, the Employer agrees to hire a replacement who will comply with the Union security provisions of this contract.

Section 2. Written leave of absence may be granted at the discretion of the Employer for a period up to three (3) months to an employee with one year's seniority. By mutual agreement, such leave of absence may be extended. Any employee granted such leave of absence shall be returned to work with accumulative seniority and at the prevailing rate of pay.

Section 3. An employee taking the place of another employee on leave shall be placed on the general seniority list after the probationary period and shall be entitled to the rights of a permanent employee in accordance with his or her seniority.

Section 4. In the event of conscription or enlistment in the Armed Services of the United States, employees shall be granted a leave of absence. They will accumulate seniority and will be returned to work in line with seniority providing they report within ninety (90) days after discharge.

Section 5. Sick and Personal Leave

1. Each member of the bargaining unit will on July 1 of each year be credited with ten (10) sick leave days (non-accumulative), three (3) days of which may be used for personal reasons.
2. The purpose of such leave shall be to insure the employee against loss of income because of absence due to illness or transactions of personal business which cannot be taken care of outside the regular working day. Requests for personal business leave day must be made at least twenty-four (24) hours in advance and approved by the supervisor. In case of emergency, the time requirement may be waived.
3. Effective with the approval of this contract by both parties, all employees with accumulative leave days will use such days after exhaustion of the ten (10) days granted each year in the event of illness only. For all employees who have no accumulated sick leave days, or any who exhaust accumulated sick days in the future shall be covered by the Managed Sick Leave Program as provided in Article XI, Section 4.
4. If a holiday occurs while an employee is off due to illness the day will be paid as holiday and will not be deducted from either the annual leave days granted or any accumulated sick leave credit.

Section 6.

1. An employee shall be entitled to three (3) days of paid funeral leave as a result of death in the employee's immediate family. Immediate family defined as spouse, children, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. Said days shall not be cumulative.
2. A report of unused leave days shall be distributed annually for each employee.

ARTICLE XI - INSURANCE

Section 1. The Board shall provide without cost to the employee, coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semi-private accommodations under the comprehensive hospital care certificate of Michigan Hospital Service with MVF-2 and Master Medical with sponsored dependent, G 65-D, and coordination of benefits riders; and the surgical-medical expense benefits provided under the employment group benefits certificate of Michigan Medical Service with Master Medical, MVF-2, sponsored dependent, member liability, and coordination of benefits riders.

Section 2. A \$9,000 face value term insurance policy will be provided to each member of the bargaining unit through 6/30/74. Effective from 7/1/74 to 6/30/75 an \$11,000 face value term insurance policy will be provided to each member of the bargaining unit.

Section 3. Employees on compensable injury leave shall receive fully paid insurance benefits as described in Section 1 and 2 for a period of three (3) months after the initial date of such leave, notwithstanding the provisions of Article VII, Section 3, employees will be allowed to take accrued vacation days prior to the commencement of any compensable injury leave.

Section 4. The Board shall provide to all members of the bargaining unit a "Managed Sick Leave Program" with benefits coordinated after exhaustion of leave days at a rate of 70% of their weekly rate continuing to the end of the contract year. Benefits shall continue beyond the contract year at a rate of 50% of the employees gross wages at the time of claim for a period of disability, but never beyond age sixty-five (65). All members of the bargaining unit who are sixty-five (65) years of age or older shall be entitled to benefits at seventy (70%) percent of their wages for the remainder of the contract year in which they are disabled.

ARTICLE XII - PENSION

Section 1. The Employer agrees to deduct from individual payroll accounts necessary premium for the Michigan School Employees' Retirement Fund.

Section 2. Upon completion of twenty-five (25) consecutive years of employment in the school district the retiring employee shall receive a stipend of six hundred (\$600) dollars. For each five (5) year period or portion thereof, less than twenty-five (25) years the stipend shall be reduced by one hundred (\$100) dollars to a minimum of ten (10) years of service.

Section 3. Mandatory retirement is established for the end of the fiscal year in which an employee reaches sixty-five (65) years of age. However, upon written application to the Superintendent of Schools by an employee who has reached the age of sixty-five (65), the employee may have his employment extended by six (6) month intervals subject to an acceptable medical examination and approval of the Superintendent. All initial requests must be submitted by May 1 of the fiscal year in which the employee reaches sixty-five (65) years of age.

ARTICLE XIII - BULLETIN BOARDS

The Employer agrees to provide bulletin boards in each building so placed as to be accessible to all employees covered by this Agreement, exclusively for Union announcements and notices of meetings.

ARTICLE XIV - LOCKER AND WASHROOM FACILITIES

Section 1. The Employer agrees to provide adequate locker and washroom facilities for all employees covered by this Agreement. In the event of a dispute between the Employer and the Union relative to the adequacy of such facilities, the said dispute shall be resolved according to the terms of the grievance procedure.

Section 2. When an employee is required to work under conditions causing them to become completely covered with dirt and grease they shall be granted clean-up time not to exceed thirty (30) minutes.

ARTICLE XV - MILEAGE

When an employee is required by his immediate supervisor to use his own automobile for Employer's business he will be paid ten cents (10¢) per mile for any trips under fifty (50) mile radius, and seven cents (.07¢) per mile for any trips outside a fifty (50) mile radius.

Any employee dissatisfied with the mileage allowance herein provided may refuse to use his own automobile for the Employer's business.

ARTICLE XVI - MISCELLANEOUS

Section 1 - Safety

- A. The board of education shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Board will cooperate with the Union in investigating health and safety conditions and will carefully consider any recommendations made by the Union in respect thereto. The Union will cooperate in assisting and maintaining the School Board's rules regarding health and safety.
- B. Equipment shall be kept in good condition. Workers may refuse to use any equipment which might prove hazardous due to lack of repair if the same is determined by their immediate supervisor.
- C. The Employer shall provide a reasonable quantity of work gloves for the use of the employees. Employees in the categories of Maintenance Worker, Motor Vehicle Mechanic and Custodian II's assigned to the care of the swimming pool shall receive \$40.00 annually for the purchase of three (3) pairs of work uniforms. Care of said uniforms shall be the responsibility of the employee.
- D. Protective wearing apparel such as knee boots and raincoats shall be available for all employees required to work in inclement weather.

Section 2 - Job Posting

When the need arises to hire a new employee to fill a job vacancy within any job classification, the Board shall notify the Union of such vacancy in writing, and shall post notices of such vacancy on all bulletin boards for a period of four (4) days. Employees desiring to be considered for such vacancy shall notify their immediate supervisor in writing during such four (4) day period. The selection of an employee to fill such vacancy shall be made on the basis of seniority and the skill required to perform the job. Any up-grading to fill a job vacancy shall follow the procedure mentioned above. When notices pertaining to the employees are posted, the Union shall be provided a copy of the notice and will acknowledge the receipt of same by initialing a copy for the records of the Employer.

Section 3 - Snow Removal

Excluding persons operating snow removal equipment, workers shall not be required to work outdoors in inclement weather except in emergencies or when deemed necessary by their supervisor. Custodian I personnel may be asked to clean porches and stairs and a portion of adjoining sidewalk not to exceed a distance of three (3) feet except for the entrances to buildings. All other snow removal will be handled by Custodian II personnel. During emergencies or blizzard conditions, Custodian I personnel may be required to assist in snow removal work.

Section 4 - Scrub Team

When classrooms and hallways are to be scrubbed and waxed, the scrub team shall consist of a minimum of two (2) employees. Large spaces such as gymnasiums or cafeteriums, the Employer will attempt to provide three (3) employees for the scrub team.

Section 5 - Conference Training

Those employees selected by the Employer to attend the annual Lansing Conference for Plant Operation and Transportation shall receive no loss of regular pay and shall receive remuneration for expenses incurred in accordance with appropriate Board of Education policies.

Section 6 - Intra-School Mails

Union Steward shall be granted the use of intra-school mails.

Section 7 - Payroll Checks

Payroll checks will be distributed on Thursday evenings prior to the regular pay day to afternoon shift employees. If any such employee is absent on a regular basis on the Fridays following distribution of checks this requirement may be revoked in their case.

Section 8 - Tuberculin Test

Tuberculin Tests required under Article 290, Public Acts of 1966 shall be provided by the Employer at a place and time to be established at no cost to the employees in the bargaining unit. The testing shall be conducted at a time not in conflict with any employee's work schedule. Any employee unavailable when testing is provided shall provide evidence of a tuberculin test at no expense to the Employer. Those employees who because of medical reasons are unable to receive a skin test shall submit evidence that testing has occurred and shall be reimbursed by the Employer, but in no case for more than \$3.00.

ARTICLE XVII - RIGHTS OF THE BOARD

Section 1. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement.

Section 2. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions which are not inconsistent with the provisions of this Agreement. The Board agrees, however, that prior to taking action on any such rules or personnel policies, established by it related to hours, wages and working conditions of the employees, it shall give the Union reasonable notice of any proposed rules or policy. Such notification shall be given to afford the Union the opportunity to consult with the Board as to the same before it takes action thereon. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

Section 3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE XVIII - SUBCONTRACTING

The employer agrees that it will not enter into any subcontract for the performance of the employee's work that would deprive those persons employed at the execution of this Agreement from performing their regularly scheduled workday during the term of this contract.

ARTICLE XIX - NO STRIKE CLAUSE

The Union, its officers, representatives and members agree that it shall not strike for any purpose during the term of this contract. The Union, its officers, representatives and members further agree that they shall not directly or indirectly direct, instigate, participate in, encourage or support any strike against the Employer or the school district.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973 and shall continue in effect until the 30th day of June, 1975, subject to the contingency on wages shown on the Wage Schedule. In the event negotiations are required for the period July 1, 1974 to June 30, 1975 they shall be limited exclusively to wages.

The Agreement shall then continue in effect thereafter from year to year, unless one party or the other gives notice in writing, at least sixty (60) days prior to the expiration of this Agreement, of the desire to terminate the Agreement or modify its terms.

By _____
Its President

By _____
Its President

By _____
Its Business Representative

By _____
Its Secretary

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

By _____
Negotiating Committeeman

By _____
Member

Dated this _____ day of
_____ 1973

WAGE SCHEDULE A

JULY 1, 1973 - JUNE 30, 1974

	<u>START</u>	<u>90 DAYS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Custodian I	\$3.345	\$3.425	\$3.505	\$3.585
Custodian Leader			3.705	3.785
Custodian II	4.270	4.430	4.580	4.740
Maintenance Worker	4.410	4.560	4.720	4.880
Motor Vehicle Mechanic	4.410	4.560	4.720	4.880

JULY 1, 1974 - JUNE 30, 1975

	<u>START</u>	<u>90 DAYS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Custodian I	\$3.545	\$3.625	\$3.705	\$3.785
Custodian Leader			3.905	3.985
Custodian II	4.470	4.630	4.780	4.940
Maintenance Worker	4.610	4.760	4.920	5.080
Motor Vehicle Mechanic	4.610	4.760	4.920	5.080

The above schedule for the period 7/1/74 to 6/30/75 shall be in effect beginning on 7/1/74 unless the increase in the Consumer Price Index of the Bureau of Labor Statistics for July 1973 and July 1974 exceeds 8 points, in which event wages only shall be subject to negotiations.