

June 30, 1972 +

Croswell - Lexington Community Schools

A G R E E M E N T

b e t w e e n t h e

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

a n d

TEAMSTERS LOCAL UNION NO. 339

c o v e r i n g t h e p e r i o d

f r o m

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July 1, 1969

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A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between Croswell-Lexington Community Schools, located at Croswell, Michigan, party of the first part, and hereinafter termed the Employer, and TEAMSTERS LOCAL UNION NO. 339, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 2441 West Water Street, Port Huron, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I.

SCOPE OF AGREEMENT AND OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all non-supervisory, school maintenance men, mechanics, bus drivers, custodians and cooks, in the Croswell-Lexington Community Schools.

ARTICLE II.

RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of bargaining unit operations, including newly established or acquired schools or districts of

the Croswell-Lexington Community Schools. Other newly acquired schools or districts of the Croswell-Lexington Community Schools shall be covered by this Agreement at such time as a majority of employees in a bargaining unit comparable to classifications set forth herein designate, as evidenced through a card check, the Union as their bargaining representative.

Section 2. All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All new employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the later.

Section 3. The employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee, working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

Section 4. A new employee shall work under the provisions of this Agreement but shall be employed only on a 30 day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After 30 days, the employee shall be placed on the regular seniority list. In case of discipline within the 30 day period, the Employer shall notify the Union in writing.

Section 5. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit employees, except for emergencies, or reasonable needs arise or circumstances beyond control of the Employer or Supervisory Inspection.

ARTICLE II

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hourly rates, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE III

STEWARDS

The employees shall elect, from among the employees, one chief steward and three (3) committeemen, one representing cooks and custodians and one representing bus drivers and mechanics and one representing school maintenance men. The Union shall notify the School Board of the elected steward and committeemen. The authority of the steward shall be limited to and shall not exceed the following duties and activities after working hours.

The steward shall have permission to do the following:

1. The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

2. The collection of dues, when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or it's Officers, provided such messages and information;
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employers' business.

With prior approval of the Employer, the steward may post and maintain Union notices on the premises when expressly authorized by Officers of the Union in the custodian areas.

The steward nor committeemen has no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of all stewards and committeemen and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations, shall have the authority to render proper discipline including discharge without recourse, to any steward or committeeman in the event such steward or committeeman has taken strike action, slow-down or other work stoppage in violation of this Agreement.

All stewards and committeemen shall be employees of the Employer and shall perform the duties of the classification for which they are employed.

ARTICLE IV.

EXTRA CONTRACT AGREEMENTS

(a) The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively which in any way conflicts with the

terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employee or any individual employee. Any such agreement shall be null and void.

(b) This Agreement shall be binding upon the parties hereto, their successors, and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local Union No. 339.

ARTICLE V.

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the procedures herein provided and that there shall be at no time any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lockout.

Every effort shall be made to adjust controversies and disagreements in any amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for mediation as hereinafter provided.

Section 2. (a) Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the steward, or both, and the Supervisor of his or her department.

Step 1-a Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

Step 2. By conference between an official or officials of the Union and the representative of the School District, delegated by the School Board.

Step 2-a In the event an agreement cannot be reached at the above Step, than it shall be presented to the School Board. The aggrieved employee must be present at all Board hearings.

Step 3. In the event the last step fails to settle the complaint, it shall be referred to the State Labor Mediation Board upon the request of either party. The Business Agent and/or Executive Board of the Local Union shall have the right to determine whether or not a grievance started by an employee against the employer is qualified to be submitted for mediation.

Either party has the right to appeal the decision of the Mediation Board to any court as provided by the Michigan State law.

(b) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

Section 3. It is further agreed that in all cases of any strike, slow-down, walkout or any cessation of work, the Union shall not be liable for damage resulting from such acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage of work mentioned above, it is specifically understood and agreed that the School Board during the first day of such stoppage, shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work, and such Union member

shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE VI.

DISCHARGE OR SUSPENSION

Except as provided in Article V, Sections 3 and 4, the Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, physically or mentally unfit or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job or allowing unauthorized personnel to perform their work. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Discharge must be by written notice to the employee and the Union. Any discharged or suspended employee may file a written grievance under Article V, Section 2, but such grievance must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case may then be taken up as provided for in Article V, Step 3, hereof.

ARTICLE VII.

SENIORITY

There shall be five separate seniority groups: School maintenance men, mechanics, bus drivers, custodians and cooks.

(a) In reducing the working force, the last employee hired shall be the first employee laid off, in his respective seniority group. In returning to work, the last employee laid off shall be the first employee rehired in his respective seniority group.

(b) Seniority shall be broken only by discharge, voluntary quit or more than a twenty-four (24) month lay-off. In the event of a lay-off of less than twenty-four (24) months, an employee so laid off shall be given seven (7) calendar days' notice of recall by registered mail to his last known address. In the event the employee fails to make himself available for work at the end of said seven (7) calendar days, he shall lose all seniority rights under this Agreement.

(c) A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their places of employment. Any controversy over the seniority standing of any employee on this list shall be referred to the grievance procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not members of a Union.

(d) Employees hired during June, July and August will start their probationary period on the first day of school, normally the day after Labor Day. During the probationary period, no probationary employee shall be entitled to any benefits under this Agreement; provided however, that his sick leave accrual benefit will be retroactive to first date of probation when he becomes a permanent employee.

(e) Substitute employees shall not accrue any seniority or any fringe benefits outlined in this Agreement.

ARTICLE VIII.

MEMORANDUM OF UNDERSTANDING

It shall be hereby understood by the parties hereto that the assignment of duties to any individual employee in her or his respective classification shall be vested in the Employer, consistent with the provisions outlined in this Agreement.

Specific duties shall be outlined by the Employer regardless of classification within the scope of this Agreement.

Any employee failing to perform such duties in her or his respective assignment or responsibility will be subject to re-assignment. Anyone failing to perform the re-assigned work will be subject to dismissal.

ARTICLE IX.

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition

until same has been approved as being safe by the mechanical department or bus supervisor.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, this matter shall be subject to grievance procedure.

ARTICLE X.

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge, by the Board of Education for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, not to exceed seven (7) days per year, not to exceed any two employees at any given time designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities.

ARTICLE XI.

MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the Selective Service

Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XII.

WORKMEN'S COMPENSATION

The Employer shall provide workmen's compensation for all employees covered by this Agreement in accordance with Michigan State law.

ARTICLE XIII.

SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its' validity, the remainder of this contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

ARTICLE XIV.

MANAGEMENT RIGHTS

Nothing contained herein shall be construed to deny or

restrict any employee or the School District or School Board rights he or they may have under the Michigan School Laws or applicable civil laws and regulations.

ARTICLE XV

TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from July 1, 1969, to and including June 30, 1972, and shall continue in full force and effect from month to month thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least 60 days prior to June 30, 1972, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiations between the parties June 30, 1972, provided that the party desiring to reopen serves notice in writing upon the other party at least 60 days prior to June 30, 1972. If no such notice is given the said Schedule "A" shall continue on from month to month

Section 4. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least 45 days before the expiration or amendment date of this Agreement.

Section 5. In the event of an inadvertent failure by the Union or Employer to give the notice set forth in Sections 1, 2, and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 19 ____, effective as of _____, 19__.

EMPLOYER

UNION

CROSWELL-LEXINGTON COMMUNITY
SCHOOLS

TEAMSTERS LOCAL NO. 339 an
affiliate of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

BY _____

BY _____

SCHEDULE "A"

ARTICLE I

The following wage rates and provisions are part of the contract between the Crosswell-Lexington Schools and the School Maintenance Men, Bus Drivers, Custodians and Cooks.

The following rates are effective as of July 1, 1969.

<u>WAGES</u>	<u>EFFECTIVE DATES</u>		
	7-1-69	7-1-70	7-1-71
SCHOOL MAINTENANCE MEN			
To Start	2.25	2.35	2.45
90 Days	2.35	2.45	2.55
1 Year	2.55	2.65	2.75
2 Years	2.65	2.75	2.85
3 Years	2.75	2.85	2.95
4 Years	2.85	3.05	3.15
MECHANICS			
To Start	2.55	2.70	2.85
90 Days	2.70	2.85	3.00
1 Year	2.80	2.95	3.15
2 Years	3.05	3.30	3.50
BUS DRIVERS			
To Start	2.50	2.60	2.70
90 Days	2.60	2.70	2.80
1 Year	2.80	2.90	3.00
2 Years	2.90	3.00	3.10
3 Years	2.95	3.10	3.20
CUSTODIANS AND COOKS			
To Start	1.69	1.79	1.89
90 Days	1.79	1.89	1.99
1 Year	1.99	2.09	2.19
2 Years	2.09	2.19	2.29

HEAD COOK - 25¢ per hour above maximum rate.

ARTICLE II

ROUTE ASSIGNMENTS

Section 1. The assignment of buses and bus routes, including time schedules and routes are vested in the Employer and may be changed at any time to meet adequate transportation at the discretion of the Employer.

Section 2. Time changes for the various routes shall be posted at the time of such change.

ARTICLE IV

ARTICLE III

SPECIAL RUNS OR TRIPS

Section 1. The Employer agrees to pay the regular hourly rate for all hours worked on any special trip.

Section 2. The Employer agrees to pay two (2) hours show-up time for any special trips that are not cancelled two (2) hours in advance.

Section 3. The Employer shall arrange and furnish admission tickets at no cost to the employee for admission to any event on all special trips, plus meals as indicated on posted runs.

Section 4. Special Student activity bus runs must be accompanied by an an adult chaperon.

Section 5. Complimentary passes will be given upon request at the high-school principals office to all home games to be used only by the employees. All special trips shall be posted twenty-four (24) hours in advance.

ARTICLE IV

BREAKDOWNS OR ACCIDENTS

In the event of any breakdown or accident when driver is not at fault, the employee shall be compensated at his regular hourly rate of pay for time necessarily spent over fifteen (15) minutes beyond his regular scheduled running time.

ARTICLE V

GUARANTEED WORK DAYS

Section 1. All regular bus drivers shall be guaranteed one hundred seventy-five (175) work days in any school year. The rates of pay out-lined in Schedule "A", shall be applied according to the following formula: Daily hours worked on any regular run multiplied by the hourly rate out-lined in Schedule "A". All hours worked daily over the regular scheduled hours on each run shall be computed weekly. All days driven over one hundred seventy-five (175) and all special trips that are made over and above the regular daily schedule shall be computed weekly at the rates out-lined in Schedule "A".

Section 2. All regular employees shall be paid every two (2) weeks. The Employer shall not with-hold more than one weeks pay.

Section 3. All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. All full time cooks shall work a minimum of seven (7) hours per day. All part-time cookes shall work a minimum of four (4) hours per day.

ARTICLE VI

VACATIONS

Full time mechanics and school maintenancemen who have completed the following years of employment shall be entitled to vacation pay and time-off as follows:

One (1) Year Seniority	1 week vacation
Two (2) Years or more	2 weeks vacation
Ten (10) Years of more	3 weeks vacation

ARTICLE VII

SUBSTITUTE BUS DRIVERS

Substitute bus drivers shall be paid at the rate provided for in this Agreement and shall not accrue or be entitled to any fringe benefits outlined in this Agreement.

ARTICLE VIII

JOB OPENINGS

Section 1. All job openings in any classification covered under this Agreement shall be posted for bid at each school for a period of five (5) days, excluding Saturday and Sunday and holidays and all bids shall be submitted in writing during this period.

Section 2. Jobs shall be awarded on the basis of seniority and ability. When abilities are equal, seniority shall be the determining factor.

ARTICLE IX

SICK LEAVE

Section 1. Sick leave shall accrue at the rate of ten (10) days per year accumulated to seventy (70) days for bus drivers, custodians and cooks. Sick leave shall accrue at the rate of twelve (12) days per year or one (1) day per month accumulative to one hundred (100) days for school maintenance men and mechanics.

Section 2. A certificate of inability to work by reason of illness from a licensed doctor of medicine, examination by the Health Officer or other physician designated by the School Board, and such other evidence of illness and inability to work as the School Board may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed.

Section 3. In addition to the sick days allowed above, the employees shall be allowed annually, the following time off and these days will be deducted from the sick leave days:

1. Illness in the immediate family, regular employees will be given five (5) days off. The Employer may require verification of illness. Immediate family, spouse and children.
2. In case of death in his immediate family, a permanent, full-time employee may be granted leave of absence with pay for the work days falling within the period between the time of the death and the day of the funeral, not to exceed five (5) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, except that a relative residing in the same household may, for the purpose of this section, be considered as of the immediate family.
3. Bus drivers only shall be allowed three (3) personal days per year which shall apply to sick leave provided the employee makes his request at least one (1) week in advance and is approved by the Employer.
4. In the event of death of any full-time school maintenance man or mechanic, fifty (50%) percent of all unused sick leave days shall be paid to the widow.
5. Sick days and personal days are to be posted during September and March of each year.

ABSENCE FROM WORK

Employees that are unable to report for work for any reason must notify the Supervisor at least eight (8) hours prior to their scheduled starting time except in emergency the employee must notify his Supervisor at least one (1) hour prior to their starting time.

ARTICLE XI

PHYSICAL EXAMINATIONS

All employees shall have a physical examination by the doctor prior to the first (1st) full day of school or as required by the Employer, to be paid by the Employer. Said examination to include hearing, eyes and other physical items.

ARTICLE XII

HOLIDAY PAY

Full time maintenance men and mechanics shall receive eight (8) hours pay for the following holidays: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, July 4th and Good Friday. In the event that any of the above holidays fall on Saturday the employees shall work Monday through Friday and receive forth-eight (48) hours pay.

ARTICLE XIII

RETIREMENT POLICY

Any employee who become sixty-five (65) years old on or before July 1st of any year shall be retired as of July 1st of said year.

ARTICLE XIV

The Employer agrees to provide a Twenty-five hundred (\$2,500.00) dollar term Life Insurance and pay the full cost for all regular school maintenance men and mechanics.

The Employer further agrees to contribute Eight (\$8.00) Dollars per month toward the Blue Cross Hospitalization Insurance for all regular school maintenance men and mechanics.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 19__.

EMPLOYER

UNION

CROSWELL LEXINGTON COMMUNITY
SCHOOLS

TEAMSTERS LOCAL NO. 339 an
affiliate of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA.

BY _____

BY _____
