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(PROPOSED)

LABOR AGREEMENT

BETWEEN

ESCANABA AREA PUBLIC SCHOOLS

BOARD OF EDUCATION

AND THE

ESCANABA AREA PUBLIC SCHOOL EMPLOYEES ASSOCIATION

Escanaba Area Public Schools Board of Education

MEA
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PREAMBLE

This agreement, effective _____, 1966, is by and between the Board of Education, Escanaba Area Public Schools, Escanaba, Michigan, hereinafter called the Employer, and the Escanaba Area Public School Employees Association, M.E.A. Affiliate, hereinafter called the Union.

The Union pledges itself to cooperate fully to the end that harmonious relations may be maintained at all times and to promote efficient operation in the various Divisions. The Union further agrees to promote safety, cleanliness, and to cooperate fully in Personal and Public Relations.

Article #1 - Modification

- (A) This agreement shall be in effect _____, 1966 and shall remain in effect until _____, 1967 inclusive, and from year to year thereafter.
- (B) If either party shall desire to change, modify, or terminate this agreement it shall give written notice of such desire to the other party at least sixty (60) days prior to any annual expiration date.
- (C) The giving of notice in Article #1, Item B, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching an agreement prior to the anniversary date.

Article #2 - Recognition

- (A) The Employer agrees to recognize the Escanaba Area Public School Employees Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, monthly, weekly, and daily hours of work, and working conditions for all union employees.
- (B) The employees shall be classified into four Divisions as follows:
 - Division #1 Custodians, Matrons, Maintenance
 - Division #2 Cooks, Assistant Cooks, Bakers
 - Division #3 Secretaries, Clerks
 - Division #4 Drivers

Article #3 - Management

The union agrees that the employer is vested exclusively with the management of the Escanaba Area Public Schools.

Article #4 - Health

The employer may at any time require a medical examination (yearly for Drivers and Cooks), if such appears advisable. Such examination to be made by a physician of the employee's choice. Examination not to exceed ten (10) dollars payment to be made by the employer.

Article #5 - Seniority

(A) The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion, transfer, recall, and layoff the following shall be considered:

- (1) Seniority
- (2) Ability to perform the work
- (3) Physical fitness for the work

In the event of a dispute relative to items (2) and (3) in the case of any employee, a trial period of thirty (30) days shall be granted if requested. This request is to be made by the grievance committee. The question of ability and fitness for the work shall be determined by the employer at the end of such trial period.

Article #6 - Grievances

For the purpose of representing the employees effectively within the jurisdiction of this agreement, grievances shall be submitted in writing and in each case, as may be necessary, the following shall apply:

- (A) The employee(s), Steward, and Supervisor
- (B) Executive Board Member, Steward, Superintendent of Schools
- (C) Executive Board Union, Board of Education
- (D) Either party shall have the right to the services of the Michigan Labor Mediation Board.
- (E) Employees attending grievance meetings shall not lose time while attending such meetings.

Article #7 - New Employees

- (A) New employees shall be on probation for a period of ninety (90) days. This applies to Divisions #2, #3, and #4, Article #2, Item B.
- (B) Division #1, in Item B of Article #2, the probation period shall be twelve (12) months.

(Continued)

Article #7 - New Employees (continued)

- (C) Seniority rights shall not accrue while on probation.
- (D) The right to release such probationary employees shall be vested exclusively in the employer.

Article #8 - Lay-Offs

- (A) In the event of a reduction in force in any of the Divisions, Article #2, the employee with the least seniority will be the first to be laid off regardless of his or her position.
- (B) When vacancies occur, in order to be recalled, the employee involved must be able to perform the available work satisfactorily.

Article #9 - Temporary Employees

- (A) The parties recognize that it is necessary to employ temporary workers at times. When this occurs, Union members, especially during school vacations, shall be the first called, providing they are able to perform the work.
- (B) A temporary employee shall accrue no seniority. In the event a temporary employee is hired on a permanent basis - at the completion of the probationary period he or she shall be given a retroactive seniority date, computed by counting back from his or her permanent hiring date the actual number of days worked as a temporary employee.

Article #10 - Discharge

An employee discharged or suspended, who considers such action without good cause, shall present a grievance within seven (7) days of such action as provided in Article #6. Any discharge or suspension not questioned within seven (7) days shall be considered final.

Article #11 - Transfers

An employee temporarily transferred to a higher rated position in an emergency such as for sickness, vacations, etc., shall receive the higher rate of pay, and if transferred to a lower rated position for the convenience of the employer shall receive his or her regular pay.

Article #12 - Overtime

- (A) Any employee working in excess of eight hours in any twenty-four hour period or in excess of the standard work week shall be paid at the rate of time and one-half the regular rate of pay for such excess time.
- (B) Hours worked on Sundays and Legal Holidays shall also be paid at the rate of time and one-half the regular rate of pay.
- (C) No overtime shall be allowed unless given prior approval by the Supervisor.

Article #13 - Holidays

Employees shall be paid at their regular rates for the following holidays according to their Division, Article #2.

Divisions #2 and #4

Labor Day, M.E.A. Conference Days, Thanksgiving Day and the day following, Good Friday, Memorial Day, or days celebrated therefor. Also, for days when school is not in session but for which school membership is counted.

Division #3

One day preceeding Christmas Day and Christmas Day, one day preceeding New Years Day and New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and day following, or days celebrated therefor.

Division #1

One-half day preceeding Christmas Day and Christmas Day, one-half day preceeding New Years Day and New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day or days celebrated therefor.

Article #14 - Vacations

Employees shall be entitled to vacations at their regular rate of pay as follows:

Divisions #1 and #3

Over one year and less than two -- one week.
Two years to fifteen years -- two weeks.
Over fifteen years -- three weeks.

Schedules shall be established by the employer and shall take into consideration the requests of the employees.

Divisions #2 and #4

Over one year of thirty-eight weeks, and less than five years of thirty-eight weeks each -- one week.
Over five years of thirty-eight weeks each -- two weeks.
Payable Christmas vacation period.

Article #15 - Substitution

A substitute employee shall receive the same rate of pay as the employee for whom he or she is substituting.

Article #16 - Sick Leave

Employees shall be granted one day for each month of employment or fraction thereof for sick leave, accumulative not to exceed ninety-two (92) days.

Article #17 - Absence

Employees shall be allowed to absent themselves for the following with pay:

- (A) Two days, for personal business.
- (B) One day, for birth or marriage (family).
- (C) One day, death of a grandparent, aunt, uncle, in-law.
- (D) Not to exceed three (3) days for serious illness or death in the immediate family.
- (E) When required by legal authority to appear in a court of law, (other than personal).

Continued.

Article #17 - Absence (Continued)

- (F) Items A, B, and C, shall count against sick leave accumulations.
- (G) Absence not covered by the above shall be referred to the employer for action by the Supervisor.

Article #18 - Retirement

- (A) Employees retiring at age sixty-five (65) or over.
- (B) Employees that have died, or permanently laid off.
- (C) Employees discharged or quit with a minimum of three (3) years seniority.
Item A, B, and C shall be remunerated at fifty per-cent (50%) of their regular rate of pay for their accumulated sick leave.

Article #19 - Disability

Any employee who is absent because of an injury or disease compensable under the Michigan Workmans Compensation Law shall receive from the employer the difference between the allowance under the workmans compensation and his or her regular rate of pay for the duration of the illness with no deduction of sick leave.

Article #20 - Hours

- (A) It is hereby recognized that an eight hour day, five days, forty hours, Monday through Friday, shall constitute a work week.
- (B) Division #3. During all school dismissals (vacation periods) seven hour day, five days, thirty-five hours, Monday through Friday, shall constitute the work week.

Article #21 - Emergency

Employees called to report in for duty in an emergency when off-duty shall be paid not less than two (2) hours.

Article #22 - Non-Discrimination

The Employer and the Union agree that there shall be no discrimination under the terms of this agreement.

Article #23 - Amendments

This agreement is complete in writing and shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by the parties signatory hereto.

Article #24 - Stewards

The Union agrees to appoint one Steward for each Division. Their duties shall be to present complaints in the presence of the employee to the Supervisor in charge.

Article #25 - Insurance

The employer shall pay a premium cost of fifty (50) dollars per year for each member under the jurisdiction of this agreement for sick, health and accident insurance, to the Insurer of their choice.

Article #26 - Longevity

Recognizing that good employees in the system is a necessity and to reward them for their services the longevity scale is as follows:

After 3 years of employment	1% of weekly wage
6th year through 10th year	2% of weekly wage
11th year through 15th year	3% of weekly wage
16th year through 20th year	4% of weekly wage
21st year through 25th year	5% of weekly wage
26th year	6% of weekly wage

Payment of above to be made through the regular payroll.

Article #27 - Bonding

All personnel that handle and bank monies shall be bonded for their protection as well as the employer.

Article #28 - Wage-Salary Schedule
- Rules Conduct and Policy

Number 1 Division	Exhibit A
Number 2 Division	Exhibit B
Number 3 Division	Exhibit C
Number 4 Division	Exhibit D

In witness whereof, the parties hereto have caused this agreement to be executed.

Signed this _____ day of _____, 1966,
at Escanaba, Michigan.

Escanaba, Michigan
Board of Education

Escanaba Area Public Schools
Employees Association

By _____

By _____

(Chairman)

(President)
