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CUSTODIAL MAINTENANCE AGREEMENT

between

FRUITPORT COMMUNITY SCHOOLS EMPLOYEES CHAPTER OF LOCAL #201

affiliated with COUNCIL #55, AFSCME, AFL-CIO

and

FRUITPORT COMMUNITY SCHOOLS

1974-1975

Fruitport Community Schools.

*Fruitport Community Schools
Fruitport, Michigan 49415*

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A G R E E M E N T

THIS AGREEMENT entered into on this 5th day of November, 1974, between the FRUITPORT COMMUNITY SCHOOLS (hereinafter referred to as the "EMPLOYER") and FRUITPORT COMMUNITY SCHOOLS EMPLOYEES CHAPTER OF LOCAL #201, affiliated with Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

NOTE: The headings used in this 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 terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I. RECOGNITION

Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer, excluding all bus drivers, office clerical, professionals, cooks, Neighborhood Youth Corps, other federal program employees, and supervisors as determined by the Michigan Employment Relations Commission.

Case No. R70 C-114.

ARTICLE II. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III. MANAGEMENT RIGHTS

(a) Except as specifically restricted by this Agreement and, unless limited by law, the school management retains all rights, functions, and prerogatives, including but not limited to: the right and responsibility to direct the operations of the school, including but not limited to the selection of applicants for hire; the selection of supervisors within the meaning of the MERC; the determination of the size of the working force to satisfy the needs of school requirements; the placement of the employees subject to the specific terms of this contract; the right to determine whom shall be retained and whom shall be released at the end of an employee's probationary period; the right to maintain order and efficiency of its employees; to establish reasonable rules, provided the written rules were established at the effective date of this Agreement, or new or amended rules are posted thirty (30) days prior to becoming effective; the right to make temporary transfers because of sickness, absenteeism or other unforeseen reasons; to relieve employees from duty because of lack of work or for other legitimate reasons, and to terminate employment, suspend, discipline or discharge for just cause; the right to establish, change or introduce reasonable standards of safety and safe operating practices; the right to establish, change or introduce new or improved methods, equipment, quality standards or facilities; and the right to establish and alter the number of employees on any new job pending a final agreement with the Union.

(b) The Employer agrees that the Union will have the right to grieve over the reasonableness of the rules, except written rules established at the effective date of this agreement. Any complaint or dispute concerning the exercise of any such management functions in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

ARTICLE IV. UNION SECURITY

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall as a condition of continued employment continue membership in the Union for the duration of this Agreement to the extent of the tender of the periodic dues and

initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. Any present or future employee who is not a member of the Union, and who does not make application for membership shall, as a condition of continued employment, tender to the Union each month a service charge toward the administration of this Agreement in an amount equal to the periodic dues uniformly required as a condition of retaining membership in the Union. Employees who fail to comply with the requirements of this provision shall, upon written request of the Union setting forth the alleged breach hereof, be discharged by the Employer within thirty (30) days after receipt of such written notice to the Employer from the Union. All employees shall comply with the above requirements not later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the beginning of their employment in the unit, whichever is the later.

ARTICLE V. UNION DUES AND INITIATION FEES

(a) Payment by Check-Off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues, as provided by the Union, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed an Authorization for Check-Off of Dues form.

(b) When Deductions Begin.

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

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted within ten (10) days thereafter.

(d) Termination of Check-Off.

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

(e) Disputes Concerning Membership.

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

ARTICLE VI. STEWARDS AND ALTERNATE STEWARDS

(a) Two (2) stewards - first shift (one for the North area and one for the South area.)

(b) Two (2) stewards - second shift (one for the North area and one for the South area.)

(c) A reasonable length of time shall be allowed for the stewards, after properly reporting off to their supervisor, during their working hours, without loss of time or pay, to investigate and present grievances to the Employer.

(d) The Union shall be represented by a bargaining committee of three (3) employee representatives, one of whom shall be the Chapter Chairman. Negotiation meetings shall be scheduled at mutually agreed times between authorized representatives of the Employer and the Union.

ARTICLE VII. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative by mutual consent. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conference if held during working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union, and the Employer's attorney.

(b) The Union representative, by permission of the Employer, may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE VIII. GRIEVANCE PROCEDURE

Time of Answers.

In order to be a proper matter for the grievance procedure, the grievance must be presented in writing by the steward to the immediate supervisor within fifteen (15) working days after the employee or steward has knowledge of its occurrence. A grievance is defined as a dispute that relates to the interpretation or application of this Agreement, or to any disciplinary matter arising thereunder.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP 1.

(a) Any employee having a specified grievance shall take the matter up with his immediate supervisor. A steward shall have an opportunity to be present at this meeting. The supervisor shall attempt to adjust the matter in a manner not inconsistent with the terms of this Agreement.

(b) Grievances not so settled shall be reduced to writing on appropriate forms, signed by the aggrieved employee, employees or Union, and the steward and submitted to the immediate supervisor within five (5) working days of the meeting in Step 1 (a).

(c) The supervisor shall write his disposition on all copies of the grievance forms and shall return it to the steward within five (5) working days of the date the grievance is submitted to him.

STEP 2.

If the grievance is not adjusted by the above steps, it shall be submitted in writing by the steward to the Office Manager within seven (7) working days after receipt of the supervisor's answer in Step 1. The Office Manager shall give his written answer to the grievance to the steward within seven (7) working days.

STEP 3.

If the answer in Step 2 is not satisfactory, the grievance may be presented by the Chapter Chairman to the Superintendent of Schools within ten (10) working days after receipt of the answer in Step 2, who shall note the time of receipt on all copies. The Superintendent of Schools shall give his answer in writing to the Chapter Chairman within ten (10) working days from the date of receipt of the grievance and the Chapter Chairman shall note the date of receipt of such answer on all copies.

STEP 4.

If the answer at Step 3 is not satisfactory, the grievance may be presented by the Chapter Chairman to the Board of Education by presenting the grievance to the Superintendent of Schools within seven (7) working days after receipt of the answer in Step 3. The Superintendent of Schools shall note the date of receipt on all copies.

Upon proper presentation, a meeting shall be arranged between the Chapter Chairman and the Board of Education or its representatives, which representatives shall include a member of the Board, within thirty (30) working days of presentation of the grievance to the Board. The meeting shall be held for the purpose of attempting to settle the matter in dispute. The Board of Education or its representatives shall give their answer within fifteen (15) working days after the meeting.

STEP 5.

(a) In the event the answer at Step 4 is not satisfactory and Council #55 wishes to carry the matter further, it shall, within thirty (30) days from the date of the Employer's last answer at Step 4, give written notice to the Employer requesting a meeting for the purpose of attempting to resolve the dispute(s). If the dispute(s) remains unsettled, and the Union wishes to carry the matter further after the meeting, Council #55 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures within ten (10) days following the meeting.

(b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

(d) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(e) The grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liabilities shall date only from the date of the reinstatement. If the grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance shall not be reinstated. When two or

more grievances involve a similar issue, those grievances, (other than the one to be arbitrated) may be withdrawn by written agreement of the Employer and the Union without prejudice pending disposition of the appeal to arbitration of the representative case. In such event, the withdrawal without prejudice will not effect financial liability.

(f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

(h) No claim for back wages shall exceed the amount of wages the employee would have earned at his regular rate or overtime rate, whichever is applicable.

ARTICLE IX. DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline (whereby notice is placed in the employee's work record).

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the employee and the steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the area and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

(c) Appeal of Discharge or Discipline.

Should the discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days after receiving the written notice of discharge or discipline from the Employer. The Employer shall review the discipline or discharge and give a written answer within three (3) working days of its receipt of the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record.

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

ARTICLE X. SENIORITY

(a) Probationary Employees.

New employees hired in the unit shall be considered as probationary employees for the first forty-five (45) working days of their employment and new regular part-time employees shall be considered as probationary for the first sixty (60) working days of their employment. The forty-five (45) working days and the sixty (60) working days probationary period shall be accumulated within not more than one hundred twenty (120) calendar days. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1.1 of this Agreement. A probationary employee who is discharged, disciplined or laid off shall have no recourse to the grievance procedure.

(c) After November 21, 1972, regular part-time employees who work a schedule of less than forty (40) hours per week shall accumulate seniority on a pro-rata basis compared to a full-time employee, as their annual hours bears to 2,080 hours. This section shall not apply to Article XXX.

(d) Seniority shall be on an employer-wide basis in accordance with the employee's last date of hire.

(e) The Employer may use substitute employees for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., except as provided in Article 25. Such substitute employees will not be covered by this Agreement, except they shall receive the starting rate of pay for the Custodian II Classification. No substitute employee shall have any rights under the Agreement.

(f) Seasonal employees shall be defined as employees used to perform seasonal work when school is not in session. They shall not be used to take the place of regular employees or work during a layoff as defined in Article XVI. It is understood that the provisions of this Agreement do not apply to seasonal employees. The rate of pay will be established by the Employer, but shall not exceed the top rate in the Maintenance of Building or Maintenance of Grounds classifications. The Employer may, however, designate one (1) seasonal employee as a lead man who may be paid a higher rate as determined by the Employer.

ARTICLE XI. SENIORITY LISTS

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list, on the date of this Agreement, will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up-to-date at all times and will provide up-to-date copies at the beginning of the school year in July to the Chapter Chairman. As changes in the seniority list occur from time to time, the Employer agrees to advise the Union of such changes in writing.

ARTICLE XII. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He retires.

(c) He is discharged for cause.

(d) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last-known address as recorded in the office that he has lost his seniority and his employment has been terminated.

(e) If he does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions may be made.

(f) Return from sick leave and leaves of absence will be treated the same as (d) above.

(g) If an employee works for another employer while on leave of absence, unless agreed to in the leave of absence.

(h) If an employee is laid off for a period of two (2) years or the length of his seniority, whichever is the lesser, during which period he shall accrue seniority.

ARTICLE XIII. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in his or her area which they can perform and shall be recalled to work in the event of a layoff on the first open job in his or her area which they can perform.

ARTICLE XIV. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairman, Chapter Secretary and Chief Steward of the local union shall, in the event of a layoff only, be continued at work at all times, provided there is work and they can perform any of the work available.

ARTICLE XV. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements: Without its consent neither party to this Agreement shall be obligated to bargain or negotiate over any subject or matter which would cause any provision of this Agreement to be modified, amended, deleted or repudiated, in whole or in part, prior to the date upon which such provision will be open for negotiations pursuant to a notice properly given under Article XLVI, Termination and Modification.

ARTICLE XVI. LAYOFF DEFINED

(a). The word "layoff" means a reduction in the working force for economic reasons.

(b) When a reduction in work force occurs, employees in the affected classification with the least seniority will be the first to be laid off. Such laid-off employee may claim the job of the least senior employee in another classification provided in the opinion of the supervisor he can meet the requirements of the job and has the ability to perform the job satisfactorily, subject to the grievance procedure.

(c) Employees to be laid off shall receive seven (7) calendar days' notice of layoff, except in case of an Act of God. The Chapter Chairman shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) In order to avoid a layoff only for seven (7) days or less, the Employer may transfer employees, without regard to seniority, from one classification or location to another, without any reduction in the rate of pay.

ARTICLE XVII. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 10, Section "d"; Article 13; and Article 14, provided they are qualified. Notice of recall shall be sent to the

employee at his last-known address by registered or certified mail to the address on file. If an employee fails to report for work within five (5) working days from the date of mailing the notice of recall, he shall be considered a quit.

ARTICLE XVIII. TRANSFERS

(a) Transfer of Employees.

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

(b) The Employer agrees that in any movement of work not covered by this Agreement, he will discuss the movement with the Union in order to provide for protection of the seniority of the employees involved.

ARTICLE XIX. JOB POSTINGS AND BIDDING PROCEDURES

(a) A vacancy is defined to mean any permanent job opening including regular part-time jobs, openings which result from the creation of a new job by the Employer or any permanent opening on an existing job created by death, quit, discharge, retirement or permanent transfer of an employee.

(b) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. Such vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall sign the posting within the five (5) working days' posting period.

(c) Two factors shall be considered in selecting employees for the filling of permanent vacancies on jobs within the bargaining unit: (1) The ability and qualifications of the applicant to perform the open job and (2) The seniority of the applicants for the job.

(d) Preference shall be given the applicant with the greatest seniority, provided, he can meet the minimum requirements of the job and has the ability to perform the job.

(e) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. Any disagreement with the award shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman a copy

of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and notify the Union's Chapter Chairman as to who the applicant was who was awarded the job.

(f) A successful bidder for a permanent job opening shall have a trial period of four weeks or a minimum of twenty (20) working days, during which period the employee may request a re-transfer to his former job or the Employer may re-transfer the employee to his former job. If the Employer transfers an employee to his former position, such employee and his steward shall receive written reason for the re-transfer. During this trial period there shall be no increase in the employee's rate of pay. At the successful completion of the trial period the employee shall receive the rate of pay, based on his seniority, for the job.

(g) An employee who has obtained a new permanent job by the above procedure shall not be eligible for six (6) months to use the provisions of this Section to obtain any other job.

ARTICLE XX. VETERANS - REINSTATEMENT OF

(a) The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

(b) Educational Leave of Absence for Veterans.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed one year without pay or benefit in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXI. LEAVE OF ABSENCE

(a) Upon thirty (30) days' advance written application by an employee to the Employer, a leave of absence without pay or benefits will be granted to an employee for the following reasons:

1. Serving in any elected or appointed position, public or union. Such leave shall not exceed two (2) years and only one employee at a time may be on such leave in each category.

2. A maternity leave, which shall be applied according to the sick leave provisions of this Agreement and providing medical proof is presented indicating the time for the commencement of the leave and the termination thereof, but not more than one year.
3. Illness leave, physical or mental, not to exceed one year, providing that medical proof thereof is furnished.
4. Prolonged illness in the immediate family (spouse, parent or child) with medical proof that full care is required, and not to exceed one year.
5. Education leave as a full-time student at an accredited university, college, technical or business school, not to exceed one year.
6. Upon five (5) working days' advance written notice, members of the Union elected to attend a function of the Council or International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions; limited to ten (10) working days per year for the total unit; thereafter without pay to attend such conferences and/or conventions (not to exceed three (3) employees at any one time).

(b) Employees shall retain and accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

ARTICLE XXII. UNION BULLETIN BOARDS

(a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events;
2. Notices of elections;
3. Notices of results of elections;
4. Notices of meetings.

ARTICLE XXIII. PHYSICALS

The Employer shall pay for all physicals required by the Employer, excluding TB tests and those provided for in Article 37, Section (c).

ARTICLE XXIV. RATES FOR NEW JOBS

When a new job is established within the bargaining unit, the Employer shall notify the Union by written notice of the classification and rate structure. If the Union disagrees with the description and/or rate, it shall be subject to negotiations provided the Union notifies the Employer within ten (10) working days of the date the Union receives the notice.

ARTICLE XXV. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., for more than one week, will be granted to the senior employee who requests such assignment in writing, and who meets the requirements for the job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE XXVI. JURY DUTY

An employee when called to serve on jury duty will be paid the difference between his pay for jury duty and his regular pay, but must work at his regular job when not on jury duty.

ARTICLE XXVII. SAFETY COMMITTEE

A safety committee of employees and the Employer representatives is hereby established. This committee will include representatives as designated by the Union and the Employer, and shall meet at least once per month at a time mutually agreeable to the Employer and the Union.

ARTICLE XXVIII. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be posted on a monthly basis in a prominent place in each building.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first, based on the monthly records, and so on down the list in an attempt to equalize the overtime hours. The scheduling of overtime will be within the discretion of the Employer. If the assignment is not filled as above defined the Employer shall have the right to fill the overtime assignment at his discretion.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of employees working during that call-out period (two hour minimum), except in the case of paid sick leave, vacation or approved leave.

(d) Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

ARTICLE XXIX. TIME AND ONE-HALF AND DOUBLE TIME

(a) The employee's rate of pay shall be one and one-half (1 1/2) times his straight-time hourly rate for all hours worked:

1. For all hours worked over eight (8) hours in any one day.
2. For all hours worked on Saturday.
3. For all hours in excess of forty (40) hours in a regular work week.

(b) The employee's rate of pay shall be two (2) times his straight-time hourly rate for all hours worked:

1. For all hours worked on Sunday.
2. For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

(c) Overtime shall not be paid where the employee has requested to work overtime in order to receive time off the regular shift.

ARTICLE XXX. CLASSIFICATIONS AND RATES

Effective October 16, 1974, employees shall be paid the following hourly rate in accordance with seniority as defined in Article X, Section "d":

	<u>Start</u>	<u>End of Probationary Period</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
Maintenance of Grounds	\$ 3.75	\$ 3.95	\$ 4.15	\$ 4.30	\$ 4.55
Maintenance of Buildings	3.75	3.95	4.15	4.30	4.55
Utility-Building and Grounds	3.40	3.60	3.80	4.00	4.25
Custodian I	3.40	3.60	3.80	4.00	4.25
Custodian II	2.80	2.95	3.15	3.30	3.50

ARTICLE XXXI. WORK HOURS, SHIFT PREMIUM AND HOURS

(a) The first shift is any shift that regularly starts between 5:00 a.m. and 11:00 a.m. The second shift shall be any shift that regularly starts between 11:00 a.m. and 7:00 p.m. The third shift shall be any shift that regularly starts between 7:00 p.m. and 11:30 p.m. Any change of shifts shall be subject to good-faith negotiations.

(b) The regular full work day shall consist of eight (8) consecutive hours per day, Monday through Friday, forty (40) hours per week. For the purpose of this clause the day the employees' shift regularly starts shall be considered as the regular work day for the eight (8) consecutive hours and overtime would not apply during the regular shift.

(c) With thirty (30) minutes off for lunch, not included in the eight (8) hour period, for the first shift employees; and thirty (30) minutes off for lunch, included in the eight (8) hour period for the second and third shift employees.

(d) Employees may take a coffee break in the A.M., and also a coffee break in the P.M., or the first and second half of their regular shift, whichever may apply; not to exceed fifteen (15) minutes each.

(e) An employee called in to report for overtime duty shall be guaranteed at least two (2) hours' pay at the applicable rate of pay.

(f) It is understood that security checks made at the buildings are to be performed by a security guard and are not within the scope of this Agreement. The security guard shall not perform work of the bargaining unit.

ARTICLE XXXII. WORK PERFORMED BY SUPERVISION AND OTHER EMPLOYEES

Supervisory employees and other employees not covered by the bargaining unit shall not perform work which is normally performed by the bargaining unit except in case of an emergency or when there are no other employees in the bargaining unit available; or for instructional purposes or to fill in when needed; it is understood that they will not have everyday duties to perform outside of supervision or to assist.

ARTICLE XXXIII. NO SUB-CONTRACTING

The Employer shall not contract or sub-contract out work which would result in a reduction of the work force, create a layoff, or during a layoff of employees in the bargaining unit during the term of this Agreement. So long as the Union and the employees represented by it are not engaged in any strike or other interference with the operations of the Employer, the Employer shall not contract or subcontract out work which would result in a reduction of the work force, create a layoff, or during a layoff of employees in the bargaining unit during the term of this Agreement.

ARTICLE XXXIV. PAYDAYS

Paydays shall be computed bi-weekly from 12:01 a.m. Monday, to 12:00 midnight Sunday, and paydays shall be every other Friday except for employees working nights. They shall receive their check on Thursday evening to the extent possible.

ARTICLE XXXV. HOLIDAY PROVISIONS

(a) The paid holidays are designated as: New Year's Day; the last half of an employee's regular shift on Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; the day before Christmas; Christmas Day; and the day before New Year's Day.

Employees will be paid their current rate based upon their normal scheduled work hours.

(b) Should the holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) .It is agreed, however, that in the case where school is in session or the day is not applicable, the holiday shall be considered on a day mutually agreed upon between the Employer and the Union, in writing.

(d) To be eligible for holiday pay, the employee must have worked his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless otherwise excused.

ARTICLE XXXVI. FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days ending the day of the funeral; two (2) days additional may be granted with approval of the Superintendent, not to be deducted from sick leave, for a death in the immediate family. "Immediate family" designated as: Mother, Father, Mother-in-law, Father-in-law, Wife or Husband, Son or Daughter, or a member of the Employee's household, Brother, Sister, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparents and Grandchildren.

ARTICLE XXXVII. SICK LEAVE

(a) All employees covered by this Agreement shall be granted twelve (12) sick leave days per year, as of July 1 each year, pro-rated one (1) day per month, with two hundred sixteen (216) days' accumulation. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. In addition to personal illness or injury, sick leave may be used for the following purposes:

1. To make up the difference between Workmen's Compensation and an employee's full pay while receiving Workmen's Compensation.
2. Maximum of three (3) days per year for illness in the immediate family. An additional two (2) days per year may be used for critical illness in the immediate family.

(b) A probationary employee shall not be entitled to sick leave.

(c) The Employer may require medical proof of illness for any absence extending beyond one (1) day.

(d) Misuse of sick leave may result in disciplinary action.

(e) If an employee has no accumulated sick leave days, as of July 1, he may borrow against the current year's granted leave. If the employee leaves or is terminated during the current year and has used more sick days than he has earned, these days shall be deducted from his final pay.

(f) When an employee's sick leave has been exhausted, they will be notified by the Employer in writing that they are no longer on paid sick leave. The employee must, within three (3) days of receipt of such letter, contact the Employer for leave in accordance with Article XXI.

ARTICLE XXXVIII. PERSONAL BUSINESS LEAVE

A maximum of two (2) days per year, non-accumulative, for personal business. Application for personal business leave shall be made at least twenty-four (24) hours before taking such leave. Permission for leave must be received from the supervisor of Building and Grounds. Only in extreme emergencies can leave be granted without the twenty-four (24) hours' notice. Personal business is not charged against sick leave days. Personal business days shall not be taken preceding or following a holiday or a paid leave day or to extend vacation time.

ARTICLE XXXIX. VACATION ELIGIBILITY

(a) Employees shall earn credits toward vacation with pay in accordance with the following schedule:

1 week per year . . .	1 year to 2 years
2 weeks per year . .	2 years to 8 years
3 weeks per year . .	8 years and over

(b) Vacation pay for regular full-time employees shall be eight (8) hours per day or forty (40) hours per week pay for vacation day or week at their straight time hourly rate.

Vacation pay for regular part-time employees shall be their regular schedule of hours per day or per week at their straight time hourly rate.

(c) Vacations will be granted during the months of June, July and August, unless another time is mutually agreed upon by Employer and employee, considering the operational needs of the District and the request of the employee.

(d) Employees must make request for vacation two (2) weeks in advance prior to leaving on vacations; and all vacations will be honored in accordance with seniority.

(e) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(f) A vacation may not be waived by an employee and extra pay received for work during that period.

(g) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(h) If a regular payday falls during an employee's vacation, and he wants that check in advance, he shall make a request three (3) weeks in advance before leaving if he desires to receive that check in advance.

(i) If an employee is laid off, retires, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year, except in the case of discharge for cause, an employee shall not receive the pro-rata portion accrued during the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from the following year.

(j) Rates During Vacation.

Employees will be paid their current rate of pay based on their regular scheduled days while on vacation, and receive credit for any benefits provided for in this Agreement.

(k) Vacations not taken are not cumulative.

ARTICLE XL. DEFINITION OF BENEFITS FOR PART-TIME EMPLOYEES

(a) Regular part-time employees are defined to mean those employees who are scheduled to work less than eight (8) hours per day, forty (40) hours per week and/or less than twelve (12) months per year.

(b) Regular part-time employees scheduled to work twelve (12) months per year shall be entitled to all benefits on a pro-rata basis in accordance with the number of hours scheduled to work per day or week (provided, however, that all employees employed prior to July 1, 1972 shall receive hospitalization-insurance in full in accordance with Article XLV).

(c) Regular part-time employees scheduled to work less than twelve (12) months shall be entitled to all benefits on a pro-rata basis in accordance with the number of hours scheduled to work per day, week or year for the months normally worked during the year.

(d) Regular part-time employees working less than twelve (12) months in any one fiscal school year shall not be eligible for vacation pay.

ARTICLE XLI. COMPUTATION OF BENEFITS

Hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. There shall be no pyramiding of hours.

ARTICLE XLII. SUCCESSORS CLAUSE

This Agreement shall be binding upon the Employer's successors; assignee, purchaser, leasee or transferee, whether effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding.

ARTICLE XLIII. PENSIONS

From the date of employment, all custodial employees will be covered by the Michigan Public School Employees Retirement Plan subject to the provisions of the law as set forth in Act #136, Public Acts of 1965, as amended. An employee who reaches the age of 65 on or before June 30 of the then current school year shall be retired as of that June 30.

ARTICLE XLIV. WORKMEN'S COMPENSATION

An employee sustaining injury or occupational disease arising out of, and in the case of Board of Education employment, shall be continued on the payroll to the extent of his sick leave and/or vacation reserve; provided that where he received income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for a period not to exceed that of his sick leave and/or vacation reserve; and such reserve shall be charged only for that portion in excess of the compensation payment.

ARTICLE XLV. HOSPITALIZATION AND MEDICAL CARE INSURANCE

The Employer agrees to pay the published rates per month toward hospitalization insurance medical care coverage and life insurance M.E.S.S.A. Super Med II or \$22.90 per month of income protection or life insurance as is effective October 16, 1974:

Self Only	\$22.90
Self and Spouse	55.10
Self and Children	46.60
Self, Spouse and Children	59.90

The District may elect to change the carrier providing there is no reduction in the benefits schedule.

ARTICLE XLVI. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 12:00 midnight, October 15, 1975.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 5th day of November, 1974 and become effective October 16, 1974.

FOR THE UNION:

FOR THE EMPLOYER:

Robert W. Clendenen

Jack McPherson

Walter Tamm

Guay R. Pope

John J. ...

Donald G. Hughes

Jain Nelson

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