

June 30, 1970

Fruitport

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AGREEMENT

This Agreement entered into this 30th day of August, 1969, by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the (Board) and the Fruitport Community Schools Custodial Association, hereinafter called the (Association).

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all custodial personnel. The term (custodian) when used in the Agreement, shall refer to all employees represented by the Association in bargaining or negotiating unit as above defined. All casual or temporary positions are excluded.

ARTICLE II

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

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 and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

CUSTODIAL RIGHTS

The Board agrees that every employee of the Board, represented by the Association, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining for mutual aid and protection. As a duly elected body, the Board agrees that it will not directly or indirectly discourage or deprive any person in the enjoyment of any rights. That it shall not discriminate against any person with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association or collective negotiations with the Board or any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Board recognizes the right of its employees to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency.

All monitoring or observation of work performance shall be conducted openly and with full knowledge of the person. This does not preclude the use of modern techniques and devices provided these are known to the person.

Any person who shall be promoted to a supervisory position and shall later return to his old status, shall be entitled to retain such rights he may have had under this Agreement prior to such transfer to supervisory status. Seniority shall accumulate while working in position transferred to.

The Board agrees to furnish to the Association such bargaining information as may be used in matters under negotiation, or for the preparation of a proposal by the Association. The Board reserves the right to furnish data at no cost to them. The Board reserves the right to furnish such data to the Association only after the data has been presented to the Board at a regular meeting or after the data has been presented by the Board to another government agency. This information is to be available following the Board meeting.

Nothing contained herein shall be construed to deny or restrict to any custodians rights he or she may have under the law.

ARTICLE IV

SALARIES

Any person not reporting to work shall lose their salary for that day, providing their absence is not permitted under the terms of this Agreement.

Each person shall have the option of receiving a basic family health insurance plan of \$180.00 per year or like amount of income protection or insurance (life).

The salaries of all persons covered by this Agreement are as follows:

SALARY SCHEDULE

1969-1970

Years of Experience	0	\$	5,671.00
	1		5,871.00
	2		6,071.00
	3		6,271.00
	4		6,471.00
	5		6,671.00

Fruitport grounds maintenance add \$500.00

Maid -	0-60 days	1.75 per hour
	60 days - 1 yr.	1.91 per hour
	2nd year & up	2.28 per hour

All rates shall be effective from July 1, 1969

ARTICLE V

WORKING HOURS

The standard work week shall be Monday through Friday.

The work week shall be a total of (40) hours, time over (40) hours shall be time and a half.

The school year shall be twelve (12) months, beginning on July 1, 1969 and ending on June 30, 1970.

CONDITIONS

The parties recognize that the primary duty or responsibility of the custodial personnel, the Board and the Association is to make ~~maximum~~ utilization of the personnel skills to the fullest extent practicable.

To the ~~extent~~ practicable, all working custodial personnel shall be told of a call made to them in an emergency such as death, illness, injury or fire, and shall be permitted to the extent practicable to place an out going call about the matter.

The provisions in this Agreement regarding the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in an Association with the activities of any employees group.

A custodian shall join the Association immediately following completion of the 90 calendar day probationary period.

All shall belong to, and pay dues to the Association. Failure to do so shall cause the employee to lose his standing in the Association.

ARTICLE VI

VACANCIES, PROMOTION, TRANSFERS

Whenever a vacancy, promotion or transfer is open in the district, the Board shall publicize the same by giving written notice of (24) hours of such opening to the personnel and provide for appropriate posting in every school building. Posting shall be done, on working days only.

Any qualified person may apply for an opening by doing so in writing to the Superintendent's Office within 5 days of the date of posting. In filling such opening, the Board agrees to give due consideration to back ground and attainments, the length of time in the school system and other relevent factors.

The Board recognizes a responsibility to consider from within the staff when filling openings at all levels.

The Superintendent may assign on a temporary basis pending the filling of the position. The temporary basis shall consist of a period not exceeding 14 calendar days.

ARTICLE VII

SICK LEAVE AND LEAVE OF ABSENCE

Definition of terms:

Immediate family - shall include Father, Mother, Husband,
Wife, Child, Sister or Brother

Relative - shall include Grandparent and Parent-in-law

Sick leave - Custodians shall be allowed ten (10) days of sick leave per year, which can be accumulated up to (150) days. Regular part-time employees will be pro-rated. In addition to personal illness or injury, sick leave may be used for the following purposes:

(A) Maximum of (3) days per year, non-accumulative, for illness in the immediate family. An additional (2) days per year, non-accumulative, may be used for critical illness in the immediate family.

(B) A maximum of (2) days per year, non-accumulative, for personal business. Application for personal leave shall be made at least (24) hours before taking such leave. Permission for leave must be received from the Superintendent's office. Only in extreme emergencies can leave be granted without the (24) hours notice. No personal business day will be allowed before or after a holiday. Personal business is not charged against sick leave days.

LEAVE OF ABSENCE

Leave of absence shall be granted for death in the family. This shall not be charged against accumulated sick leave days.

- (A) Not more than (5) days for death in the immediate family.
- (B) Not more than (3) days for death of a relative.
- (C) Not more than (1) day for death of Brother-in-law or Sister-in-law.

Leave of absences with pay* not chargeable to sick leave shall be granted for:

- (A) Absence when person is called for jury duty. (This shall be limited to (20) days.
- (B) Court appearance as a witness in any case connected with the person's employment at the school.
- (C) Approved attendance at conferences or conventions. The number and who are allowed to leave at one time will be the Administrations choice.

* The pay shall be the difference between jury duty pay and the employee's regular pay.

ARTICLE VIII

PROTECTION

All the rights granted to personnel in any or all of this section of this article entitled (Protection of Personnel) are subject to the conditions that the person shall have conducted himself or herself in accordance with the policy, practices and rules of the Board of Education.

Any case of assault upon a person shall be promptly reported to the Board or its representatives. The Board shall render all reasonable assistance to the person in connection with handling of the incident by law enforcement and judicial authority.

MISCELLANEOUS PROVISIONS

Personnel shall be informed of a phone number they may call before 7:00 A.M. to report that they will not be in to work. It is the responsibility of the Administration to make arrangements for the work.

Copies of this Agreement shall be made at the expense of the Board and given to all custodial personnel.

If any provisions of this Agreement or any part of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Any custodian, group of custodians, or the Association believing that there has been violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative within five school days. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected custodians may be present at such a meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted within five days to the Superintendent, who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted by the Superintendent to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. At the next meeting of the Board from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If any custodian for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement.

E. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure. Nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE X

NEGOTIATION PROCEDURE

Not later than April 1st of the calendar year in which this Agreement expires, both parties agree to commence negotiations and Successor Agreement.

In any negotiations described in this article, neither party will have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of membership of the Association, but the parties mutually pledge that representatives selected shall have all necessary power and authority to make proposals, consider proposals, or bargaining subject only to ratification.

If either party fails to reach an agreement in negotiation, either party may call on the State Mediation Board.

The Board agrees not to negotiate with any other organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual custodian from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is consistent with the terms of this Agreement.

ARTICLE XI

PAID HOLIDAYS

In addition to the regular Holidays of:

Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

The following shall be included:

Day after Thanksgiving
Half day before Christmas
Half day before New Year's
Half day on Good Friday

All regular part time help shall receive pro-rated pay for regular Holidays.

ARTICLE XII

PERSONNEL QUALIFICATION & PERSONNEL SELECTION

The following is a list of the qualities which the management will consider in the evaluation of the custodial staff:

1. A person with a pleasing personality.
2. A person that likes general maintenance work.
3. A person that likes children in general.
4. A person that learns and wants to learn more of maintenance.
5. A person that can organize himself or herself and others.
6. A person that can take and give orders.
7. A person that can make reports to the Administration.
8. A person that can accept requests from teachers and the Administration.
9. A person that is in good physical health.
10. A person that can give references from other employers.
11. A person shall have a physical examination.

New employees appointment to a custodial position shall be probationary for (90) calendar days until the ability to perform the job is proven. Probationary period can terminate any time up to (90) calendar days with release of assignment.

ARTICLE XIII

VACATIONS, RETIREMENT AND SENIORITY

Vacations:

Salaried personnel hired between July 1 and January 1 of a school year shall be eligible for a one week vacation during the following June, July or August. People hired after that date shall become eligible for two (2) weeks during the second summer following date of hire.

All employments of more than (1) year and less than ten (10) years shall warrant a vacation of two (2) weeks under the terms of Paragraph (1). Over ten (10) years warrants three (3) weeks vacation, one of which may be taken during the school year with two months prior approval.

All regular part time employees shall receive vacation pro-rated for the hours they work.

Retirement:

All employees shall retire after the school year in which they have reached the age of 65.

Seniority:

A list shall be maintained of all operational employees by seniority beginning with the original date of hire. In a reduction of work force, the seniority shall be followed in reverse order.

Overtime:

Separate lists for overtime purposes shall be maintained in Fruitport and at Beach. Overtime will be given in accordance with the two seniority lists. A person declining his turn for overtime will wait until his turn comes again.

Half of the Edgewood staff shall be added to the High School seniority list and the other half to the Middle School seniority list for purposes of equalizing the overtime.

Each employee going to a different building has the obligation of becoming familiar with the functions of the job before actually assuming work in the other building.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall remain in effect until June 30, 1970.

BOARD OF EDUCATION
FRUITPORT COMMUNITY SCHOOLS:

President _____

Secretary _____

Superintendent _____

FRUITPORT COMMUNITY SCHOOLS
CUSTODIAL ASSOCIATION:

Bargaining Committee Chairman

Member

Member