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LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT
BETWEEN

THE UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

AND

HALE AREA SCHOOLS

HALE MICHIGAN

FOR

CUSTODIANS AND REGULAR BUS DRIVERS

DATED October 15, 1974

to

July 1, 1976

Hale Area Schools

*United Steelworkers of America
Sub-District 29
1104 S. Madison Avenue
Bay City, Michigan 48706*

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AGREEMENT

THIS AGREEMENT entered into on this 15th day of October, 1974 by and between the Board of Education of the Hale Area Schools, Hale, Michigan hereinafter referred to as the "Board", and the United Steelworkers of America, AFL-CIO-CLC, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE AND INTENT

Section 1.1 Purpose and Intent. It is the intent and purpose of the parties that this Agreement shall promote and improve all relationships between the Board and the Union and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed and to provide a procedure for the prompt and equitable adjustment of grievances.

Section 1.2 No Discrimination. It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, or sex. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

Section 1.3: No Discrimination Because of Union

Activities. The Board agrees that it will not discriminate against, interfere with, coerce or restrain employees in any way because of their membership in, or their activity in behalf of, the Union unless such activity is specifically prohibited by this Agreement.

ARTICLE II

RECOGNITION - UNION SECURITY AND CHECK OFF

Section 2.1: Recognition; Bargaining Unit Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts 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 included in the bargaining unit described in Section 2.2.

Section 2.2: Definition of Employee - Union Membership - Check Off The term "Employee" as used in this Agreement shall mean all custodians and regular school bus drivers excluding all other school employees. The term "Employees", then used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiations unit as above defined, and references to male employees shall include female employees.

Section 2.3: Union Membership Present Members

Any employee who is a member of the Union in good standing on the effective date of this agreement shall as a condition of employment maintain membership in the Union to the extend of paying the periodic membership dues uniformly required of all Union members.

Section 2.4: Union Membership New Employees

Any employee who on the effective date of this agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 2.3 and provided that on the thirtieth (30th) day after the signing of this agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.

(b) In the event an employee refuses to comply with Section 2.4 or 2.4(a) he shall be subject to discharge.

Section 2.5: Check Off The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2.3(a), the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made out of the second pay of the employee each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Secretary-Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 2.6: Notice to Union of New Employees Newly hired employees will be given a Union authorization card or a service deduction card and the financial-secretary of the Local Union will be notified in writing, of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any.

Section 2.7: Indemnification and Hold Harmless Clause.
The Union agrees to indemnify and save the Board harmless against

any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.1:

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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 the United States. It is further recognized that the exercise of 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 terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1:

Pursuant to Act 379 of the Public Acts of 1965, as amended, the

Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2: State Labor Mediator The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

Section 4.3: School Building Use The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Business Manager. No employee shall be prevented from wearing insignia, pins, or other identifica-

tion of membership in the Union either on or off school premises.

Section 4.4: Union Request for Information The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate information which may be necessary for the Union to process any grievance or complaint.

ARTICLE V

EXISTING RATES

Section 5.1 Over Rates Employees who are presently receiving an hourly rate in excess of the rate set forth in Schedule "A" shall continue to receive such rate during the life of this Agreement or until the maximum rate in Schedule "A" exceeds the present wage rate.

ARTICLE VI

Section 6.1 Bulletin Boards The Board shall provide suitable bulletin boards for Union notices to its members. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

ARTICLE VII

SENIORITY

Section 7.1 Seniority - Committee Seniority Each employee shall have seniority in a non-interchangeable occupational group within the school system. The Chairman and the Grievance Committee (not more than two (2)) shall have top seniority in their occupational group during their terms of office. No Committeeman, however, shall use his super-seniority for the purpose of promotion. In the event of increases or decreases of force, seniority shall prevail, provided the employee has the ability to do the available work.

Section 7.2 Probationary Period A new employee shall be on probation, and no seniority rights shall be earned until the employee shall have worked for the Board forty-five (45) work days. Seniority shall then date back to the first (1) day he was assigned to a regular job (this does not include part time or subs). There shall be no responsibility for the re-employment of probationary employees if they are laid off, or discharged, during this period.

Section 7.3 Seniority List The Board agrees to keep an up-to-date seniority list of all employees who have completed their probationary period including those sick, on leave, in Military Service, and those employees laid off. Copies of such list are to be passed out to all Committeemen every six (6) months and a copy of such list shall be posted on the bulletin boards.

Section 7.4 Loss of Seniority Length of continuous service or seniority shall be calculated from the date an employee was assigned to a regular job, (not to include Part-time or Subs) in accordance with the following provisions:

There shall be no deduction for any time lost which does not constitute a break in continuity of service or seniority.

Continuous service or seniority is broken and all rights of employment shall terminate when:

(a) An employee quits or is discharged for proper cause.

(b) Laid off for two (2) years or more.

(c) Off on Sick Leave (not covered by Workman's Compensation) for a period of three (3) years or more. If such employee is recalled to work within ninety (90) calendar days from the expiration of his seniority protection under this subsection, he will be reinstated with full accumulated seniority.

(d) Absent from work for a period of three consecutive scheduled work days without notification to the Board during such period of the reason for the absence.

(e) An employee fails to report to work after a layoff, within eight (8) working days of the date of the scheduled physical examination (if he is then working for another employer) after being notified by certified mail sent to the employee's last address appearing on his card or within four (4) working days of the date of the scheduled

physical examination (if he is not then working for another employer) unless good and sufficient reason is furnished. Said periods (8 days or four days), as the case may be, shall be computed by including the date of notice and the date for return to work. When such notices are issued, the Chairman of the Grievance Committee shall be notified also. Each employee shall be responsible for seeing that his correct address is properly recorded on his employment card.

(f) Any employee with one (1) year or more seniority in the Bargaining Unit who is transferred or promoted and hereafter from the Bargaining Unit, shall accrue seniority for forty-five (45) days. If he is subsequently relieved of such position because of lack of work or inability to perform the work, or at his own request, the Board must give the employee the opportunity to return to the Bargaining Unit and to the job classification he left. After returning to the Bargaining Unit, he shall have the benefit of all seniority he has or may accrue in the Bargaining Unit.

Section 7.5 Job Posting In selection of employees to fill vacancies occurring or expected to occur by reason of increase of forces, vacancy, or newly created jobs, the following procedure shall apply.

(1) Notice of the vacancy shall be posted by the Board on the bulletin boards within two (2) working days from the time such vacancy first occurred, or the Board becomes aware of such pending vacancy.

(2) The notice is to state such information as: the Occupational group wherein the vacancy exists, the shift, the job

title, the hourly wage rate and number of hours per day of the job, and shall remain posted for three (3) working days in order that all employees working in the Bargaining Unit may be given an equal opportunity to bid for the vacancy.

(3) The Board may fill such vacancy on a temporary basis not to exceed ten (10) working days from the date the vacancy first occurred without regard to seniority. Bids of interested employees shall be submitted in triplicate and signed by the employee. One copy is to be retained in the Personnel Office, one copy to be given to the employee, and one copy to be given to the Union Committee. The Board shall fill such vacancy within a period not to exceed five (5) working days from the end of the three (3) days' posting period provided a bid has been made. Any employee having bid on a job vacancy who does not withdraw his name within three (3) days' posting period, must accept such job if awarded him in accordance with this Section. If no bids are made for the vacancy the Board shall be free to otherwise fill it.

(4) The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the Board on the basis of seniority and ability to do the available work.

(5) The Board shall notify the Chairman of the Committee as to the names of employees to whom jobs have been awarded together with the dates of such awards.

(6) Any employee who feels that he was entitled to any vacancy may file a grievance if he had bid on the vacancy while it was posted. Such employees have five (5) working

days to file a grievance after such vacancies are filled. Employees who do not bid on a particular job vacancy within the three (3) day posting period have no right to file a grievance to claim such a vacancy.

(7) The classification of an employee who is on Sick Leave, Vacation, or approved Leave of Absence shall not be considered as open and subject to bidding under this Section, and such employee shall have the right to return to his classification.

During this period the classification of the absent employee shall be offered to the senior qualified employee in accordance with (4) above, based on seniority, unless otherwise agreed to by the Board and the Union.

Section 7.6 Force Reduction When a decrease in force is necessary the following procedure shall be followed:

All temporary or probationary employees within their occupational group shall be laid off first.

If it becomes necessary to lay off additional employees Occupational group seniority and ability to perform the required work shall be the determining factors.

When an employee is laid off or his job discontinued, he shall have the right to accept a lay off or exercise his seniority to bump a less senior employee in his occupational group at the time of lay off, provided he has the ability to perform the work.

Section 7.7 Notice of Force Reduction When an employee, other than a probationary employee is laid off, he will be given a fifteen (15) day written notice of such layoff.

If he is laid off because of the discontinuance of a bus run, such employee will be entitled to a five (5) day written notice. If the Board fails to give the required notice of layoff, the employee will be paid at his usual rate for that part of the notice period which he did not work.

Section 7.8 Increase after a Layoff When there is an increase in working forces, after a layoff, the reverse of 7.6 Force Reduction shall be followed. Before any new employee is hired the senior employee on layoff shall first be offered the employment if he is willing and able to do the work.

ARTICLE VIII

SAFETY AND HEALTH

Section 8.1 Safety The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions. In this connection, the Board will comply with all provisions for safety as set forth in the Department of State Education Bulletin No. 431 -- Pupil Transportation Handbook.

Section 8.2 Safety Committee A joint Safety and Health Committee shall be established by the Board and the Union and the Union shall appoint at least two (2) members for such Committee. This Committee shall meet periodically to discuss safety and health conditions within the bargaining unit. Should

the Union or any employee feel that the safety and health provisions of this article are being violated, they may have recourse to the Grievance Procedure.

Section 8.3 Transportation for Medical Attention

The Board shall furnish conveyance to and from a Doctor's Office, Clinic or Hospital for employees who are injured during working hours.

Section 8.4 Doctor Approval Employees involved in an occupational accident or sickness shall be treated by a doctor of their own choosing, if approved by the Board. Approval of a doctor will not be denied except for a legitimate reason.

Section 8.5 Pay on Day of Injury An employee injured in an industrial accident will be paid for the hours lost receiving medical care on the day he was injured at his straight time hourly base rate, plus any overtime premium and applicable shift differential. In cases where the attending Doctor or Nurse thinks the employee should not return to work and finish out the work day, he shall be paid in accordance with the above for all hours he would have worked that day.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1

Should differences arise between the Board and the Union, or its members employed by the Board, as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise between the Union and the Board an earnest effort shall be made to settle such differences immediately in the following manner:

Step 1. Between the aggrieved employee, a committeeman and the supervisor, who must give an answer within two (2) working days.

Step 2. If the grievance is not settled in Step 1, within five (5) working days, the employee or the employee's committeeman may file a grievance in writing on forms furnished by the Union, and present two (2) copies to the Supervisor who shall have five (5) working days in which to reply in writing.

Step 3. If the grievance is not settled in Step 2, the Grievance Committee may, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the Grievance to the Board Representative. A meeting will then be held as soon as possible, but not later than five (5) working days, between the Board representatives and the Grievance

GRIEVANCE PROCEDURE (Continued):

Step 3 (Continued):

Committee for the discussion of the grievance. The decision of the Board representative shall be made in writing within five (5) working days after the meeting.

Step 4. Should Step 3 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee, and School Board or their representatives. Such meeting shall be held within five (5) working days from the Board's answer in Step 3 and the Board must give its answer within five (5) working days following such meeting.

Step 5. In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Board's answer in Step 4 to the State Labor Mediation Service.

Section 9.2 Time Limit Extension After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing.

GRIEVANCE PROCEDURE (Continued):

Section 9.3 Authority of Union to Process or Adjust Grievances. As representative of the employees, the Union may process grievances through the grievance procedure, including mediation, in accordance with this Agreement or adjust or settle the same.

Section 9.4 Right of Union to Process Claims of Deceased Employees: In the event an employee dies, the Union may process on behalf of legal heirs or legatees any claim he would have had relating to any monies due under any provision of this Agreement.

Section 9.5 Grievance Time Limits
The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

- a. Grievances with respect to errors in pay may be filed within sixty (60) working days from the issuance of the alleged erroneous check. All other grievances except those described in "b" and "c" of this section must be processed at Step 1 within thirty (30) working days from the occurrence which allegedly gave rise to the grievance.
- b. In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee, of the employee or employees so laid off.
- c. Employees upon recall who have returned to work and find they have been deprived of their rights as

GRIEVANCE PROCEDURE (Continued):

Section 9.5 (c) (Continued):

outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 9.6 Grievance Committee

- a. The Employees shall be represented by a Grievance Committee which shall consist of two (2) members selected by the members from the seniority list of the Local .
- b. Two committee members shall carry super-seniority as long as there is work they can perform and in which case they shall be the last employees to be laid off and the first to be returned unless they elect to resign. Super-seniority shall apply to lay-off and recall procedure only.
- c. Alternate Committeemen shall be recognized when the regular Committeeman is absent. Alternate Committeemen shall not have the super-seniority a regular Committeeman has as outlined in this Section.
- d. The Grievance Committee shall meet with Management at such times as may be determined to be necessary and as will not conflict with reasonable school operations.
- e. Members of the Grievance Committee shall receive their regular hourly rate when attending meetings with Management and while investigating and processing grievances, during their normal working hours. This privilege is extended with the

GRIEVANCE PROCEDURE (Continued):

Section 9.6 (e) (Continued):

understanding that such time will be devoted to the prompt handling of the grievances and will not be abused.

- f. Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

ARTICLE _____ X _____

SUSPENSION AND DISCHARGE

Section 10.1 Notwithstanding any other provisions of this Agreement, no member of the Union shall be pre-emptorily discharged. He shall first be suspended for not more than five (5) working days. During this period of suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing and a statement of the offense before representatives of the Board with members of the Grievance Committee present. At such hearing, the facts concerning the case shall be made available to both parties. As soon as practicable after such hearing, but not later than five (5) working days, the Board shall conclude whether the suspension shall be revoked, modified, extended, or converted into a discharge. In the event the suspension is modified, extended or converted into a discharge the employee may file a grievance alleging that he was unjustly treated and such grievance shall be presented under Step 3 of the grievance procedure.

Section 10.2 Absenteeism Not withstanding any other provision of this agreement, excessive absenteeism will be just cause for suspension or discharge. After ten (10) accumulative incidents (during one school year) of being absent, with the exception of illness, leave of absence and vacation, the Board of Education or its representative may suspend said employee for five (5) days. After a five (5) days' suspension if the employee does further violate this

Section 10.2 Absenteeism (Continued);

Article he may be discharged. The Supervisor shall approve all absences and a duplicate copy given to the employee. All records will be cleared at the end of the school year. The effective date will be when the contract is ratified.

Section 10.3

The employee's supervisor is to be notified prior to the employee's regular scheduled starting time when the employee is unable to report to work.

ARTICLE XI

VACATIONS

Section 11.1 Vacation Allowance (Custodial Only)

Paid vacations are as listed below:

After one (1) year employment - five (5) days paid
vacation

Two (2) years or more employment - ten (10) days
paid vacation

Three (3) years or more employment - fifteen (15)
days paid vacation

Section 11.2 Vacation Period

Employees shall be permitted to choose either a split or continuous vacation. When practical the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employees preference to be given the Board sixty (60) days in advance.

Section 11.3 Vacation Eligibility

Vacations shall be granted only to those employees who are scheduled or have worked twenty-five (25) hours or more per week and who are scheduled to work fifty-two (52) weeks per year. Vacation pay as in Section 11.1 shall be based on an average of the total paid hours within the anniversary year.

In order to qualify for vacation pay, employees must have worked one thousand (1,000) actual clock hours during the preceding year to qualify for their vacation as noted above.

Any employee who is off work and is being paid Workmen's Compensation will have those hours credited to the one thousand (1,000) hours as though they were actually worked.

Section 11.4 Vacation Pay for Deceased

Any vacation pay accrued to the date of death for any employee who dies and who was on the seniority roster the preceding year, shall be paid in the same manner as any unpaid wages of deceased employees.

Section 11.5 Vacation Pay for Employees Who Quit,
are Discharged, or Die

(a) Any employee with less than twelve (12) months seniority at the time he quits or is discharged shall not receive any part of a vacation pay.

(b) Any employee with twelve (12) months or more seniority who quits or is discharged shall receive vacation pay on a pro-rata basis. Example: Employees who meet the eligibility requirements as in 11.3 shall receive 1/12 of their vacation allowance for each month or portion of month worked.

ARTICLE XII

RATES OF PAY

Section 12.1 Standard Hourly Wage Scale

The standard hourly wage scales of rates for the respective job classes are established and shall be those set forth in Appendix "A" and "B" attached hereto and made an integral part of this Agreement.

Section 12.2 Overtime Pay (Custodians Only)

Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked:

- (a) In excess of eight (8) hours in any workday;
- (b) In excess of forty (40) hours in any work week;
- (c) On Saturday

Section 12.3 Sunday Pay Rate (Custodians Only)

Two (2) times the regular rate of pay shall be paid for all hours worked on Sunday.

Section 12.4 Reporting Pay (Custodians Only)

An employee who is scheduled to report for work and who does report for work in accordance with such schedule, not having been notified in advance not to report, shall receive not less than four (4) hours' work or if no work is available shall receive in lieu thereof pay for four (4) hours at his regular rate of pay plus an applicable shift or overtime premium. Any such employee shall be required to perform any work assigned to him. The foregoing provisions of this Section shall not apply in the event that Acts of God or other causes beyond the Board's control interfere with work being provided.

ARTICLE XII RATES OF PAY (Continued):

Section 12.5 Call-In Pay (Custodial Only)

Custodial employees called in to work outside his regular hours (except snow days or when school is not in session) shall be paid time and one-half for the hours worked, except where double time is provided for under Section 12.3, but not less than two (2) hours at his applicable overtime rate of pay.

Section 12.6 Shift Premium (Custodial Only)

Employees working the afternoon shift shall be paid a premium of .10¢ per hour and employees working the night shift shall be paid a premium of .20¢ per hour.

Section 12.7 Overtime Pay (Bus Drivers Only)

Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked:

- (a) In excess of eight (8) hours in any workday;
- (b) In excess of forty (40) hours in any work week;
- (c) On Saturday

NOTE: The above excludes extra Board Trip runs.

Section 12.8 Sunday Pay Rate (Bus Drivers Only)

Two (2) times the regular rate of pay shall be paid for all hours worked on Sunday.

NOTE: The above excludes extra Board Trip runs.

ARTICLE XIII

HOURS OF WORK

Section 13.1 - Normal Workday and Week (Custodial)

The normal daily hours of work shall be eight (8) consecutive hours and the normal weekly hours of work shall be forty (40) hours per week, Monday through Friday inclusive, except as otherwise stated.

Section 13.2 - Normal Starting Time

The normal starting time for the custodial staff shall be as follows:

1st Shift - Not earlier than 6:30 AM nor later than 8:00AM
2nd Shift - Not earlier than 11:00 AM nor later than 3:30 PM
3rd Shift - To be negotiated at time of establishing a 3rd Shift

Section 13.3 - Work Schedules

All custodial employees shall be scheduled on the basis of the normal workday and the normal work week.

The starting times as in Section 13.2 to be determined by the Board and shall not be changed arbitrarily.

Schedules deviating from the normal workday and normal work week may be established by agreement in writing between the Board and the Grievance Committee.

Section 13.4 - Distribution of Overtime and Extra Bus Runs

Overtime work or extra bus runs will be distributed as equally as possible to those employees who have completed their probationary period. Employees may refuse overtime, however, the least senior employee must work the overtime provided he is capable of doing the work.

Section 13.5 - No Offsetting Overtime

An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of offsetting overtime.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 - Licenses - Physical

The Board of Education agrees to pay for Employee's physical examinations and chauffeurs' licenses when required by law or School Board policy, not to exceed \$20.00 per physical examination. In cases where the normal T.B. reaction test does not prove valid, the Board will pay for an X-Ray.

Section 14.2 - Supervisors working.

Foremen or supervisors who are now spending a portion of their time doing bargaining unit work may continue to do so as in the past. It is the understanding between the parties hereto that said work shall not be increased nor shall more members of supervision take part in said work. As the work continues to expand and the foremen and supervisors are required and able to perform more supervisory duties, their bargaining unit work shall be gradually phased out to the bargaining unit employees.

Section 14.3 - Changed School Year or Split Sessions

In the event should the school year become more than 200 days or should the Board schedule split sessions the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement to discuss with the employees the method of assignment of all employees to any changed work assignments.

ARTICLE XIV MISCELLANEOUS (Continued):

Section 14.4 - Phone Calls

Phone calls and messages shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call.

Section 14.5 - Credit Union

On proper authorization from employees who so wish, the Board shall deduct from the employees pay the amount designated to it by the employee and remit the same to proper offices in the credit union.

Section 14.6 - Federal or State Law Change

In the event that any of the provisions of this Agreement shall be, or become, invalid or unenforceable by reason of any federal or state law now existing, or hereafter enacted, such invalidity or unenforceability shall not effect the remainder of the provisions of the Agreement.

Section 14.7 - Agreement Distribution

A suitable number of copies of the agreement will be prepared and distributed to all union members and the Board.

Section 14.8 - Students Working

The present practice of students working in the custodial group may be continued and limited to not more than four (4) students during the school year. Limitation of four (4) students shall not apply during the summer vacation.,

ARTICLE XIV MISCELLANEOUS (Continued):

Section 14.9 - Expense Allowance

Employees required to be out of the School District to perform their work assignment shall be allowed an allowance as follows (receipt is required):

Breakfast	\$1.50
Noon Lunch	2.50
Evening Dinner	3.50

Lodging when required will be paid for on the basis of an itemized invoice or receipt not to exceed \$17.50 per day for lodging.

Section 14.10 - Down Time

Down time will be paid at the rate of \$2.39 per hour.

Section 14.11 - Employee parking

Adequate parking facilities shall be made available for all bargaining unit employees at no cost to the employees.

Section 14.12 - Government Sponsored Employees

The present practice of government sponsored employees working in the custodial classification shall be continued and limited to one (1) employee unless the Schedule A rate is paid said employee and the employee becomes a forty (40) hour per week employee.

Section 14.13 - Transportation Department - Co-Op
Students Working

Co-Op students may be used in the cleaning of school buses and assisting in maintaining the bus garage.

Section 14.14 - Changing Jobs

Upon completion of negotiations, all employees shall continue on the same job and classification until such time as jobs may open and posted in accordance with this agreement.

ARTICLE XIV MISCELLANEOUS (Continued):

Section 14.15 - Custodial Business Days

The Board will continue the present policy as described in the 9/12/73 Information Sheet to the Steelworkers, which allows the Custodial Staff two paid personal business days per year. A personal leave day cannot be used the day before, or the day after, a holiday or vacation period, the first or last day of school term, or the first day of a hunting or fishing season. Personal business days will be taken only after securing the permission of the Superintendent.

ARTICLE XV

HOLIDAYS

Section 15.1 Paid Holiday and Eligibility Rules

The following holidays shall be considered as paid holidays for all employees covered by this agreement.

- a. New Year's Day
- b. Good Friday
- c. Decoration Day
- d. Independence Day
- e. Labor Day
- f. 1st Day of Deer Season
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Day

Exception: (f) 1st Day of Deer Season shall not be considered a paid holiday if it falls on Saturday or Sunday.

If any of the above mentioned holidays are worked, the employee shall be entitled to double time plus any holiday pay he may have qualified for under the provisions of this Agreement. Hourly rated employees shall be paid for the above listed holidays at their normal daily rate, providing they meet all of the eligibility rules below:

1. The employee has seniority on the date of the holiday.
2. The employee worked the last scheduled day preceding and the first scheduled day following such holiday unless he was on an approved sick leave or an approved leave of absence including Workmen's Compensation or Jury Duty.

ARTICLE XVI

BUS DRIVER EDUCATION

Section 16.1: All drivers must attend the school bus drivers' education classes in accordance with the State Law, or as directed by the School Board. When attending classes, employees shall be paid the State's hourly rate for attending classes. Employees who complete the school year shall receive in their last check for the school year, the difference between the State's hourly rate for attending classes and the School Board's hourly rate for attending classes. (The School Board's hourly rate for attending classes is \$2.78)

Section 16.2: Information regarding whether drivers have or have not attended classes will be made available to the Safety Committee.

ARTICLE XVII

SICK LEAVE

Section 17.1: Sick Leave Accumulation

Employees shall accumulate one day's paid sick leave for each month worked up to 80 days for personal illness or other approved reasons. Employees must work not less than one-half (1/2) the month to receive credit for the month. The Board agrees that during the month of July and January they will post the total number of accumulated sick days each bargaining unit employee has to his credit.

Section 17.2: Doctor Report

Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school. The

ARTICLE XVII - SICK LEAVE - Section 17.2 (Continued):

Board shall endorse the report. The school reserves the right to require a certified report by the doctor in attendance.

Section 17.3: Custodian Sickbank

A sick day bank will be established, directed, and administered by a committee of two (2) custodians and the superintendent to cover custodian personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.
2. A maximum number of days to be accumulated in one year within the bank shall be a number equal to three (3) times the number of the fulltime custodians staff.

Section 17.4: Bus Driver Sickbank

A sick day bank will be established, directed, and administered by a committee of two (2) bus drivers and the superintendent to cover bus driver personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.
2. A maximum number of days to be accumulated in one year within the bank shall be a number equal to three times the number of the fulltime bus drivers.

ARTICLE XVIII

LEAVE OF ABSENCE WITHOUT PAY

Section 18.1: Leaves of Absence Generally

An employee prevented from working because of illness or injury shall be granted a sick leave without pay for the period he is unable to work. Leaves of absence without pay for other bona-fide reasons may be granted to employees for periods of not to exceed thirty (30) working days. Extensions may be granted at the discretion of the Board. Such leave shall not involve loss of seniority if it has been approved in advance by the Union Grievance Committee and has the written approval of the Board.

Section 18.2: Military Leaves

Military leaves of absence and the reemployment rights of employees who serve in the armed forces of the United States will be determined on the basis of applicable federal law and valid regulations thereunder.

Section 18.3: GI Education Leaves

Any employee returning from military services in the armed forces of the United States who desires to pursue a course of study in accordance with the federal law granting him such opportunity, before or after returning to his employment within the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union in writing at least once each year of his continued interest to resume active employment upon completing his course of study. During said leave, seniority shall accrue.

Section 18.4: Leaves to Attend Union Conferences and Conventions

Upon advance notice to the Board, leave of absence for a period not to exceed three (3) days will be granted without pay to employees to attend Union conferences and conventions.

ARTICLE XIX
LEAVE WITH PAY

Section 19.1 Funeral, Jury, Witness

Leaves of absence with pay shall be granted for the following:

- a. A maximum of three (3) days for death in the immediate family. Immediate family shall be defined as spouse, father, mother, brother, sister, father-in-law, mother-in-law, children, grandparents, or grandchildren. If needed, additional time may be granted at the discretion of the Superintendent.
- b. One (1) day for the attendance at the funeral services of a brother-in-law, or sister-in-law. Extension may be granted by the Superintendent.
- c. Absence when called for jury service.
- d. Court appearance as a witness in any case connected with the employee's school employment.
- e. Any employee who is off work for any approved reason as stated in c. and d above, and receiving pay or fee may sign over to the school district any money received for the service. The school district, in turn, will then authorize a full day's wages for each full day of service fees received. In no event shall the employee receive both his school pay and the service fee.

ARTICLE XX

LEAVES CHARGEABLE AGAINST SICK LEAVE

Section 20.1: Family Illness

Absence with pay chargeable against sick leave shall be granted for the following reasons:

- (a) A maximum of five (5) days per year for critical illness in the immediate family living in the same household. Proof of critical illness shall be furnished if required by the Board.

ARTICLE XXI

MATERNITY LEAVE

Section 21.1 - A maternity leave will be granted in accordance with federal and state regulations. Employees shall return to work at such time as in the opinion of her doctor she is adequately able to assume her regular duties. A physician's statement shall be required.

ARTICLE XXII

INSURANCE

Section 22.1: Custodial Staff

The Hale Area Schools Board of Education agrees to continue the present Health Insurance Program and Full Contribution as described in their 9/12/73 Information Sheet to the Steelworkers for the Custodial Staff, during the life of this Agreement. The Board agrees to supply the Union with a full disclosure of the types and amounts of insurance as described in their 9/12/73 Information Sheet and to furnish the Union with master copies of all policies.

Section 22.2: Bus Drivers Insurance

Drivers will not be covered by the Insurance Program outlined in Section 22.1, unless they elect to pay the full premium to the School Board. The Board shall allow \$12.00 per month to each regular driver for a ten (10) month period during each school year. Drivers may elect to apply said \$10.00 to the Insurance Program or their regular pay.

Section 22.3: Insurance - Health - Hospital - Term Life

The following language reflects the coverage referred to in Section 22.1 and 22.2:

The Board shall provide without cost to the employee, MESSA's Super Med 2 protection for a full twelve months period for the employee's entire family. (Subject to the proviso regarding full time-part time employees.) Whenever appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. It is to be noted that MESSA's Super Med 2 program includes, automatically, \$5,000 life insurance on the employee (death from any cause,) \$5,000 accidental death on the employee, and a \$5,000 dismemberment schedule on the employee. The Board shall make available to the employees on a payroll deduction basis MESSA option #1 - MESSA Group Supplemental Term Life Insurance.

ARTICLE XXIII

STRIKES AND RESPONSIBILITIES

Section 23.1: During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report to work, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 23.2: If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefor. Violation of this article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to mediation; provided, however, that the question of their participation shall itself be subject to mediation.

Section 23.3: The Board of Education, in the event of the violation of this Article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Notwithstanding the foregoing, nothing contained in this Article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS
EFFECTIVE JULY 1, 1974

<u>CLASSIFICATION</u>	<u>MAXIMUM RATE</u>
Custodial Maintenance	**
Custodial A	3.29
Custodial B	2.67
Custodial (substitute)	2.50

Employees receiving less than the hourly rate set forth in Schedule "A" above shall receive automatic increases as follows:

Starting rate for Custodian "A" \$2.50 first 45 working days then \$3.00 next 45 working days then to the maximum of the lowest rated employee within the classification.

Starting rate for Custodian "B" \$2.25 first 45 working days then \$2.50 next 45 working days then to the maximum of the Custodian "B" classification.

Notwithstanding anything heretofore to the contrary, employees hired before July 1, 1974, and who are receiving less than the maximum rate shall continue to progress to the maximum rate in accordance with the July 1, 1973 schedule "A".

** The Custodial Maintenance rate shall be 25¢ over the regular rate of the man performing the custodial maintenance work.

SCHEDULE "B"

WAGE RATES - MINIMUM HOURS - MILES PER ROUTE, CLASSIFICATIONS
AM-PM AND HOURLY RATE FOR BUS DRIVERS EFFECTIVE AS OF JULY 1, 1974.

<u>CLASSIFICATION</u>	<u>MIN. HOURS PER DAY</u>	<u>MILES PER DAY ROUND TRIP</u>	<u>AM & PM</u>	<u>HOURLY RATE</u>
Vocational Ed.	1	20-35	No	\$4.45
Kindergarten	2	50-57	No	4.45
Short Route	To be neg.	0-20	To be neg.	3.71
Regular Route	3 1/4	21-30	AM & PM	3.71
Long Route	3 1/2	31-40	AM & PM	3.71

All regular bus drivers shall have the opportunity to work 180 days or more per school year. Regular bus drivers are not required to report for work when there is no school due to weather conditions.

All extra trips shall be paid at the rate of \$2.39 per hour and distributed in accordance with Section 13.4.

SCHEDULE "C"

PENSIONS

The Board agrees to make all payments as required to the Michigan Public School Employees Retirement Fund for all bargaining unit employees. Said payments shall be 5% of the employees pay.

JOB DESCRIPTION Hale Area Schools

CLASSIFICATION TITLE: Custodial Maintenance Date _____

Primary Function: Custodian Maintenance employees will sweep, dust, and clean the interior of all buildings possessed by the Hale Area Schools. They will clean windows, scrub, wax, and strip floors. They will care for and keep in good repair all furniture, fixtures, mechanical TOOLS AND EQUIPMENT: equipment, and grounds. They will also be responsible (over)

Brooms, mops, buffers, basic hand tools, powered tools, tractors, trucks, and related equipment

MATERIALS:

SOURCE OF SUPERVISION: Director of Maintenance

DIRECTION EXERCISED:

WORKING PROCEDURE:

APPROVED BY:

Union Representative

Company Representative

The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

for the maintenance and repair of all buildings, grounds, and support equipment, within their capability. Examples of such responsibility would be furnace repair, plumbing, and electrical repairs, structural repairs of a minor nature.

JOB DESCRIPTION Hale Area Schools

CLASSIFICATION TITLE: Custodian "A" Date _____

Primary Function: Custodians will sweep, dust, and clean the interior of all buildings possessed by the Hale Area Schools. They will clean windows, scrub, wax and strip floors. They will care for and keep in good repair all furniture, fixtures, mechanical equipment, and grounds.

TOOLS AND EQUIPMENT: Brooms, mops, buffers, basic hand tools, trucks, tractors and related equipment.

MATERIALS:

SOURCE OF SUPERVISION: Director of Maintenance

DIRECTION EXERCISED:

WORKING PROCEDURE:

APPROVED BY:

Union Representative

Company Representative

The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION Hale Area Schools

CLASSIFICATION TITLE: Custodian "B"

Primary Function: Custodian "B" will sweep, dust, and clean the interior of all buildings possessed by the Hale Area Schools. They will clean windows, they will keep the most hygenic standards possible in rest rooms, kitchens, and eating area.

TOOLS AND EQUIPMENT:
Mops, brooms, and all other related non-powered equipment, except vacuum sweepers.

MATERIALS:

SOURCE OF SUPERVISION: Director of Maintenance

DIRECTION EXERCISED:

WORKING PROCEDURE:

APPROVED BY:

Union Representative

Company Representative

The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION Hale Area Schools

CLASSIFICATION TITLE: Bus Drivers

Primary Function: The bus driver will drive his bus on regular runs and on special runs.

TOOLS AND EQUIPMENT:

MATERIALS:

SOURCE OF SUPERVISION: Director of Transportation

DIRECTION EXERCISED:

WORKING PROCEDURE: Driver to safety check his bus daily.
To check gas supply, water, oil, tires and lights.
To report to Mechanic any necessary repairs the bus may require.
To maintain discipline of passengers on the bus, in accordance with the bus rules and regulations instituted for the students.

The starting time for each run will be set by the Bus Supervisor.



The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

ARTICLE XXIV

TERMINATION

Section 24.1: The terms and conditions of this Agreement shall continue in effect until 12:01 a.m., July 1, 1976, unless either party shall give a written notice to the other at least sixty (60) days prior to July 1, 1976, or July 1 of any year thereafter, of its desire to modify, amend, or terminate this Agreement, the same shall automatically be renewed under the same terms and conditions for a period of one (1) year, and so on from year to year. Notwithstanding anything hereinbefore to the contrary, either party may at least sixty (60) days prior to July 1, 1975, notify the other party in writing that it desires to negotiate with respect to hourly rates of pay (schedules A & B only).

Section 24.2: Any notice to be given under this Agreement shall be given by Certified mail, and if by the Board, be addressed to the United Steelworkers of America, 1104-06 S. Madison Avenue, Bay City, Michigan; and if by the Union, to the Board, at Hale, Michigan. Either party may by like written notice, change the address to which Certified mail notice to it shall be given.

ARTICLE XXIV TERMINATION (Continued):

Section 24.3: IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their proper officers, duly authorized, as of the day and date first written above, except that the hourly rate as specified in Schedule A & B, and the Bus Driver Insurance as described in Section 22.2, shall be effective retroactive to July 1, 1974.

HALE AREA BOARD OF EDUCATION

David E. Bernard

David E. Bernard, President

Audrey Kocher

Audrey Kocher, Secretary

UNITED STEELWORKERS OF AMERICA
(AFL-CIO-CLC)

I. W. Abel

I. W. Abel, Int'l President

John S. Johns

John S. Johns, Int'l Vice President

Walter J. Burke

Walter J. Burke, Int'l Sec-Treas.

Charles G. Younglove

Charles G. Younglove, District 29
Director

Don E. Taft

Don E. Taft, Staff Representative

Duane Caverly

Local Union - Duane Caverly

Larry J. Bleeda

Local Union - Larry J. Bleeda

Larry J. Bleeda

Local Union