

1971

Hazel Park

CUSTODIAL AND MAINTENANCE EMPLOYEES

CONTRACT

1968-1971

Between the:

HAZEL PARK BOARD OF EDUCATION  
23136 Hughes  
Hazel Park, Michigan 48030

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n  
d

THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
UNION - LOCAL 271 AFL - CIO

September 18, 1968

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Michigan State University

CUSTODIAL AND MAINTENANCE AGREEMENT

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## CONTRACT

Between Hazel Park Board of Education and the American Federation of State, County and Municipal Employees Union Local 271 (AFL-CIO), acting through its agent, Metropolitan Council #23, of the American Federation of State, County and Municipal Employees Union (AFL-CIO).

### PREAMBLE

It is desired that all employees be of fit character and exemplary behavior. The conduct of each employee should be such that at no time may his or her action, speech, or manner in which their duties are performed, result in any unfavorable comment.

### PARTIES TO AGREEMENT

This Agreement made and entered into by and between the Hazel Park Board of Education, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees AFL-CIO, Local 271 acting through its agent, Council #23 of the American Federation of State, County and Municipal Employees, hereinafter called the Union.

WHEREAS, the parties hereto have operated under an Agreement entered into July, 1966 and now desire to sign a contract.

WHEREAS, the parties hereto have negotiated certain changes in said Agreement which they agree to as a result of collective bargaining, and

WHEREAS, it is the desire of the parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Board of Education and the Union which will serve the best interest of all concerned, and

PARTIES TO THE AGREEMENT (Contd)

WHEREAS, the Hazel Park Board of Education authorities recognize that those employed must have wholesome working conditions, and that in arriving at the standard to be set for this purpose, they should have a voice through worthy and responsible representatives of their own choosing.

ARTICLE I - RECOGNITION

Section 1. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and 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 School Board included in the Bargaining Unit described below:

All non-instructional employees, excluding teaching aides, crossing guards, supervisors, and other managerial personnel, secretaries and office clerical employees.

Section 2.

The Board of Education recognizes and will not interfere or restrain, or coerce employees in their right to self-organization, to form, join or assist labor organizations, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and the Employer will not permit any other group or union to solicit membership or collect dues on the Employer's time.

## ARTICLE I - RECOGNITION (Contd)

### Section 3.

The Employer recognizes the established contractual rights, responsibilities, and value of the Union and has no objections to its employees becoming members of the Union. The Employer specifically will not tolerate on the part of its representatives any discrimination or activity whatsoever against the Union and will discipline any employee who on the Employer's time carries on anti-union activity or who seeks directly or indirectly to interfere with the status, membership, or responsibilities of the Union.

### Section 4.

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees now on the payroll and all employees who may be placed on the payroll in the future for the duration of this contract. The term "employees" shall include all non-teaching employees, except classroom aides, crossing guards, directors, supervisors, managerial, secretarial and clerical employees.

## ARTICLE II - BARGAINING AND GRIEVANCE COMMITTEE

### Section 1.

The Union shall designate a committee of six (6) employees to be known as the Bargaining and Grievance Committee who shall represent the Union in negotiating with the representatives of the Employer who shall be regularly informed of committee personnel.

### Section 2.

Any member of the grievance committee attending a meeting at the request of the Employer for the purpose of presenting a legitimate grievance, shall be

ARTICLE II - BARGAINING AND GRIEVANCE COMMITTEE (Contd)

paid at his or her regular hourly rate for all time spent in such meetings, during the time of his or her normal working hours only.

ARTICLE III - UNION SECURITY CLAUSE

Section 1.

Each employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union sixty days (60) after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within sixty (60) days after receipt of written notice to the Employer from the Union.

Section 2.

Exception to the above condition, however, shall recognize that any employee may exercise their choice of the following alternate condition. In lieu of union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.

Section 3.

The Employer will deduct from the pay of each employee covered by this Agreement, all Union dues or service charges and initiation fees. All deductions shall be made during the first pay period of each calendar month. All sums

ARTICLE III - UNION SECURITY CLAUSE (Contd)

deducted shall be remitted to the financial secretary of the Union each month in which such deductions are made.

Section 4.

Local and/or Council Representatives of the AFSC&ME, AFL-CIO shall have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems with which they are concerned.

Section 5.

Any delegate elected by the Union to represent such Union at International, State or District meetings, which required his absence from duty, shall be granted the necessary time off to attend such meetings without loss of pay, without discrimination and without loss of seniority rights or any other rights granted by the employer.

ARTICLE IV - RIGHTS OF THE EMPLOYER

Section 1.

It is recognized that the operation of the School District, the control of its operations, buildings, etc., the maintenance of order and efficiency is solely a responsibility of the Employer.

Section 2.

It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right of hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Employer, subject to only the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.



## ARTICLE IV - RIGHTS OF THE EMPLOYER (Contd)

### Section 3.

It is agreed that the Board of Education shall have a free hand in the operation of the school system and shall have the right to discharge for just cause any and all persons employed by it.

It is further agreed by the Administration and the Union, that nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer.

## ARTICLE V - JOINT RESPONSIBILITIES

### Section 1.

This Agreement shall be construed as requiring the Employer and the Union to follow the provisions of the Agreement in the exercise of the authority conferred upon the Employer by law, Public Employee Act 379 passed in State of Michigan 1965.

### Section 2.

The Board, Administration or Management shall not enter into any agreement with the employees coming under the jurisdiction of the agreement either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

## ARTICLE VI - LAYOFF PROCEDURE

### Section 1.

(B) District-wide seniority shall be the determining factor if there is the necessity of a reduction in the number of employees. Employees shall be recalled for work in accordance with seniority standing. If and when a reduction of forces is deemed necessary, the Employer shall notify the President of the Union seven (7) days in advance of such lay-offs before they are made effective. An employee's seniority begins on his date of hire by the Board.

## ARTICLE VI - LAYOFF PROCEDURE (Contd)

### Section 1. (C)

Employee's seniority by established cafeteria classifications shall be the determining factor, if there is the necessity for a reduction in the number of employees. Employees shall be recalled for work in accordance with such seniority standings. If and when a reduction of forces is deemed necessary, the Employer shall notify the President of the Union seven (7) days in advance of any such lay-offs being made effective. An employee's seniority begins on the date of hire by the Cafeteria Manager.

### Section 2.

An up-to-date seniority list shall be maintained by the Employer. A copy of the seniority list shall be furnished the Bargaining Committee of the Union.

## ARTICLE VII - RECALL PROCEDURE

Employees shall be recalled from layoff according to their aforementioned seniority status and no new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

## ARTICLE VIII - LEAVE OF ABSENCE

### Section 1.

Employees may be granted a leave of absence up to one year with good cause with the consent of the Employer and the Bargaining Committee without prejudice to seniority and under such conditions as may be deemed equitable. The Bargaining Committee shall be notified promptly of a request for leave of absence and such notice shall be given by the Employer. Valid violation of the intent of the condition of the leave shall be considered grounds for immediate dismissal.

## ARTICLE IX - INSURANCE

### Section 1. Hospitalization

Each regular employee shall be provided Blue Cross and Blue Shield coverage under the family plan as provided by the Michigan Hospital and Michigan Medical Services, known as the MVF Plan which includes the D & M Rider or equal; with all costs for this coverage to be paid by the Employer.

### Section 2. Workmen's Compensation

In the event of injury arising out of the course of employment and resulting in a Workman's Compensation Claim, the employee shall not be charged with sick leave. This provision assumes the following associated conditions:

1. That the employee immediately report his injury to supervision for reference and direction.
2. That all loss of pay benefits received by the employee from Workman's Compensation Insurance shall be assigned back to the School District to offset sick leave costs.
3. That sick leave pay shall continue for a maximum of ninety (90) days. Beyond this period, all benefits from Workman's Compensation will be retained by the employee.
4. That it shall at all times be the prerogative of the School District to utilize their doctor to evaluate the physical condition of any injured employee.
5. Any employee receiving an injury on the job, requiring him to go home, shall receive pay for a full day's work at the regular rate, and if they are required to report back to the doctor, he or she shall be paid time lost during normal work hours.

ARTICLE IX - INSURANCE (Contd)

Section 3. Life and Accident Insurance - Group Life Insurance and Accidental

Death - Dismemberment

1968 - 70     \$5,000.00 Life Insurance  
                  \$5,000.00 Accidental Death & Dismemberment  
                  Total and Permanent Disability Conversion Privilege

1970 - 71     \$7,500.00 Life Insurance  
                  \$7,500.00 Accidental Death and Dismemberment  
                  Total and Permanent Disability Conversion Privilege.

ARTICLE X - VACATIONS

Regularly employed personnel who have completed the following periods of continuous service by June 30th of the preceding school year shall be entitled to vacations as follows:

<u>Year</u>	<u>Two Weeks Vacation</u>	<u>Three Weeks Vacation</u>	<u>Four Weeks Vacation</u>
1968-69	1 year but less than 7 years of service	7 years but less than 20 years of service	20 years or more of service
1969-70	1 year but less than 6 years of service	6 years but less than 18 years of service	18 years or more of service
1970-71	1 year but less than 5 years of service	5 years but less than 15 years of service	15 years or more of service

Regularly employed personnel who will have completed less than one (1) year of continuous service by June 30th of the preceding school year shall accumulate vacation credit in the preceding school year to be taken during the following school year as follows:     Period worked - 26 days     Vacation Earned - 1 day.

Thereafter one (1) day for each subsequent twenty-six (26) days or major fraction thereof.

ARTICLE X - VACATIONS (Contd)

All benefits accrued under these conditions shall be awarded and distributed on a prorata basis for less than full-time employment.

(C) Employees having one year service shall receive one week paid vacation time. Employees having two years service shall receive two weeks paid vacation time in the following manner:

During the weeks of Christmas and Easter when there is no school eligible cafeteria employees will be paid for these weeks as vacation weeks.

ARTICLE XI - WORKING DAYS, HOURS, YEARS, AND OVERTIME

Section 1. (B)

The standard work day shall be no more than eight (8) hours for male employees and not more than seven (7) hours for female employees.

Section 2.

The standard work week shall not be more than five (5) days beginning on Monday and ending on Friday, except as provided in Section five (5) below.

Section 3.

Employees shall be paid time and a half for all work in excess of eight (8) hours in any one day.

Section 4.

The lunch period each work day will be one half (1/2) hour for all full time employees.

ARTICLE XI - WORKING DAYS, HOURS, YEARS AND OVERTIME (Contd)

Section 5. (B)

The work day will start at 7:00 A. M. and end at 3:30 P. M. Monday through Friday; the afternoon shift will start at 3:30 P. M. and work to 11:30 P. M. At the Junior and Senior High Schools the afternoon shift will work from 4:00 P. M. to 12:00 midnight and the midnight shift will work from 11:00 P. M. to 7:00 A. M.

If for some legitimate reason the employee is unable to report for work at the established time set forth by the district for his particular shift to begin, the supervisor in charge should be notified at least fifteen (15) minutes before starting time.

Section 6.

During summer months when school is not in session all afternoon and midnight employees will work day schedules.

Section 7.

Overtime shall be divided as evenly as possible within each building. Departmental or classification overtime shall be equally divided by seniority when possible. Each sixty (60) day period the management shall submit an itemized overtime list setting forth clearly all overtime paid during the immediate reporting period as well as accumulated overtime to date. Reports shall originate and terminate annually.

When there is a need for work to be finished up in any one building, beyond the regular eight (8) hour day, then the employees in the immediate school building shall divide the overtime with the approval of the appropriate directors and/or the Deputy Superintendent of Schools. All work to be done after the regular eight (8) hour work day shall be considered as overtime, and the employees shall receive time and one-half on their wages, this will include all work performed on Saturdays, Sundays or holidays.

ARTICLE XI - YEARS, DAYS, HOURS, OVERTIME (CONTD)

Section 8.

When employees are assigned out of their classification for four (4) hours or more in any one day they shall receive pay at the higher classification rate.

Section 9.

Exceptions to the above conditions shall be mutually agreed upon by the Employer and the Union.

Section 10.

(B) The term "Year" as applied to salary schedules shall consist of fifty-two (52) weeks, the total salary paid to an employee for a fiscal year. July 1st through June 30th shall be based on the total number of days in said fiscal year payable at the daily rate of the annual salary for fifty-two (52) weeks per year.

ARTICLE XII - HOLIDAYS

Section 1. (B)

Employees shall receive the following paid holidays, when such holidays occur during periods of current employment.

New Year's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	December 24th
July 4th	Christmas Day
Labor Day	1/2 day on December 31st.

Beginning during the school year of 1969-70, a full day will be allowed on December 31st.

For these days employees will be paid at their regular rate and hours of pay.

ARTICLE XII - HOLIDAYS (Contd)

Section 2. (C)

Employees shall receive the following paid holidays, when such holidays occur during periods of current employment.

New Year's Day	Friday after Thanksgiving
Good Friday	December 24th
Memorial Day	Christmas Day
Labor Day	1/2 Day December 31st
Thanksgiving Day	

Beginning during the school year of 1969-70, a full day will be allowed on December 31st.

For these days employees will be paid at their regular rate and hours of pay.

Section 3.

In order to qualify for a holiday with pay an employee must be on duty immediately before and after the holiday. Authorized absence with pay will be considered as being on duty.

ARTICLE XIII - SICK LEAVE

Section 1.

All personnel will earn at the rate of one (1) day of sick leave per month of employment to be used without loss of pay for any of the following reasons: Personal illness, quarantine, immediate family illness, tragedy or death, or pressing personal business.

- a. Not more than five (5) days of the total number of days allowed may be used each year for serious illness, tragedy or death of a relative, or religious holidays.



ARTICLE XIII - SICK LEAVE (Contd)

- b. Not more than two (2) days of the total number may be used for personal business, such leave to be granted upon written application by the employee before the absence, if possible. In the event of an emergency, personal business days may be approved after the absence of employee.

Section 2. Option (1)

At the end of each year the unused portion of the sick leave days shall become accumulative and shall add without limitation to any such previous accumulation.

Option (2).

That each person may elect to either receive pay for one-half of the unused days earned during the current school year, or in instances of request for pay for one-half of the unused days, the balance or the other half of current unused days shall be added to the individual's sick bank. Provisions here shall relate equally to half-day units.

That cash settlement for unused sick days shall be in the amount of fifteen (15) dollars per day.

That one-half of the total days shall result in a maximum of six (6) days pay in a given year.

Religious holidays shall be approved in advance by the Deputy Superintendent and shall be treated as a deduction from sick leave.

ARTICLE XIV - RETIREMENT-SICK LEAVE PAY BENEFITS

(B) Upon retirement, compulsory at the age of sixty-five (65) employees shall be paid for unused sick leave days accumulated but not to exceed a maximum of thirty (30) paid days, such payment to be made at time of death or retirement.

ARTICLE XIV - RETIREMENT - SICK LEAVE PAY BENEFITS (Contd)

1969-70. The maximum of thirty (30) paid sick leave days shall be altered to a maximum of forty-five (45) paid days.

A further condition calling for a minimum retirement pay benefit in the amount of Five Hundred Dollars (\$500.00) shall also apply. Guaranteed benefits shall however be subject to prior review and approval by a Joint Review Committee composed of two (2) employee members and two (2) employer representatives.

1970-71. The maximum of forty-five (45) paid sick leave days shall be altered to a maximum of fifty (50) paid days.

The guarantee amount of Five Hundred Dollars (\$500.00) shall be altered to the dollar amount of One Thousand Dollars (\$1000.00).

ARTICLE XV - TRANSFERS

Transfers and changes of assignments will be whenever possible on a voluntary basis. In making involuntary transfers the convenience and wishes of the individual will be honored to the extent that such considerations do not conflict with the operational requirements and best interests of the district. Employees being involuntarily transferred will be assigned only to a position paying at least the same compensation.

If and when an employee is transferred for an extended period of time, the President of the Local shall be notified of said transfer by the Employer. Said notice shall include a statement of basic reasoning and/or determination.

ARTICLE XVI - USE OF BUILDINGS

Section 1.

There will be a custodian or a maintenance employee called in whenever a building is to be used on Saturday, Sunday or any day beyond the regular working schedule. Schedules are to be arranged so that a custodian or custodians will be

## ARTICLE XVI - USE OF BUILDINGS (Contd)

### Section 1. (contd)

in attendance at all times when buildings are being used by outside groups (except small planning or executive groups may meet without a custodian if a member of the Administration is present). In case of an emergency meeting, the building custodian should be notified as soon as possible.

On any occasion that an employee is required to return to a building or to an assignment as set forth above, overtime pay shall be a minimum of two (2) hours.

### Section 2.

There shall be a bulletin board placed in a conspicuous place for the use of the Union in each school.

### Section 3.

The principal shall have administrative charge of the building during the time school is in session and there shall be mutual cooperation between the custodial staff and the Principal. At all times, the custodial, maintenance, and cafeteria personnel shall be directly responsible to the supervisors, directors, and related district administrators.

## ARTICLE XVII - SPECIAL MEETINGS

Special meetings to discuss important matters will be arranged between the Local President and the Employer or their designated representatives upon the request of either party. Such meetings shall be between at least two representatives of each the Union and the Employer. Arrangements for such special meetings 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 meeting is requested. Matters to be taken up in

ARTICLE XVII - SPECIAL MEETINGS (Contd)

special meetings shall be confined to those included on the agenda. Such meetings may be attended by a representative of the Council or a representative of the International Union.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor and his committeeman. The supervisor shall attempt to adjust the matter and shall respond to the steward or employee within three (3) working days. If the grievance has not been settled within three (3) working days it shall be taken to the next step.

Step 2. The President shall arrange a meeting within seven (7) working days between all parties involved: the Deputy Superintendent of Schools, the Employee involved, the Committeeman and Local Union President. This committee will attempt to reach a satisfactory solution. If no agreement is reached by the parties involved within seven (7) working days, it shall be processed to the next step of the grievance procedure.

Step 3. In no agreement has been reached with the Deputy Superintendent, the matter shall within seven (7) days be referred to the Superintendent of Schools, who shall have seven (7) days after notice of said grievance to reach a solution or agreement with the Union.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE (Contd)

Step 4. If said grievance is not settled at either the second or third step, it shall be submitted within seven (7) days to the Board of Education who will attempt to reach agreement with the Union within 30 days.

If the decision of the School Board is unsatisfactory to the Union, the grievance shall be handled as provided in Step 5 within seven (7) working days.

Step 5. Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days.

If the parties fail to select an arbitrator out of mutual agreement, the following procedure shall be followed:

Selection of five (5) qualified members of the American Arbitration Association shall be submitted to each party for approval. Both the Employer and the Union shall have right to strike two (2) names from the panel. Each shall strike a name until only one (1) remains. The one remaining shall be the arbitrator.

All decisions of the arbitrator shall be final and binding on both parties. Any award by the arbitrator shall be bound by the specific content and conditions agreed upon in the contract. Such award shall therefore not add to nor subtract from the conditions of this Agreement. The expenses for the arbitrator's service and the proceedings shall be borne equally by the employer and the union.

## ARTICLE XIX - DISCIPLINE AND DISCHARGE

### Section 1.

An employee shall be removed from the payroll and seniority list when he or she:

- a. Quits
- b. Is absent for three (3) consecutive working days without notifying the Employer of such absence, unless failure to do so is due to circumstances beyond his control.
- c. Is discharged for just cause and not reversed through the grievance procedure.
- d. Fails to return to work within three (3) days after a registered letter, return receipt requested, is dispatched (based upon his seniority) by the Employer unless the said employee presents reasonable cause (sustained by facts) for his failure to return to work.

### Section 2. Discharge or Discipline

- a. The Employer agrees, that upon the discharge or discipline of an employee, to promptly notify in writing the President of the Union.
- b. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the President of the Union and the Employer will select 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 President of the Union.

ARTICLE XIX - DISCIPLINE AND DISCHARGE (Contd)

- c. Should the discharged or disciplined employee or the President consider the discharge to be improper, a complaint shall be presented in writing through the President to the Employer within two (2) regularly scheduled working days, after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.
- d. Any basis for pending disciplinary action by the Employer shall not take into account any prior infractions which occurred more than two (2) years previously. Exceptions to these conditions can be mutually agreed upon.

ARTICLE XX - UPGRADING

Section 1. Promotions

- (B) Promotions shall be awarded on the combined basis of seniority, demonstrated ability to perform the task, meritorious service and the length of continuous related service.
- (C) Promotions shall be determined by the Cafeteria Manager who will give due consideration to such matters as demonstrated ability to perform the task, meritorious service, and length of continuous related service experiences.

Section 2. Job Openings

When a new job classification is created or a vacancy occurs, the Administration shall have five (5) working days to post notice of such opening to be filled within five (5) working days after the posting of such notice. Notice detail should

ARTICLE XX - UPGRADING (Contd)

Section 2. (contd)

include such information as required qualifications for the job, basic duties, rate of pay for the job, etc. Any bid made after the expiration date stated on the posting shall not be considered in filling of the job. Bids will be accepted from any qualified employee within the bargaining unit throughout the school district.

Procedural deviation from the above schedule shall require immediate notice and reason for such exception to be forwarded to the President of the Union.

Section 3.

When any employee has been awarded a bid position, he must remain on that job for a period of six months and can not bid on any other openings except if a higher position should arise.

ARTICLE XXI - IN-SERVICE TRAINING

A program shall be originated to encourage employees to periodically attend local, state and other in-service training sessions. While in attendance, employees will receive their regular rate of pay. Sessions conducted where overnight accommodations are necessary will be paid for by the Hazel Park Board of Education including housing, meals, and transportation.

ARTICLE XXII - DISCRIMINATION CLAUSE

The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, ancestry or numerical restriction of total membership, unless based upon a bonafide occupational qualification, and the Union shall grant to all members equal voting rights.



## ARTICLE XXIII - MISCELLANEOUS PROVISIONS

### Section 1. Leaving Building During Working Hours

No employee is to leave the building to which he or she is assigned, except with the permission of the Principal during school hours and at all other times with the permission of the Directors or the immediate Supervisor, the Deputy Superintendent or the Superintendent of Schools.

### Section 2. Temporary and Part-time Employees

It shall be understood between the Union and Management that part-time and temporary employees shall not work to exceed 20 hours in any calendar month. This is not to be construed to stop the employment of subs when necessary to help fill in the work force whenever regular employees are out due to illness or vacations.

### Section 3. New Rules

Before the Employer puts new rules into effect that alter or modify specific conditions of this Agreement, they shall be mutually agreed upon between the Union and the Employer. They shall then be attached as an appendix to this Agreement.

### Section 4. Strikes and Lock-Outs

Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in, or slowdown, at any building or property of the school district, or any curtailment of work or restriction of production or interference with the operations of schools during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the district for the continuance or renewal of this Agreement. In the event of work stoppage, or other curtailment of production, the district shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS (Contd)

Section 5. Armed Services

The Employer agrees that the same right to re-employment which the law affords to selective service employees inducted into the armed service of the nation, shall accrue to employees voluntarily enlisting in such armed forces, providing each such employee notifies the employer of such enlistment when leaving his employ. The Employer shall give to each such employee in case, the equivalent of 1/2 of accumulated sick leave.

Section 6. Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

Section 7. Jury Duty

Employees called to jury duty shall receive the difference between the jury pay and their regular wages during time they are serving on a jury.

Section 8. Supervision

Supervisory personnel shall not perform duties that do not pertain to their position or status, except for emergency conditions. In such instances of repeated need or circumstances, proper assignment shall be made to an employee from within the bargaining unit.

Section 9. Uniforms

1968-69: The Board of Education shall provide all personnel with two (2) sets of uniforms.

1969-70: Uniform replacement units shall be distributed on the basis of evidenced physical need. Such needs shall be based upon usage conditioned upon actual employment wear and tear depletion only.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS (Contd)

Section 9. Uniforms (contd)

1970-71: Based upon economic as well as functional needs reflected in the two previous year's experience, the Board of Education will distribute uniforms on the most practical basis deemed possible.

ARTICLE XXIV - BUS DRIVING OPERATIONS

Trip Cancellations

Section 1. Two (2) Hours Beyond Working Day

Pay shall be a minimum of two (2) hours.

Section 2. Less Than Two (2) Hours from Close of Working Day

Pay shall be based upon the following schedule of full fifteen (15) minute blocks of time:

0 to 15 minutes	-	No Pay
15 to 30 minutes	-	Double Time
30 to 45 minutes	-	Double Time
45 to 1 hour	-	Double Time
1 hour maximum	-	Double Time.

## COST OF LIVING

The employees under this Agreement shall receive a semi-annual cost of living allowance as set forth below:

- a. The cost of living allowance shall be added to each employees straight time hourly earnings and will be adjusted each subsequent six (6) months in line with the cost of living allowance determined in accordance with changes in the official Consumers Price Index for urban wage earners and clerical workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1957-1959-100) and hereinafter referred to as the B. L. S. Consumer Price Index.
- b. Effective with the first pay period beginning on July 1, 1969 and each six (6) months thereafter during the period of the Agreement, adjustments in cost of living shall be made at the following times:

First pay period beginning on or after July 1, 1969 and at six (6) month intervals thereafter during this Agreement.

Based upon - B. L. S. Consumer Price Index as of January 1, 1969 and at six (6) month intervals thereafter.

The first cost of living adjustment shall be based upon the change in the Index from January 1, 1969 to the applicable Index issued for the July 1, 1969 adjustment.

- c. In no event will a decline in the B. L. S. Consumer Index, below January 1, 1969 Index provide the basis for a reduction in the wage rate.

COST OF LIVING (Contd)

- d. The amount of the cost of living allowance shall be in accordance with an Index table to be agreed to by and between parties hereto as established on receipt of January 1, 1969 Index. There shall be a one (1) cent per hour adjustment for each four tenths (0.4) change in the Index.
- e. The amount of any cost of living allowance in effect at the time shall be included in computing overtime premium, vacation payment, holiday payments and call-in pay.
- f. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above. Any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
- g. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the B. L. S. Consumer Price Index for any base month.
- h. The parties to this Agreement acknowledge that the continuance of the cost of living allowance is dependent upon the availability of the monthly B. L. S. Consumer Price Index in its present form and calculated on the same basis as the Index for January 1, 1969 unless otherwise agreed to by the parties. If the Bureau of Labor Statistics changes the form or the basis for calculating the B. L. S. Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumer Price Index in its present form calculated on the same basis as the Index for January 1, 1969.

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK  
 1968 - 71  
 Salary Schedule for Cafeteria Employees

JOB CLASSIFICATION	<u>Annual Increments</u>		
	<u>Base Per Hr.</u>	<u>1st Step Per Hr.</u>	<u>2nd Step Per Hr.</u>
Cook - Managers	2.32	2.40	2.57
Cook - Helper	1.77	2.00	2.22
Baker	1.77	2.00	2.22
Bakers' Helper	1.77	1.95	2.12
Utility	1.77	1.92	2.07
Substitute			
(Base)	1.62		
(Special)			1.87

NOTE: Effective 7-1-69 increase hourly rates by 18 cents  
 Effective 7-1-70 increase hourly rates by 16 cents.

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

SALARY SCHEDULE FOR MAINTENANCE AND CUSTODIAL EMPLOYEES  
1968 - 1971

		<u>Base</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>
Senior Head Engineer	Annual	\$6,905.60	\$7,113.60	\$7,425.60	One Year to Top
2080 hrs. per year	Per Hr.	3.32	3.42	3.57	
	Bi-Wkly	265.60	273.60	285.60	
Skilled Maintenance	Annual	\$6,905.60	\$7,113.60	\$7,425.60	One Year to Top
2080 hrs. per year	Per Hr.	3.32	3.42	3.57	
	Bi-Wkly	265.60	273.60	285.60	
Semi-Skilled	Annual	\$6,531.20	\$6,801.60	\$7,072.00	\$7,342.40
2080 hrs. per year	Per Hr.	3.14	3.27	3.40	
	Bi-Wkly	251.20	261.60	272.00	
Jr. Head Engineer	Annual	\$6,364.80	\$6,635.20	\$6,905.60	\$7,176.00
2080 hrs. per year	Per Hr.	3.06	3.19	3.32	
	Bi-Wkly	244.80	255.20	265.60	
Head Custodian	Annual	\$6,156.80	\$6,427.20	\$6,697.60	\$6,968.00
2080 hrs. per year	Per Hr.	2.96	3.09	3.22	
	Bi-Wkly	236.80	247.20	257.60	
Maintenance	Annual	\$6,052.80	\$6,323.20	\$6,593.60	\$6,864.00
2080 hrs. per year	Per Hr.	2.91	3.04	3.17	
5¢ pr. hr. afternoons 10¢ pr. hr. midnights	Bi-Wkly	232.80	243.20	253.60	
Engineer	Annual	\$6,052.80	\$6,323.20	\$6,593.60	\$6,864.00
2080 hrs. per year	Per Hr.	2.91	3.04	3.17	
5¢ pr. hr. afternoons 10¢ pr. hr. midnights	Bi-Wkly	232.80	243.20	253.60	
Truck Driver	Annual	\$6,052.80	\$6,323.20	\$6,593.60	\$6,864.00
2080 hrs. per year	Per Hr.	2.91	3.04	3.17	
	Bi-Wkly	232.80	243.20	253.60	
Assistant Custodian	Annual	\$5,803.20	\$6,073.60	\$6,344.00	\$6,614.40
2080 hrs. per year	Per Hr.	2.79	2.92	3.05	
5¢ pr. hr. afternoons	Bi-Wkly	223.20	233.60	244.00	
Unskilled Labor	Annual	\$5,408.00	\$5,678.40	\$5,948.80	\$6,219.20
2080 hrs. per year	Per Hr.	2.60	2.73	2.86	
5¢ pr. hr. afternoons 10¢ pr. hr. midnights	Bi-Wkly	208.00	218.40	228.80	
Matron	Annual	\$4,823.00	\$5,059.60	\$5,296.20	\$5,532.80
1820 hrs. per year	Per Hr.	2.65	2.78	2.91	
5¢ pr. hr. afternoons 10¢ pr. hr. midnights	Bi-Wkly	185.50	194.60	203.70	
Laundry Attendant	Annual	\$4,638.40	\$4,908.80	\$5,179.20	\$5,449.60
2080 hrs. per year	Per Hr.	2.23	2.36	2.49	
	Bi-Wkly	178.40	188.80	199.20	

Note:

Effective 7-1-69 increase  
hourly rates by 18 cents  
Effective 7-1-70 increase all  
hourly rates by an additional 16 cents

Also effective 1970 - This schedule shall be modified to eliminate all but a single step schedule which shall represent the adjusted third step rates for the year 1970-71.

TERMINATION, RENEWAL AND MODIFICATION

A. This contract shall take effect as of \_\_\_\_\_ and shall remain in force and effect until \_\_\_\_\_. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new contract.

B. Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining for the purpose of arriving at a just settlement of all issues by \_\_\_\_\_. Notice must be by registered mail with return receipt requested.

C. In the event that any provisions of this contract become impractical in their application, both parties hereto agree to reopen the question for further negotiations and any revisions arrived at by mutual agreement shall automatically become a part of this contract.

IN WITNESS WHEREOF: The parties have hereto set their hands and seals this day and year first above written:

Executed at \_\_\_\_\_, County of \_\_\_\_\_

State of \_\_\_\_\_, Day of \_\_\_\_\_, 19\_\_\_\_

HAZEL PARK BOARD OF EDUCATION

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
A. F. L. -C. I. O. LOCAL 271

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CUSTODIAL AND MAINTENANCE EMPLOYEES CONTRACT

ADDENDUM #1 - Hazel Park, December 19, 1968.

SUBJECT: WORKING PROPOSAL FOR BUS DRIVERS

1. All bus drivers employed by the Board of Education and working a regular schedule of employment shall be paid a minimum of twenty (20) hours per week and shall be entitled to other contractual benefits on a prorata basis.
2. Regular rate of pay shall be paid up to forty (40) hours per week. All time over forty (40) hours shall be paid at time and one-half. Saturday, Sunday, and Holiday Trips are to be paid at time and one-half.
3. Field trips are to be assigned weekly. All trips should be assigned as equally as possible to fit into the drivers' schedules.
4. The cost of the following expenses will be paid for by the Board of Education:
  - Chauffeur's Licenses
  - Approved Educational Classes (County)
  - Expenses incurred during out-of-town, all-day trips
  - Compulsory, Annual, Medical Examinations
  - Uniforms, One (1) set annually which includes a jacket and slacks.
5. In general practice, qualified drivers who have completed twelve (12) hours of Michigan School Bus Drivers Education will drive any extra field trips. A new driver will have to have a minimum of three (3) hours of such driver education before driving any field trips.
6. Paid Holidays will be the same as for other employees (July 4th, if it falls within the working schedule.)
7. Earned vacations will be as follows: Pro-rated to number of hours worked during previous school year -
  - After 1 year of service - 2 weeks
  - After 8 years of service - 3 weeks
  - After 20 years of service - 4 weeks.