

6/30/90

CUSTODIAL AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF

SAULT STE. MARIE AREA PUBLIC SCHOOLS

AND

BARGAINING UNIT

OF

UNITED STEEL WORKERS

OF

AMERICA AFL-CIO

Sault Ste. Marie Area Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

July 1, 1986 to June 30, 1990

TABLE OF CONTENTS

ARTICLE I

Recognition 1

ARTICLE II

Representation and Grievance Procedure. 2

ARTICLE III

Discharge and Suspension. 5

ARTICLE IV

Seniority and Promotions. 5

ARTICLE V

Wages, Hours, and Working Conditions. 8

ARTICLE VI

Vacation, Sick Leave and Other Leave. 11

ARTICLE VII

Insurance 17

ARTICLE VIII

Miscellaneous 18

ARTICLE IX

Tenure. 20

APPENDIX "A" - Cost of Living Allowance

APPENDIX "B" - Cost of Living Schedule

APPENDIX "C" - Salary Schedule

APPENDIX "D" - School Calendar

SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN

CUSTODIAL AGREEMENT

July 1, 1986 to June 30, 1990

THIS AGREEMENT, effective July 1, 1986, by and between the Board of Education, Sault Ste. Marie, Michigan, hereinafter called the "EMPLOYER", party of the first part, and the UNITED STEEL WORKERS OF AMERICA, AFL-CIO, hereinafter called the "UNION", party of the second part. WITNESSETH: WHEREAS, the parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows.

ARTICLE I

RECOGNITION

SECTION 1. Recognition. The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of Pay, Wages, Hours of Employment, and other Conditions of Employment for the employees of the Employer as defined in this paragraph. The term Employees, as used in this Agreement, shall mean all Custodians I and II, Maintenance Personnel, School Lunch and Sugar Island Bus Driver, Special Education Drivers, and Activity Bus Driver, with the exception of Supervisors.

SECTION 2. Rights of Employees. The Employer recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Union and will not discriminate against employees on account of Union membership or activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his right to work because of his refusal to participate in Union membership or activity. However, the

Employer and Union agree to an agency shop provision whereby all employees presently in the bargaining unit and all new employees upon completion of probation will be required as a condition of employment to remit to the Union monthly the amount of the regular monthly dues and initiation fee.

An employee shall be able to attend union meetings and functions (one per month) provided that prior notice (24 hours) be given the supervisor. It is understood that the employee must make up said time. It is also understood that said request may be denied in emergency situations.

SECTION 3. Union Dues. Where so authorized and directed by an employee in writing on a mutually agreed upon form, the Employer will deduct on the first payday of each month, the sum of the employee's dues, initiation fees and legal assessments, if any, and remit the same to the United Steel Workers of America, AFL-CIO, Pittsburgh, Pennsylvania. The check shall be accompanied by a list of names showing dues, etc., deducted or the reason for no deduction, and a copy of said list shall be sent to the International Treasurer at the address which he authorizes for this purpose. A copy shall also be sent to the Financial Secretary of the Local Union.

ARTICLE II

REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1. Greivance.

- a. A grievance is a written complaint upon an event or condition which is allegedly in violation of this agreement.
- b. The grievant is the person or persons making this claim.
- c. The term days shall mean working days.

SECTION 2. Grievance Committee. For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee consisting of three members, all of whom shall be employees of the Employer.

SECTION 3. Grievance Committee Members. The Union shall furnish the Employer with the names of the grievance committee members and the Employer agrees to deal with these representatives of the Union in settling grievances and in bargaining under this Agreement.

SECTION 4. Grievances. Grievances shall be submitted in writing and shall be taken up for adjustment in each case as necessary as follows:

In order to be considered in the grievance procedure, a grievance must be filed not later than twenty (20) days after the event giving rise to the grievance or not later than twenty (20) days after the facts giving rise to the grievance have been known to the employee(s) involved.

Step 1: By the employee(s) involved, a grievance committee member and the employee's immediate supervisor.

Step 2. If the grievance is not settled in Step 1, it may be advanced to this Step provided notice of appeal is given to the Director of Personnel, the Employer representative at this Step, not later than ten (10) days after the last meeting in Step 1.

Step 3. In the event the grievance is not settled in Step 2, it may be appealed to the Board of Education if notice of such appeal is given not later than ten (10) days after receipt of the answer in Step 2.

Step 4. In the event that either party decides that further meetings in Step 3 above will not lead to a settlement of the grievance, either party may submit the grievance to arbitration as hereinafter outlined.

When a grievance is filed in Step 1, a meeting shall be arranged as soon as possible but not later than three (3) days after the grievance is filed.

When a grievance is appealed to Step 2, a meeting will be held not later than ten (10) days after date of appeal notice.

When a grievance is appealed to Step 3, a meeting shall be set as soon as possible, but not later than the next scheduled meeting of the Board of Education.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. Not later than five (5) days after receipt of a notice of a desire to arbitrate, the parties will meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to choose one and hearings will commence as soon as they can be arranged.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify this Agreement and the subject of a general wage increase shall not be subject to arbitration.

The expense of the arbitrator will be borne equally by the parties hereto.

A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof.

Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings. The Committee shall have the right to call in a Representative of the International Union at any time. The Chairman of the Grievance Committee will be permitted a reasonable amount of time away from his work with pay to assist in the adjudication or investigation of grievance or complaints. He shall attempt to perform such duties at such times as will have a minimal effect on his work and will secure the consent of the Supervisor before leaving his job. Such consent shall not be arbitrarily withheld.

ARTICLE III

DISCHARGE AND SUSPENSION

SECTION 1. Discharge and Suspension. An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance with five (5) days of such action as provided in Article II, Section 3.

Any discharge or suspension not questioned in writing in five (5) days of such action shall be considered final.

ARTICLE IV

SENIORITY AND PROMOTIONS

SECTION 1. Seniority. The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion, transfer, recall, and layoff the following factors shall be considered:

- a. Seniority
- b. Ability to perform available work
- c. Physical fitness for the work

Where factors (b.) and (c.) are relatively equal, seniority shall be the governing factor. In the event of a dispute over the relative equality of factors (b.) and (c.) in the case of any employee, a trial period of thirty (30) days shall be provided if requested by the grievance committee of the Union after a full discussion of the matter with the Employer. The question of ability and/or physical fitness for the job shall be determined by the Employer at the end of such trial period.

In the event of a reduction in force which necessitates the layoff of any employee from the system, the employee with the least seniority within the

bargaining unit will be the first to be laid off regardless of his position. However, in order to be retained or recalled the employee or employees must be able to perform available work efficiently.

When it is necessary to curtail the number of employees in any job classification due to elimination of the job, a reduction in the number of employees in that job or other reason, the employee on the job with the least seniority will be released from that job. Such employee will then be allowed to displace an employee with less seniority on another job classification provided the displacing employee is able to satisfactorily perform the duties of the job he seeks to displace into. Any employee displaced under this procedure will, in turn, have a like right until, by the process of elimination, the employee with the least seniority is laid off or, if no layoff is contemplated, is assigned other work by the Employer.

Employees on layoff shall be placed at the top of the substitute list and given priority status. Laid off employees shall have their sick leave frozen during the time of layoff. Employees shall be removed from the laid off list after a two year period, and shall no longer be subject to recall.

Any employee who has been accepted into a new position through the displacement procedure will be placed in the new position no later than the first weekend after acceptance.

SECTION 2. Probation. New employees shall be on probation for a period of sixty (60) calendar days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained in excess of sixty (60) calendar days shall have seniority from date of hire. The sixty (60) day probationary period may by mutual agreement be extended thirty (30) days.

SECTION 3. Temporary Vacancies. When temporary vacancies occur, they will be filled on the basis of seniority and qualification without undue interference with the regular work schedule. Vacancies hereunder shall not be subject to the bidding procedure.

SECTION 4. Temporary Workers. The parties recognize that it is necessary to employ temporary workers at times. The right of contracting or subcontracting is vested in the employer, provided that such contracting does not arbitrarily or unreasonably reduce the scope of the unit.

A temporary worker shall be defined as one who is hired for a specific project not to exceed sixty (60) calendar days without intent on the part of the employer to reemploy him/her after the temporary job is completed. A temporary worker shall accrue no seniority while so employed.

In the event such temporary employee is later hired on a permanent basis, he shall be given a retroactive seniority date computed by counting back from his permanent hiring date the actual number of days worked as temporary employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 5. Handicapped. The parties agree that employees handicapped by physical impairment in a manner or degree to restrict their ability to perform assigned work should receive special consideration under the seniority provisions.

Any employee so handicapped shall have the obligation to furnish medical proof in the form of a written statement from his physician detailing the impairment. Copies of the statement shall be submitted to the Director of Personnel and the local Union President.

Accordingly, any seniority provisions may be altered or waived with respect to such employees as mutually agreed between the Employer and the Union.

It is understood that the provisions of this Section are inapplicable to employees eligible for retirement.

SECTION 6. Promotion. An employee promoted from the bargaining unit to a supervisory position not covered by the Agreement shall be permitted to retain one-half (1/2) the amount of his/her seniority accumulated while in the bargaining unit and shall accrue further seniority for a period of one (1) year while in the supervisory position.

Beginning July 1, 1983, any employee staying in a supervisory position after one (1) year shall not have the right to return to the bargaining unit.

When a supervisor is absent, the person appointed by the administration in writing to take his place shall receive one dollar (\$1.00) per hour above his present rate for the time spent replacing the supervisor.

SECTION 7. Supervisory Employees. Supervisory employees excluded from coverage under this Agreement shall not displace any employee in the Unit nor deprive him of work which would normally be his.

ARTICLE V

WAGES, HOURS, AND WORKING CONDITIONS

SECTION 1. Schedules. There is hereby recognized a normal eight (8) hour day, five day week of forty (40) hours, Monday through Friday. The following schedules shall normally be observed:

Bruce:	6:00 a.m. to 3:00 p.m. and 3:00 to 4:00 p.m. one (1) hour lunch period
Lincoln:	First Shift: 7:00 a.m. to 4:00 p.m. one (1) hour lunch period Second Shift: 3:00 p.m. to 11:20 p.m. twenty (20) minute lunch period
Jefferson:	7:00 a.m. to 4:00 p.m. one (1) hour lunch period
McKinley:	7:00 a.m. to 4:00 p.m. and 4:00 p.m. to 5:00 p.m. one (1) hour lunch period

Any Custodian II who is ordered by the administration to perform work normally done by a Custodian I will be paid at the Custodian I rate for the duration of this assignment.

SECTION 5. Wages. The wage rates for all job classifications covered hereunder are shown on the Wage Schedule attached hereto and made a part hereof as "Schedule C".

The Board of Education will pay the employees contribution to the Michigan Public School Retirement Fund.

1. All pay for drivers for field trips will be at 1.5 times the hourly rates.
2. For all field trips confined to a single day, rate will be applied to actual driving time from departure until returning to base. Time shall be computed from the time the employee is ordered to report for work and registers in, and until the time he is effectively released from duty.
3. On trips that extend overnight, the rates for the second day will be one and one-half ($1\frac{1}{2}$) times the stated rates for actual driving time if the return trip starts before 12:00 o'clock noon and actual driving time or eight (8) hours minimum whichever is the greater if the return trip starts after 12:00 o'clock noon on the second day.
4. In the event that a field trip extends beyond the days indicated above, the driver will be paid a minimum of eight (8) hours at 1.5 of the hourly rate schedule for days other than the first and the last day of the trip. The first and last days will be computed as indicated in items 2 and 3 above.

5. The Employer will be responsible for all subsistence, including board and room for drivers on field trips according to Board of Education policy.

SECTION 6. Overtime. Pay for over time shall be 1.5 times the regular hourly wage. Inclement Weather - Employees will be paid time and one-half for time actually worked for those who show up to work on a day the entire district is closed.

SECTION 7. Shift Differential Schedule.

Second Shift .30 per hour

Third Shift .35 per hour

SECTION 8. Chauffeur License. The Board of Education will pay the fee for the required chauffeur license for the Special Education bus drivers and substitutes.

SECTION 9. Hazardous Work. All regular custodians doing hazardous work, i.e., above the first floor level, shall receive twenty-five (25) cents per hour extra pay. All overtime which is involved in this work shall be computed on the total rate.

SECTION 10. Wages and Job Classifications. The wages and job classifications herein shall be in force and effect for the duration of this Agreement and wages for new or changed job classification will be arrived at by mutual consent.

ARTICLE VI

VACATION, SICK LEAVE, AND OTHER LEAVE

SECTION 1. Holidays. The employees will be entitled to the following holidays off with eight (8) hours pay at regular rates: New Year's Day, Good Friday, Easter Monday (or if this is a school day, a mutually agreeable day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Day after

Thanksgiving, December 24, and Christmas Day (or days celebrated therefor). An employee required to work on a holiday will receive time and one-half for all hours worked in addition to the holiday allowance.

Should any of the above holidays fall on Saturday or Sunday, the employees will be granted a compensatory day off during the summer months when school is not in session.

In addition to the above, a mutually agreeable day in the summer months when school is not in session will be a holiday.

SECTION 2. Vacation. The employees shall be entitled to vacation as follows:

	<u>12 Month</u>	<u>10 Month</u>
1. After one (1) year	10	8
2. After three (3) years	11	9
3. After seven (7) years	15	12½
4. After ten (10) years	17	14
5. After fifteen (15) years	22	18
6. After twenty (20) years	25	21

The vacation week shall be construed to mean the employee's regular work week with pay for forty (40) hours at regular rate.

Vacation schedules shall be established by the Employer and shall take into consideration requests of the employees according to seniority and a minimum of interference with the work. Vacation days shall not be granted for the first or last day of the school year.

Employees shall be eligible for earned vacation on their anniversary date. Employees will be permitted to bank up to ten (10) days vacation in any year and carry them over to the following year to be used in that year.

SECTION 3. Sick Leave. Employees will be granted eighteen (18) days sick leave per year for personal illness. The sick leave may also be used for

family illness (up to five (5) days) and personal business (up to two (2) days). Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment. It is understood that the maximum for both above is eighteen (18) days and the employee's regular rate shall be paid for such time off.

Sick leave for personal illness shall be cumulative up to one hundred fifty (150) days. During the 1987-88 contract year increase to one hundred sixty (160) days. The employer may request a doctor's certificate covering any illness exceeding three (3) consecutive days.

SECTION 4. Funeral Leave. Each custodial employee will be allowed five (5) days non-accumulative, for each death in the immediate family. Family is interpreted to mean spouse, parent, parent of spouse, brother, sister, brother-in-law, sister-in-law, child or his spouse, grandchild, grandparent of employee or spouse, aunt and uncle of employee or spouse.

SECTION 5. Maternity/Child Care Leave. Maternity leave will be treated as sick leave. An employee desiring sick leave for maternity purposes will submit a written request accompanied by a doctor certificate. Up to six (6) weeks of accumulated sick leave will be made available. If additional sick leave is needed, medical certification will be require.

Child care leave without pay will be granted at a time requested in writing by the employee for a period of not more than one (1) year subsequent to the birth/adoption of said child.

SECTION 6. Disability. An employee suffering disability as a result of employment with the Employer and covered by the Michigan Worker Compensation Act, shall be paid wages by the Employer in such an amount that the total of the

Worker Compensation plus wages will equal the straight time rate earnings of the employee for a forty (40) hour week.

Said payments shall commence with the date the employee is unable to work and shall continue for the period of the disability or until such time as the Employer as paid an amount to which the employee's accumulated sick leave under Section 3 above would entitle him, whichever is the lesser.

If the employee subsequently receives Worker Compensation for time lost during the first week of disability, as provided in the Act, he shall promptly reimburse the Employer for the amount received as compensation for that first week. The accumulated sick leave credited to the employee will be reduced by any amounts paid hereunder.

SECTION 7. Retirement Benefits. Upon completion of fifteen (15) years consecutive service with the Employer, an employee eligible for Michigan Public Schools Retirement benefits will be entitled to one (1) month's pay at his established rate, upon actual retirement under the retirement plan.

SECTION 8. Unused Sick Leave. Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last five years of employment according to the following procedure:

\$30.00 per day for those employed at least five (5) hours or more per day.

\$25.00 per day for those employed for four (4) hours per day.

\$20.00 per day for those employed for three (3) hours per day.

\$15.00 per day for those employed for two (2) hours per day.

\$10.00 per day for those employed for one (1) hour per day.

SECTION 9. Leave of Absence. An employee desiring a leave of absence shall file a written request for such leave with the Director of Personnel outlining the reason for such request and the duration of leave requested and a copy of said request shall be sent to the Recording Secretary of the Local Union.

The Board of Education may consider a leave of absence without pay for one year with the possibility of one extension for a second year.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave nor be eligible for any fringe benefits paid by the Board including but not limited to hospitalization.

Leave of absence will only be granted for good cause and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a pre-determined time period and the employee will either:

- a. Return to work at the expiration of a leave
- b. Request and receive an extension of such leave
- c. Terminate his employment on the date the leave expires

An employee on leave of absence will forfeit any right to bid on vacancies which may occur during such leave and will have no inherent right to any promotions which occur during such leave upon return to work.

During any leave granted hereunder, the employee shall continue to accumulate seniority. Upon return to work after a short term leave the employee will be returned to the job last held before such leave.

An employee returning from a leave of four months or longer will be placed in the job he formerly held if possible or as an alternative, may be

placed on another position at equal pay.

No leave of absence hereunder shall be necessary in case of illness or injury to the employees.

SECTION 10. Absent From Work. An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work, must make a sincere effort to immediately notify his Supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless otherwise arranged with his Supervisor. In proper cases exceptions will be made.

An employee shall lose his status as an employee and his seniority if he is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

SECTION 11. National Guard Reserves. An employee who is a member of the National Guard Reserves will be permitted ten (10) days off per year with pay when required to perform active duty with the Guard. When unforeseen circumstances result in extension of this period in any year, the parties will determine what, if any, extension of this time will be allowed.

SECTION 12. Jury Duty or Witness. An employee who serves on jury duty or witness will be paid the difference between his/her pay for jury duty and his regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of jury or witness fees they were eligible to receive for each day.

ARTICLE VII

INSURANCE

SECTION 1. Insurance. The Board of Education reserves the right to select the carrier, provided coverage is equal.

SECTION 2. Life Insurance Coverage. The Employer will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of \$10,000.00. The Employer shall pay the cost of this coverage.

The insurance outlined above shall be available to all employees who indicate a desire for such coverage immediately without a physical examination. Any employee who does not indicate a desire for such coverage immediately may be required to take a physical exam if he later requests such coverage, in accordance with insurance carrier rules.

A booklet outlining details of the insurance coverage shall be made available to the employees as soon as it is published.

New employees shall be eligible for such coverage upon successful completion of probation.

During the term of this Agreement, the parties will explore the costs and the feasibility of providing for an amount of paid-up life insurance at time of retirement.

SECTION 2. Blue Cross-Blue Shield. The Board of Education will pay the cost of Blue Cross-Blue Shield, Semi-Private Plan MVF1 and riders D45NM-ML-1MB/OB DCCR-DC. This coverage shall be available for employees and dependents on a ratio of one (1) month coverage for each month worked, except that beginning July 1, 1978 and thereafter, twelve (12) month coverage shall be made available to all ten (10) month employees. In the event an employee does not avail himself of such coverage, he shall be entitled to have the equivalent in U. S. Savings Bonds. An employee having either single subscriber or two

party coverage shall be entitled to the difference between the cost of his coverage and full family cost in U. S. Savings Bonds. Such bonds will be turned over to the employee when purchased.

SECTION 3. Dental Insurance. The Board of Education will pay the full family coverage for an incentive dental insurance plan for all members of the bargaining unit.

SECTION 4. Prescription Drug Plan. The Board of Education will offer a prescription drug \$2.00 co-pay plan equivalent to Blue Cross-Blue Shield Prescription Drug Group Benefit Certificate PD87 (\$2.00).

ARTICLE VIII

MISCELLANEOUS

SECTION 1. Safety. The Employer agrees to furnish all necessary services to provide for the health and safety of the employees while at work.

SECTION 2. Armed Services. Any employee who enters the Armed Services of the Nation shall be returned to his position, without loss of seniority, within six (6) months of his honorable discharge from Service. Any employee drafted to participate in the National Defense Program shall also be returned to his position, without loss of seniority, within six (6) months of his honorable discharge from the Service.

SECTION 3. Employer Rights. It is understood that the Employer shall have the exclusive right to plan the work, direct the working force and hire and discharge employees for cause, and the Union agrees not to interfere with the exercise of this right.

The Employer agrees not to use this right for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. It is further

understood that the Employer shall have the exclusive right to determine qualifications wherever referred to in this Agreement.

The building principal is assigned directorship over the custodian in the building. The principal will determine the working procedures, determine the priorities as to the work and actively direct the employees in carrying out the work.

No custodian will be responsible for the work of other custodians nor for the issuing or relaying of any orders.

Working procedures and rules pertaining thereto will be consistent from building to building varied only by the physical difference in the properties themselves.

SECTION 4. Work Classification. The administration will determine what work will be classified as maintenance and repair.

SECTION 5. Employee Physical Ability. If a question arises as to the physical ability of an employee to perform work on his classification or on a classification for which he makes application, The Employer may require a physician's examination by a physician of its choice at the Employer's expense. Should a medical question arise resulting from a different opinion given by the employee's personal physician, the parties hereto will choose a third physician, who, after consultation with the other two physicians, shall render an opinion. Such opinion shall be final and binding on the parties hereto. The expense of a third physician shall be divided equally between the parties.

SECTION 6. Discrimination. The parties to this Agreement hereby agree that there will be no discrimination based on race, creed, color, sex, or national origin in the administration of this Agreement. The Employer agrees that no discrimination based on these factors shall affect hiring policies and the Union agrees to accept for membership all employees hired by the Employer without discrimination based on any of the above factors.

SECTION 7. Validity. In the event that any portion of this Agreement shall become invalid by reason of a change in any applicable statute, enactment of a new statute or a decision of any court of competent jurisdiction, that portion of the Agreement shall become invalid but other portions of the Agreement shall remain in full force and effect. The parties agree to meet and confer for the purpose of replacing the invalid provision keeping in mind the original intent of the parties.

SECTION 8. Bus Mechanic. The Bus Mechanic Tool Allowance is already rolled in and will remain part of the contract. The Bus Mechanic Helper will receive \$50.00 per month for tool allowance. The employer will pay for one (1) pair of glasses per year for the mechanic and the mechanic's helper. The employer will pay one (1) time per year for the renewal of the Mechanic's license.

ARTICLE IX

TENURE

THIS AGREEMENT shall become effective as of July 1, 1986, and shall continue in effect for a three year period and for annual periods thereafter unless either party notifies the other in writing not less than one hundred twenty (120) days prior to any expiration date of a desire to modify or terminate the Agreement.

In the event of such notification, negotiations shall begin within 15 days of receipt of notification.

Notice shall be sent by registered mail and if by the Union be sent to the Board of Education, 460 West Spruce Street, Sault Ste. Marie, Michigan, and if by the Employer to District 33, United Steelworkers of America, 609 Providence Building, Duluth, Minnesota.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

SAULT STE. MARIE BOARD OF EDUCATION

By William F. Fitzgerald
Superintendent of Schools

By Robert C. D'Amico
Director of Personnel

UNITED STEEL WORKERS OF AMERICA AFL-CIO

John R. Williams

By International President Ball

By International Secretary Lester

By International Treasurer Lester

By International Vice-President Admin.

By International Vice-President Hum. Aff.

By Eldon D. Kirsch
District Director

By Carl L. Miller
Staff Representative

By Local Union 13569 Committee:

Michael [Signature] President

Donald R. [Signature]

Raymond H. Johnston

Charles E. Cyderman

me
PERS2/cuag

APPENDIX "A"

COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be covered by the provisions for a Cost of Living Allowance as set forth in this section:

A. For the purposes of this Section -

1. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - (All Items - 1967 = 100)" published by the Bureau of Labor Statistics, U. S. Department of Labor.
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June, 1986 (published in July, 1986, as 323.4).
3. Adjustment dates October 1, 1986, January 1, 1987, April 1, 1987, and so forth in three month increments.
4. Change in the Consumer Price Index is defined as the difference between (i) the Consumer Price Index base and (ii) the Consumer Price Index base for the second calendar month next preceding the month in which the applicable adjustment date falls.
5. Cost of Living Adjustment will be payable for the three month period as calculated below.

B. Effective on each adjustment date, a cost of living adjustment equal to one (1) cent per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours actually paid and for any reporting allowance credited before the next adjustment date.

1. Payments for each adjustment date are cumulative for one (1) year.

2. The total cumulative rate of COLA payments will be rolled into the base hourly rate on July 1 of the year following.
 3. The COLA shall then be calculated on the basis of the CPI base for June of the year preceding.
- C. The Cost of Living adjustment shall be an "add on" and shall not be a part of the employee's wage rate or salary and shall not be used in the calculation of overtime or call-in pay but shall be used in the calculated pay for vacation, sick leave and other types of pay or benefits.
- D. Should the Consumer Price Index schedule for Urban Wage Earners and Clerical Workers, All Items 1967 = 100, as published by the Bureau of Labor Statistics (BLS), U. S. Department of Labor, become unavailable the parties shall attempt to adjust this Section, or if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as to the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce, as nearly as possible, the same result as would have been achieved using the index in its present form.

APPENDIX "B"

COST OF LIVING SCHEDULE

323.4 = 0 cents	335.0 = 29	346.6 = 58
323.8 = 1	335.4 = 30	347.0 = 59
324.2 = 2	335.8 = 31	347.4 = 60
324.6 = 3	336.2 = 32	347.8 = 61
325.0 = 4	336.6 = 33	348.2 = 62
325.4 = 5	337.0 = 34	348.6 = 63
325.8 = 6	337.4 = 35	349.0 = 64
326.2 = 7	337.8 = 36	349.4 = 65
326.6 = 8	338.2 = 37	349.8 = 66
327.0 = 9	338.6 = 38	350.2 = 67
327.4 = 10	339.0 = 39	350.6 = 68
327.8 = 11	339.4 = 40	351.0 = 69
328.2 = 12	339.8 = 41	351.4 = 70
328.6 = 13	340.2 = 42	351.8 = 71
329.0 = 14	340.6 = 43	352.2 = 72
329.4 = 15	341.0 = 44	352.6 = 73
329.8 = 16	341.4 = 45	353.0 = 74
330.2 = 17	341.8 = 46	353.4 = 75
330.6 = 18	342.2 = 47	353.8 = 76
331.0 = 19	342.6 = 48	354.2 = 77
331.4 = 20	343.0 = 49	354.6 = 78
331.8 = 21	343.4 = 50	355.0 = 79
332.2 = 22	343.8 = 51	355.4 = 80
332.6 = 23	344.2 = 52	355.8 = 81
333.0 = 24	344.6 = 53	356.2 = 82
333.4 = 25	345.0 = 54	356.6 = 83
333.8 = 26	345.4 = 55	357.0 = 84
334.2 = 27	345.8 = 56	357.4 = 85
334.6 = 28	346.2 = 57	357.8 = 86

For the three month period commencing with each adjustment date, the Cost of Living adjustment is determined by the above schedule, using the CPI index for the applicable month as specified in the following list:

ADJUSTMENT DATE

October 1
January 1
April 1
July 1

PERIOD COVERED

July, August, September
October, November, December
January, February, March
April, May, June

APPENDIX "C"
SALARY SCHEDULES

CUST. I AND UTILITY:	STEP	1985-86	1986-87	1987-88	1988-89	1989-1990
		Base	+ .11 COLA + 4%			
	0	9.691	10.189	Roll in COLA + .388 cents	Roll in COLA + .388 cents	Roll in COLA + .388 cents
	½	9.776	10.277	Roll in COLA + .391 cents	Roll in COLA + .391 cents	Roll in COLA + .391 cents
	1	9.862	10.366	Roll in COLA + .394 cents	Roll in COLA + .394 cents	Roll in COLA + .394 cents
CUST. II (MATRON):						
	0	8.541	8.993	Roll in COLA + .342 cents	Roll in COLA + .342 cents	Roll in COLA + .342 cents
	½	8.647	9.103	Roll in COLA + .346 cents	Roll in COLA + .346 cents	Roll in COLA + .346 cents
	1	8.837	9.300	Roll in COLA + .353 cents	Roll in COLA + .353 cents	Roll in COLA + .353 cents
MAINTENANCE:						
	0	10.020	10.531	Roll in COLA + .401 cents	Roll in COLA + .401 cents	Roll in COLA + .401 cents
	½	10.125	10.640	Roll in COLA + .405 cents	Roll in COLA + .405 cents	Roll in COLA + .405 cents
	1	10.193	10.711	Roll in COLA + .408 cents	Roll in COLA + .408 cents	Roll in COLA + .408 cents
FIELD TRIP DRIVERS:						
	0	9.990	10.500	Roll in COLA + .400 cents	Roll in COLA + .400 cents	Roll in COLA + .400 cents
	½	10.080	10.593	Roll in COLA + .403 cents	Roll in COLA + .403 cents	Roll in COLA + .403 cents
	1	10.150	10.666	Roll in COLA + .406 cents	Roll in COLA + .406 cents	Roll in COLA + .406 cents
MECHANIC:						
	0	10.490	11.019	Roll in COLA + .419 cents	Roll in COLA + .419 cents	Roll in COLA + .419 cents
	½	10.577	11.110	Roll in COLA + .423 cents	Roll in COLA + .423 cents	Roll in COLA + .423 cents
	1	10.663	11.200	Roll in COLA + .427 cents	Roll in COLA + .427 cents	Roll in COLA + .427 cents

APPENDIX "D"

SCHOOL CALENDAR

1986-87

Teachers Report	Aug. 28
Teachers Work Day -half-day-floating.	Aug. 25-29
Labor Day	Sept. 1
Students Report	Sept. 2
In-Service Day.	Oct. 1
Thanksgiving Break (Noon Dismissal)	Nov.26, 27, 28
Last Day of Classes Before Christmas (full day)	Dec. 23
School Resumes.	Jan. 5
Last Day of Semester for Students	Jan. 22
Teachers Work Day	Jan. 23
Last Day of Classes Before Spring Break (half day)	Apr. 3
Easter.	Apr. 19
School Resumes.	Apr. 20
Memorial Day.	May 25
Last Day of Semester for Students	June 11
Baccalaureate	June 11
Teachers Work Day	June 12
Commencement.	June 14