

MIMCO BOND

Holt

MASTER AGREEMENT

BETWEEN

LOCAL UNION NO. 580 AFFILIATED
WITH THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

AND

BOARD OF EDUCATION

OF THE

HOLT PUBLIC SCHOOLS

JULY 1, 1971 - JUNE 30, 1974

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Holt Public Schools
Education Center
4610 Spahr Avenue
Holt, Michigan 48842

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MIMCO BOND

THIS AGREEMENT, made and entered into this 22nd day of June, 1971, by and between the Board of Education, Holt Public Schools, Party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the Union;

WHEREAS; the Board is required by law to negotiate with the Union on wages, hours and the terms and conditions of employment of custodians and maintenance men, and the parties, through negotiations in good faith have reached an agreement on all such matters and desire to execute this agreement.

ARTICLE I

RECOGNITION

Section 1-1. The Board recognizes the Union as the sole and exclusive representative in collective bargaining as defined in Section 11 of Act 379 of the Public Acts of 1965 for all custodial and maintenance personnel excluding therefrom custodial supervisors, casual custodians and probationary custodians, to the extent required by Act 379 of the Public Acts of 1965 and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 1-2. Casual custodians include temporary and substitute custodians as defined in Board policy.

ARTICLE II

RATES OF PAY, WAGES AND FRINGE BENEFITS

Section 2-1. Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this agreement.

Section 2-2. The Board shall provide \$4,000 in group life insurance on behalf of the custodians, and \$5.00 per month for comprehensive hospitalization, medical and surgical protection.

- a. The Board will provide a group life insurance plan with a \$4,000 death benefit and \$40.00 salary protection for each custodian subject to the terms and conditions of the master policies applicable to such benefits.
- b. Blue Cross-Blue Shield insurance, in accordance with the terms and conditions of the policies, fully paid by the district, will be provided for each custodian at the benefit level in effect on July 1, 1971. In case of custodians who are principal wage earners, the district, will pay the cost of providing full family coverage for dependents.
- c. Once coverage is designated it shall not be altered except as death, birth, or social security eligibility is involved or until the next open enrollment period.

- d. Failure to make use of all or any part of the maximum possible permium coverage available shall not make any funds transferable to cash or other form of benefit for the benefit of the custodian or others.
- e. This provision applies only to custodians regularly employed thirty hours per week or more.
- f. Any rate increases resulting from loss experience adjustments made on the policy anniversaries during the life of this Agreement shall be borne by the Board. Any other rate increases made during the life of this Agreement shall be borne by the custodians.

Section 2-3. Custodians are covered by Workmen's Compensation. In the event of a workmen's compensation claim, the custodian shall be paid at his regular rate but time lost from work is chargeable against the custodian's accumulated bank of sick leave days.

After the five day waiting period, if the custodian is awarded a workman's compensation claim his pay will be reduced to the difference between workmen's compensation benefits and his regular rate up to the value of his then accumulated sick leave. Sick leave will be charged on a prorata basis computed on the relationship of his differential pay to his regular rate of pay.

Section 2-4. Upon a custodian's retirement, in accordance with the requirements of the Michigan Public School Employees Retirement Act a terminal leave pay determined by the greater of (1) or (2) below will be paid if at least ten years continuous employment in this school district has occurred.

- (1) \$50.00 per year of employment in this school district, or (2) a sum equal to 50% of the current wage for each accumulated leave absence day.
- (2) is limited to a sum up to twice the amount calculated by (1).

Section 2-5. AGENCY SHOP. (A) When the Board needs additional custodians it shall give the local union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Local Union.

(B) Membership in the Union is not compulsory. Custodians have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(1) Accordingly, each custodian in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this agreement.

(2) The Union is required under this agreement to represent all of the custodians in the bargaining unit fairly and equally without regard to whether or not a custodian is a member of the Union. The terms of this agreement have been made for all custodians in the bargaining unit and not only for members in the Union, and this agreement has been executed by the Board after certification by the Michigan Labor Mediation Board that the Union is the choice of a majority of the custodians in the bargaining unit.

(C) In accordance with the policy set forth under sub-paragraph (B) of this section, all custodians shall as a condition of continued employment, pay to the Union, the custodian's exclusive collective Bargaining representative, an amount of money equal to that paid by other custodians in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present custodians, such payments shall commence thirty-one days following the date of execution of this agreement, and for new custodians, the payment shall start thirty-one days following the date of employment.

(D) UNION DUES. The Board agrees to deduct from the pay of each custodian all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every custodian provided however, that the Union presents to the Board authorizations, signed by such custodian, allowing such deductions and payment to the Local Union. During the life of this agreement, the Board agrees to deduct Union dues from the second pay of each month of each custodian who submits a properly prepared authorization for check-off of dues form to the payroll department. The Board shall rely solely upon the information appearing on this form. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the custodian's pay is less than the amount of the dues.

Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two weeks after the second payroll of each month.

The Union agrees to indemnify and save harmless the Board from all claims against it resulting from incorrect information supplied by the Union.

Section 2-6. When a regular pay day occurs within a school vacation period during the school year, when custodians are not scheduled to work, that day shall be advanced to the last working day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.

Section 2-7. Pay periods shall be every two weeks during the year.

Section 2-8. The Board agrees that it will not direct its employees or persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit custodians.

Exceptions to the above are waived by the Union in cases where past practice has been to use non-unit employees or others.

Section 2-9. SUB CONTRACTING: For the purpose of preserving work and job opportunities for the custodians covered by this agreement, the Board agrees that no work or services of the kind, nature or type covered by , or presently performed by, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other vendor, person or non-unit employees, where the same shall reduce any custodians regular working hours.

Section 2-10. EXTRA CONTRACT AGREEMENTS. The Board agrees not to enter into any agreement, individually or collectively, with any custodian or custodians, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours, or working conditions

of said custodians, or which in any way may be considered a proper subject for collective bargaining, except as specified in Article III, Section 1.

ARTICLE III

HOURS OF EMPLOYMENT

Section 3-1. The assignments shall recognize the principle of the forty hour week. All work in excess of eight (8) hours per day or forty (40) hours per week; which is the greater, but not both, shall be paid at the rate of one and one half times the regular rate. When custodians are informed school is closed during a regular scheduled school day, it shall be considered as time worked for computing overtime. All overtime work performed on Sundays shall be paid for at the rate of two (2) times the regular rate. All work performed on holidays designated in Section Eight (8) of this Article shall be paid for at the rate of one and one half times the regular rate. In order to qualify for holiday pay, it is provided that the custodian must work the regular work-day preceding and the regular working day following the holiday, unless his absence is covered by the leave provisions of this agreement.

Section 3-2. Opportunities for overtime work in each building shall be distributed on a fair and equitable rotation among all the custodians including regular part-time custodians in that building. Custodians from the master seniority list will be assigned on a rotation basis only after regular custodians in the building have waived the opportunity to work overtime.

Section 3-3. Overtime work requiring special skills shall be offered to those custodians with experience on these skilled jobs.

Section 3-4. Custodians shall indicate to the administrative assistant in writing whether or not they are interested in working overtime, and if so, at what times; and overtime work assignments shall be made on the basis of such information. However, it is understood that in times of emergency or when no custodian is voluntarily available for overtime work, each custodian may be required to perform his share of overtime work in the building where the emergency occurred.

Section 3-5. Lunch periods shall be 30 minutes in length, except for the Education Center which is one hour.

Section 3-6. Two (2) ten minute break periods are permitted in each full shift.

Section 3-7. LEAVE OF ABSENCE: (1) Conference attendance and expenses. A custodian shall request permission from the administrative assistant in advance of attending any work connected conference within the State of Michigan.

- (a) Permission shall be governed by:
1. The availability of a substitute.
 2. Special building situations, including scheduled activities.
 3. Number of conferences previously attended.

(b) Expenses will be allowed as follows:

1. Ten cents (10¢) per mile for automobile.
2. Salary of substitute if necessary.

3. Lodging - ten dollars (\$10.00) per night maximum.
 4. Meals at cost, or maximum of: breakfast \$1.50; lunch \$3.00; and dinner \$5.00.
 5. Registration fee.
 6. If transportation is by public carrier, the most reasonable means of travel.
- (c) Conference outside of the State of Michigan require individual board approval.
 - (d) Any custodian may make application to the administrative assistant to attend a conference or make a visitation at his own expense, except the pay of a substitute.
 - (e) Reports may be required.
- (2) Leave of absence as prescribed in paragraph (a), below, may be granted for the reasons listed in paragraphs (b), (c), and (d).
- (a) A one day leave of absence per month shall be granted with unlimited accumulation at the rate of twelve days per full year.
 - (b) Death in the immediate family.
Up to a maximum of five (5) days will be allowed in case of a death in the immediate family.

The term "immediate family" is defined as follows; husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-child, step-father, step-mother, step-sister, step-brother.

- (c) Personal Illness.
The illness shall be attested to by the custodian through the completion of a sick-leave form furnished by the school, upon the return of the custodian to school. The principal or supervisor shall endorse the card. The Board reserves the right at such time to require a physical or mental examination of a custodian at the Board's expense by a doctor of its choice should this seem in the best interests of the school. A written statement may be required from the attending physician in cases of an injury or illness that keeps a custodian from work for five (5) or more consecutive working days. A written statement shall be mandatory commencing the eighth (8) calendar day of absence. Also, such a statement shall be mandatory in all cases of absence covered by Workman's Compensation regardless of the length of the absence.
 - (d) Illness in the employee's household.
An employee's household is defined as persons for whom the custodian principally is responsible for financial and physical care.
 - (e) One day per period of illness shall be granted; otherwise, the the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance.
- (3) Health and Hardship Leaves.
- (a) Any custodian whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of

one year. Further extensions may be granted at the will of the Board. Upon return from leave, a custodian may be assigned to the same or a similar position.

(b) Whenever a leave of absence is granted as described, a custodian must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

(4) Emergency closing: All regular employees shall report to work on any day for which they are salaried, except in the case of the leave provisions of this agreement or unless other specific notification is given by the administrative assistant. If employees are not notified in time and reports for work, such employee shall be guaranteed a minimum of four (4) hours show up time; if put to work, such employee shall be guaranteed a minimum of eight (8) hours pay at the employees regular rate of pay.

(5) Personal Business Leave: Two days a year beyond the sick leave allowance, may be used for personal business. The purpose of this leave is to relieve custodians of financial hardship in situations over which they have no control. An application for a personal business leave, containing the reasons for the leave, must be submitted in writing to the administrative assistant at least one week in advance, except in the event of an emergency when a shorter notice may be acceptable. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacation, and the first and last days of the school year except when personal business days are granted for funeral attendance not covered by the immediate family. Unused personal business leave shall accumulate and be accrued as sick leave each year on 7-1.

(6) Pregnancy: Termination of employment by the school in case of pregnancy shall occur at approximately the end of the sixth month period. The exact date shall be determined by school officials in accordance with the health condition of the custodian and indentifiable school year calendar intervals. Upon written application, a maternity leave shall be granted without pay commencing no later than the end of the sixth month of pregnancy. The custodian shall be entitled to leave for one year. Further extensions may be granted at the will of the Board. Upon return, a custodian may be assigned to the same or similar position, provided a vancancy exists.

(7) Military Leave: A leave of absence shall be granted a custodian who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments and seniority shall accrue.

A custodian will be granted a leave without pay for a period of minimum enlistment for full-time overseas duty in the Peace Corps. Further extensions shall be granted at the will of the Board. The salary increment shall accrue.

(8) A Custodian may be granted a leave of absence for one year with the approval of the Board. The custodian shall notify the Board not later than three months before the expiration of this leave whether active reemployment is desired. If so, the custodian shall be assigned to a position in the school system, if a vacancy for which the custodian is qualified exists.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

(a) Requests for leaves shall be in writing.

(b) Eligibility shall be based on a minimum of two (2) years continuous

employment in the district.

- (c) All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
 - (d) While on extended leave of absence, except for military leave, a custodian's seniority is maintained but does not accrue.
 - (e) Shall be reemployed in line with his seniority at the then current rate.
 - (f) Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 - (g) Written notice of intention to either return or resign shall be given the administrative assistant at least three months before leave expires.
- (9) One day of paid vacation per month is earned by custodians with accumulation to a maximum of twelve days after the first full employment year.

VACATION BENEFITS SHALL BE AS FOLLOWS:

- After 1 - 5 years service 12 days per year.
 - After 6 - 7 years service 13 days per year.
 - After 8 - 9 years service 14 days per year.
 - After 10- years service 15 days per year.
 - After 11- years service 16 days per year.
 - After 12- years service 17 days per year.
 - After 13- years service 18 days per year.
 - After 14- years service 19 days per year.
 - After 15- years or more service 20 days per year.
- (a) Vacation time earned during one school year (July 1 - June 30) must be used not later than June 30 of the following year, or it is lost.
 - (b) Earned vacation time must be taken as vacation. Additional compensation will not be paid in lieu of vacation.
 - (c) Vacation may be taken at any time during the year, but must be taken in blocks of not less than five nor more than twenty days.
 - (d) Custodians who are ill may use their accumulated vacation time as an extension of sick leave, after all regular sick leave benefits have been used.
 - (e) Custodians who resign, giving at least two weeks notice shall be paid for accumulated vacation.
 - (f) Vacation time shall be counted as actual scheduled working days on the custodial calendar. Should a holiday occur during a custodian's vacation period, it shall not count as a vacation day.
 - (g) Requests for vacation shall be submitted in writing to the administrative assistant at least two weeks in advance, except that requests for vacation to be taken during the summer vacation period, (from the close of school in June through Labor Day) shall be submitted by May 15. Approval of vacation as requested shall depend upon:
 - 1. The availability of a substitute.
 - 2. The absence of previously scheduled school activities for which the presence of the custodian is required.
 - (h) Should more requests for vacation within a given period be received than can be honored, those requests received in order of seniority will be granted first.
 - (i) All vacation monies earned shall be paid when discharged.

Section 3-8. The custodians work year begins July 1, and ends June 30 of the calendar year. A calendar of custodial work days for the year,

developed from the Board approved official school calendar, shall be provided for all custodians.

The following holidays shall not be regular custodial work days on the calendar, but shall be paid at the custodians regular rate of pay subject to the conditions outlined in Article III, Section 1.

	<u>1971 - 72</u>	<u>1972-73</u>	<u>1973-74</u>
Independence Day	July 5	July 3	July 2
Labor Day	Sept 6	Sept 4	Sept 3
Thanksgiving Day	Nov 25	Nov 23	Nov 22
Friday After Thanksgiving	Nov 26	Nov 24	Nov 23
Christmas Eve	Dec 23	½day Christmas Eve	Dec 24
Christmas Day	Dec 24	Dec 25	Dec 25
New Year's Eve	Dec 30	½day New Years Eve	Dec 31
New Year's Day	Dec 31	Jan 1	Jan 1
Good Friday	--	Apr 20	Apr 12
Memorial Day	May 30	May 28	May 27

ARTICLE IV

OTHER CONDITIONS OF EMPLOYMENT

Section 4-1. The Union shall have the right to use school building facilities as follows:

1. At times when no custodians are on regular duty. Authorization shall be obtained in accordance with Policy A 1310.
2. Miscellaneous
 - a. The use of school mail boxes for official Union business of the organization.
 - b. A bulletin board in the staff room for Union use.
 - c. The only person who can authorize a notice to be posted on the Union bulletin boards shall be the President of the Local Union, or its Business representative, or the Chief Steward. The Board reserves the right to remove any notice that in any way is not concerned with Union business. The bulletin board shall not be used for political announcements for public office.
 - d. Requests for use of other school equipment shall be made of the building principal in advance of the utilization.

Section 4-2. The Board agrees that it will allow the proper accredited representatives of the Union access to the buildings at any time during working hours for the purpose of policing the terms and conditions of this agreement.

The Union shall have the right to examine payroll records pertaining to the computation of compensation of any custodian whose pay is in dispute or any other records of the Board pertaining to a specific grievance, provided the custodian involved shall give his consent in writing to the Union for opening of his confidential file.

Section 4-3. Custodians who will experience a change of assignment shall be notified by the administrative assistant. Such a change will be

mutually agreeable to the custodian and the administrative assistant except that the Board shall, if necessary make the final decision.

A custodian promoted to a higher classification position shall be subject to a trial period of sixty working days in the new position, during which time he may be returned to his previous classification without recourse to the grievance procedure. The custodians seniority continues to accrue during the trial period.

Section 4-4. Custodians shall submit requests to the administrative assistnat for supplies and equipment, on the monthly inventory-requisition form each month and at other times when the need is urgent. The Board shall make the final decision in the purchase of supplies and equipment, and on whether to contract for maintenance services.

Section 4-5. A staff room area shall be established in each school building that will provide lavatory facilities and appropriate furniture.

Section 4-6. Custodians who wish to be considered for changes of assignment shall notify the administrative assistant in writing. Such requests shall be kept on file so that when vacancies occur the custodian may receive consideration. The Board recognizes the principle of promotion from within the school system and will consider any qualified and interested applicant. Qualification factors will include years of experience, personal attributes and performance.

In case of an open position in the school system the custodians shall be notified by the Board at least five (5) days prior to filling the position.

Should new custodial positions be created, the duties and responsibilities of which are substantially different from existing job classifications, the parties agree to reopen negotiations for the purpose of establishing a classification level for the new position.

Section 4-7. Should any custodian be required to post a bond as a condition of his employment, the premium shall be paid by the Board.

Section 4-8. Written Board policy shall remain in effect where no conflict with the Master Agreement exists.

Section 4-9. Custodians shall report promptly to the building principal or supervisor, as appropriate, the presence of unscheduled groups or unsupervised students in the building outside of regular school hours. A schedule of after school activities shall be maintained in each building and a copy provided for the custodian's information. Should unscheduled groups request admission, and it is not possible for the custodian to contact the principal or supervisor for his approval, the custodian shall exercise good judgment in deciding whether to admit the group. Under no circumstances are student groups to be admitted without responsible adult supervision.

Section 4-10. Custodians shall report promptly to the building principal or supervisor as appropriate, any occurrence of disrespectful treatment from students, fellow employees or the public.

Section 4-11. Custodians who have regularly scheduled jobs, who are

removed from their regular duties to perform extra duties, shall complete their own duties, and shall be paid overtime for extra time spent completing them. Provided that, in no case shall a custodian be paid less than one hour of overtime; nor shall a custodian be required to work more than a total of ten hours per day.

Section 4-12. In case of a vacancy or absence, a substitute shall be called. If no substitute is available, regular custodians shall be required to work overtime to complete the work assigned to the vacant position.

Section 4-13. When possible, unused portions of buildings shall be closed off.

ARTICLE V

CUSTODIAN RIGHTS

Section 5-1. Individual custodians shall have the rights described in the current State of Michigan General School laws, and Act 379 of the Public Acts of 1965. Full rights as a private citizen shall be guaranteed.

Section 5-2. An individual custodian, group of custodians or the Union shall present complaints relating to wages, hours or conditions of employment which are not covered by this master agreement to their immediate supervisor for adjustment. The Board agrees to make every effort to adjust any controversy or disagreement arising out of such a complaint in an amicable manner. Should such complaints remain unresolved, they should form a proper subject for future negotiations.

Section 5-3. GRIEVANCE PROCEDURES:

- A. A custodian, group of custodians, or the Union may file an oral grievance or a written grievance in accordance with the formal grievance procedure, provided that there is a violation or misinterpretation of any provision of this agreement. All parties to a grievance, either formal or informal, shall identify themselves in writing.

Individual custodians may present a grievance and have it adjusted with or without the intervention of the Union, if the adjustment is not inconsistent with the terms of this agreement, however, the Union shall be given opportunity to be present at the adjustment.

- B. Informal Procedure: The following step shall be oral and within the time specified:
1. Any custodian or group of custodians believing there to be a violation as stated above shall discuss same with the building principal or supervisor as appropriate, within ten (10) days from the alleged violation.
 2. If the decision of the principal or supervisor is not satisfactory the custodian or group of custodians may file a written grievance within five (5) days under the formal grievance procedure.

Failure to institute a formal grievance procedure shall be deemed acceptance of the decision at that level.

C. Formal Grievance Procedure:

1. Written grievances shall contain the following information:
 - a. A concise statement of the facts alleging the violation.
 - b. The specific section of this agreement, which is alleged to have been violated.
 - c. A relief requested.
 - d. The signature or signatures of all of the grieving parties.
2. Steps to be followed:
 - a. If the decision of the principal or supervisor is unsatisfactory to the grieving custodian or the Union he or they shall file a written grievance to the administrative assistant or superintendent within five (5) days after the decision of the principal or supervisor. Within ten days of receipt of a grievance, the administrative assistant or superintendent shall schedule a hearing thereon.

Within five days of the hearing on the grievance, the administrative assistant or superintendent shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving custodian or custodians, and filing a copy in a permanent file in the superintendent's office.

- b. If the decision of the superintendent or administrative assistant is unsatisfactory to the custodian or custodians, or the Union he or they shall within ten days of the date of said decision file a written appeal to the Secretary of the Board. If said appeal is filed ten days prior to the next regularly scheduled meeting, the same shall be placed on the agenda of the Board and the custodian or custodians, or Union shall be given an opportunity to be heard on said grievance. In the event that the grievance is not filed within ten days of the regularly scheduled Board meeting, then and in that event, the Board shall place the appeal on the agenda for the next succeeding regularly scheduled Board meeting thereafter.

The Board shall acknowledge receiving the appeal and notify the grieving party or parties in writing of the date of hearing within five (5) days of the receipt of the appeal. Hearings may be postponed by mutual agreement. Failure to appear at a properly scheduled hearing shall constitute forfeiture of the grievance.

The Board shall have the right in its sole discretion to schedule special Board meetings for processing an appeal at any time.

Within ten days after the hearing on said appeal the Board shall render its decision in writing with a copy transmitted to the grieving custodian or custodians and the Union, and a copy thereof shall be placed in a permanent file in the superintendent's office.

- c. If the decision of the Board is unsatisfactory to the custodian or custodians involved, he or they may file through the Union a request for mediation with the Michigan Labor Mediation Board. Such request shall be filed within fifteen days of the Board's decision in step b., above.
- d. Within fifteen days after the termination of mediation either the Union or the Board may, by written notice to the other party elect to submit a grievance to arbitration. The Secretary-Treasurer and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for Arbitration by the Union. The Union and the Board shall join in asking the Michigan Labor Mediation Board to submit a panel of five names. The parties shall then alternately cross off names with the party which brought the grievance to arbitration having first choice until only one name remains and he shall be the arbitrator for that specific grievance. The Arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event he shall make a written decision, and his award shall be binding upon the Board, the Union, and the aggrieved. The Arbitrator shall not alter, add to or subtract from the agreement. The cost of arbitration shall be divided equally between the Board and the Union, except that each shall pay the cost of its own representative.
- e. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should a custodian or group of custodians or the Union withdraw a grievance at any level, or should a custodian or a group of custodians leave the employ of the Board, all further proceedings on said grievance shall be barred.
- f. The term day or days used herein shall mean regular working days.

ARTICLE VI

SENIORITY

Section 6-1. The first thirty working days of employment shall be regarded as a probationary period for all newly employed custodians. This probationary period may be extended for an additional thirty working days at the option of the Board. Custodians who have not completed the probationary period of employment shall not have recourse to the terms of this agreement.

Section 6-2. Seniority shall be accrued and effective on the first working day of employment after the termination of the probationary period (either the thirty-first working day or, at the Board's option, the sixty-first working day), retroactive to the original date of employment.

Section 6-3. Seniority prevails in the layoff, recall and earnings opportunities of custodians. In reducing the work force because of legitimate cause, the last custodian employed shall be the first employee laid off and the last custodian laid off shall be the first employee re-employed. In the laying off and the re employment of laid off personnell, the particular work performed as defined by job description is an important factor.

Section 6-4. The Board shall maintain a master seniority list, listing all eligible custodians in order of seniority without regard to salary or job classification. The Board shall furnish revised copies to the Union and custodians as changes occur.

Section 6-5. Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than three years.

Section 6-6. In the event of a layoff, a custodian so laid off shall be given two weeks notice of recall to work, mailed to his last known address. In the event the custodian fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this agreement, however, the two week time limit may be extended by mutual agreement between the Board and the custodian.

Section 6-7. Stewards shall be granted super seniority for all purposes including layoff and rehire and job preference if such is required by the Union. However, only one steward shall have super seniority for such purposes. The Union shall designate the steward to receive super seniority to the Board in writing.

Section 6-8. Any custodian employed in a classification covered by this agreement, who is or has been transferred to a non-unit position shall not accumulate seniority while he works in the non unit position. If the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his transfer and he shall maintain the seniority he had at the time of his transfer out of the unit.

submit my info for my consideration
to discuss offer to meet
suspended without pay
no warning
To Prison Pursuit
P.M.

DISCIPLINE OR DISCHARGE

Section 7-1. The Board agrees not to discharge or suspend any custodian without just cause. In respect to discharge or suspension, the Board shall give at least one warning notice to custodian in writing mailed to his home address, with a copy of the Union so that the custodian may have an opportunity to make suitable corrections prior to further discipline or discharge, except that no warning notice need be given to a custodian before he is discharged if the cause of such discharge or suspension is (a) dishonesty, (b) drunkenness, (c) recklessness resulting in a serious accident, (d) conviction of a felony (e) a charge of homosexuality, indecent proposals or any other offense involving moral turpitude, (f) falsification of his application for employment, or (g) sabotage of school property.

Discipline or discharge may result if a custodian:

1. Is insubordinate- refuses to do the work assigned to him effectively and cheerfully.

2. Conducts himself in a manner unbecoming a school employee, such as, drinking, cursing, being unkept, stealing, etc.
3. Is disrespectful to his co-workers, supervisors or the public.
4. Lacks sufficient competence in his work assignments to enable him to do the work satisfactorily.
5. Cannot, for reason of poor health, or lack of physical fitness, perform his work satisfactorily.
6. Is charged with any felony or circuit court misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage of property of the employer.
7. Disregards established safety practices.
8. Is absent from work without properly reporting his absence as specified in Board procedures, or without receiving his leave under the provisions of Article III of this agreement.
9. Falsifies any document relating to his compensation, or that of another custodian, including but not limited to the application for employment, time sheets, leave of absence cards and vacation request forms.
10. Through carelessness or negligence, loses school property (particularly keys), damages school property or permits loss or damage to school property by others.
11. Fails to give timely notice of intent to return from a layoff or extended leave of absence.

The warning notice as herein provided shall not remain in effect for a period of more than one year from the date of said warning notice. It is expressly understood that a warning notice given to a probationary custodian shall be considered in full force and effect for one year from the date of said warning notice regardless of the fact that the probationary custodian may achieve seniority status as described in Article VI, Section 1 hereof in the interim.

Discharge shall be in writing, a copy of which shall be given to the head custodian and to the Union. Any custodian may request investigation of his suspension of discharge within ten (10) days of the date thereof. Should such investigation result in the filing of a grievance which results in the suspension or discharge being reversed, the custodian shall be reinstated and compensation for all back pay will be at his regular rate of pay, it being expressly understood that such a custodian shall have no claim for overtime as part of his back pay.

ARTICLE VIII

STEWARDS

Section 8-1. The Board recognizes the right of the Union to designate stewards and alternates from among the custodians. Two stewards shall be designated, one each for the day and evening shifts. Two alternates shall be designated, one each for the day and evening shifts. The Union shall inform the Board in writing as to which custodians have been designated as stewards and alternates. In the absence of the steward from work, the alternate shall exercise his functions. When all custodians are working the day shift, the day shift steward or his alternate has sole authority.

Section 8-2. The authority of the stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following activities:

- REPRODUCTION
- a. The investigation and presentation of grievances to the Board or designated Board representative in accordance with the provisions of this master agreement.
 - b. The transmission of such messages and information as shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 8-3. Stewards or alternates shall be permitted time, not to exceed four (4) hours per month, to investigate, present and process grievances on the school premises without loss of time or pay from their regular working hours. Such time spent in handling grievances during the stewards regular working hours shall be considered as regular working time for the purpose of computing overtime. Time spent in contract negotiations shall be paid in full if during the custodian's regular working hours.

ARTICLE IX

BOARD RIGHTS

The Board on its own and electors of the school district behalf retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

ARTICLE X

NEGOTIATION PROCEDURES

Neither party shall have any control over the selection of the negotiation representative of the other and each may select its own representatives. No final agreement between the parties may be executed without ratification by the Board and by the members of the Union, but both parties agree that representatives selected by each shall be empowered with the authority to make proposals, in the courses of negotiations, subject only to such ultimate ratification.

ARTICLE XI

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this agreement and of any rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of

invalidity or restraint.

ARTICLE XII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE XIII

EQUIPMENT, ACCIDENTS AND REPORTS

Custodians shall operate only vehicles or equipment that is in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this agreement where employees refuse to operate defective equipment unless such refusal is unjustified.

Custodians shall immediately report all defects of equipment to their immediate supervisor. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one copy to be retained by the employee.

Custodians will not undertake to perform any activity involving dangerous conditions of work or danger to a person or property or in violations of an applicable statute, court order, or governmental regulation relating to safety of person or equipment. If he does so, such custodian will be subject to disciplinary action.

ARTICLE XIV

ANNOUNCEMENTS

Union announcements will be permitted after custodial staff meetings are completed.

ARTICLE XV

TERMINATION OF AGREEMENT

Section 15-1. This agreement shall be in full force and effect from July 1, 1971 to and including June 30, 1974, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least 60 days prior to date of expiration.

Section 15-2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least 60 days prior to the termination of any subsequent contract year, advising that such party desires to continue this agreement but also desires to revise or change terms of conditions of such agreement.

Section 15-3. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this agreement

the parties agree to start negotiations at least 45 days before the expiration or amendment date of this agreement.

Section 15-4. In the event of an inadvertent failure by either party to give the notice set forth in Section ,1, 2, and 3, of this Article such party may give such notice at any time prior to the termination or automatic renewal date of this agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this agreement shall be the 61st day following such notice.

WIKI-51-110
10-11-11

SCHEDULE "A"

SALARY

Section A-1. 1971-72 Custodial Salary Schedule.

Probationary employees.....\$3.00 per hour.

All regular employees-Effective 7-1-71.....\$3.63 per hour.

Section A1-2. For the 1972-73 and 1973-74 fiscal years.

Both the probationary and regular custodian rates shall be adjusted by a factor equal to the percentage gain or loss in the U.S. Consumer Price Index all items summary of retail prices, as published by the U.S. Department of Labor, for the preceding twelve months April, to April, plus \$.05 per hour. For 1972-73, this percentage is to be determined by comparing April 1972 with April 1971, For 1973-74 this percentage is to be determined by comparing April, 1973 with April 1972.

If the millage proposal on the August 23, 1971 election is approved, the salary rate will be adjusted to \$3.71 per hour for all regular custodians retroactively to July 1, 1971.

SPECIAL INCREMENTS:

Head Custodians for Junior High shall receive an additional \$.12 per hour.

Head Custodians for Senior High shall receive an additional \$.16 per hour.

LONGEVITY:

5 through 9 years experience credit - 2% of the highest step for his classification - additional

10 through 14 years experience credit - 4% of the highest step for his classification - additional

15 years or more experience credit - 6% of the highest step for his classification - additional.

Section A-2. The normal work week shall be Monday through Friday. Any custodian regularly scheduled to work on Saturday and/or Sunday shall be entitled to \$.25 per hour premium pay for Saturday and/or Sunday work. Any position to be scheduled for Saturday and/or Sunday work shall be posted as provided in Article IV, Section 6 of this agreement.

IN WITNESS WHEREOF THE parties hereto have hereunto set their hands and seals this _____ day of _____ 19__ AD.

EMPLOYER

HOLT PUBLIC SCHOOLS

UNION

LOCAL UNION NO. 580, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA.

By _____

By _____

APR 23 1974

Kahl

NON-K-14

LOCAL UNION NO. 200 DISTRICT WITH
A THIS INTERNATIONAL PROVISION OF
THE NATIONAL CHARTER, WORKINGMEN
AND OTHERS OF ALL RACES

EMPLOYER
NORTH FORT LINDSEY SCHOOLS

NON-K-14
BPM