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*Hudson Area Schools*

**A G R E E M E N T**

**between**

**HUDSON AREA SCHOOLS**

**HEREINAFTER referred to as the "Employer"**

**and**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547, 547 A, 547 B, 547 C, AFL-CIO**

**HEREINAFTER referred to as the "Union"**

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August 1974

*Local # 547 I. U. O. E.  
13020 Puritan Avenue  
Detroit, Michigan 48227*

CUSTODIAN  
(Series 4000)

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Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

Union Recognition, Agency Shop and Check Off 4202

Union Recognition 4202.1

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "employee" as used here-in, shall include all Building Engineers and Custodians, employees of the Employer.

Agency Shop 4202.2  
4202.2a

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within Ninety (90) calendar days of the effective date of this Agreement, or within Ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

4202.2b

An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than Sixty (60) Calendar days in arrears of payment of such dues (or fees).

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4202.2c

Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within Thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer by the Union.

4202.2d

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

4202.2e

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

4202.2f

The Employer agrees that, upon hiring any new employees who are not members of the Union, or who are not paying towards the administration of this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

4202.2g

In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment and would be required to pay an amount equal to the regular monthly dues.

4202.2h

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon claims made by the Union that an employee must be discharged because he has not complied with this Section of Agreement.

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Check-Off

4202.3

The Union shall submit to the Employer a statement of the amount due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the 15th day of each month, following that which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

Rights of the Board of Education

4203

Legal Rights

4203.1

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

Management

4203.2

To the executive management, add administrative control of the school system and its properties and facilities, and the activities of its employees during the school day.

Employment

4203.3

To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

Limitation

4203.4

To determine work load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement. The exercise of the foregoing rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Changes

4203.5

The Board of Education has the right to change its policies, including those policies which effect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the Agreement.

Non Discrimination

4204

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

Visitation

4205

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

Stewards

4206

The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, after arrangements have been made with his Supervisor.

During his term of office, the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off and recall only; provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

Safety Practices

4207

Job Hazards

4207.1

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places or work, which are not recognized as a part of the employees normal jobs.

Employee Responsibility

The employee will also be expected to inform, in writing, the Employer of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

4207.3

Investigation

The Employer, upon notification of an alledged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alledged unsafe condition is found to be a hazard to the employee.

4208

Jurisdiction

Employees of the Employer not covered by the terms to the Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, Experimentation or in cases of emergency, except in the cases of the Grounds Maintenance Man and the temporary help who shall continue to perform work as has been historically performed in past years provided there is no discrimination against the employees covered by the Agreement.

4209

Contractual Work

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting be used to avoid the performance of work covered under this Agreement.

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Seniority 4210

Probation 4210.1

A newly hired employee shall be on a probationary status for Ninety (90) calendar days. The probationary period shall be Ninety (90) calendar days taken from and including the first working day. If at any time prior to the completion of the Ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

Benefits to Date of Hire 4210.2

After satisfactory completion of the probationary period seniority and all members pertaining to benefits shall be retro-active to date of hire.

Lay-Off Recall or Demotion 4210.3

Employees shall be laid off, recalled or demoted according to their seniority in their classification previously held by the employee provided, the senior employee is qualified to hold the position held by the least seniority employee.

Loss of Seniority 4210.4

An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.
3. He is absent for one (1) working day without notifying the Employer and/or without good and sufficient reasons.

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Custodians (con't)

Supervisory Position 4210.5

Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

List Annually 4210.6

An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employees location and classification. Seniority in classification shall be as of date of entry into the classification.

Transfer and Promotional Procedures 4211

Notice 4211.1

Notice of all vacancies and newly created positions shall be posted on employee bulleting boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

Pay Admusement 4211.2

Any employee temporarily transferred from his classification to another classification within the bargaining unit for three (3) working days or longer shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred retroactive to date of transfer at the pay rate of the higher paid classification.

Custodians (con't)

Temporary Transfers

4211.3

Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) day time period, the position shall then be considered an open position and posted for bidding from interested employees.

New Jobs

4212

Establish New Position

4212.1

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

Notification

4212.2

The employer will notify the Union in writing of such new or changed job, and will within thirty (30) calendar days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

Negotiation

4212.3

If the Union does not wish to meet the rate and classification established by the employer will become permanent during the life of this Agreement.

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Retro-Active to date of hire 4212.4

Any rate adjustment so negotiated will be retroactive to date of hire.

Salary Schedule 4299 4212.5

Rate and Classification will become a part of Schedule A (4299)

Discipline Discharge 4213

Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or wilfull violation of agreed upon Employer's rules.

Leaves 4214

With Pay 4214.10

Sick Leave Bank 4214.11

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit.

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Sick Leave

4214.12

Sick leave shall be granted to an employee when he is unable to perform his duties because of personal injury, personal quarantine or for medical, dental or optical examination or treatment. Sick Leave shall also be granted when a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when the presence of the employee at his employment position would jeopardize the health of others.

Funeral - Family

4214.13

All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, meaning, father, mother, sister, brother, husband, child, wife, parent-in-law or any other member of the family or household who has clearly stood in the same relationship as any of these. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.

Funeral - Other

4214.14

Employees may be granted one-half (1/2) day, with pay, to attend funerals of non-family members when it is mutually agreeable to the Employer and the employee.

Personal Business

4214.15

All employees shall be entitled to a total of two (2) days per year, for personal emergency and/or business leave which shall be deducted from the sick leave, but these two (2) personal business days shall not effect the bonus vacation plan. The purpose of this leave is to relieve the employee of financial hardship in situations over which they have no control. Personal Business means an activity that requires the employees presence during the work day and is of such a nature that it cannot be attended to at another time of the day.

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Personal Business - Application 4214.16

Application for personal business leave, containing the reasons for the leave, must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency when a shorter notice may be acceptable.

Jury Duty 4214.17

Employees requested to appear for jury qualification or if they are subpoenaed as a witness in a trial shall be expected to present their per diem payment to the Board of Education. If the employee meets these requirements, he shall be then paid his regular rate of pay for the time he is on such leave by the Employer. The employee shall have the right to any expense monies provided.

Without-Pay 4214.20

Unable to Report for Work 4214.21

An employee who, is unable to report for work and has exhausted all means of compensation from the employer, shall be granted a leave of absence up to one year, provided he promptly notifies the employer of the necessity thereof, and provided further that he supplies the employer with a certificate from a medical or osteopathic doctor of the necessity for such absence.

Family 4214.22

Leave of absence shall be granted up to one year for required prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same household. All procedures provided in 4214.21 will apply.

Training 4214.23

Leaves of absence shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

Custodians (con't)

Maternity

4214.24

An employee that becomes pregnant will immediately inform the employer of such and may continue employment provided a certificate from her physician gives such permission and any restrictions on the nature of the work that she may be able to do is so specified. A leave will be granted up to one year upon the advice and approval of her physician. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to return to her position. Any action taken by the employer, because of the unique situation of each and every case, will not be subject to a grievance, unless clearly in violation of the expressed term of this contract.

Military

4214.25

The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Union Office

4214.26

Any employee in the bargaining unit who is elected or appointed to full-time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

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Seniority

4214.27

An employee who meets all of the requirements as here-  
inbefore specified shall be granted a leave of absence  
without pay and he shall accumulate seniority during  
his leave of absence and he shall be entitled to resume  
his regular seniority status and all job and recall  
rights.

Application

4214.28

All reasons for leaves of absence shall be in writing  
stating the reason for the request and the approximate  
length of leave requested, with a copy of the  
request to be maintained by the Employer, a copy  
furnished to the employee and a copy sent to the Union.  
Leaves of absence may be granted at the discretion of  
the Employer for reasons other than those listed above  
when they are deemed beneficial to the Employer.

Falsification

4214.30

An falsification or attempt to circumvent the  
provisions of leaves provided in this Article will  
be grounds for dismissal.

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<u>Grievance Procedure</u>	<u>4215</u>
<u>Definitions</u>	<u>4215.1</u>
<u>Grievance</u>	<u>4215.2</u>

A grievance shall be defined as an alleged violation, misinterpretations, or misapplication of the express terms of this Agreement.

<u>Timing</u>	<u>4215.3</u>
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The time elements in the steps can be shortened or extended upon mutual agreement between the parties.

<u>Work Days</u>	<u>4215.4</u>
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Working days shall be defined as those days that the Supervisor is available to receive the grievance.

<u>Safety</u>	<u>4215.4</u>
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A grievance concerning alleged safety hazards may be processed directly to Step Three of the Grievance procedure, providing all procedures of 4207 are followed.

<u>Limitation</u>	<u>4215.6</u>
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Any employee grievance or Union grievance not presented for disposition through the grievance procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to the date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

4215.7

Any employee having a grievance shall discuss the grievance informally with his supervisor and then if the grievance is not settled orally the employee may request a meeting with the Steward. The Steward then may submit the grievance in writing to immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Steward shall sign the grievance.

Step Two

4215.8

The Supervisor of Buildings and Grounds shall then within two (2) working days meet with the Steward to discuss the grievance. The Supervisor of Buildings and Grounds shall then give his decision in writing within two (2) working days of his meeting with the Steward.

Step Three

4215.9

Any appeal of a decision rendered by the Supervisor of Buildings and Grounds shall be presented in writing and state the reason or reasons why the decision of the Supervisor of Buildings and Grounds was not satisfactory.

Step Four

4215.10

The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) days following receipt of the appeal. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

Step Five

4215.11

If the decision of the Superintendent of Schools is unsatisfactory, an appeal must be presented in writing relative to the grievance within five (5) working days

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of receipt of the decision of the Superintendent of Schools to the Board of Education. The appeal must be in writing stating the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory. The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) days from the date of the receipt of the appeal. The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six

4215.12

If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, or advisory arbitration.

The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

Step Seven

4215.13

If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) days from the date of conclusion of the last meeting of mediation, the grievance may be submitted to Arbitration. The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination and thereafter eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.

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The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

The fees and expenses of the Arbitrator shall be borne equally by the parties.

The Arbitrator shall render his decision in writing no later than thirty (30) days from the conclusion of the arbitration hearing.

Binding Decision

4215.14

The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union, (unless found contrary to law by a court of competent jurisdiction.)

Hours and Work Week

4216

Regular Hours

4216.1

Week

4216.1a

The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

Day

4216.1b

The normal work day shall be eight (8) consecutive hours plus an unpaid lunch period which shall be mutually agreeable to the employee and the Employee.

Change

4216.1c

There shall be no change in the work schedule of the employees unless such change is mutually agreeable to the employee and the Employer. This provision would not apply when employees would change their hours due to the periods of the year when there would be no school in session.



Custodians (con't)

When special maintenance duties or specific assignments that would deviate from the employee's normal work schedule would be required the Supervisor of Buildings and Grounds shall give such assignments to the Building Engineer of that respective building in writing.

Overtime will be Paid as Follows: 4216.2

Time and a Half 4216.2a

Time and one-half ( $1\frac{1}{2}$ ) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.

Double Time 4216.2b

Double time will be paid for all hours worked on Sunday, when such hours are overtime. (Note 4216.5).

Rest Periods 4216.3

Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen minute rest period during the second four (4) hours worked per day.

Call Back 4216.4

When ever an employee is required to return to work after completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half his regular rate or a minimum of two hours pay at his straight time hourly rate, whichever is the greater.

Distribution of Overtime 4216.5

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work as follows:

Custodians (con't)

1. In the event of a breakdown of the equipment in the building or the need to take care of a problem in the building.
2. When non-school groups use the buildings and are paying for use of facilities.
3. School or civic groups of forty or more use the kitchen, cafeteria, or gym area.
4. Immediately before vacation periods, overtime will not be authorized unless the facility is being used for instructional purposes the following school day.
5. Graduation Sunday will not be paid at the rate of double time but at the regular overtime rate of pay provided such hours are overtime.
6. In the event that an employee has an excused absence due to illness during the work week these hours shall be counted as hours worked for computing overtime payment.

Notification

4216.6

An employee shall be expected to notify their supervisor in the event that he is not able to report to work or is leaving before completion of his regular assigned hours, as soon as possible.

Holidays

4217

Paid Holidays

4217.1

The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day  
New Year's Day  
Memorial Day  
July Fourth  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
Good Friday

Custodians (con't)

Triple Time 4217.2

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

Equivalency - Vacation or Sick 4217.3

If an employee is on vacation or sick-leave on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or he shall receive eight (8) hours regular pay for the holiday.

Equivalency - Weekend 4217.4

When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the Holiday off with pay; in the event that the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall then be granted a day off at a later date that is mutually agreeable to the employee and the Employer.

Medical Proof 4217.5

Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

Hospitalization 4218

The Board of Education will pay up to \$52.00 a month for hospitalization, from either M.E.A. or Blue Cross-Blue Shield, upon authorization of the employee.

Custodians (con't)

Vacations 4219

Eligible Amounts 4219.1

All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; after two (2) years of service said employee shall receive two (2) weeks vacation with pay. After five (5) years, three (3) weeks and four (4) weeks after fifteen (15) years. During the first year of employment, an employee shall receive pro-rated vacation from his date of hire until June 30th, at the rate of the proper pro-rated amount of time based on his months of service.

Eligibility 4219.2

To be eligible for a vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours.

Pro-rata Amount 4219.3

Employees terminating employment or on a leave of absence shall receive pro-rata amount vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between July 1st and his termination date, providing the employee has given the Employer a minimum of two (2) weeks notice prior to the date he terminates his employment. One (1) year or more of employment is necessary to qualify for this provision "and every year thereafter his years of service will be based on June 30th with credit given for 9 months or more of service the first year."

Utilization of Time 4219.4

Vacation will be taken at five (5) work days at a time unless two weeks prior arrangement is made with the supervisor. All vacations will be scheduled between July 1st and June 30th.

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Rotation Covering Holiday

4219.5

Vacation time that is scheduled over a holiday period shall be rotated according to seniority among all of the employees covered by this agreement.

Bonus Plan

4219.6

All employees who have a minimum of two (2) years vacation credit may earn additional vacation days annually according to the following schedule:

<u>Days absent during year</u>	<u>No. of days bonus vacation</u>
0	5
1	5
2	4
3	3
4	2
5	1

Uniforms

4220

The Employee shall be provided with three (3) uniforms per employee with laundry the responsibility of the employee and replaceable upon need.

Benefits

4221

It is agreed between the parties that any employee who is covered by this Agreement and works less than the established hours in his classification shall be entitled to a pro-rated portion of all of the benefits as provided under this Agreement, based on the hours the employee works for the Employer.

Classification and Compensation

4222

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, attached hereto and made a part hereof by reference.

Binding Effective Agreement 4223

This Agreement shall be binding upon the parties hereto, their successors and assigns.

Pay Computation 4224

All new employees pay will be held back for two (2) weeks for the basic hours worked and these two (2) weeks pay will be paid upon termination. It is also further agreed that all overtime payment will be delayed two (2) weeks.

Scope Waiver and Alteration of Agreement 4225

Alteration 4225.1

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees unless executed in writing between the parties hereto and the same has been ratified by the Union.

Waiver 4225.2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Invalid Article 4225.3

If any Article or Section of this Agreement or any supplement 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 by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually, satisfactory replacement for such Article or Section.

Custodians (con't)

Effective Date

4226.5

The effective date of this agreement is July 1, 1974,  
IN WITNESS WHEREOF: the parties hereto have caused  
this instrument to be executed.

No Strike

4228

"Accordingly, the Union agrees that during the term  
of the agreement, it will not direct, instigate,  
participate in any strike against the Board by any  
employee or group of employees without loss of all  
benefits, economic and otherwise, provided by this  
contract."

HUDSON BOARD OF EDUCATION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#547, AFL-CIO

Phillip L. Hart  
President of the Board

D. J. Herman  
Chief Negotiator

Robert B. Ross  
Business Manager

Richard Pennell  
President

J. Ardau  
Secretary

jd  
August 1974

SCHEDULE A

SALARY SCHEDULE

4229

<u>Classification</u>	<u>Hourly Rate</u>	<u>1974-75</u>
Building Engineer High School	\$	4.05
Building Engineer Junior High School		3.95
Building Engineer Elementary		3.84
Utility Custodian		3.63
Custodian		3.48

Probationary employees will receive during their Ninety (90) day period 30¢ an hour less than as provided above.

Michigan Employee Retirement at 5% will be paid by the Board of Education.

jd  
August 1974