

Iron Mt. 30, 1971

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1969, by and between the IRON MOUNTAIN AREA PUBLIC SCHOOLS, party of the first part and hereinafter termed the "EMPLOYER" and Local Union No. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, and hereinafter called the "UNION".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

RECOGNITION AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

SECTION 2. Union membership shall be available to all employees on the same generally applicable terms and conditions and any employee upon tendering payment of a sum equivalent to the regular initiation fee and dues shall be considered to be in compliance with the above requirements.

SECTION 3.

(a) The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum.

(b) The Employer shall add to the list submitted by the Union, the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

(c) Where an employee who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

(d) The Employer will recognize authorization for deduction from wages and transmit to the Union or such other organization as the Union may request if mutually agreed to.

SECTION 4. The Employer agrees to respect the jurisdictional rules of the Local Union and shall not direct nor permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Iron Mountain Public Schools

work of the employees in said units, as long as it does not interfere with the educational process. Educational process shall include concerts, plays, carnivals, athletic events and disciplinary actions.

ARTICLE II

EXTRA-CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively 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 employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

ARTICLE III

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE IV

SENIORITY

SECTION 1. Strict seniority rights shall prevail. A listing of employees arranged in the order of their seniority shall be posted in a conspicuous place on the job. Any disagreement shall be submitted to the Grievance Procedure. All new employees will be required to serve a six (6) months probationary period.

SECTION 2. In case of a reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with seniority and qualifications. In filling vacancies, or making promotions, preference shall be given to employees according to their seniority standing and qualifications.

SECTION 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two years. In the event of a layoff, an employee so laid off shall

be given two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

ARTICLE V

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union and Steward Committee, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty, immorality or drunkenness while on duty, or failure to report for any period of three (3) days without proper doctors certification or sick call to immediate supervisor or principal of the school. The warning notice as herein provided shall not remain in effect for a period of more than one (1) year from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within five (5) days by written notice and a final decision reached within sixty (60) days from the date of discharge or suspension.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that, except where in this Agreement otherwise stated to the contrary, all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided, and there shall at no time be any lockouts, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work except as permitted hereunder or by applicable law.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Should any grievance(s) arise, the same shall be brought to Step 1 of the Grievance Procedure by the affected employee(s) within five (5) days of occurrence.

STEP 1 - By conference between the aggrieved employee, the Steward Committee or both and his immediate superior.

STEP 2 - By conference between the employee(s), Steward Committee, said supervisor and the superintendent (or the latter's designee).

Steps 1 and 2 shall be completed within three (3) days. If not settled through Step 2, the employee(s) shall reduce such grievance to writing, delivered to the superintendent (or latter's designee). Not later than ten (10) days after delivery of such grievance, Step 3 shall be given effect.

STEP 3 - By conference between the Board of Education and such Union representative as is designated by the Union.

STEP 4 - In the event the grievance is not settled through Step 3, it shall be referred to the State Labor Mediation Board for mediation to the extent made mandatory by applicable law.

SECTION 3. Stewards Committee shall meet with the School Board once per month (if requested by either party) to discuss any problems that might arise.

ARTICLE VII

STEWARDS COMMITTEE

The Employer recognizes the right of the Union to designate Stewards Committee and alternates.

The authority of the Steward Committee and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information,
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any interference with the Employers' business.

The Steward Committee and alternates have no authority to take strike action or any action interrupting Employer's business.

The Employer recognizes these limitations upon the authority of the Steward Committee and their alternates and shall not hold the Union liable for any unauthorized acts.

The Employer agrees to permit the Steward Committee to post notices and maintain designated Union Bulletin Boards within the business establishment or premises when expressly authorized to do so by the Union.

One member of the Stewards Committee shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during regular working hours; and where mutually agreed to by the Union and employer, off the property or other than during his regular schedule without loss of time or pay.

ARTICLE VIII

ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from both Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. (This shall include prolonged illness of employee or employee's immediate family, and after sick leave has run out,) Permission for extension must be secured from both Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. The employee must make suitable arrangements for continuation of health and welfare and pension payments, if in force, before the leave may be approved by either Union or Employer. The period of absence shall be deducted from vacation credits of the employee.

ARTICLE IX

LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 1. No union member shall be empowered to call or cause an strike, work stoppage or cessation of employment of any kind whatsoever, subject to discharge. (THE Union shall not be liable for any such activities.)

SECTION 2. The authority of the Steward Committee shall be limited to acts or functions which said Steward Committee is expressly authorized to perform by the Executive Board of the Local Union as cited in Article VII.

ARTICLE X

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE XI

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty.

ARTICLE XII

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full once each

month. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union Representatives. There shall be full recognition and compliance of this section with the Iron Mountain Area Public Schools' new contract to conduct all payroll deductions and other accounting procedures to the computerized payroll system as of July 1, 1968.

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union Label. The Union emblem or insignia may be sewn on the uniform.

ARTICLE XIV

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency respectively, shall upon termination of such service be re-employed in lines with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE XV

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Rider thereto shall 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 pending final determination as to its validity, the remainder of this contract and of any Rider thereto, 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 affected 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 negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all

legal recourse in support of its demands.

ARTICLE XVI

INSPECTION PRIVILEGES

The Business Representatives of the Union shall be permitted with due notification to the administration office at all times, to enter upon the Employers' premises and shall have access to the firm's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and inspecting time cards, log books and payroll records of the employer for the purpose of determining that the terms of the Agreement are complied with.

The employer shall furnish records to the Union upon request.

The School Board shall provide a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

ARTICLE XVII

SAFETY

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute, or court order or governmental regulation relating to safety of person or equipment.

ARTICLE XVIII

WORKMEN'S COMPENSATION

The employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Workmen's compensation protection for all employees, even though not required by State Law.

ARTICLE XIX

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 1969, to and including June 30th, 1971.

SECTION 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" attached hereto may be reopened for negotiations between the parties July 1, 1970, (see Page 1 of Schedule "A"), provided that the party desiring to reopen serves notice in writing upon the other party, at least sixty (60) days prior to July 1, 1970. If not such notice is given, the said Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to

any lawful recourse in support of its demands.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IRON MOUNTAIN AREA PUBLIC SCHOOLS

TEAMSTERS & CHAUFFEURS UNION LOCAL 328

BY _____

BY _____

James A. Klungriss

Walter Bietel

Richard Wesley

SCHEDULE "A"

WORK WEEK AND WORK DAY: The regular work week shall be Monday through Friday, consisting of five (5) eight (8) hour days, except as otherwise provided for hereafter, except for one employee whose work week shall consist of five (5) eight (8) hour days, Tuesday through Saturday. The employee who works Friday night and Saturday morning be given the first opportunity on Friday night and Saturday overtime.

<u>WAGE RATE AND CLASSIFICATIONS:</u>	<u>Hourly Rate Effective</u>	<u>July 1, 1969</u>	<u>July 1, 1970</u>
Bartomamelli, Ernest		\$ 2.71	\$ 2.81
Bastian, Leroy		\$ 2.56	\$ 2.66
Carlson, Milton		\$ 2.66	\$ 2.76
Colantonio, Louis		\$ 2.76	\$ 2.86
Erickson, Oliver		\$ 2.86	\$ 2.96
Formolo, Myron		\$ 3.38	\$ 3.48
Grandquist, Carl		\$ 2.56	\$ 2.66
Struebing, Donald		\$ 2.71	\$ 2.81
Johnson, Veletta		\$ 1.85	\$ 1.95
Ozzello, Louise		\$ 1.90	\$ 2.00
VanDamme, Mary		\$ 1.90	\$ 2.00
Bastian, Lorraine		\$ 1.80	\$ 1.90
Anderson, Waldon		\$ 2.56	\$ 2.66

If cost-of-living increase for the period from July 1, 1969 to July 1, 1970 amounts to more than five percent (5%), the contract may be reopened July 1, 1970 for additional increases.

~~Working custodial Maintenance Supervisor shall receive twelve cents (12¢) per hour over his present basic rate.~~ *NO.*

This schedule shall include longevity increases of five cents (5¢) per hour for the fifth (5th) and tenth (10th) years.

<u>WAGE RATES FOR NEW EMPLOYEES:</u>	<u>PROBATIONARY RATES</u>	<u>RATES AT THE END OF SIX MONTHS OF EMPLOYMENT</u>
Head Maintenance	\$ 3.18	\$ 3.28
Head Custodian & Summer Cleaning Supervisor	\$ 2.56	\$ 2.66
Maintenance 1	\$ 2.66	\$ 2.76
Maintenance 2	\$ 2.46	\$ 2.56
Head Custodian	\$ 2.51	\$ 2.61
Custodian I	\$ 2.46	\$ 2.56
Custodian II	\$ 1.70	\$ 1.80

Any new employees or employee entering a new work category as of this date shall start at their present rate listed above, plus any longevity increases for the probationary period. Thereafter they shall receive the rate for the classification into which he or she bid.

These classifications to include all driving that may come as a result of field trips, athletics or special education.

The School System shall pay the full cost of basic and major medical insurance for all custodial and maintenance employees and their families.

The regular night shift proposal shall become an accepted part of this agreement.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater of the two shall be paid at time and one-half the employees regular rate of pay.

During the 'summer months', the employees will be given first priority for work on summer maintenance program and their work week shall be forty (40) hours at their regular salary.

HOLIDAYS: Employees shall receive their regular wages in the weeks the following named holidays occur: New Years Day, Memorial Day, July fourth, Labor Day, Thanksgiving Day, Christmas Day and one-half ($\frac{1}{2}$) day good Friday.

In the event a holiday occurs while an employee is on sick leave, he shall receive holiday pay for the holiday and no charge will be made against his accumulated sick leave. The School Board shall have the right to have any sickness verified by a doctor.

Employees called to work on any of the above named holidays shall receive a one (1) hour call-in guarantee.

VACATIONS: Employees who are in the employment of the Employer for the full calendar year shall be entitled to vacation with pay under the following schedule:

1. Employees who have completed one (1) year of service shall be granted two (2) weeks of vacation without loss of pay.
2. Employees who have completed ten (10) years of service shall be granted two (2) weeks vacation and one (1) additional day for each year worked up to fifteen (15) years.

A vacation list shall be posted during the month of February, at which time employees may make selections of vacation periods according to seniority. From this list a vacation schedule shall be posted.

The February list shall be reviewed by the Stewards Committee and all problems resolved before the list is submitted to the principal.

In the event an employee is unable to complete the full year of employment as required to receive his full vacation and if the cause is for reasons beyond his control; vacation pay will be pro-rated using full months to make the computation.

Vacations shall be granted at any time according to seniority at the discretion of the superintendent, as long as it does not interrupt the normal work schedule.

If a holiday falls within an employees' vacation period he shall be granted an additional day off in conjunction with his vacation period. If a holiday falls on a work day, employees shall not be required to work and shall receive their regular pay for holidays specified above.

SICK LEAVE: Sick leave days will be earned at the rate of one (1) day for each full

month of employment and may be accumulated to sixty (60) days.

Each employee shall be entitled to an accumulation for the unused portion of each year's leave not to exceed sixty (60) days in 1968, Seventy (70) days in 1969, eighty (80) days in 1970 and ninety (90) days in 1971.

Leaves of absence with pay, chargeable against the employees sick leave shall be granted for the following reasons.

1. A maximum of three (3) days per school year for a critical illness or death in the immediate family.
2. One day when emergency illness in the immediate family requires an employee to make arrangements for necessary medical or nursing care. The immediate family will include: children, mother, father, wife or husband.
3. One day funeral leave will be allowed to any member selected as a pall bearer.
4. One day per year shall be provided each full time custodial or maintenance employee as a business leave day to conduct legitimate business, professional and/or family obligations an employee may encounter and cannot meet outside of the regular work day. A statement of purpose shall be given to the building principal two (2) weeks prior to the leave and shall have his full approval, except for emergencies which will be handled directly with the principal. This time shall not be used for the following purposes:
 - (a) applying for other employment.
 - (b) for purposes of outside business interests.

JURY DUTY: A leave shall be granted for jury duty and an employee shall be compensated for any loss in salary that may occur.

The school will notify all employees of sick leave accumulation upon request.

Retirement shall be on the 30th day of June following the employee's 65th birthday.

IN WITNESS WHEREOF, THE PARTIES hereto have hereunto set their hands and seals the day and year first above written.

IRON MOUNTAIN AREA PUBLIC SCHOOLS

TEAMSTERS & CHAUFFEURS UNION
LOCAL NO. 328

BY James A. Klumpp, Sec.

BY Ken Davis

Richard J. Jolley

Bus Agent.

Walter Pietila
