

East Detroit Public Schools
15700 Five Mile Rd.
East Detroit, Michigan

A G R E E M E N T

between

THE SCHOOL DISTRICT OF THE CITY OF EAST DETROIT
MACOMB COUNTY, MICHIGAN

and

Local No. 120 Affiliated with Metropolitan Council No. 23 and Chartered by

THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF
STATE, COUNTRY, AND MUNICIPAL EMPLOYEES

October 1, 1975 to September 30, 1976

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT effective first day of October, 1975 between the SCHOOL DISTRICT OF THE CITY OF EAST DETROIT, Macomb County, Michigan, hereinafter referred to as "Employer" and LOCAL No. 120, affiliated with Metropolitan Council No. 23 and chartered by the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, hereinafter referred to as the "Union".

The School District of the City of East Detroit, Macomb County, Michigan and Local No. 120 affiliated with Metropolitan Council No. 23 and the American Federation of State, County, and Municipal Employees, do this 19th day of January 1976 agree to revise their agreement of October 1, 1974 to September 30, 1975 and amend as follows:

The revisions of this Agreement shall be retroactive to October 1, 1975 which shall include wage increases, shift premiums, overtime, and fringe benefits where applicable.

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

ARTICLE I

PURPOSE AND INTENT

(a) It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees, the Union and the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and co-operative relations between the respective representatives at all levels and among all Employees. All parties to this Agreement recognize and subscribe to the principle that the interests of the students and the citizens of the School District are significant, and neither the Employer nor the Employees can maintain community respect in the absence of excellent and dependable service.

(b) It is mutually agreed and understood that this Contract shall require the signed approval of Local No. 120, the International Union of the American Federation of State, County, and Municipal Employees and the Board of Education of the School District of the City of East Detroit, Macomb County, Michigan, parties to this Agreement, in order to be binding upon the members of the Union and the School District.

ARTICLE II
RECOGNITION

(a) Pursuant to and in accordance with all applicable provisions of Act Number 336 of Michigan Public Acts of 1947 as Amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended up to and including Public Act 282 of 1965, the Employer does hereby recognize Local No. 120 Affiliated with Metropolitan Council No. 23 and the American Federation of State, County, and Municipal Employees as the exclusive representative of all classifications of Operational Employees including Custodians, Maintenance, Cafeteria Employees, and regular part-time Bus Drivers and exclusive of secretaries, clerks, patrol officers and cafeteria managers for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment, for the term of this Agreement.

(b) This Agreement shall be applied uniformly to all Employees within the Bargaining Unit and there shall be no discrimination among the Employees in the Bargaining Unit as regards terms or conditions of employment, subject, however, to the provisions of Article XII and providing further that the President of the Local Union shall be assigned a day shift within his classification. The Parties further agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex, or national origin.

(c) Any employee, other than a day shift employee, who is elected President of the Local Union may remove the man with the least seniority within his classification on the day shift. The man replaced may exercise his seniority within the building to remain or fill the position vacated by the president, unless such position represents a promotion.

ARTICLE III
UNION SECURITY

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or to pay to the Union a sum equivalent to the initiation fees and periodic dues uniformly required by the Union on or before the 60th day following such effective date.

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

(d) Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay to the Union a sum equivalent to the initiation fees and periodic dues uniformly required by the Union for the duration of this Agreement on or before the 60th calendar day immediately following the beginning of their employment in the Unit.

(e) An Employee who shall tender an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership or who pays the initiation fee and a sum equivalent to the periodic dues shall be deemed to meet the conditions of this Article.

(f) Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty days in arrears in payment of membership dues.

ARTICLE IV

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE V

UNION DUES AND INITIATION FEES

(a) Upon filing with the Employer of a written request authorizing payroll deduction, substantially in accordance with the form set forth immediately hereafter, signed by the individual Employee, the Employer will, pursuant to its terms, during the full term of this Agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of such Employee. Check-off deductions shall be deducted from the first pay of the Employee in the month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the Union Financial Officer whose written designation has been filed in the Employer's office as soon as possible after the tenth day of the succeeding month. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member in the Bargaining Unit. The Local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

(b) Form of Authorization for Payroll Deduction:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

By: _____
Last Name First Name Middle Name
(PLEASE PRINT)

To: _____
(Employer)

Effective _____, I hereby request and authorize you to deduct
(Date)
from my earnings the current initiation fee being charged by AFSC & ME Local No. _____ and effective the same date to deduct from my earnings each _____ (payroll period)

a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer _____ (Union Name and Number)

of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and the Employer within (30) thirty days immediately preceding the termination date of the existing Union-Management Agreement, or termination of my employment.

(Employee's Signature) (Street Address) (City and State)
(This space reserved for additional information when required.)

(c) Any dispute arising as to an Employee's membership in the Union shall be a proper subject matter for a special conference. If still unresolved the matter may be decided at the final step of the grievance procedure.

ARTICLE VI
STEWARDS AND UNION REPRESENTATION

(a) The Employees in each group classification shall be represented by one Steward on each shift who shall be a regular Employee working in that group classification and on that shift. During overtime periods an alternate Steward may be appointed by the President of the Union or his designated representative.

- (b) The group classifications are as follows:
- (1) Chief Custodial and Assistant Chief Custodial Employees; Utility Garage Employees
 - (2) Custodial Employees

- (3) Maintenance Employees
- (4) Cafeteria Employees
- (5) Drivers and Grounds Employees and regular Part-Time Bus Drivers
- (6) Junior High/Senior High Day Custodians

ARTICLE VII

SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Local President and a designated representative of the Employer, upon the request of either party. Such meetings shall be between not more than two (2), representatives of the Employer, and by two (2), but not more than two (2) representatives of the Local Union, unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The Local Union members shall not lose time or pay for the amount of time spent in such special conference held during working hours. These meetings may be attended by a representative of the International Union.

(b) The Union representatives may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the special conference.

ARTICLE VIII

GRIEVANCES

(a) A "grievance" is defined to be any difference that may arise between the parties hereto as to:

- (1) Any matter relative to pay, wages, hours of employment, and other conditions of employment.
- (2) Any matter involving the interpretation or violation of any of the provisions of this agreement.

(b) If a question arises as to whether or not a particular claim of grievance is a "grievance" defined in this Article, the Question may be taken up through the grievance procedures herein provided at the written request of either party.

ARTICLE IX

GRIEVANCE PROCEDURE

- (a) If an employee, or the Local Union, has a grievance, it shall be pre-

sented to the Employer within thirty (30) days and processed under the following procedures:

STEP 1

- A. The employee may either contact his immediate Supervisor or his Shift Steward. If he contacts the Shift Steward, the latter shall report the alleged grievance to the employee's immediate Supervisor who shall endeavor to solve or correct the problem. If the employee contacts the immediate Supervisor, the Steward shall be given an opportunity to be present. The immediate Supervisor shall meet with the Steward and/or the employee within three working days from receipt of notice of the alleged grievance. If a grievance is unresolved after an oral meeting, the grievance shall be put in writing and be submitted to the employee's immediate Supervisor within three working days following the oral meeting, and the immediate Supervisor shall respond to the grievance in writing within two working days.
- B. If the alleged grievance is not solved to the satisfaction of the employee, the Chief Steward or his designated representative, shall submit the grievance in writing in duplicate to the Superintendent or his designee, within three (3) working days after receipt of the Supervisor's response. Each grievance shall state the position of the employee, or employees, who feel they have a grievance and the desired action of the Employer.

STEP 2

- A. Within seven (7) working days after receipt of the grievance from Step #1, the Superintendent or his designee shall meet and confer with the Local Union President and the Union Grievance Committee on the grievance. Within five (5) working days after this meeting, the Superintendent or his designee will issue a written disposition of the grievance to the Union President.

If the Local Union President is dissatisfied with the disposition, he shall within seven (7) working days request in writing a hearing with the Board of Education to discuss the grievance or grievances. This hearing shall be scheduled by the Board not to exceed sixteen (16) calendar days following receipt of the appeal from the Union President.

- B. This meeting may be attended by a representative of the Council and/or representatives of the International Union. The Union representative may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the grievance hearing.

STEP 3.

- A. The Board of Education shall answer in writing to the President of the Local Union, within seven (7) calendar days following the meeting of the School Board of Education and the Union. If the answer provided is not satisfactory to the Local Union and the Local Union believes that the answer should be appealed it may refer the grievance

to the Council Representative. The representative of the Council and/or the International Union will review the matter and may within thirty (30) days after the answer referred to above, appeal the grievance to a pre-arbitration panel.

The pre-arbitration panel shall be composed of three (3) representatives of the Employer and three (3) representatives chosen by the Union.

The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process.

The members of the pre-arbitration panel shall arrange for a meeting or meetings to discuss the particular grievance. In the event the panel disposes of the matter it shall cause its disposition to be reduced to writing to be signed by all members of the panel and submitted to the Employer's Designated Representative and the Local Union.

If, after thirty (30) calendar days from the pre-arbitration meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by either party to the American Arbitration Association and be governed by their rules.

Request for arbitration by either party shall be made by written notice to the other party within ten (10) days of the expiration of the thirty (30) calendar day period set forth above.

The Arbitrators decision shall be final and binding on the Board of Education and the Union.

The arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this agreement. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne by the party who loses the arbitration. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party.

- B. It is agreed that during the term of this contract or (during any period of time while negotiations are in progress between the parties for the continuance or renewal of this contract) there shall be no strikes. Strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. Nothing contained herein shall be construed to limit, impair, or affect the right of any public Employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

- C. One steward from each group classification as defined in Article VI shall have not to exceed one half hour per day at the beginning and/or end of his shift (but not to exceed two hours per week) to discuss and investigate grievances with the Employees with the understanding, however, that neither the stewards nor any of the other Employees shall engage in activities during working hours that detract from their productivity except when it is absolutely necessary to discuss a grievance with the Steward in accordance with the above schedule.
- D. Reasonable time as judged by the supervisor of Buildings and Grounds may be allocated to the President and/or Chief Steward to conduct or properly process Union grievances or potential grievances during working hours. However, a full report as to the nature of the grievance or potential grievance and time of processing must be forwarded to the Management.
- E. The Supervisor of Buildings and Grounds may grant additional time, upon request of the Steward involved, to discuss and investigate a grievance. If, in the opinion of the Local Union Executive Board, the Supervisor of Buildings and Grounds unreasonably refuses to extend such time, his refusal shall be subject to grievance procedures commencing at the second step. The nature and number of grievances shall be considered in determining the reasonableness of the decision of the Supervisor of Buildings and Grounds.

ARTICLE X

DISCHARGE, SUSPENSION AND REPRIMANDS

(a) The right to discharge Employees shall remain in the sole discretion of the Employer but no discharge shall be made without just cause. The Employer shall be permitted to post on the Union Bulletin Board a list of some actions which may constitute grounds for discharge, after the list has been discussed with the Local Union President and Chief Steward. It is understood, however, that if an Employee is deemed to have violated the prohibition against striking, his employment may be terminated or other discipline imposed.

(b) Since Union membership is a requisite for employment, discharges may be made for failure to maintain membership. However, the Union agrees to assume responsibility, financial or otherwise, if Employer is required to reverse the discharge and reinstate the Employee.

(c) In the event a member of the Union shall be transferred, laid off or discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such transfer, lay-off or discharge shall constitute a case arising under the method of adjusting grievances set forth above; provided, however, the local President or the Employer may request a special conference prior to commencement of grievance procedures.

(d) An employee shall be notified in writing, with a copy mailed to the Local President and the Chief Steward, of any subject matter which could be considered as detrimental to the Employee's future promotion, transfer, present or future employment. Otherwise, no such subject matter may be used as evidence against such Employee by Employer.

(e) The Superintendent may temporarily suspend an Employee from duty without pay until a meeting of the Board of Education. In the event the suspension is unjust, the Employee shall receive full compensation for all time lost and full resotration of all other rights and conditions of employment.

(f) Past Personnel records of a detrimental nature which occurred more than two (2) years in the past will not be taken into account when considering promotion, discipline and/or discharge of an employee.

ARTICLE XI

SENIORITY

(a) Seniority of Maintenance and custodial Employees shall be determined on an operational School District group basis. Seniority of Cafeteria Employees to be determined on School District Cafeteria group basis. Seniority of regular Part-Time Bus Drivers on a School District regular Part-Time Bus Drivers group basis.

(b) Seniority shall commence after sixty days of employment and shall be retroactive to the day the employee commences work. If more than one employee commences work on the same day, seniority will be determined by the actual time of day that the employee started work. If more than one employee starts work at the same time, the order of hiring shall determine the order of seniority. (Order of hiring shall be defined as the time and date of initial interview.) Temporary or part time employees shall not attain or accrue seniority until and unless they are assigned a full time or regular part time job with the Employer.

(c) Seniority Lists

- (1) Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the Employee.
- (2) The seniority list on the date of this Agreement shall indicate the names and job titles of all Employees of the unit entitled to seniority.
- (3) The Employer shall keep the seniority list up-to-date and shall provide the Local Union membership with up-to-date copies at least every six months.

(d) Loss of Seniority

- (1) Voluntary quitting: The Employer shall be notified two weeks in advance by an Employee voluntarily terminating his employment. Failure of the Employee to so notify the Employer may result in loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give notice;

- (2) Discharge by the Employer unreversed through procedures set forth in this Agreement;
- (3) Absence for three (3) consecutive working days without notification to the Employer in writing, provided this shall not be construed a permissive right for an Employee to voluntarily absent himself from employment, as an Employee is required to give immediate notice to the Employer of any intent to absent himself from work except in case of emergency such as serious illness, death or accident to an Employee or his immediate family. An Employee shall also give notice as promptly as the circumstances permit as to when he will return to work, and the Employer will not be obligated to put him to work on the day he reports without such notice;
- (4) Overstaying a leave of absence, sick leave, or layoff, without justifiable cause.

(e) Temporary Assignments for the purpose of filling vacancies when Employees are on vacation, absent because of illness, etc., shall be granted to that building senior Employee who meets the requirements for such assignment with the exception of secondary schools, where the assistant chief custodian shall replace the chief custodian.

(f) Whenever special school banquets or other school social functions are held that require part-time help, the cafeteria personnel may be given the opportunity to work based upon building, seniority and ability to perform the work.

ARTICLE XII

LAY-OFFS

(a) The word "lay-off" means a reduction in the work force due to a decrease of work.

(b) If it becomes necessary for a lay-off, the following procedure shall be mandatory: Custodial and Maintenance Employees shall be laid off on a School District seniority group basis. Cafeteria Employees shall be laid off on the School District Cafeteria seniority group basis. Regular Part-Time Bus Drivers shall be laid off on a School District regular Part-Time Bus Drivers group seniority basis. Seniority is defined in Article XI.

(c) Employees to be laid off for an indefinite period of time shall have at least five calendar days notice of the lay-off. The Local Union President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

(d) Anything above notwithstanding, and regardless of their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Chief Steward, Assistant Chief Steward, Stewards, Sergeant at Arms and Member at Large shall, in that order, in the event of a lay-off be continued at work on the first open job in the unit which they can perform.

(e) In all cases of increase or decrease of work force, lay-off, or curtailment of positions, full seniority shall be the determining factor in each group classification in the placement of positions.

ARTICLE XIII

RECALL PROCEDURE

(a) If, by reason of curtailment or lay-off, an employee is required to accept a lower position or another classification in order to remain employed the employee shall be given the first opportunity to return to his previous position whenever the position is restored or a vacancy occurs within his group classification. If the employee chooses not to return to the position it will be posted for bid.

(b) When the working force is increased after a lay-off, Custodian and Maintenance Employees shall be recalled according to School District Group seniority basis, and Cafeteria Employees shall be recalled on the School District Cafeteria group seniority basis. Regular part-time Bus Drivers shall be recalled according to School District regular Part-Time Bus Drivers group seniority basis. Notice of recall shall be sent to the Employee at his last known address by registered or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of Notice of Recall, he shall be considered to have severed his employment.

(c) Any employee that is on any recall list shall be given consideration to any vacancy based on 1) past performance, 2) ability to perform the work in the new group, 3) seniority, before consideration will be given to new hires.

ARTICLE XIV

BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate, exclusive of overtime.

ARTICLE XV

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to GOOD FAITH negotiation between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) days following the conclusion of negotiations.

ARTICLE XVI

TRANSFERS, VACANCIES, NEW POSITIONS

(a) If an Employee is transferred to a position with the Employer not included in the unit, and is thereafter transferred to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. An Employee transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) With exception of promotion, the senior applicant within the classification, for a transfer to fill a vacancy on a newly created position, shall have the assignment.

Notice of all vacancies, and newly created positions, shall be posted within five (5) working days after the vacancy occurs on all Union Bulletin Boards in each building for seven (7) working days. Written application shall be filed with the Personnel Office within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period.

(c) Employees transferred to a new location, will remain in that classification and location one hundred and twenty (120) working days until they are eligible for another transfer to a new location. This will not deny employees the right to promotion during this period of time.

ARTICLE XVII

PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority, ability and past performance. Present employees will be given preference over outside employees in promotions. Job vacancies shall be posted for a period of seven working days setting forth the job title, specifications, location and qualifications for the position in a conspicuous place in each building. Employees interested shall apply within the posting period. The position shall be filled within seven working days after the termination of the posting period.

(b) Promotion is construed to be any position that provides an increase in base pay.

(c) An Employee shall procure a low pressure boiler operator's license before he shall be considered for promotion to Assistant Chief Custodian and Chief Custodian.

(d) Employees granted a promotion shall be considered to be on a trial period for forty-five (45) work days, in their new assignment in which to demonstrate their ability to satisfactorily perform the duties of the job. In the event the employees are deemed unsatisfactory they shall be so notified in writing by the Personnel Office. Such notice shall give the reasons for the determination of their rejection for the promotion, then that determination may be processed through the grievance procedure.

If the employees elect to reject the promotion or they are deemed unsatisfactory after the process of the grievance procedure during the forty-five (45) work day trial period they shall return to the same classification and location held prior to their promotion.

When the promoted employees are moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the employees being promoted satisfactorily complete their trial period and become regularly assigned to the other job. During the vacated period, the senior employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay. Should the senior employees within the building decline to fill the temporary vacancy, then employees by district seniority will have the option to fill said vacancy and be paid the higher rate of pay.

(e) Increments

An employee who receives a promotion shall receive his previous wage plus one-half (1/2) of the difference between his previous wage and the maximum wage applicable to his new position for the first forty-five (45) working days.

ARTICLE XVIII

VETERANS

(a) Reinstatement and re-employment rights of veteran Employees shall be governed by applicable Federal and State Laws.

(b) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation but with continuance of seniority, for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal Laws then in effect.

(c) Employees who are in some branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve pay and their regular pay with the School District when they are on full time active duty in the Reserve or National Guard (provided proof of service and pay is submitted) for a maximum of two weeks per year, except in the case of an emergency approved by the Employer who may extend time.

ARTICLE XIX

LEAVE OF ABSENCE

(a) Leaves of absence for reasonable periods, not to exceed one year (except for item 4), shall be granted without loss of seniority upon written request for:

- (1) Service in governmental agency, state or nationally recognized professional, labor, social or fraternal organization which the Employee has been formally designated to represent;
- (2) Maternity leave: A leave of absence without pay shall be granted to a female Employee because of pregnancy.

This Employee shall be allowed to continue her employment until such time as agreed upon by the Employee and her physician, providing she is physically able to perform her duties.

The Employee shall furnish notice to the building principal ten days prior to beginning leave.

An employee on maternity leave shall return to her duties six weeks after birth of the child upon presentation of a doctor's certificate that the employee could assume the assigned duties without detriment to her health.

Extension of leave may be granted up to a maximum of one year after the birth of the child.

If, at any time during the pre or post-natal period, there is a dispute between the Employee and the Board as to her ability to perform her duties, the Board may request a neutral physician to determine whether the Employee is able to perform her duties. In the event a conflict of opinion exists between the two physicians, Management and the Union agree to share the expense of a physical examination of the Employee at Ford Hospital or University Hospital, Ann Arbor. The results will be final and binding on both parties.

- (3) Illness leave;
- (4) Serving in an appointed or elected position with the Council or International Union, leave shall be granted for not to exceed the number of years the employee has been with the School District and his seniority shall continue with the School District.
- (5) Prolonged illness in immediate family - Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the Employee's household shall be included in the Employee's "immediate family". Upon request of an Employee, the Employer may grant leave allowance even though the person who is injured, ill or deceased is not within the Employee's "immediate family".

- (6) Leaves may be extended for not to exceed one year by the Employer for good cause;
- (7) Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay and leave allowance but may be required to submit an evaluation of such visit, conference or meeting.

(b) One delegate per each one hundred (100) members (or portion thereof) of the Local Union elected to attend a function of the International Union, such as Conventions or conferences, shall be allowed time off with pay to attend such conferences and/or Conventions not to exceed three working days annually per delegate, or six (6) working days bi-annually per delegate.

(c) Leave for National Defense in excess of two weeks - An Employee absent from duty because of service in the military forces of the State of Michigan or the United States shall be considered on leave without pay, but shall be entitled to all salary schedule increments, excepting sick leave allowance, as if he were not absent from duty providing he returns to duty within sixty (60) days after release from such military service;

(d) The employee shall be reinstated at the termination of his leave. If no job is available, the Employee with the lowest seniority in the returning Employee's classification shall be laid off (subject to the provision of Article XII (d)).

(e) A request for leave shall be answered by the Employer in writing within fourteen (14) working days from receipt of the request by the Supervisor of Buildings and Grounds.

ARTICLE XX

SICK LEAVE

(a) Each Employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the Employee receives pay in his regular yearly position. Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such Employees shall not accrue any more days unless working. An Employee's absence shall be chargeable to his accumulated sick leave allowance. An Employee while on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

(b) Sick leave bonus plan will be paid to the employees on the following schedule:

<u>Dollars</u>	<u>Days by June 30, 1976</u>
\$300.00	160 or more
One-half of the Employee's current wage shall be) paid by June 30 of each year for days accumulated) beyond one hundred fifty (150) days and not used.) or \$225.00 whichever is greater.)	150 to 159 days
\$225.00	108 to 149 days
\$150.00	72 to 107 days
\$75.00	36 to 71 days

(c) Upon proof of retirement through the Michigan Employment Retirement Act, an Employee shall be paid a sick leave allowance accumulated to June 30, 1961, in accordance with the following formula:

1960-61 school year rate or salary times 85% times the number of accumulated sick leave days. If at the time of retirement, sick leave allowance, accumulated to June 30, 1961 has been reduced at any time because of absence from duty for any reason stated in this contract the Employee's severance pay shall be reduced accordingly.

(d) In the event of death, accumulated sick leave allowance shall be paid to the Employee's estate or beneficiary at the same rate and condition as would accrue on retirement.

(e) Upon proper notice to the Superintendent, or someone designated by him, Employee's absence due to the following causes may be charged against accumulated sick leave allowance:

- (1) Personal injury or illness
 - a. If absent three or more working days, a doctor's statement certifying illness or injury may be required;
 - b. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery shall be required;
- (2) Serious illness, or serious injury of a member of the Employee's immediate family for a period of not to exceed three working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law and brother-in-law and a relative living and making his home in the Employee's household shall be included in the Employee's "immediate family." Upon request of an Employee, the Employer may grant leave allowance even though the person who is injured, ill or deceased is not within the Employee's "immediate family".

(3) Personal Business Leave - An Employee may use three days of his accumulated sick leave allowance annually for any reason, except outside employment, upon two days' advance written notice upon approved forms to the Superintendent or someone designated by the Superintendent, except the days immediately preceding and following a legal school holiday (legal school holiday shall be defined in the Annual School Calendar.)

(f) If an employee who is not a participant of the sick bank has exhausted his sick leave allowance, the employer may consider contributing additional sick days.

(g) Sick leave allowance shall not accrue, be used or granted for additional service such as night-school, summer school, election duty and overtime assignments. If an Employee's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of Michigan laws relating to retirement systems for public school Employees, or Federal Social Security retirement laws, all accumulated sick leave allowances shall be forfeited. In the event an Employee resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

(h) In case of absence, the employee shall notify his immediate supervisor of his absence and return as noted in respective Articles herein. Failure of proper notice when a substitute has been placed on duty will result in deduction of the Employee's regular daily wages.

(i) The Employer shall provide, at least quarterly, evidence of sick leave accumulation for each Employee. This evidence of sick leave accumulation shall be placed on the pay stub of each Employee.

(j) An Employee who suffers injuries compensable under the Michigan Workmen's Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An Employee injured on the job will be eligible for thirty (30) days pro-rated from the sick bank to supplement his workmen's compensation. After thirty (30) days he shall use his own sick leave, pro-rated, to supplement the workmen's compensation. After these have been exhausted he shall receive only the regular allotment as governed by the Workmen's Compensation Act.

(k) The Board of Education will contribute one (1) day per year per member to the Employee's sick bank. An employee who retires or an employee who dies during service to the School District and has days remaining in his sick leave credit shall have those days contributed to the employee's sick bank. The operation of said sick bank shall be determined by a joint committee consisting of representation of the employees and the Board of Education.

ARTICLE XXI

FUNERAL LEAVE

(a) An employee shall be allowed three (3) working days as funeral leave not to be deducted from sick leave for a death in the employee's immediate family.

"Immediate family" shall be as defined in Article XX (e.) Additional days may be granted with prior approval from the Director of Personnel.

(b) In addition to the leave days established by Article XXI (a), the Local Union President or his designated representative, shall be allowed not more than one funeral leave day in the event of death of a member of the Local Union, for one exclusive purpose of attending the funeral.

ARTICLE XXII

WORKING HOURS - SHIFT PREMIUM

(a) Employees who work on the second or third shifts shall receive in addition to their regular pay for the pay period, additional compensation of 15 cents per hour and 20 cents per hour respectively.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

(c) The regular full working day shall consist of eight working hours per day plus thirty minutes for lunch.

(d) Employees may take two ten-minute coffee breaks during their shift.

(e) An Employee (excluding an Employee continuing his shift) reporting for overtime duty shall be guaranteed at least two hours pay at the rate of time and a half, excluding regularly scheduled building checks, which are paid at the rate of time and a half for actual hours and double time for Sundays and Holidays.

(f) Overtime shall be on a rotating basis and an attempt shall be made to equalize overtime whenever possible within classification.

(g) When an outside group uses a school building, or portion hereof, a member of the Bargaining Unit shall be present and a member or members of the Bargaining Unit shall clean after such use.

(h) Work within the Bargaining Unit shall be performed only by Bargaining Unit employees.

(i) Employees who work at more than one building while school is in session will be assigned the same amount of hours in each building when school is not in session.

(j) The Union respects the right of the Board of Education to expect the Employees to be physically fit to be on the job without numerous and erratic attendance patterns. Failure of Employees to establish acceptable attendance patterns may be subject to disciplinary action.

(k) The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with terms of this agreement. Employees are expected to be on the expected job on time. Employees failing to follow these regulations may be subject to disciplinary action.

(l) The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with the terms of this agreement. Employees are expected to complete the full shift unless receiving permission of their supervisor to leave early. Employees failing to follow the regulation may be subject to disciplinary action.

ARTICLE XXIII

STANDARD WORK DAY AND WEEK AND TIME AND ONE-HALF

(a) Employees shall be assigned to regular shift.

(b) A regular shift shall not exceed eight working hours per day; however, a regular part-time Custodian Employee may be hired to work less than the standard day or week. Hours of employment for such Custodial Employee shall be those necessary for the adequate performance of the duties assigned to him.

(c) A regular scheduled week shall not exceed forty working hours.

(d) Cafeteria Employees - The standard work day for Cafeteria Employees is eight hours and the standard work week is forty hours, but a Cafeteria Employee may be hired to work less than the standard day or week. Hours of employment for such Cafeteria Employees shall be those necessary for the adequate performance of the school lunch program.

(e) If an Employee is not required to work on any normal work day because of some special occasion which causes the closing of schools, the Employee may be assigned duties within his group classification other than regular duties. If he is not assigned a duty, he shall receive pay for not to exceed two days.

(f) Any hours worked over an eight (8) hour shift shall be paid at the rate of time and a half (1 1/2) which shall include any premium pay that the employee is entitled to. Should an employee be required to work on Saturday at time and a half or on Sunday at double time or a Holiday at double time, this same principle shall apply if he is working a premium shift.

(g) Any hours worked over forty hours per week shall be paid at the rate of time and a half.

(h) Hours worked on Saturday shall be at the rate of time and one-half, providing the employee has actually been credited with forty hours of work that week. In addition, if the employee is sick or injured and unable to work and has exhausted his sick leave, such employee shall be credited with having actually worked those hours off, in order to determine if he shall receive over-time pay for Saturday work.

(i) Double time shall be paid for hours worked on Sunday and those holidays as indicated in this agreement. Double time on holidays means that an employee shall receive his holiday pay plus double time for all hours worked.

(j) Overtime hours shall be divided as equally as possible among employees in the same group classification in their building. An up-to-date list showing overtime hours shall be posted weekly on the Union bulletin board in each building by the Chief Custodian and Head Cook. When overtime is required by the Assistant Supervisor of Buildings and Grounds or Cafeteria Supervisor, the person with the least number of overtime hours in that classification within the building shall be called first by the Chief Custodian, Head Cook, Supervisor of Buildings and Grounds, or Cafeteria Supervisor, in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work shall be charged against such employee to the extent of the average number of overtime hours of the employees working during that overtime period. The Chief Custodian, Head Cook, Supervisor of Buildings and Grounds and Supervisor of Cafeteria, shall compute overtime hours from July 1 through June 30 of each year. Excess overtime hours shall be carried over each year and be subject to review at the end of each fiscal year.

(k) All hours of work performed in the cafeteria, which hours are not part of the regular hot lunch program shall be paid at the rate of time and one-half regardless of the number of straight time hours worked on the hot lunch program.

(l) An employee who has been hired, transferred or promoted within the bargaining unit from one building or department to another, such employee shall be placed at one (1) hour above the maximum shown on the current overtime sheet in that Building or Department to which said employee has been duly assigned. Proration shall prevail in cases where an employee is required to work on a regular basis in more than one building.

ARTICLE XXIV

HOLIDAYS

(a) An employee whose regular work schedule includes any or all of the following days shall receive a holiday with pay at the Employee's current regular wage for such days: New Year's Day, Good Friday, Monday immediately following Easter, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, one full day immediately preceding Christmas, the full day immediately after Christmas, except when Christmas shall fall on a Saturday, Christmas Day, one full day immediately preceding New Year's Day except when New Year's Day shall fall on a Saturday.

(b) Employees shall have the option to use personal business days or vacation days for the remaining holiday between Christmas and New Year's Day.

(c) Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered a holiday.

(d) Cafeteria employees and regular part-time Bus Drivers shall be paid for all holidays that fall within the regular school year.

ARTICLE XXV

VACATIONS

(a) An employee shall be eligible to receive accrued vacation benefits after six months seniority employment.

(b) An Employee shall earn credits toward vacation with pay in accordance with the following schedule:

1st year	5/6 of a day per month commencing from the first day of seniority employment
2nd through 5th Year	10 Days
6th Year	11 Days
7th Year	12 Days
8th Year	13 Days
9th Year	14 Days
10th Year	15 Days
11th Year	16 Days
12th Year	17 Days
13th Year	18 Days
14th Year	19 Days
15th Year	20 Days
16th Year	21 Days
17th Year	22 Days
18th Year	23 Days
19th Year	24 Days
20th Year	25 Days

(c) Credit shall be reduced one day per month for any part of a month in which an Employee receives pay for less than the majority of the scheduled working days in that month.

(d) It is desirable that vacations be taken during summer vacation or when school is not in session, such as Thanksgiving, Christmas, or Easter. However, vacation, or portions of vacations should be completed one week prior to opening of school in the fall. This provision does not preclude opportunity for the Supervisor of Buildings and Grounds to consider unique vacation requests or vacation requests at other times of the year as long as in his judgment, respective operational assignments are adequately covered.

(e) Vacations shall be taken in a period of consecutive days except vacations may be split into one or more weeks; providing no scheduling shall in the judgment of the Supervisor of Buildings and Grounds, detrimentally affect operational assignments.

(f) When a holiday is observed by the employer during an employee's scheduled vacation, the vacation shall be extended one day. However, cafeteria employees will receive vacation pay at the end of each school year.

(g) A vacation may not be waived by an Employee and extra pay received, provided however, if an Employee becomes hospitalized or totally disabled and under the care of a duly licensed physician during his vacation, his vacation shall be rescheduled. In the event such disability continues through the year, he shall be awarded payment in lieu of vacation.

(h) Choice of vacation time shall be governed by classification seniority. However, each Chief Custodian shall schedule the vacations of the Custodians within his building, for submission to the Supervisor of Buildings and Grounds, so that operational assignments shall not be detrimentally affected.

(i) The Administration may grant personal leave to extend an employee's vacation period with thrity (30) days prior notice given by the employee.

ARTICLE XXVI

ADVANCE PAY

(a) If an Employee's regular payday falls during his vacation, he may receive that pay check in advance before going on vacation, providing he files with the Employer a written request for payment of that check, at least three weeks before commencement of his vacation.

(b) If an Employee is laid off or retired, he shall receive any unused vacation credit including that accrued in the current calendar year.

(c) Employees shall be paid their current wage rate while on vacation and will receive credit for any benefits provided for in this Agreement during such time.

ARTICLE XXVII

BULLETIN BOARDS

(a) The Employer shall provide Bulletin Boards in each building which may be used by the Local Union for posting Notices of the following types:

1. Notices of recreation and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings
5. Overtime lists
6. Collective Bargaining Contract and Supplements

(b) A copy of Notices shall be forwarded to the Employer.

(c) The Bulletin Boards shall not be used by the Local Union for disseminating propoganda, and among other things, shall not be used by the Local Union for posting or distributing pamphlets that shall be detrimental to the Employer - Employee relationship.

ARTICLE XXVIII

RATES FOR NEW POSITIONS

(a) When a new position is placed in the Bargaining Unit and cannot be properly placed in an existing classification, the Employer shall notify the Union, prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, the issue shall be subject to negotiations.

(b) The Union recognizes, however, the Employer's right to manage its affairs, direct the work force, establish classification and rate structures.

ARTICLE XXIX

JURY DUTY

An Employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

ARTICLE XXX

SAFETY

The Chief Custodian shall make a report of unsafe conditions to the Supervisor of Buildings and Grounds. It is recognized that the Union may continue making recommendations to its Safety Committee Chairman of alleged neglect in repairing unsafe conditions and conditions detrimental to the health of the employees.

ARTICLE XXXI

COMPULSORY RETIREMENT AT AGE SIXTY-FIVE

(a) Age Sixty-five shall be established as the mandatory age for retirement.

(b) An employee with at least ten years of service with employer, shall be notified by the employer that he shall be retired at the conclusion of the current school year in which he attains age sixty-five.

(c) An employee who hereafter attains age sixty-five with more than seven years but less than ten years of service with the employer may be granted an extension of time required to make him eligible for Michigan Retirement Benefits.

(d) An employee hereafter attaining age 65, without regard to the number of years of employment, may be granted an extension of time by the Employer and the Union for extreme hardship.

ARTICLE XXXII

MEDICAL EXAMINATIONS

(a) Employees may be required to have a medical examination paid for by the Board of Education. If the examination comes back detrimental to the employee, they (the employee) have the right to have an examination at their own expense by the physician of their choice. In the event a conflict of opinion exists between the two physicians, Management and the Union agree to share the expense of a physical examination of the employee at Ford Hospital or University Hospital, Ann Arbor. The results will be final and binding on both parties.

(b) Flu shots shall be provided for all employees at Board expense provided the Flu shots are taken on the Employee's own time at a place and time determined by the Board of Education.

ARTICLE XXXIII

BUILDING RESPONSIBILITY

The Chief Custodian is charged with the responsibility of his assigned building, proper heating, ventilating and lighting, supervision of daily cleaning performed by the Custodians according to the cleaning standards of the district, proper care of lawn, shrubs, trees, etc., immediately adjacent to the building, as well as cleaning of sidewalks and paved play areas, general repair, maintenance of instructional equipment, heating and ventilating units, plumbing, receiving, storing and use of work during the school year; other related duties necessary for the efficient operation of the school building as may be assigned by his Supervisor. It is understood, however, that the Chief Custodian is relieved of his responsibility and shall not be held accountable for any damage occurring when the building is being utilized in his absence or in the absence of his representative.

ARTICLE XXXIV

JOB DESCRIPTIONS

(a) Whenever job descriptions are required, they shall be posted and shall be accepted as constituting a comprehensive eight-hour shift. During the regular eight-hour shift, such items as wax stripping, exterior window washing, heavy repair, unusually large accumulations of snow, and boiler cleaning shall be considered to be additional and shall, whenever possible, be accomplished when school is not in session.

(b) Where job descriptions are detailed, it is recognized that it is impossible to be absolutely specific and to include each and every duty. The job descriptions are intended as illustrative and each employee recognizes the concept that he is a member of a work force which has a total job to accomplish. An Assistant Chief Custodian may on occasion do the tasks listed for a Chief Custodian. A Chief Custodian may at times do the work of or work with a Custodian, etc. The same may occur within the confines of the Maintenance Department category. Should, through illness or other reason, the Supervisor of Buildings and Grounds assign for a temporary extended period, for one day or longer, an Employee from one classification to another classification, then such Employee shall receive the wage scale to the classification assigned, providing it is the same or a higher wage scale. This shall not be construed to permit the Employer to use a succession of Employees for temporary periods to avoid employing additional employees. If an Employee is called in for overtime work, he shall receive the wage scale for the classification assigned, providing it is the same or a higher wage scale.

1. CHIEF CUSTODIAN AND ASSISTANT CHIEF CUSTODIAL CLASSIFICATION

(a) The Chief Custodian and Assistant Chief Custodian shall be directly responsible to the building Principal (or Principal representative) and to the Supervisor of Buildings and Grounds (or his representative) in order to provide adequate instructional environment for students and instructors and to provide the requirements for use of the building by outside groups.

(b) The duties, responsibilities and description of work to be performed by this classification of Employees in the building to which they are assigned as follows:

1. Supervision of Custodians assigned to the building
2. Training of Custodians assigned to the building relative to methods of cleaning and care of buildings, grounds and equipment and teaching of the standard operating procedure in case of emergency
3. Preparation of work orders, work schedules, operational rental and other reports as required
4. Checking, verification and filing of time cards (inclusive of overtime request), daily absence and attendance cards
5. Providing security checks of the school building during the work week and other periods as directed
6. Distribution of communications to Custodians assigned to the school building
7. Providing proper and efficient heating, ventilation and lighting in the school building as the mechanical equipment of the building permits
8. Making minor repairs to the school building and equipment
9. Receiving, storing, distributing, and assisting in the receiving, storing and distribution of supplies and equipment to the school building
10. Performing duties of the custodial classification as set forth hereafter

2. JUNIOR-SENIOR HIGH DAY CUSTODIAN

- (a) The custodian shall be directly responsible to the Chief Custodian and/or Assistant Chief Custodian within his assigned building.
- (b) The duties, responsibilities and description of work to be performed by this classification of employees in the building to which they are assigned are as follows:
 - 1. Inspect stairs, railings, treads, panic devices and exits walks, parking lots, fire extinguishers, athletic fields and equipment to ensure that no unsafe conditions exist.
 - 2. Inspects, adjusts, lubricates and makes minor repairs to all hardware. Adjusts door closers, holders and stops.
 - 3. Operates or supervises operation of such equipment in the auditorium as directed.
 - 4. Receives, and stores milk as part of the milk program. Gathers empty containers and prepare for disposal.
 - 5. Sets up and removes tables and chairs for lunch and special meetings as may be scheduled.
 - 6. Performs miscellaneous work such as washing windows, changing light bulbs, replacing broken glass, washing and waxing furniture.
 - 7. Properly displays the United States Flag as directed.
 - 8. Reports any apparent malfunction of equipment or damage to the building to the proper authority for required action.
 - 9. Performs duties of the custodial classification as set forth herein.

3. CUSTODIAL CLASSIFICATION

- (a) The custodian shall be directly responsible to the Chief Custodian and/or Assistant Chief Custodian within his assigned building.
- (b) The duties, responsibilities and description of work to be performed by this classification of Employees in the building to which they are assigned are as follows:
 - 1. Providing efficient operation of all heating, plumbing, electrical and ventilation systems;
 - 2. Cleaning of all description within the building as well as exterior glass, entrance ways and a reasonable amount of walks leading to entrances and playgrounds immediately adjacent to school;
 - 3. Removal of debris from roofs and gutters.
 - 4. Minor repairs including replacement of belts for uni-vents, fan system, etc., student and teacher desks, heating and plumbing systems, electrical systems, and replacement of light bulbs;
 - 5. Trimming of lawns, small lawn areas, trimming of shrubs, and cultivation and weed removal in shrub and flower beds.
 - 6. Minor painting of equipment and painting in some areas in lieu of wall washing;
 - 7. Varnishing furniture, bleachers, gym floor, doors and adjacent frames;

8. Setup and removal of furniture required for special events or teaching and loading and unloading of school district supplies or equipment

(c) Commencing January 27, 1969, the senior custodian where two or more custodians are working in the same elementary building on the afternoon shift, shall be designated as elementary night custodian leader shall receive \$.05 an hour increment.

(d) The senior assistant chief custodian shall be in charge in the absence of the chief custodian. The senior custodian in the building will be in charge in the absence of the chief custodian when there is no assistant chief custodian assigned.

4. MAINTENANCE CLASSIFICATION

(a) Maintenance Employees shall be directly responsible to the Supervisor of Buildings and Grounds and his representative.

(b) The duties, responsibilities and description of work to be performed by this classification of Employees are as follows:

1. Major carpenter work involving:

- a. Furniture repair,
- b. Construction of various types of cabinets, shelves, etc.
- c. Repair of doors, frames, windows etc.
- d. Repair and installation of all types of hardware,
- e. Roofing repairs,
- f. Minor brick, block or concrete work,
- g. Wall, ceiling and floor repairs.

2. Major electrical work involving:

- a. Installation of certain types and amounts of conduit and wiring,
- b. Repair or replacement of motors, switches, controls, ballasts, etc.
- c. Checking and repair of electrically operated equipment,
- d. Checking and repairing electrical shorts, circuits and fuses,
- e. Installation and/or repair of light fixtures.

3. Major plumbing work involving:

- a. Repair or replacement of the following:
 - 1) Piping,
 - 2) Valves of all types,
 - 3) Faucets of all types,
 - 4) Controls of all types.

- b. Repair or replacement of the following:
 - 1) Wash basins,
 - 2) Toilet stools,
 - 3) Urinals,
 - 4) Hot water heaters
 - c. New installation of plumbing items as may be required.
4. Major heating work involving:
- a. Repair or replacement of the following:
 - 1) Piping,
 - 2) Valves of all types
 - 3) Expansion sleeves
 - 4) Controls
 - b. Service and repair or replacement of heating units;
 - c. Service and repair of boiler burners.
5. Major painting, patching and caulking:
- a. Building interiors;
 - 1) Classrooms,
 - 2) Offices,
 - 3) Corridors, etc.
 - 4) Equipment.
 - b. Building exteriors;
 - 1) Doors and frames,
 - 2) Trim,
 - 3) Sash
6. Miscellaneous maintenance and transportation if required:
- a. Glass replacement
 - b. Repair and marking of track,
 - c. Repair of playground equipment and fences
 - d. Setup and removal of furniture and equipment for special events or teaching requirements
 - e. Loading and unloading of school district supplies or equipment,
 - f. Playground or athletic equipment,
 - g. Fences,
 - h. Parking and safety stripping,
 - i. Operation of vehicle for regular and special uses,
 - j. Operation of all types of equipment as indicated by job requirements
 - k. First echelon maintenance of all equipment used by the department,
 - l. Make written vehicle reports,
 - m. Be responsible for maintenance of vehicle assigned,
 - n. Transportation and delivery of election supplies and records,
 - o. Remove snow and apply needed material to keep parking areas, walks, etc., free of ice.

5. DRIVERS AND GROUNDS EMPLOYEES

(a) Drivers and Grounds Employees

1. If an Employee assigned to the Drivers and Grounds classification loses his chauffeur's license by due process of law or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for re-classification.
2. Employees classified as Drivers and Grounds Employees shall be directly responsible to the Supervisor of Buildings and Grounds and his representative.
3. The duties, responsibilities, and description of work to be performed by this classification of Employees are as follows:
 - a. Driving and Transportation
 - 1) Drive and/or operate assigned equipment;
 - 2) Load and unload supplies and equipment;
 - 3) Make written vehicle reports;
 - 4) Be responsible for safety upkeep of vehicle to which assigned;
 - 5) Bus school children or authorized persons;
 - 6) Deliver and/or re-align school equipment and supplies;
 - 7) Deliver and/or erect and dismantle scaffolding at job site.
 - b. Services:
 - 1) Replace glass and/or make temporary covering until glass is available.
 - 2) Assembling furniture or equipment that does not infringe on other classifications;
 - 3) Assist other Employees in the performance of their duties when they are in need of help to hold, lift, or secure work.
 - 4) Transportation and delivery of election supplies and records.
 - c. Grounds:
 - 1) Police grounds--keep clean of debris,
 - 2) Keep grass and lawns cut,
 - 3) Make minor repairs to parking areas, sidewalks and fencing,
 - 4) Keep grounds equipment in good maintenance,
 - 5) Trimming of trees and shrubs.
 - d. Maintenance of Equipment:
 - 1) First echelon maintenance of all district transportation or allied equipment;
 - 2) Maintenance of garage according to good house-keeping standards.

6. UTILITY GARAGE EMPLOYEES

(a) The Utility Garage Man shall be directly responsible to the Supervisor of Buildings and Grounds and his representative.

1. If an employee assigned to the Utility Garage Classification loses his chauffeur's license by due process of law or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for reclassification.

2. The duties, responsibilities and description of work to be performed by this classification of Employees are as follows:

a. Clerical:

- 1) Handle Receivers;
- 2) Make shipping manifests;
- 3) Keep inventory record of tools and equipment and be responsible for allocation;
- 4) Handle incoming calls relative to service;
- 5) Receive and allocate supplies;

b. Driving:

- 1) Drive and/or operate assigned equipment;
- 2) Load and unload supplies and equipment;
- 3) Drive buses - but not to conflict with regular driver's scheduling.

c. Cleaning:

- | | |
|---------------------------|---------------------|
| 1) Offices | 7) Unit ventilators |
| 2) Shop areas | 8) Compressors |
| 3) Garage area | 9) Incinerator |
| 4) Building exterior | 10) Exhaust fans |
| 5) Entrance ways | 11) Grease Traps |
| 6) Showers, toilets, etc. | 12) Equipment |

d. Minor repairs

- 1) Replace broken glass
- 2) Replace light bulbs
- 3) Tire changes

e. Painting

- 1) Minor painting where needed to keep premises neat
- 2) Minor painting of equipment

NOTE: The above list is not necessarily all inclusive but is indicative of the many and varied areas involved. The assignments are not to conflict with the regular duties of the Driver and Grounds Employees.

In the event of an unresolved dispute between the Union and the Supervisor of Buildings and Grounds relative to the duties of each classification, either party may request a special conference to resolve the issue.

7. REGULAR PART - TIME BUS DRIVERS

(a) Regular part-time bus drivers shall be directly responsible to the Supervisor of Buildings and Grounds and/or his representative.

- (b) If an employee assigned as a regular part-time Bus Driver loses his chauffeur's license by due process of law or is found guilty of carrying unauthorized persons or materials, such action shall constitute grounds for disciplinary action.
- (c) The duties, responsibilities and description of work to be performed by this classification are as follows:
 - 1. Drive school buses only and will only be employed during the scheduled school year
 - 2. Make written vehicle reports
 - 3. Bus school children or authorized persons
 - 4. Accept responsibility for identifying and reporting any unsafe condition regarding vehicle to which assigned.
 - 5. Regular part-time Bus Drivers will be utilized on regular runs while school is in session and one hour before and one hour after school is in session. They will not be utilized for Saturday or Sunday work or work outside the normal school day above except if vehicle is rented to a group under the provisions of state law.

ARTICLE XXXV

HOSPITALIZATION AND INSURANCE

(a) The Board shall pay the premium for hospitalization coverage for the Employee who is head of household and his family or those Employees not covered by a comparable hospitalization plan through their spouse, and provide a carrier with insurance with benefits comparable to Blue Cross MVF - Out patient and lab costs improvements - transplant - \$50.00 deductible per family, or \$25.00 for the unmarried Employee. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to the illness of the employee on sabbatical leave. The Board agrees to add the following riders:

- Intensive care
- Major Medical 10/90
- Psychiatric rider
- Emergency Medical
- Catastrophic

The selection of the carrier shall be by mutual agreement of the employer and representatives of all employee bargaining units.

(b) The Union shall appoint representatives to a committee consisting of representatives of all employee groups for the purpose of investigating and recommending to the Board of Education of a hospitalization carrier. The Union representatives may include a member of Union Council No. 23.

(c) The Employer shall provide \$14,000 of Term Insurance with Double Indemnity for accidental death for each member of the Bargaining Unit.

(d) A \$1,000 paid up Life Insurance policy shall be provided for retirees.

(e) The supplement to Medicare shall be provided by the Board for all employees who retire at age 65 or older.

(f) Dental Plan

The Board of Education will continue to provide a group dental plan currently in effect to all employees in the bargaining unit on the basis specified below:

All part-time employees may participate in the plan providing they make contribution as in insurance according to the following schedule:

Employees whose work day averages two (2) hours to three hours and fifty-nine minutes (3:59) per day will receive 25% coverage

Employees whose work day averages four (4) hours to five hours and fifty-nine minutes (5:59) per day will receive 50% coverage

Employees whose work day averages six (6) hours to eight (8) hours per day will receive 100% coverage

ARTICLE XXXVI

UNIFORMS AND UNIFORM ALLOWANCE

(a) All employees except cafeteria employees shall receive three (3) complete replacements of uniforms prior to June 30th annually. Cafeteria employees will be provided a cash uniform allowance - \$45.00 for employees working six (6) hours per day and \$40.00 for those employees working less than six (6) hours per day.

(b) Color scheme, design, etc., shall be agreed upon by the employer and members of the Local Union.

(c) All employees in the Bargaining Unit shall be required to wear uniforms at all times while on duty.

(d) Custodial, maintenance, and transportation employees - fifteen (15) members shall be permitted to attend the Michigan State University Summer Conference for custodians, maintenance, and transportation employees and the School District shall pay the expenses of registration, room and board and lost wages.

Cafeteria employees - five (5) members shall be permitted to attend the School Lunch Workshop not to exceed five calendar days and the School District shall pay the registration fees, room and board and any lost wages.

Time spent in training classes that the Board of Education requires transportation employees regular rate of pay.

(e) Renewal fees for chauffeur's license and boiler license required by the School District shall be paid by the Board.

ARTICLE XXXVII

WAGE SCALE

Effective for the school year 1975-76 all wage scales are hereby modified and the classification and wage scale for the 1975-76 school year is attached hereto Schedule "A"

ARTICLE XXXVIII

SEVERANCE PAY

(a) Upon the death or retirement of a member of the bargaining unit who has ten (10) to fifteen (15) years of service with the School District, said member shall be paid \$12.50 severance pay for each year employed by the School District.

(b) Upon retirement or death of a member of the bargaining unit with fifteen (15) years or more service with the School District, the School District shall pay \$25.00 severance pay for each year employed by the School District.

(c) To be eligible for severance, an employee must have worked for the District a minimum of ten years. In the event of death while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to the terms, conditions, and directions the employee may have designated with regard to his retirement benefits.

(d) An employee who works less than twelve months per year shall be eligible for a prorated share of severance pay based on a ratio of his average hours worked per day to an eight hour day, provided that his months of service when computed equals ten years of service.

ARTICLE XXXIX

LONGEVITY

(a) All employees in the bargaining unit, except cafeteria employees shall receive longevity payments in accordance with the following schedule: \$50.00 for the first four steps, \$100.00 for the remaining steps:

After four (4) years	\$ 250
After six (6) years	450
After eight (8) years	650
After ten (10) years	700
After twelve (12) years	800
After fourteen (14) years	850
After sixteen (16) years	900
After eighteen (18) years	950
After twenty (20) years	1000

(b) All cafeteria employees will receive longevity in accordance with the following schedule:

Cafeteria employees shall receive \$200 after seven (7) years service, \$300 after ten (10) years service, \$500 after fifteen (15) years service. No additional longevity benefits shall be granted to employees hired after July 1, 1969.

After seven (7) years	\$200
After ten (10) years	300
After fifteen (15) years	500

(c) An employee will receive his longevity allowance the first payroll period after his anniversary date of hire for which he is eligible.

(d) If an employee is laid off or retired, he shall receive a prorated longevity payment, computed from his anniversary date.

ARTICLE XL

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 1976.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become, and be, a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: 24611 Greenfield, Southfield, 48075, and if to the Employer, addressed to: 15700 E. Nine Mile Road, East Detroit; or to any such address as the Union or the Employer may make available to each other.

ARTICLE XLI

CONFLICT WITH FEDERAL AND STATE LAWS

This Agreement has been negotiated and executed and shall be controlled by all applicable Federal and State laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to re-negotiate such conflicting provision, or provisions, and until such re-negotiation has been completed, such provision, or provisions, in conflict shall be void.

ARTICLE XLII

The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written in plural, feminine or neuter.

LOCAL NO. 120 affiliated with Metropolitan Council No. 23 and chartered by
THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES

By: _____

THE SCHOOL DISTRICT OF THE CITY OF EAST DETROIT,
MACOMB COUNTY, MICHIGAN

By: _____

SCHEDULE "A"

1975-76

Classification	Minimum	After 6 Mos.	After 1 Year	After 2 Years
Maintenance	\$5.19	\$5.30	\$5.41	\$5.73
Chief Custodian - High School	5.19	5.30	5.41	5.73
Chief Custodian - Junior High School	4.82	4.93	5.04	5.36
Chief Custodian - Elementary & Adm. Bldg.	4.80	4.91	5.01	5.34
Assistant Chief Custodian	4.60	4.71	4.81	5.11
High School - 1st Ass't. Chief Custodian	4.65	4.76	4.87	5.17
High School - 2nd Ass't. Chief Custodian	4.60	4.71	4.81	5.11
Junior High/Senior High Day Custodian	4.52	4.63	4.74	5.04
Night Custodian	4.39	4.49	4.61	4.91
Drivers and Grounds	4.57	4.69	4.79	5.09
Utility Garage	4.80	4.91	5.01	5.34
Regular Part-Time Bus Driver	3.89	4.06	4.32	4.60
Chief Custodian - High School		\$200.00	additional to above	
Chief Custodian - Junior High School		\$200.00	additional to above	
Night Leader classification		Twenty	cent premium (\$.20)	
Second shift		Fifteen	cent premium (\$.15)	
Third shift		Twenty	cent premium (\$.20)	

CAFETERIA EMPLOYEES

Head Cooks	\$3.49		
Assistant Cooks	3.34		
Helpers	3.23		
Beginners	3.01		
Head Hostess - High School	2.83		
Ass't. Hostess - High School	2.78		
High School Hostess	2.51	2.62	2.72
Lead Cook		\$900.00	additional to above
Head Cook - Junior High School		\$300.00	additional to above

The Board of Education will pay 5% to the Michigan State Employees Retirement Fund for the employees' share of the pension plan.

Increments

Increments apply only to new employees. An existing employee who receives a promotion shall receive his previous wage plus one-half of the difference between his previous wage and the maximum wage applicable to his new position for the first sixty calendar days. This time shall be considered a probationary period.

Regular part-time Bus Drivers will be eligible on a pro-rated basis for all fringe benefits including the following for hospitalization insurance:

Employees who are "head of the household" or are not covered by any other hospitalization insurance by their spouse will receive hospitalization coverage at the following schedule:

Employees who work two (2) hours to three (3) hours and fifty-nine minutes per day will receive	25% coverage
Employees who work four (4) hours to five (5) hours and fifty-nine minutes per day will receive	50% coverage
Employees who work six (6) to eight (8) hours per day will receive	100% coverage

SCHEDULE "B"

(a) Bonds

For employees completing 1,040 hours of regular employment from July 1 to December 30, the Board of Education will provide a \$50.00 Savings Bond.

Employees completing 1,040 hours of regular employment from January 1 to June 30 will be provided with two \$50.00 Savings Bonds.

(b) Optical Coverage

The Board shall provide each Employee in the Bargaining unit and their dependents with optical insurance equivalent to the East Detroit Board of Education non-teaching personnel Eyesight Conservation program with Co-op Optical Service. (Plan "C" - Frame selection)

(c) Cafeteria

Employees working less than 1,040 hours within a six (6) month period will receive the above on a prorated basis.

*Cafeteria Addendum

Insurance

All present employees employed in the cafeteria prior to July 1, 1971, who are "head of the household" or are not covered by any other hospitalization insurance through their spouse, will continue to receive full coverage hospitalization.

Employees hired into the cafeteria after July 1, 1971, who are "head of the household" or are not covered by any other hospitalization insurance by their spouse will receive hospitalization coverage at the following schedule:

Employees who work two (2) hours to three (3) hours and fifty-nine minutes per day will receive 25% coverage.
Employees who work four (4) hours to five (5) hours and fifty-nine minutes per day will receive 50% coverage.
Employees who work six (6) to eight (8) hours per day will receive 100% coverage.

Classification

High School Head Hostess	\$2.83 per hour	
High School Ass't. Head Hostess	\$2.78 per hour	
High School Hostess	\$2.51 per hour	After 6 mos. \$2.62 After 1 yr. \$2.72

These positions will be posted according to the posting procedure in the present agreement. A present cafeteria employee who voluntarily bids for one of

these positions will be paid the rate stipulated for that classification. Employees presently employed who are assigned to the above positions will maintain their rate of pay of their current classification. However, such employee will be obligated to take the first opening available in the Junior high schools. Any vacancy that occurs will first be posted and a normal bidding procedure will be put into effect. After the bidding process is completed, the post that is left vacant will be the job the employee, who is working in the lower classification and is receiving the higher pay, will assume. If she refuses the opening she will be assigned and paid the rate of the classification she is then working.

M E M O R A N D U M

TO: Principals and Chief Custodians

FROM: Robert P, Kohloff
Ass't Superintendent for Business Affairs

DATE: November 13, 1974

RE: Shift Assignments

It has been brought to my attention that during the past year there were instances where custodial personnel were required to make last minute changes in their regularly assigned shifts, which was disruptive to their personal schedules.

In order to minimize the disruption to the employees' personal schedules, the following guidelines shall be observed:

1. In the buildings where activities necessitate shift changes, please assign an appropriate number of staff on a regular basis to a later shift.
2. In buildings less frequently used for activities that would necessitate shift changes, please take due care that a minimum of forty-eight (48) hours notice is given prior to the change of shift to minimize the inconvenience.
3. Nothing in this notice is to prevent the principal from accommodating employees by permitting changes in shift schedules when the principal feels it does not interfere with the operation of the building

East Detroit Board of Education

Local No. 120
