

4/30/76

*James (Public Schools
St. Clair Shores)*

AGREEMENT

between

BOARD OF EDUCATION, LAKEVIEW PUBLIC SCHOOLS
St. Clair Shores, Michigan

and

LAKEVIEW CUSTODIANS

represented by

INTERNATIONAL UNION OF
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 23

1973 - 1975

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PREFACE

The school plant represents an enormous community investment. Its life span of adequate service is probably influenced more by the quality of custodian work than any other single factor. It is hoped that this agreement will enable each individual to get a better overall perspective of the maintenance program, as well as become familiar with the policies under which he is expected to operate. This agreement will enable each custodian to recognize that he has an important position within the school organization.

The purpose of the agreement is to encourage professional growth and progress of the operational personnel. The custodian has the responsibility of providing clean, healthful, safe, and attractive physical surroundings. It is hoped that this agreement will promote better understanding between educational and operational employees.

This agreement implements the belief of the Board of Education in fairness and justice for all employees, and its expectation of cooperation of all its employees in maintaining such standards as will promote harmony, efficiency and the best interests of the school system.

Our maintenance program has been a successful one. We must strive to make it even better through increased efficiency in operation. This requires the ingredients of know-how, initiative, interest, and cooperation. Suggestions for improving our practices will be welcomed by the administration.

Any changes needed in this agreement should be by mutual consent to be negotiated.

Unless otherwise specified, policy and regulations were adopted and put into operation during the school year 1970-71.

A G R E E M E N T

between

BOARD OF EDUCATION, LAKEVIEW PUBLIC SCHOOLS
St. Clair Shores, Michigan

and

LAKEVIEW CUSTODIANS
represented by
INTERNATIONAL UNION OF
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 23

This agreement enter into this _____ day of _____ between the Board of Education of Lakeview School District, St. Clair Shores, Michigan, hereinafter referred to as the "Employer" and Local Union No. 1317- Lakeview Custodians hereinafter referred to as the Union affiliated with Metropolitan Council No.23 and its affiliate, the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO.

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Pursuant to Michigan Statutes the Board of Education recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees included in the bargaining unit as described: All custodial and maintenance employees except those classified as supervisors as defined by Article 379 of the Public Acts of 1965.

AID TO OTHER UNIONS

A. 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.

- B. The School Board agrees to meet in special meetings, through its Bargaining Committee, with the Union Bargaining Committee, which may, at the Union's option, include Council and/or International Representatives of the Union, to consider all matters which come properly before said committee. Special meetings on important matters between the parties will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda.
- C. The school board agrees to recognize a Grievance Committee which shall be composed of the President of the Local Union, a Chief Steward and a number of stewards or officers. The stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:
1. The Custodial Maintenance group shall be represented by one (1) steward on each shift, for a total of two (2) stewards.
 2. The transportation group shall be represented by one (1) steward.
- D. Any bargaining unit employee having a grievance hereinabove defined may process the complaint in the following manner:
- Step 1. The aggrieved employee shall have the right to representation by a steward. The school authority with whom the complaint is lodged and on whom the demand is made, shall arrange for a steward or union officer to be available no later than the next day following that in which representation is requested. Upon the steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the steward. If, in the steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the steward or union officer on the one hand, and the principal of the particular school or his representative, on the other.

UNION SECURITY

Pursuant to Michigan Status, the Board agrees that every employee in this bargaining unit shall have the right to organize, join, and support the Union without interference with assigned duties.

UNION DUES

- A. Agency Shop- any employee who is not a union member and who does not make application for membership shall be required as a condition of continued employment to pay the union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly union dues.
- B. The union will contact the employee in reference to terms of the agreement and will give the employee 30 days notice as to provisions of the contract concerning the agency shop. The Assistant Superintendent for Business will send a copy of the new employment letter to the president of the local union at the same time a copy is sent to the newly hired employee.

- C. Deductions shall be made only in accordance with the provision of the authorization form. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments or any other deduction not in accordance with the authorization form.
- D. After receipt of the dues deduction authorization form the Board shall deduct dues from the second pay period of the following month and each month thereafter.
- E. Deductions for any calendar month shall be remitted to the union as soon as possible after the 10th day of the following month.
- F. The union agrees the Board is free from liability for the funds deducted as dues, except to issue a check in the name of the union for the dues deducted.
- G. The union will protect and save harmless the board from any and all claims, demands, suits and other forms of liability for reason of action taken or not taken by the Board for the purpose of complying with the payroll deduction authorization.

SENIORITY LISTS

- A. Seniority shall be on a school district-wide basis in accordance with the employees' date of hire, based on continuous employment in the district, after serving his probationary period. Seniority shall not be affected by race, sex, marital status or dependents of the employee.
- B. The seniority list on the date of this agreement will show the names and date of hire of all employees of the unit entitled to seniority.
- C. The board will keep the seniority list up to date at all times and will provide the local union president with up to date copies annually or semi-annually at his request.
- D. An employee shall lose his seniority for the following reasons:
 - 1. Resignation
 - 2. Discharge and the discharge is not reversed through the grievance procedure.
 - 3. Absent for five consecutive working days without notifying the board. After such absence the board will send written notice to the employee at his last-known address that he has lost his seniority and his employment has been terminated.

If the disposition made is not satisfactory the employee may be referred to the grievance procedure.

- E. Probationary Period: New employees hired into the unit from the outside shall be probationary for the first sixty calendar days of their employment after which they shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the time of hire. New employees, while in their probationary periods, may be

terminated for just cause. They shall be represented by the union for all purposes under their agreement during the probationary period except that no protest may be entered against termination during said probationary period.

- F. Selection of successful bidders and trial period - transfers and promotions based on seniority and ability shall be assigned the opening and moved to the job as soon as can be arranged without payment of overtime and shall be given a trial period of up to thirty (30) worked days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event that the successful bidder is deemed unsatisfactory, or if he elects to reject the job during the first thirty (30) days after assignment, he shall be restored to the job from which he had originally bid.

In case an employee decides to return to his previously held position within the time specified above adjustments will be made with all persons involved in such action. All employees involved will be so notified prior to initial transfer as to the terms of the contract.

- G. Temporary classification assignments - if an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on the assignment. The employee shall be responsible to have his time card approved for the higher rate by the Business Administrator.
- H. Sub-contracting - the school administration will not sub-contract out any work normally performed by its work force as long as employees are available and the necessary equipment is owned by and available to the school district.

LAY OFFS

The word "lay off" means a reduction in working force.

If it becomes necessary for a lay-off the following procedure will apply:

- a. Probationary employees will be laid off on a school district-wide basis.
- b. Seniority employees shall be laid off according to seniority in reverse fashion on the date of hire.

Seniority employees laid off for an indefinite period will have at least seven (7) calendar days notice of lay-off.

- c. Probationary employees shall be laid off on a district-wide basis without respect to seven (7) days notice.

RECALL PROCEDURE

When working force is increased after a lay-off, employees will be recalled according to seniority.

Notice of recall shall be sent to the employee at his last known address by registered 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 a quit.

STRIKE PROVISIONS

Both parties agree to abide by all public laws regarding strikes and lockouts.

MANAGEMENT RIGHTS

The right to hire, assign, discharge, or discipline for just cause and to maintain efficiency of employee shall proceed through the Assistant Superintendent for Business, Superintendent of Schools, with final authority resting with the Board, except that union members shall not be discriminated against as such.

RENEGOTIATION

A. If either party desires to modify or change this agreement as it effects wages and fringe benefits it shall, ninety days prior to the expiration of this contract, July 1, 1975 and each July 1, thereafter give written notice to this effect. Said notice to specify the exact terms and provisions as they are proposed to be modified or changed.

B. Negotiation of such proposals shall begin within ten days after receipt of such written notice. Changes may be made at any time by mutual consent, and this agreement shall remain in full force and effect until terminated as herein provided.

SAVINGS CLAUSE

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 laws, the parties hereto agree to proceed to renegotiate such conflicting provision, or provisions and until such renegotiation has been completed such provisions or provision, in conflict shall be void. All remaining provisions of this agreement will remain intact.

OPERATIONAL MAINTENANCE SALARY SCHEDULE 1973-74

<u>Steps</u>	<u>Custodial Salary</u>	<u>Maintenance/Warehouse Salary</u>
1	\$ 4.31	\$ 4.71
2	4.41	4.81
3	4.53	4.93
Longevity payments paid as follows: beginning		
4th year	4.67 - 3% of step 3	5.08 - 3% of step 3
5th year	4.76 - 5% of step 3	5.18 - 5% of step 3
6th year	4.85 - 7% of step 3	5.28 - 7% of step 3

OPERATIONAL MAINTENANCE SALARY SCHEDULE 1974-75

The hourly rate increases for 1974-75 over 1973-74 shall correspond to the percentage increase in the cost of living from June 1, 1973, to June 1, 1974, using the Consumer's Price Index (base year 1967) for the Detroit Metropolitan area as reported by the Bureau of Labor Statistics. The percentage of increase shall not, however, be less than 4%, nor greater than 6%, and shall be applied to each step of the 1973-74 hourly rate.

The salary schedule shall be retroactive to July 1.

The salary year is from July 1 to June 30. The anniversary date is July 1. Those employed less than a full year but more than six months will receive 1/2 increment.

An employee will move forward on salary schedule one step after each full year of employment prior to the anniversary date. Whenever an employee transfers from one classification to a higher classification he shall receive a salary on a step which is the second next higher salary on a step in the new classification than the salary he qualified in his present custodial classification. He shall be considered on the appropriate basic salary step related to salary on the new classification level.

Additional pay for Head Custodians:	<u>73-74</u>	<u>74-75</u>
Head custodian senior high school	\$1150	\$1200
Head custodian junior high school	735	785
Head custodian 3-1/2 man elementary	525	585
Head custodian 3 man elementary	505	565
Head custodian 2-1/2 man elementary	485	545
Head custodian 2 man elementary	470	530
Grounds man	580	600
Night leader senior high	560	580
Night leader junior high school	505	525

FRINGE BENEFITS

1. Each employee shall have the Blue Cross Blue Shield Plan paid by the Board. Single subscriber shall be entitled to 100%; married subscribers shall be entitled to 100% provided they sign an affidavit stating that they do not have hospitalization plan by their spouse.

The district will provide the LMB-OB rider that provides pre and post natal benefits.

The district will provide the ML rider in 1973-74 in accordance with terms of the carrier.

The Prescription Drug program with \$2.00 Co-pay shall be added to Blue Shield coverage for 1974-75 school year in accordance with terms of the carrier.

2. All employees shall receive a \$10,000 term life and double indemnity insurance policy as long as they remain in the employ of the school district.

3. All employees who retire under the Michigan Public School Employees Retirement Act at the age of 60 or 62 or thereafter, will have \$2,000 of Group Life continued on his life (accidental death and dismemberment will be discontinued) at no cost to employee.

4. Beginning on the 91st calendar day of a disability, employees may receive 70% of their annual base salary to age 65, in accordance with the terms of the authorized insurance company contract.

5. Part time employees will receive an hourly rate of \$3.00 per hour for the contract year beginning July 1, 1973. Seasonal employees hired during days school is not in session will begin at \$1.75 per hour. This shall not exceed \$3.00 per hour for summer of 1974.

6. The school district will furnish four uniforms per year and replace any uniform exceeding this number which is damaged on the job, such uniform shall be furnished after probationary sixty calendar days. All other fringe benefits shall be received upon date of hire.

7. Shift premium pay: employees working a second shift approximately 3:30 p.m. to 12 a.m. shall be paid 11 cents per hour additional salary and 17 cents per hour additional salary for midnight shift.

8. Men on afternoon shift will be paid on Thursday night.

9. Longevity established as 3, 5, 7 percent for the 1973-75 school years.
10. Double time shall be paid for holidays and Sunday work except for building check.
11. The Board of Education shall pay the difference between regular drivers license and chauffeurs license if the classification requires.
12. Any fringe benefits granted on a uniform blanket basis to all other bargaining units would be applicable to the custodial unit.

APPLICATION PROCEDURE

- A. Candidates for position shall prepare an application form supplied by the Administrative office. This shall include information relative to background, experience, licenses, interests and references.
- B. References will be thoroughly checked.
- C. An interview will be set up consisting of the Superintendent, or Business Administrator, and other supervisors at the level of work for which the candidate is applying.
- D. Certification or license. Any employee whose position requires it, shall be properly certified or licensed according to law or Board of Education policy.

ASSIGNMENT

1. The Business Administrator shall have the final authority to assign all classified personnel.
2. Work assignments within the building shall be made by the principal of that building.

PROMOTIONS

- A. All vacancies and new positions will be posted for at least five working days. If there is more than one opening, the employee may indicate a priority of choices.
- B. Duties and qualifications will be stated for each position.
- C. Vacancies and new positions shall be filled from the ranks of employees who are best qualified by ability and seniority.
- D. Notice of appointment will be sent to all applicants simultaneously with no waiting period for notifying those who applied before making appointment public knowledge.

HOURS AND OVERTIME PAY

- A. A regular shift shall be eight hours with a 30 minute duty free lunch period. A coffee or rest period not to exceed 15 minutes in the middle of the first half of shift and the last half of shift will be scheduled.
- B. When overtime cannot be filled within the unit or building it shall be on a rotation basis according to seniority within the occupational group.
- C. Any employee who has attempted to report for work and is unable to report because of an act of God shall be paid for the complete shift.
- D. At times other than during regular school hours, when any of the buildings, portions of the buildings or the grounds are to be used for an activity, the work involved

shall be done by an hourly rate employee outside of their regular schedule and compensated at time and one-half of the employee's regular rate of pay. If activity such as basketball practice is held on the weekend under the supervision of an approved employee, and upon the approval of the building principal; then cleanup time will begin following the completion of the activity.

This would not apply to small groups of students working with a teacher on a small project which would not warrant clean up time.

In the case of activities involving outside groups, the custodian will open the building and secure it in addition to taking time for clean up. As per contract outside groups are liable for the compensation of the custodian.

I. Call in time shall not be less than two hours any time except for building check unless employee checks more than one building.

Excused absences from the job for which the employee is paid shall be counted as an eight hour day.

1. Permission for any other short periods of necessary absence shall be sought through the employee's immediate supervisor.

F. The employee shall be paid time and one half for time worked beyond eight hours in any one day and over forty hours in any one week. Double time rate shall be paid for holidays and Sunday work except for building check.

1. Weekend and holiday building check shall be paid at time and one half of employee's regular pay and personnel shall be rotated.

G. All overtime driving on the weekend will be divided as equally as possible among all drivers, including junior high drivers.

H. Computation of back wages: No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

DAILY WORK SCHEDULES

A. 1. Employee work schedules may vary from building to building due to the special needs and circumstances peculiar to the building or the community which it serves. Employees are expected to report for duty within the organizational pattern of the building.

2. During the periods when school is not in session the normal working hours will be 7 a.m. to 3:30 p.m. except for any extenuating circumstances which shall be determined by the Assistant Superintendent for Business; the Assistant Superintendent for Business will notify the president of the union of any schedule changes during these periods.

B. The principal, the head of the building, shall be responsible to see that all facilities and equipment are maintained in an efficient manner so as to make full use of the building. The custodial work schedules shall be the responsibility of the building principal in cooperation with the supervisor of building and grounds and the head custodian.

C. The normal care and maintenance of the outside grounds and equipment shall be the responsibility of the head custodian.

D. Overtime will be divided between the full time employees of each building as evenly as possible.

E. Buildings shall be checked on weekends and holidays by custodians as designated by the building principals and other administrator.

1. Report shall be made by phone to the administration building between the hours of 8:00 a.m. and 9:00 a.m.

2. Custodians making building checks receive time and one half pay. Two hours per day for Senior High School. One and one half hours per day for secondary schools and elementary buildings exceeding 19 classrooms. One hour for elementary buildings with less than 20 classrooms.

F. Bus drivers will be given 15 minutes prior to their first scheduled trip for cleaning ice and snow from buses.

TERMINATION OF EMPLOYMENT

A. The best interest of the employee and the school system will be served where both the employee and the employer share the obligation to provide reasonable notice in writing when termination of employment is under consideration. As a guide, any time under two weeks notice may be considered unreasonable, except as circumstances warrant such action.

B. Employees terminating their services with the district are entitled to vacation pay for all accrued vacations, payable at the next payroll period following the date of termination.

C. Employees who have terminated employment shall be considered as new employees, if re-employed.

TRANSFER

A. Employees may be transferred only for just cause, at the discretion of the Business Administrator. Transfers shall be made in order to increase the efficiency of the maintenance program.

B. Employees affected will be notified in writing seven days prior to the date of transfer by the Business Administrator and a copy will be sent to the union (local) president. In all cases, transfer will be discussed with the principal and employee affected prior to written notice of transfer.

C. Rotation of employee during vacation periods for utilization of "team maintenance operation" is not considered a transfer, and can be done at the discretion of the Business Administrator.

D. Request for transfer on the part of an employee must be made through the building principal to the Business Administrator.

E. The seniority of an employee will not be affected by transfer.

RETIREMENT

A. The Board of Education has the right to retire any employee who reaches social security retirement age if or when in their judgment said action would be in the best interests of the pupils and/or the school district.

B. The retired employee, at his request, shall be granted a hearing by the Board of Education.

- C. After reaching retirement age, an employee may remain on regular status with annual approval of the Board of Education. Retirement at age 70 is mandatory. Annual physical examination is required of those employees retained beyond retirement age.

GENERAL PROVISIONS

Any person employed on an hourly basis to perform the work of an absent full time employee shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment. See page 6, item #5.

- A. Seasonal part time and substitute employees shall not achieve seniority status for the time worked in such capacity. In the event a substitute is used in this capacity for 60 consecutive work days, he shall be considered a regular employee under this contract beginning with the next consecutive day worked. Seniority shall begin as of the first day of continuous unbroken employment.
- B. The union shall be considered the collective bargaining representative of all full time employees as hereinbefore provided but not of seasonal part time and substitute employees.
- C. The Board shall not discriminate against or prejudice the rights of full time employees in respect to its arrangement with seasonal, part time or substitute employees.
- D. The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be for less than a full twelve month period each year, and, further that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees. Finally, in some full time positions under extreme circumstances, it could become necessary to employ a substitute on a day to day basis. To distinguish between these various classifications, the following definitions are agreed upon:
1. Full time employees: any employee whose position has an annual work period of nine (9) months or more on a regular work week is considered a full time employee and entitled to all benefits under this agreement, provided that certain benefits such as sick and emergency leave and vacation shall be credited on a pro-rated basis correlated to the amount of time worked in relation to a twelve month period. Employees occupying nine (9) month positions will be given consideration in applying for any twelve month position but his seniority will not carry over to such new assignment.
 2. Seasonal employees: all personnel employed on an hourly basis for work outside during the summer months shall be considered as seasonal employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis in accordance with rates established for substitutes. See page 6, item #5.
 3. Part time employees: all persons employed on an hourly basis scheduled irregularly for special part time services performed within the hours of the regular working day, shall be considered as part time employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis in accordance with the rates established for part time employees on page 6, item #5 of this agreement.

4. The Board agrees not to hire additional part-time help from September 2 to June 1, except three part-time employees already hired will be allowed to work from September 2 to June 1. Upon their termination of employment no part time help will be hired in their place.
5. When a group of part-time assignments make up a full-time employment, such may be discussed with the bargaining units.
6. A short-time assignment is of the nature that cannot be assigned on a full-time basis.
7. A part-time employee should not be assigned to replace a regular employee on regular custodial work when a regular employee from within the building will report and work on such assignment.

OPEN PERSONNEL FILE

- A. All annual evaluations shall be general in content. Specific items relating to a custodian's workmanship and behavior shall be resolved at the time of occurrence and not be included as specific isolated items in the yearly overall evaluation process.
- B. Each employee may examine the non-confidential/confidential and evaluation content of his personal file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such material.
- C. All materials that may be construed as being detrimental to promotions and future employment in the district will be removed and destroyed at one year intervals.
- D. Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceedings concerning such employee subsequent to his employment after employee has served one satisfactory year.

SPECIAL CONFERENCES .

- A. Special conferences for important matters shall be arranged between the local president and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours if possible.
- C. This meeting may be attended by a representative of the council and/or a representative of the International Union.
- D. All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten days following the conclusion of negotiations.

GRIEVANCE PROCEDURE

- A. Grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any provisions of the agreement.
- B. Time limits: The Board of Education or its representative shall answer any grievance reduced to writing presented to it by the Union.
 - 1. By the immediate supervisor within five (5) working days.
 - 2. By the Superintendent or his representative within five (5) working days.
 - 3. By the Board of Education within five (5) working days after the grievance was discussed with the Board of Education.
 - 4. The grievance must be presented in writing within five (5) days after knowledge thereof its occurrence.
- C. Supervisors. Immediate supervisor for all transportation and maintenance employees shall be the director of buildings and grounds. The immediate supervisor over the warehouse personnel shall be the purchasing agent. The immediate supervisor for all buildings custodial personnel shall be the building principal working in conjunction with the head custodian and the supervisor of building and grounds.
- D. The designated representative of the Board of Education shall be the Superintendent of Schools.

PRESENTING A GRIEVANCE

- A. As provided by law every individual employee has the right to present a grievance and have the same grievance adjusted without intervention of the union. If the adjustment is not inconsistent with the terms expressed in this contract and provided, the union is given the opportunity to be present at the adjustment.
- B. If an employee feels he has a grievance, he may discuss it with his immediate supervisor and/or his group steward.
- C. The steward may discuss the grievance with the immediate supervisor during his or after his normal working hours without being penalized for time lost off the job.
- D. If the matter is not resolved, it will be submitted in writing within five (5) days by the union president to the immediate supervisor.

Step 2. If the immediate supervisor's answer is not satisfactory to the union, the union president may within five (5) working days after the supervisor's answer submit the written grievance to the Superintendent, and a meeting will be set up within five (5) working days to discuss the grievance.

Step 3. If the Superintendent's answer is not satisfactory, the Union President may within three (3) working days transmit the written grievance to the Board of Education.

A meeting between the Union and the Board of Education shall be arranged within five (5) working days from the date the grievance was received by the Board of Education.

Step 4. If the Board of Education's answer is not satisfactory to the Union, it may within ten (10) working days transmit the grievance to the State Labor Mediation Board.

Step 5. If the Mediation Board fails to mediate the grievance the parties may agree that they will submit same to final and binding arbitration.

Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten(10) day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expenses in connection therewith.

SALARY AND BENEFITS

1. Salary schedule

A. Salary schedule is set forth in Schedule A attached to and becomes a part of this agreement.

Overtime will be paid at time and one-half of the contract salary. Regular hourly rate will be set by dividing annual salary by 2080. Overtime will be paid after eight (8) hours per day or after forty (40) hours per week. Overtime will be divided reasonably within building of each group of employees.

With exception of building check on Saturdays, Sundays and holidays, a minimum of two (2) hours service will be scheduled and paid when called in for overtime.

II Payroll Regulations

- A. The wages or salary of an employee shall start at the time he reports for scheduled duty. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board of Education.
- B. All payroll deductions or changes in deductions shall be supported by signed employee authorization slips. Except in change of union dues.
- C. No deductions from an employee's pay shall be made without his advance notice.
- D. Termination notices of employee authorized deductions shall be submitted in writing at least 15 days in advance of the effective date for which deductions are to be discontinued.
- E. Legal authorization forms to determine exemptions must be filled out by all new employees immediately and are to be revised within 7 days by an employee whose tax exemption status changes.
- F. Employees may use payroll deductions for the following:
 - 1. Hospitalization
 - 2. School Employees Credit Union
 - 3. United States Savings Bonds
 - 4. Union Dues
 - 5. United Foundation
- G. Time sheets must be submitted by those responsible the Friday preceding pay day, unless cleared with the Accounting Office for Monday submission. They must be signed by the Business Administrator or Principal, where it applies.

BUSINESS AND SICK LEAVE

- A. All regular ten (10) month instructional and non-instructional employees are entitled to eleven (11) days leave per year from service in their respective positions.

All twelve (12) month instructional and non-instructional employees are entitled to thirteen (13) days leave per year for the following specific reasons:

An employee shall be allowed 3 working days as funeral leave, not to be deducted from sick leave bank per year for each bereavement. This shall apply only to the immediate family. In a case where the distance is over five hundred (500) miles one way, five (5) working days will be allowed.

- 1. Personal illness or accident.
- 2. Serious illness of a member of the immediate family residing with the employee, to permit time to arrange for adequate care.

(Any other person acceptable as a deduction on personal income tax will also be considered with the same status as a member of the immediate family, but must be so stated in the written report of reason for absence.)

(Immediate family shall mean father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, or anyone who stands in place of parents.)

3. Death of a member of the immediate family, relative or friend.

A reasonable limitation on the time taken for any one such occurrence is expected to be that time necessary to be with the family and assist with the funeral arrangements.

4. To a limit of three (3) days in any one school year from the 13 days leave covered under this policy, employees may take time away from regularly assigned duties for such personal business that cannot be taken care of outside regular school hours for the following specific reasons:

a. The closing of purchase or sale of property which must be handled during time scheduled by a bank, mortgage company, etc.

b. To review tax settlements with local, state or federal agencies where such is impractical to be handled by correspondence. These appointments should be scheduled early in the day, or late in the day since one-half day is usually sufficient time to be away from the position.

c. Court appearances to give testimony or upon subpoena.

d. Legal counseling regarding personal matters when such legal counseling is not available outside regular work hours; reading of wills, closing of estates, etc.

e. Moving household goods which should be limited to one day for any one moving.

f. Counseling at a college or university regarding advanced degree, when such counseling cannot be handled by correspondence, telephone, outside of regular work hours.

g. Marriage ceremony where the employee is the bride, groom or a member of the official wedding party.

One (1) day is sufficient except where excessive travel makes it necessary for two (2) or three (3) days.

h. For specific emergencies that require the individual employee to be absent from his assigned duties such as:

(1) A serious fire at home.

(2) Furnace explosion or failure.

(3) Natural disaster at home such as windstorm damage, flooding damage, etc.

i. Other personal matters that cannot be taken care of outside the regular work day with the specific approval of the Superintendent.

- j. Exception: No personal business days will be granted on the day before or the day after a holiday except with the approval of the superintendent.
- k. Any employee called to jury duty will receive the difference in salary between the regular contract salary of the school district and the amount of money received for jury duty. The employee will report to Lakeview Schools for work when not actually serving jury duty.

Days served on jury duty will not be charged to the accumulated leave days.

- l. Any employee subpoenaed into court to give testimony relating directly to a student under the employee's charge shall be paid full salary minus the amount paid for the subpoena and will not have such days charged to the accumulated leave days.

Subpoena for personal matters not directly related to services with the Lakeview Schools is covered under C.

B. Items that will be specifically forbidden to be covered under leave policy with salary:

- 1. Extension of holiday leave or vacation.
- 2. Appointments with beauticians, etc.
- 3. Purchase or installation of equipment.
- 4. Conferences with child's teacher in another district unless there are extenuating circumstances that may be clearly identified.
- 5. To inspect or shop for real estate with a realtor or owner.
- 6. To repair ones automobile, house, appliance or equipment to save the cost of service fees.
- 7. To attend programs based upon employee's desire rather than necessity.

C. All employees shall report absence on form provided to his building administrator or immediate supervisor stating the reason for such absence. The written statement shall be filed with the Payroll Department.

D. All unused leave days shall be accumulated to a total of 140 days for twelve month employees. Ten month employees unused leave days shall be prorated.

E. Leave policy shall be administered at one day per month with one bonus day credited upon completion of each full contract year.

F. Whenever an employee is receiving loss of time workman's compensation he shall receive only the difference between his regularly established salary and the amount received for loss of time workman's compensation. Such time of absence shall be prorated against his accumulated sick leave in the same ratio as the amount of salary received from the school district for such days bears to the regular daily salary of the employee.

SICK LEAVE BANK

A. Extended Illness.

- 1. The Board of Education shall contribute one day per custodial employee for a non-cumulative sick bank.

2. The bank shall be administered by a five member committee composed of two members appointed by the custodial union, two appointed by the Board of Education, and chaired by the Superintendent.
 3. The committee may grant additional sick leave days, after the 10th calendar day of a continuous illness, up to the date of coverage of the disability insurance.
 4. A relapse of an extended illness covered by the sick bank, occurring within 30 days of the employee's return to work, may be immediately referred for consideration by the sick bank committee, without the waiting period.
- B. Abuse of sick leave. The following penalties may be invoked in cases involving use of sick and business leave for reasons other than herein described:
1. First Occurrence: loss of pay for those days involved.
 2. Second Occurrence: five day suspension without pay, in addition to loss of those days involved in the abuse.
 3. Third Occurrence: Board hearing for possible termination.
- C. Custodians will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment from the following list:
1. Mumps
 2. Measles
 3. Chicken Pox
 4. Scarlet Fever

A physician's statement shall be submitted to substantiate above reason for illness.

LEAVES OF ABSENCE - MATERNITY AND ILL HEALTH

- A. Any employee who has requested a leave of absence must have been employed satisfactorily for at least two years.
- B. An employee's services shall be terminated after the fifth month of pregnancy except that permission may be granted by recommendation of the Assistant Superintendent for Business and agreement by the Board of Education to extend services until the end of the seventh month of pregnancy. A doctor's statement regarding terms of pregnancy shall be provided by the employee.
- C. After two years of satisfactory service, a leave of absence may be granted for maternity without pay upon proper application to the Board of Education. Maternity leave of absence shall be for a period of not less than one or more than two school years.
- D. In case the period of confinement is interrupted, the employee may return as soon as physically able, dependent upon:
 1. A statement from her physician.
 2. A suitable opening for which she is qualified.

E. Upon the employee's return she shall:

1. Receive her accumulative sick days as of the time of her leave of absence.
2. Be placed in the classification level commensurate with the position for which she is hired.

EXTENDED LEAVE FOR ILL HEALTH

- A. An employee, after two years service, in this school system, may be granted a leave of absence for personal illness, accident, or equally grave emergency for rest and recuperation.
- B. Written applications for such leave shall be made by the employee, addressed to the appropriate Assistant Superintendent, who shall, upon receipt of same, make such investigations as he may deem necessary to determine to the best of his ability, if granting such leave would serve not only the interests of the employee but also the interest of the school district.
- C. In computing service to determine the employee's position on the wage and salary schedule upon return from a leave, the time spent on leave shall not be counted.
- D. Leave of absence as described shall be without compensation from this school district.
- E. The returning employee from sick or extended leave shall be restored to her original classification when such position is available, unless physically unable to perform the duties required by that position. The School Board will make every reasonable effort to place the employee in a position she is capable of performing, if such opening is available.
- F. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, the Business Administrator may request additional leave from the Superintendent and the Board of Education.

MILITARY LEAVE

- A. Any regular employee who may enter the defense forces of the United States for service or training, shall make application for military leave and shall, upon his return, be reinstated in this school system with full credit including the annual wage schedule increment. Such applicant must show proof that he can completely qualify for said position. The Board of Education shall make every effort to rehire any partially disabled veteran who left their employ for service in the Armed Forces.
- B. Said application for reinstatement shall be made not later than ninety (90) days from the date of his release or discharge.
- C. Twelve month employees who are members of Organized Reserve and all components of the Armed Forces of the State Militia who wish to fulfill Reserve requirements may take from two weeks to fifteen (15) days and shall be paid by the Board of Education a sum to make up the difference between the total pay and allowances the employee is paid by the Service and his regular salary.

WORKMAN'S COMPENSATION

- A. An employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Workman's Compensation Law of the State. The employee is not covered if the eight day period lapses between time of injury and report to the State office. The injury and accident shall be reported immediately to the Business Office. The first week's absence will not be deducted from the employees sick leave bank when absence is due to on the job injury covered by Workman's Compensation.
- B. Forms are available at the Business Office.

MISCELLANEOUS

- A. Bulletin boards will be provided in each building for the union's use in posting notices pertinent to the business administration of the union. The union shall also have access to the inter school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the school administration.
- B. There shall be district wide seniority so that everyone can bid on any job opening.
- C. The head custodian should have authority to direct the men with the cooperation and consultation of the principal and the supervisor of buildings and grounds.

VACATIONS

- A. New employees will receive vacation of 5/6 day per month worked from the beginning of their employment to June 30, end of the anniversary year.

Any service rendered prior to July 1 will be credited one full year on the vacation schedule beginning the second year. The first year will be prorated. Thereafter the anniversary date will be July 1 for step 2 on the salary schedule.

Beginning the 2nd, 3rd, 4th year	10 days
Beginning the 5th year	12 days
Beginning the 6th, 7th, 8th, 9th year	15 days
Beginning the 10th year	17 days
Beginning the 11th year	18 days
Beginning the 12th year	19 days
Beginning the 13th year	20 days
Beginning the 14th, 15th, 16th year	21 days
Beginning the 17th, 18th, 19th, 20th year	22 days

- B. Vacation pay will be paid prior to going on vacation provided 30 days notice is given in writing to the business office.

Vacations to be taken during the time school is not in session, between June 15 and August 30.

- C. Legal holidays falling within the vacation period shall not be counted as vacation days.
- D. No employee will be granted pay in lieu of vacation except when, in the opinion of the Business Administrator, with the approval of the Superintendent, it is to the best interest of the school district.

- E. Any employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days, including those days accrued at the then current calendar year.
- F. If an employee or member of his immediate family becomes ill and is under the care of a duly licensed physician during his or her vacation, the employee may upon certification of such illness, elect to utilize sick leave in lieu of his vacation. The employee's vacation will then be rescheduled.
- G. Special vacation exceptions beginning June 1974:

An individual custodian may apply in writing to the Assistant Superintendent for Business for a vacation exception to take accrued vacation during the school year under the following conditions:

- a. Up to a total of three such exceptions shall be granted to the entire custodial staff.
- b. Only two men shall be on such vacation at the same time.
- c. A three year interval shall occur before an employee may re-apply, unless the quota for that year is not filled.
- d. All applications shall be filed prior to June 1 to be considered for the following September-June period. Notifications as to the final selection shall be given to all employees who apply by June 11.
- e. Final selection shall be based on seniority.
- f. The vacation exception shall not exceed ten consecutive work days.

ABSENCE AND TARDINESS

- A. Employees reporting at the beginning of a work period who become ill after having worked at least three hours shall be counted as present for one half day, or after having worked at least seven hours shall be counted as present one full day.
- B. Employees who are tardy shall have salary deduction in units of one-fourth hour.

One-fourth hour deduction will be made for tardiness up to 15 minutes; one-half hour deduction shall be made for tardiness up to 30 minutes, etc.

- C. If an employee is tardy not to exceed ten minutes, not to exceed one day per month, no deduction will be made if his work schedule is carried out satisfactorily.

Abuse of this privilege, however, shall be considered cause for discipline.

HOLIDAY LEAVE

- A. Recognized paid holidays: The following shall be recognized as paid holidays

New Years' Day	December 24
Good Friday	Christmas Day
Memorial Day	December 31
Independence Day	Easter Monday
Labor Day	Tuesday following Easter Monday
Thanksgiving Day	if school is not in session.
Friday after Thanksgiving	

In 197~~6~~⁷-75 custodians will receive the Friday before Labor Day in lieu of Easter Tuesday.

- B. If any of the above listed days fall on a Saturday or Sunday, the day before or the day following may be taken off provided children are not in session in the school district. Compensatory time will be granted if schools are in session. This will be taken in the summer at the discretion of the building administrator.
- C. An employee, unless ill, must work the last day preceding a holiday and the first work day after a holiday in order to be paid for the holiday.
- D. An employee who claims illness on a day before or a day following a holiday or a vacation, may be required to furnish a doctor's statement.
- E. If Memorial Day or July 4 falls on Tuesday, employees will receive Monday off. If any of the above listed holidays fall on Thursday, employees will receive Friday off providing schools are not in session. Compensatory time will be granted if schools are in session. This will be taken in the summer at the discretion of the building administrator.

UNION BUSINESS

- A. Leave for Union Business: Members of the union elected to a local union position or selected by the union to do work which takes them away from their employment with the employer, may at the written request of the union receive a leave of absence, without pay, for a period of not to exceed one year. Leave approved by the Board of Education.

It is further understood that while the employee is on such leave of absence he shall accumulate his seniority with the school district. The employee may apply to the Board of Education for an extension of one additional year.

Employee will receive no fringe benefits while on leave.

- B. Members of the union elected to attend a function of the International Union such as a convention and/or conference, shall be allowed time off without loss of time or pay to attend such conference and/or convention as stipulated in this agreement not to exceed more than one per year.

CUSTODIAL CONFERENCE AND EXPENSE

All expenses will be paid by the Board of Education for custodians to attend the annual custodial conference in East Lansing. The number attending will be limited to fifteen members of the unit. The staff will be rotated with new employees having preference.

PAY PERIODS, ETC.

The yearly salary shall be divided into 26 equal pays for all 12 month employees and pay periods shall be on each second Friday, except in the case of holidays that fall on the scheduled pay date.

Subject to ratification by both parties, salaries will be paid provided the specific terms of the contract are not in violation of the Federal Pay Board's rulings.

All economical and non-economical items shall be retroactive to July 1 of each year.

DURATION OF AGREEMENT

This agreement shall be effective July 1, 1973 and shall continue in effect until the 30th of June 1975.

Unless there is written request by either party in accordance with the provisions of this agreement for re-negotiation, this agreement shall automatically be extended on a year-to-year basis, and it is expressly understood that it shall not expire unless either party makes a written request for re-negotiation.

LAKEVIEW BOARD OF EDUCATION

Date of Ratification

By _____
President

By _____
Secretary

By _____
Chairman
Bargaining Committee

INTERNATIONAL UNION OF THE AMERICAN
Federation of State, County and
Municipal Employees, Council 23

November 10, 1973
Date of Ratification

By _____
President

By _____
Secretary

By _____
Chairman
Bargaining Committee