

6/30/75

Temperance, Bedford Public Schools

MASTER AGREEMENT

between

Local 2071, Council No. 23

affiliated with

American Federation of State, County and Municipal Employees

and the

Board of Education

of the

Bedford Public Schools
Temperance, Michigan

July 1, 1973 through June 30, 1975

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Michigan State University

*Personnel Dept.
Bedford Public Schools
Temperance, MI 48182*

INDEX

Aid to Other Unions	2
Board's Rights	26
Bulletin Boards	17
Call In Time	22
Discharge	8
Discipline	9
Funeral Leave	29
General	29
Grievance and Arbitration	6
Holidays	24
Hospitalization	25
Job Openings	27
Job Related Court Appearances	22
Jury Duty	17
Lay Offs	11
Leaves of Absence	15
Line of Responsibility	23
Maintenance of Standards	20
Military Service	14
Occupational Disability	21
Overtime Premium and Rotation	19
Paid for Time	21
Paydays	20
Physical Examination and TB Tests	22
Promotions and Transfers	13
Purpose and Intent	1
Recall Procedure	12
Recognition	1
Record Examination	20
Reporting Time	21
Retirement	19
Safety	18
Seniority	9
Separability and Savings Clause	22
Shift Premium Pay	24
Sick Leave	27
Special Conferences	5
Stewards and Representation	5
Strikes and Lockouts	8
Substitute Employees	13
Supplemental Agreements	13
Termination of Agreement	30
Union Dues and Initiation Fees	3
Union Security	2
Vacations	25
Wages	31
Workmen's Compensation	23
Work Week	21

AGREEMENT

This agreement entered into this first day of July, 1973, between Bedford School District, Monroe County, Michigan, hereinafter referred to as the "EMPLOYER" and Local 2071, Council No. 23 affiliated with the American Federation of State, County and Municipal Employees, hereinafter referred to as the "UNION."

ARTICLE 1

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 cooperative relations between the respective representatives at all levels and among all employees. All parties to this agreement recognize and subscribe to the principal 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. NOTE: The headings used in this Agreement and the exhibits neither add to, nor subtract from the meaning but are for reference only.

ARTICLE 2

Recognition

A. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all custodial and maintenance employees exclusive of secretaries, clerks, supervisory, administrative and instructional personnel, 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.

All provisions of this Agreement shall be applied uniformly to all employees within the bargaining unit.

ARTICLE 3

Union Security

A. During the term of this agreement, any employee who is a member or becomes a member of the Union after his probationary period, shall maintain his membership as a condition of continued employment.

B. All present employees who are not members of the Union shall, within sixty (60) calendar days of the execution date of this agreement, and all future employees who do not join the Union shall, at the expiration of their probationary period, pay a service fee to the Union as a condition of continued employment for the term of this agreement, either directly or through the check-off provisions as set forth in Article V, on the following basis:

The service fee shall be the equivalent amount of the regular monthly dues of the Union.

C. The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, and the Union shall grant to all members equal voting rights.

D. Employees who fail to comply with this article shall be discharged within thirty days from date of written notification from the Union.

E. The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken by the Board or its designated agent for the purposes of complying with this article.

ARTICLE 4

Aid to Other Unions

A. The Employer will not aid, promote or finance any labor group or organization purporting to represent employees in the unit set forth in Article 2 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 5

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 term of this Agreement, deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of such employee. Check-off deductions shall be deducted from the _____ 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 the month immediately following the month in which he is no longer a member of 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, COUNCIL NO. 23,
LOCAL NO. 2071

“AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE FEE”

By _____
Last Name First Name Middle Name

To: _____
Employer

Effective: _____
Date

I hereby request and authorize you to deduct from my earnings a service fee once each month to be paid over to the treasurer of AFSCME. The amount deducted shall be based upon the amount specified in Article 3 of the collective bargaining agreement.

Employee's Signature

Street Address

City and State

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
(Please print) Last Name First Name Middle Name

To: _____
Employer

Effective _____
Date

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local Union No. 2071 and effective the same date to deduct from my earnings each month 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 of Local No. 2071 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 to the Employer within thirty (30) days immediately preceding the termination of my employment, or the termination date of the existing Agreement.

Employee's Signature

Street Address

City and State

ARTICLE 6

Stewards and Representation

A. The employees shall be represented by stewards, as follows: One steward shall be elected to represent all custodial and maintenance employees.

An alternate steward may be appointed by the President of the Union or his designated representative to replace the regular steward in the event of extended illness or absence.

B. To qualify for a stewardship, the employee shall have at least one year's seniority.

C. The Union shall notify the Employer, in writing, as to who the designated stewards are as soon as practicable after their election, selection or appointment.

D. It is mutually recognized that the principle of proportional steward representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.

E. Any additional representation shall be subject to the mutual agreement of the parties.

ARTICLE 7

Special Conferences

Special conferences for important matters may be arranged between the local president and the director of personnel and employee relations or his designated representative upon request of either party. Such meetings shall be between the employer and at least two representatives of the Union. 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 conferences shall be confined to those included in the agenda. Conferences shall be held at a time that is mutually agreeable. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE 8

Grievance and Arbitration

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work through the use of any method of lockout or legal proceedings.

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

C. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 The Union steward and/or aggrieved employee shall, within five (5) working days of the occurrence of any grievance, present the grievance in writing to the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds shall attempt to adjust the matter and his written response to the union steward and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists.

Step 2 If the grievance has not been settled at Step 1, it shall be presented in writing by the union steward and/or aggrieved employee to the Director of Personnel and Employee Relations within seven (7) working days after the response of the Supervisor of Buildings and Grounds. The Director of Personnel and Employee Relations shall respond in writing to the union steward and aggrieved employee (with a copy to the local union president) within fifteen (15) working days after receiving the grievance.

Step 3 If the grievance is not settled at Step 2, either party may request the services of a mediator from the Employment Relations Commission within ten (10) working days of the date an answer was due in Step 2. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

Step 4 If the grievance is still unsettled, the Union may, within twenty (20) working days after Step 3 is completed, and by written notice to the other party, request arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract, the grievance shall set forth specifically the Article and Section of the contract which is deemed to have been broken.

E. The investigative time by the steward for grievances shall be limited to off hours. Beginning with steps 3 and 4, the employer agrees that the steward, aggrieved party and the local president shall not lose time for any time spent at those steps of the grievance procedure. Meetings called for in steps 3 and 4 shall be at mutually agreed to times.

F. The grievance at steps 1 and 2 shall be answered by the employer with a statement of his reasoning and shall set forth his answer to the grievance.

G. The parties agree that all meetings held between the local Union and the Employer shall be open to a representative of the Council and/or International Union.

H. The time limits set forth in steps 1 through 4 may be extended by mutual written consent of the parties.

I. Should the union fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.

ARTICLE 9

Strikes and Lockouts

A. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, condone any strike as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford school district.

B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. Delivering immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work, and
2. Take such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

C. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 10

Discharge

A. The Employer shall not discharge any employee without just and stated cause. If, in any case, the Employer feels that it has just cause for discharge, the employee involved will first be suspended for five (5) working days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge. Upon request by the Union or employee, the Employer shall schedule a hearing within the suspension period and shall render a written reply to the aggrieved party and steward within two (2) working days from the date of the hearing.

B. If the matter is not resolved satisfactorily to the Union and/or employee, the Union and/or employee shall have the right to file a grievance beginning at the second step of the grievance procedure.

C. Step 3—Mediation—shall be an option step to the Union.

D. This provision is not applicable to an employee during his probationary period.

E. The Employer shall limit his use of the employee's past record in regard to prior discipline to a period of one and one half (1½) years.

ARTICLE 11

Discipline

A. The Employer shall not discipline an employee without just and stated cause. In so disciplining an employee, a written notice of the complaint must be given to the employee within (5) working days of occurrence. A copy of such notice shall also be given to the steward. Unless such written notice is given to the employee, it may not be used as evidence against such employee by the Employer.

B. The employer shall limit his use of the employee's past record in regard to prior discipline to a period of one and one half (1½) years.

C. The Union and/or employee may take up a discipline at Step 1 of the grievance procedure if they feel said discipline was unjust.

ARTICLE 12

Seniority

A. PROBATIONARY EMPLOYEES

1. Seniority shall commence after sixty (60) days worked and shall be retroactive to the date the employee commences regular full time work. If more than one employee commences work on the same day, the order of hiring shall determine the order of seniority. A new employee shall work under the provisions of this

agreement but shall be employed on a sixty (60) days worked trial basis, during which period he may be discharged without further recourse; provided, however, that the employer may not discharge for the purpose of evading this agreement or discriminating against a Union member. After sixty (60) days worked the employee shall be placed on the regular seniority list with seniority retroactive to the date of hire as a regular full-time employee.

2. The first premium of hospitalization insurance for a probationary employee shall be paid by the employer for the month in which the employee shall have accrued thirty (30) working days' probation.
3. Benefits from the leave day programs other than holiday leave shall be in accordance with the employee's date of hire and will be available to the employee after and if he completes the probationary period.
4. A probationary employee must work twenty (20) days before he is entitled to holiday pay.

B. TEMPORARY EMPLOYEES

1. Temporary employees are those employees hired to work during the period May 1 through October 30.
2. Temporary employees shall not accrue seniority.
3. Temporary employees shall be outside the coverage of the contract.
4. Temporary employees shall not be used to avoid posting of a full time position which is vacant as described in Article 17 entitled Promotions and Transfers.

C. SENIORITY LISTS

1. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employees.

2. The seniority list on the date of this Agreement shall indicate the names and classifications 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 every six (6) months.
4. Upon written request from the Union president, the Employer shall provide an up-to-date copy of the seniority list to the president.

D. LOSS OF SENIORITY RESULTING IN TERMINATION

An employee shall lose his seniority for only the following reasons:

1. Resignation
2. Discharge—by the employer not reversed by the grievance procedure.
3. Voluntary quit—absence from work three (3) consecutive days without notification. Exceptions shall be made in proper cases.

E. EMPLOYEES LEAVING THE BARGAINING UNIT

1. If an employee works for the employer in a position outside the bargaining unit, he shall lose all seniority after six calendar months in the non-bargaining unit position. If he returns within six calendar months, he shall return to his former position with accumulated seniority.

ARTICLE 13

Lay-Offs

A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.

B. In the event that it becomes necessary to temporarily reduce the working force, employees shall be laid off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, temporary and probationary

employees shall be laid off first. It shall be further understood that in the event of a layoff, the Union and Management will meet and discuss all aspects of the layoff to make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.

C. Employees to be laid off shall have at least two (2) weeks notice of the lay-off. The local Union president shall receive a list from the Employer of the employees being laid off on the date the notices are issued to the employees.

D. Anything above notwithstanding, and regardless of their positions on the seniority list, the president and chief steward 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 any reduction of personnel, all employees over 65 years of age will be retired before affecting other employees starting with the oldest employee and continuing thus until all employees of 65 years of age have been retired. Retirement age of custodial and maintenance employees shall be 65 years of age and retirement will become effective at the end of the fiscal year in which the employee becomes 65 years of age.

ARTICLE 14

Recall Procedure

A. When the working force is increased after a lay-off, the employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job. Notice of recall shall be sent to the employee at his last known address in writing. Within forty-eight (48) hours after receipt of the recall notice the employee shall notify the Employer of his intention to return to work and within ten (10) working days after receipt of the recall notice, he shall return to work. In proper cases exceptions shall be made. Failure to conform to this provision shall mean that the employee shall be considered to have severed his employment.

ARTICLE 15

Substitute Employees

A. There shall be no fringe benefits for substitute employees, but they shall be called by date of hire. No other section of this Agreement shall apply to said employees except that any substitute employee having worked ninety (90) days as a substitute, the 60-working day probationary period shall be waived when he or she is hired as a full-time employee.

ARTICLE 16

Supplemental Agreements

A. All proposed supplemental agreements shall be subject to good-faith negotiation between the Employer and the Union. They shall be ratified or rejected by Union membership within a period of thirty (30) days following the conclusion of negotiations.

ARTICLE 17

Promotions and Transfers

A. A promotion is an upward change in job classification within the unit which results in additional compensation for additional duties or responsibilities performed during the regular work day.

B. A transfer is a lateral change within a classification where there is no additional, or increase in, compensation. For example, a movement to another building or to another job within the classification falls into the definition of a transfer.

C. During the year when a vacancy occurs the Employer shall post for the bidding of said vacancy with classification, building, location, payrate, and hours. Job bid will be posted on the second working day after the vacancy occurs, for five (5) working days. Within an additional ten (10) working days the employee applying with the most seniority shall be awarded the posted job and assume the pay rate and job description of said job. The Union president shall be authorized to place the name of an employee on the bid sheet who is off due to vacation.

The successful bidder will have a thirty (30) working day break-in period unless he has previously held the job. On or before the thirtieth (30th) working day if the employee does not want the new job, he will revert back to the job he vacated. The name next in seniority on the bid list will be granted the job break-in period.

Application for job bids will be filed with the Personnel Director's office within the five day posting date. Seniority will be the governing factor on all jobs provided they have the ability to perform the job.

D. Notice of postings shall be given to the chief steward or his alternate who shall post at a conspicuous place (bulletin board of each building) so that all eligible employees will receive notice of the vacancy of new position open for bid.

E. The employer retains the right to determine the method of selection in reference to a foreman's position, however, if the person selected is from this bargaining unit, the following shall prevail: If an employee so chosen fails to qualify for such foreman's position within thirty (30) working days, he shall be returned to his prior status without loss of seniority. During the thirty (30) working day period, the employee will receive the same hourly rate called for under the employee's previous classification. If the employee fulfills the requirements of the foreman's position and continues in said position, the new hourly rate shall be retroactive to date of initial promotion.

F. An employee may exercise his rights to refuse promotion or transfers of a promotional nature without loss of seniority or bias.

ARTICLE 18

Military Service

Any employee in the custodial and maintenance departments who is called upon to participate in military service of our country shall at the time such services have been honorably completed, be returned to his or her position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within time specified by Federal Law after completing service.

ARTICLE 19

Leaves of Absence

A. Leave of absence without pay may be granted for any reasonable causes. These leaves are to be agreed upon by the Employer and the Union. The maximum leave of absence shall not exceed two months. No leave shall be granted to accept other employment.

B. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay.

During the time the employee is on a sick leave without pay, he will not lose his present seniority and he will accumulate seniority for a period of two (2) years or the length of his seniority, whichever is greater. When the employee returns to work, he will be placed in his former position. Without clearance from the school physician, the Employer shall not be required to reinstate any person who is not physically capable of performing the duties applicable to his position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.

C. Employees may be granted a leave of absence without pay, not to exceed one month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to his work or position. Such leave, however, shall be limited to no more than three (3) employees per year.

D. MATERNITY LEAVE—An employee who is an expectant mother shall be granted a leave of absence not to exceed one (1) year. It may be renewed, upon written request, for an additional one (1) year, with the approval of the Director of Personnel.

Expectant mothers shall request a leave in accordance with the written recommendations of the physician.

Parental Leave: An employee who, having completing five (5) years of service, adopts a child or acquires a family by marriage or assumes the legal responsibility of a family, may be granted a leave of absence not to exceed one (1) year.

E. Union Business: A member of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks notice is given. A leave of absence for such Union activity shall not exceed one month; nor shall more than three (3) such leaves be granted for such leave during a calendar year.

F. All employees granted a leave of absence for one month or more shall notify the Employer of his or her intent to return to work within five (5) working days of the expiration date of the leave of absence (except for maternity leave as set forth above).

G. An employee may return to work prior to expiration of a leave of absence, provided the employee gives the Employer at least three (3) working days' notice of his desire to return.

H. 1. Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

2. Authorization for a leave of absence shall be furnished to the employee by the Employer, and it shall be in writing.

3. Any request for a leave of absence shall be answered promptly.

4. In addition to accruing seniority while on any leave of absence granted under the provision of this Agreement, employee shall be returned to his position he held at the time the leave of absence was requested.

5. Upon the employee's return from a leave of absence, he shall receive all seniority rights and all benefits shall be based on his total length of service, which shall include his leave time.

6. The employer shall continue the insurance premiums for a period of one month while the employee is on sick leave without pay.

I. Absence for other than illness may be granted on approval of the Supervisor of Buildings and Grounds and subject to the availability of an adequate substitute. Any such request should be made at least one week prior to the date of anticipated absence.

ARTICLE 20

Bulletin Boards

A. The Employer shall provide space on bulletin boards in each building. Space will be reserved for the following:

1. Notice of union meetings
2. Notices of union elections and their results, where said notice pertains to Local 2071
3. Notices of union recreational and social events.

B. The Union agrees on behalf of its membership that it will not destroy, mutilate, or deface material placed on bulletin boards by the Employer. No political material may be placed upon the bulletin board.

ARTICLE 21

Jury Duty

A. Any employee who is summoned for jury duty examination and investigation must notify the personnel office within twenty-four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his normal week's pay.

Employees shall report for duty on those days of the week when by rule or custom no jury trials are conducted. Monday in Federal Court, Friday in Circuit Court. If an employee is required to sit on a jury, or spend time on a jury panel, such employee shall not be required to report for work on those days he sits on such jury or panel.

B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official, listing the dates he received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE 22

Safety

A. The Employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable status, court order, or governmental regulation relating to safety of person or equipment.

B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.

C. When there is a question as to whether the equipment is or is not in a safe operating condition, the Local Union president and the Supervisor of Buildings and Grounds shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify the alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a danger to his health or safety. If the matter remains unsettled, the employee and/or Union would have the right to proceed with the complaint through the grievance procedure beginning at Step 2.

D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e. bomb scare, high voltage lines, etc.

E. There will be an emergency telephone bell hookup in all buildings after the switchboard is closed.

F. The Employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions.

G. The Employer will furnish protective equipment and clothing (gloves, etc.) and keep the tools in safe repair.

ARTICLE 23

Retirement

Employees of the Bedford school district shall be retired at the end of the fiscal year during which their sixty-fifth (65th) birthday shall occur.

The present retirement program (Michigan Public School Employees Retirement Program) shall remain in effect.

ARTICLE 24

Overtime Premium & Rotation

A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time-and-a-half.

B. Overtime shall be allowed under emergency conditions and must be approved by the Supervisor of Buildings and Grounds in advance.

C. All work on Saturday, Sunday, and a holiday shall be paid at the minimum rate of time-and-a-half.

D. All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. All paid leave days will be counted in computing the forty (40) hours. Overtime is to be computed on the basis of the following:

<u>Amount of Time Worked</u>	<u>Time Allowed Per Day</u>
0-7 minutes	No time allowed
8-15 minutes	15 minutes
16-30 minutes	30 minutes
31-45 minutes	45 minutes
46-60 minutes	60 minutes

E. Overtime will be rotated by building for custodians and by department for maintenance and by department for utility.

F. All work in excess of fourteen consecutive hours shall be paid at the minimum rate of double time.

G. When all custodial employees refuse overtime in a building, the overtime shall then go to the Utility Department.

H. When all employees in the Maintenance Department refuse overtime in that department the overtime shall then go to the Utility Department.

ARTICLE 25

Pay Days

Existing pay days and pay periods shall remain in effect.

ARTICLE 26

Record Examination

The Employer may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the school board pertaining to a specific grievance.

ARTICLE 27

Maintenance of Standards

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in the agreement. It is agreed that the provisions of the section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within three (3) months from the date of error.

ARTICLE 28

Reporting Time

Any employee reporting for work on his regular scheduled time who is sent home through no fault of his own shall be paid for four (4) hours' work at the regular rate of pay, but the employee must remain available for work for the four hour period he is being paid for.

ARTICLE 29

Occupational Disability

A. Any employee in any work classification covered by this Agreement who has been incapacitated at his regular work or by injury or compensable occupational disease while employed by the Board of Education may be employed in other work in the various departments of the school system at work he can perform.

B. Employees injured on the job and sent home because of injury shall be paid for the remaining unworked hours of that day.

ARTICLE 30

Paid for Time

All employees shall be paid for all time spent in the service of the Employer. Time will be figured from the time an employee is required to begin his work until he is released from duty.

ARTICLE 31

Work Week

A. The work week for all employees on a full-time basis shall consist of five (5) eight (8) hour days.

B. The work week to start Monday and end Friday except where shift work prevails. Excluded from this section shall be security personnel.

ARTICLE 32

Call In Time

Any employee called to work outside his regular working hours shall receive a minimum of two (2) hours compensation.

ARTICLE 33

Job Related Court Appearances

Any employee involved in an accident while on duty who is subpoenaed or who is required by the Employer to appear in court due to this accident shall suffer no loss in pay.

ARTICLE 34

Physical Examinations and Tuberculosis Tests

A. A physical examination is required of all newly employed personnel. The choice of physician shall be the board's, and the expense of this examination is borne by the employer. The Board of Education will reimburse the employee for this expense when the business office is presented with a statement from the doctor. The report of physical examination must be returned to the Personnel Office before employment begins.

B. A statement from a qualified physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Supervisor of Buildings and Grounds.

ARTICLE 35

Separability and Savings Clause

A. If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other

than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE 36

Line of Responsibility

A. Custodial employees shall be directly responsible to the head custodian of the building to which they are assigned. The head custodian shall be directly responsible to the custodial foreman.

B. Employees in buildings which do not have a head custodian shall be directly responsible to the Supervisor of Buildings and Grounds.

C. Maintenance and Utility employees shall be directly responsible to the Supervisor of Buildings and Grounds.

D. Warehouseman shall be directly responsible to the Director of Business Affairs.

ARTICLE 37

Workmen's Compensation

Each employee will be covered by the applicable Workmen's Compensation laws. The Employer shall pay the difference between the Workmen's Compensation payment and the employee's regular salary when the insurance company starts the compensation for a period of six (6) calendar months.

ARTICLE 38
Shift Premium Pay

Shift premium will not be paid during times when shift workers are temporarily re-scheduled to the day or afternoon shift.

ARTICLE 39
Holidays

A. The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays: New Year's Day, Friday before Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day following Thanksgiving Day, the day before Christmas and Christmas Day even when not worked regardless of the day of the week on which it falls, provided the employee complies with the qualifications set forth herein. One half day holiday will be allowed on the day before New Year's Day when it falls on a regularly scheduled work day Monday through Friday.

B. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employees must work the regularly scheduled work day which immediately precedes and follows the holiday unless the employee is on paid sick leave, on vacation, or unless the absence is mutually agreed to.

1. Persons on sick leave without pay are not eligible for holiday pay.
2. Employees must be employed by the board for a period of twenty (20) working days before becoming eligible for holiday pay.
3. An employee off work and receiving workman's compensation will receive holiday pay for holidays falling within the first six (6) months of workmen's compensation coverage.
4. If an employee is required to work on a holiday, time and one half shall be paid for all time allowed by the employee's supervisor. This is in addition to regular holiday pay.

5. In the event the holiday falls within the employee's vacation period, he shall be granted an additional day to compensate for the holiday.

ARTICLE 40

Hospitalization

The Board agrees to pay one hundred percent (100%) of the cost of Super Med 2 health insurance for all custodial personnel covered by this contract and this shall include immediate dependents. This does not include any other option offered by the M.E.S.S.A.

ARTICLE 41

Vacations

A. Custodial personnel employed twelve (12) accumulated months as of July 1 are entitled to two (2) weeks paid vacation. Personnel employed for a period of six (6) accumulated months, but less than twelve (12) months, as of July 1, are entitled to one (1) week paid vacation. For the 1972-73 fiscal year, after completing nine (9) years of employment an employee shall be entitled to three (3) weeks vacation with pay; after completing twenty (20) years of employment an employee shall be entitled to four (4) weeks vacation with pay.

B. Employees will make arrangements for their paycheck during vacation to be paid on the regular payday.

C. If an employee is laid off or retired he shall be paid for any unused vacation credit including any accrued vacation days in the current fiscal year.

D. Any employee who quits after two years of service shall receive vacation pay based on a formula of 1/12 of the normal allowance for each month of completed service.

ARTICLE 42

Board's Rights

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Bedford;
2. continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
3. direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees;
4. determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
5. determine the qualifications of employees, including physical conditions.

B. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

C. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

D. The Board agrees it will not sub-contract work which will result in a reduction of the regular staff.

ARTICLE 43

Job Openings, Transfers, and Temporary Assignments

A. In the event an employee is transferred from one position to another in the same classification, the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. If an employee is transferred to a lower classification at the employee's request or at the convenience of the district, the employee will receive the hourly rate called for in the classification the employee is assigned.

B. A regular employee temporarily assigned to a position of a higher classification shall receive the pay for the position to which the employee is temporarily assigned.

C. A regular employee taken from his regular work temporarily to perform other duties paying a lower rate shall receive the rate of his regular job.

ARTICLE 44

Sick Leave

The following sick leave policy is applicable to full-time employees covered by this Agreement:

A. An employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.

B. Sick leave is accumulated on the basis of one day per month of employment.

C. The number of days of sick leave not used during the year shall be unlimited in accumulation.

D. Upon retirement, employees shall receive one-half day's pay for each unused, accumulated sick day not to exceed ninety (90) sick days.

E. Upon the death of an employee payment of unused sick leave as per Section D shall be made to the employee's spouse or if the employee is single, to the employee's estate.

F. A medical certificate may be required by the supervisor at the employee's expense as evidence of an employee's illness or injury.

G. An employee who reports on sick leave must notify the home or the office of the Supervisor of Buildings and Grounds not later than four (4) hours prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.

H. An employee absent due to the illness of members of his family may choose to deduct these days from his sick leave. Family is to be defined as: father, mother, brother, sister, husband, wife, or child. Absence due to extremely serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, or grandfather may also be deducted from these days if the employee chooses.

I. Employees covered by the terms of this contract may use two (2) days per year of their accumulated sick leave for business purposes.

J. Sick leave accrued shall not be disturbed in any of the following cases:

1. Absence on leave without pay
2. Transfer from one classification or department to another
3. Full-time employee recalled from lay-off

K. The Supervisor of Buildings and Grounds shall certify to the legitimacy of a claim for compensation for absence.

L. Days already accumulated by a full-time employee prior to the adoption of this policy shall remain in force.

M. Employees reporting at the beginning of their work period who are forced to leave any time after three (3) hours of work because of illness or death in family shall be counted absent one-half ($\frac{1}{2}$) day. Employees that are forced to leave before three (3) hours of work for the same reasons shall be counted absent for a full day.

N. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.

O. One additional month's hospitalization premium shall be paid by the employer when an employee is sick or injured and has exhausted his sick leave and vacation leave.

ARTICLE 45

Funeral Leave

A. Three days funeral leave for each death in the family shall be allowed during a year. Family is defined as: father, mother, brother, sister, husband, wife, or child. These days will not be deducted from earned sick leave. If travel time is necessary, approval for additional days for travel must be obtained from the Director of Personnel and Employee Relations.

B. Absence due to the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, or grandfather may be deducted from an employee's accumulated sick leave days of the employee chooses.

GENERAL

A. LUNCH PERIOD—Personnel schedules allow one-half hour for lunch.

B. BREAK PERIOD—Employees covered by this Agreement are entitled to a break period for each four (4) hours of work. The first break period will be of ten (10) minutes duration and the second break period will be of fifteen (15) minutes duration. Personnel will remain on the site to which they are assigned during their break period.

C. ABSENCE FROM WORK DURING SCHEDULED WORK HOURS—Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in case of extreme emergency, during lunch period, or with prior approval of the Supervisor of Buildings and Grounds.

ARTICLE 46

Termination of Agreement

This Agreement shall become effective as of July 1, 1973, and remain in full force and effect until June 30, 1975. It is mutually agreed that this Agreement may be re-opened each year upon sixty (60) days written notice prior to the anniversary date (July 1, 1975) for the purpose of negotiations. In the event no notice is given of the intention to re-open, then all of the features of said Agreement shall automatically be renewed for an additional year.

Paul H. Swy, President
Bedford Public Schools
Board of Education

Ted V. Shinkle, Secretary
Bedford Public Schools
Board of Education

Verl Kessler, President
LOCAL UNION NO. 2071 affiliated with the
American Federation of State, County, and
Municipal Employees

Violet Goldsmith, Secretary
LOCAL UNION NO. 2071 affiliated with the
American Federation of State, County, and
Municipal Employees

AFSCME Staff Representative

WAGES

Custodians and Maintenance

July 1, 1973 to June 30, 1974

Custodian No. 1

Starting Rate	3.57 per hour
After 30 Working Days	3.67 per hour
After 60 Working Days	3.77 per hour

Custodian No. 2

Starting Rate	3.57 per hour
After 30 Working Days	3.72 per hour
After 60 Working Days	3.87 per hour

Day Custodian 3.92 per hour

Head Custodian 4.12 per hour

Maintenance Men 4.12 per hour

Utility Men 3.92 per hour

Shift Premium for midnight shift .15 per hour

July 1, 1974 to June 30, 1975

Custodian No. 1

Starting Rate	3.80 per hour
After 30 Working Days	3.90 per hour
After 60 Working Days	4.00 per hour

Custodian No. 2

Starting Rate	3.80 per hour
After 30 Working Days	3.95 per hour
After 60 Working Days	4.10 per hour

Day Custodian 4.15 per hour

Head Custodian 4.35 per hour

Maintenance Men 4.35 per hour

Utility Men 4.15 per hour

Shift Premium for midnight shift .15 per hour