

8-21-75

Benton Harbor

A G R E E M E N T

THIS AGREEMENT entered into this 14 day of August, 1972, by and between the BENTON HARBOR AREA SCHOOLS, Berrien County, Michigan, hereinafter referred to as the Board or Employer, and BENTON HARBOR CUSTODIAL AND MAINTENANCE UNIT, Chapter of LOCAL NO. 953, affiliated with COUNCIL NO. 55 of the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union,

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee and the Union. Recognizing that the well being of the Employer and the job security of the employees depend on the Employer's ability to continue to provide the proper facilities for those whom the Employer serves, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all employees employed as full-time and part-time custodial employees, maintenance employees, mailman, stock and delivery driver, stock-room attendant and bus mechanics of the Employer, excluding temporary employees and student help, head custodians, maintenance supervisor, supervisor of custodians, warehouse supervisor and all other employees of the Employer.

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Section 2: (a) Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay to the Union each month a service charge in an amount equal to the regular monthly dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee -- (if not already a member) and the periodic dues and/or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.

(f) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

1. During the life of this Agreement,  
for those employees for whom properly

executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay the second pay period each month, the applicable amount designated in writing to the Employer by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to said Secretary-Treasurer of the Union along with a list of employees from whom the deductions were made. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this sub-section and paragraphs (a) thru (f) above.

Section 3: The management of the school and the direction of the workers is vested exclusively in the Board, including, but not limited to, the right to hire, transfer, promote, or discharge for just cause, to continue to make reasonable rules regarding the safety and work conduct of employees, to use improved methods or equipment, to buy equipment or products, to adjust the manpower to the work on hand and the hours anticipated, and all other functions of management not specifically limited or abrogated by the terms and provisions of this Agreement or by law.

Section 4: The Board and the Union agrees that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, marital status or political belief nor shall the Board or its agents nor the Union, its agents or members, discriminate against any employee because of his or her membership or non-membership in the Union.

Section 5: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activities

on the Employer's time or premises.

- (a) The Union shall have the right to elect or designate one (1) steward for every fifteen (15) employees in the bargaining unit and each steward shall have one (1) alternate who shall function only in the absence of the regular steward, all of whom shall have completed their probationary period.
- (b) The Union shall inform the Board in writing as to who has been appointed or elected stewards for the bargaining unit and the alternates therefor.
- (c) The Union shall be represented by a grievance committee of not to exceed three (3) members, all of whom shall have completed their probationary period.
- (d) Stewards and grievance committee members shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure, but only the local unit President or his designated representative shall be paid for the time necessarily spent in attending the arbitration hearing. It is expressly understood that, in no event, shall any Union representative leave his work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of his immediate supervisor, which approval will be granted, as soon as is practicable after the urgent or critical aspects of the job have been completed, then if denied, such denial shall be a proper subject of the grievance procedure.

- (e) School rooms may be used by the Union for meetings and special programs, provided that:
- (1) Arrangements are made in advance with the Building Principal or Director of Buildings and Grounds.
  - (2) Meetings are scheduled within the regular shift hours of the custodial staff or special clearance is obtained from the Director of Buildings and Grounds.
- (f) It is understood and agreed the Council Representative shall have the right to discuss Union matters over the telephone with the local president or stewards and in addition thereto shall have the right to visit employees on the Employer's premises provided he notifies the Department Head prior thereto.

Section 6: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

### ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: FIRST STEP. An employee who has a complaint must submit his complaint orally to his supervisor with or without his steward, within three (3) working days after the occurrence of the event or after the employee has knowledge or should have had knowledge of the event upon which the complaint is based. The immediate supervisor shall give the employee an oral answer to his complaint within three (3) working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him.

Section 3: SECOND STEP. In the event the complaint is not settled as provided in the First Step, the complaint shall be reduced to writing upon an appropriate form furnished by the Union in triplicate, stating the facts upon which it is based, when they occurred, specifying the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and the steward and must be presented by the employee or steward to the Director of Buildings and Grounds in duplicate, with a copy to be sent to Council 55 within two (2) working days after receipt of the First Step answer. The steward or the Grievance Committee shall then promptly meet to discuss the written complaint with the Business Manager or other representatives designated by the Board. The Business Manager or his designated representatives shall investigate and arrive at a decision regarding the complaint within five (5) regularly scheduled working days following receipt of the written grievance.

Section 4: THIRD STEP. If the grievance has not been resolved in the foregoing steps and either the Union or the Board decides to carry the grievance further, the moving party shall, within ten (10) regularly scheduled working days, process the grievance to the Appeal Board as set forth below:

- (a) The Appeal Board shall consist of one (1) representative selected by the Employer, one (1) representative selected by the Union and a mediator appointed by the State Employment Relations Commission. The Appeal Board shall meet within fourteen (14) calendar days after receipt of the above appealed notice by the non-moving party and shall render a decision within seven (7) calendar days following such meeting which decision, provided it is unanimous, shall be final and binding on the parties to this Agreement.
- (b) In the event the Appeal Board, above described, is unable to arrive at a unanimous decision, either party may submit the grievance to arbitration to the American Arbitration Association

in accordance with its voluntary labor arbitration rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Appeal Board's answer in Step Three of the grievance procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and shall not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union.

Section 5: Grievances which are not appealed within the time limits specified herein shall be considered to be settled on the basis of the Board's last answer. If the Board fails or neglects to answer a grievance within the time limits specified herein the grievance shall automatically be referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration.

- (a) It is understood and agreed that the time limits specified in this grievance procedure may be extended by agreement between the Employer and the Union.

Section 6: Any settlement arrived at between the Board and the Union of a grievance will be reduced to writing in duplicate and signed by the Board and the Union. Council 55 of the Local Union will receive one (1) copy and the Board will retain one (1) copy of such settlement.

Section 7: Wherever the words are used in this Agreement, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 8: It is agreed that employees shall not be preemptorily discharged, after the date of this Agreement, but that in all instances in which the Board may conclude that an employee's conduct may justify discharge, such employee shall first be suspended without pay. In all cases of suspension, the Board shall promptly notify the Union steward in writing. Such initial suspension shall be for not more than five (5) regularly scheduled working days, and if such suspension is converted to a discharge, such discharge shall not be made until the end of said five (5) day period. During this period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing with respect to the action taken at the Second Step of the grievance procedure before the Union representatives and the Business Manager and/or his designated representatives. After such hearing or if no such hearing is requested, the Board shall decide, dependant upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted to a discharge or that the employee should be reinstated with full back pay.

- (a) In the event it should be decided by the Appeal Board, or at arbitration that the employee was unjustly suspended or discharged, the Board shall reinstate such employee and pay full compensation, partial or no compensation for time lost from work due to such suspension or discharge as determined by the Appeal Board or arbitrator which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he may



have earned at other employment during such period.

#### ARTICLE IV - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Board. The Board agrees that it will not lock-out the employees.

Section 2: Any employee, groups of employees or Union steward who instigates, aids or engages in a strike, slowdown or any other concerted interference with the operations of the Board may be disciplined or discharged in the sole discretion of the Board.

#### ARTICLE V - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Board which shall be from his most recent date of hire. Absences from work due to illness, accident, leaves of absence or layoff shall not be construed as a break in continuous service except as hereinafter provided.

Section 2: Student help shall be defined as those employees who are enrolled in school or college programs. Temporary employees shall be defined as those employees who are hired for a specific job or period of time which shall not exceed ninety (90) calendar days unless mutually agreed between the parties hereto to extend said time limit, it being understood that it is in no way the intent of the Employer to use these employees to displace regular full-time or regular part-time employees who are members of the bargaining unit, nor is it their intent to use these employees to circumvent the payment of overtime. Part-time employees shall be defined as those employees who normally work less than four (4) hours per day.

Section 3: All new employees shall be probationary employees until they have worked ninety (90) days since their most recent date of hire. The ninety (90) working days probationary

period shall be extended by the additional number of days necessary to make up for duty days missed through the employee's absence and/or school vacation days. The Employer agrees to notify the Unit Chairman in writing of the new employees and the date they are hired at the same time the Payroll Department is notified.

- (a) During the probationary period the employee shall have no seniority status and may be laid off or dismissed from employment in the discretion of the Board without regard to his relative length of service.
- (b) Upon satisfactorily completing his probationary period, the employee's name shall be added to the seniority list as of his most recent date of hire. For the purpose of this section, "date of hire" shall be the date the employee first reported for work pursuant to the instructions from the Board.

Section 4: The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30th of each year and changes, as they occur, will be furnished to the Unit Chairman. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: An employee's seniority shall terminate:

- (a) If he quits, retires, or is discharged, which discharge is not reversed in the grievance procedure.

- (b) If he is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- (c) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice, sent by certified mail of such recall, is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within ten (10) calendar days after such notice is sent or upon the day established by the Employer for his return, whichever is the later.
- (d) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.
- (e) If an employee is laid off for lack of work or funds for a continuous period of twenty-four (24) or more consecutive months.

Section 6: When it becomes necessary to layoff employees due to lack of work or funds, temporary employees, probationary employees and part-time employees shall be the first to be laid off provided there are employees with seniority who are available and can satisfactorily perform the available work with a break-in period but without training. Thereafter, the

employees in the affected job classification with the least job classification seniority shall be the ones laid off, provided senior employees in the job classification are available and can satisfactorily perform the required work of such laid off employees with a break-in period but without a training period. In the event there are no employees with more job classification seniority who are available and can satisfactorily perform the available work of those scheduled for lay-off, then the junior employee or employees in such job classification shall be retained and the next least junior employee or employees shall be laid off.

- (a) If it becomes necessary to eliminate a job classification or reduce the number of employees in a job classification, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification may exercise their seniority to replace the employee with the least unit wide seniority in any lower rated job classification, seniority permitting, which work such replacing employee can satisfactorily perform with a break-in period but without a training period. Employees thus displaced from a job classification shall be entitled to exercise the same right.

Section 7: When employees are recalled to work following layoffs for lack of work or funds, they shall be recalled to the job classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved with a break-in period but without a training period shall be the first to be recalled.

Section 8: (a) The filling of vacancies and newly created jobs within the bargaining unit shall be made on the basis of qualifications and seniority. Job vacancies will be posted for a period of seven (7) calendar days setting forth the job specifications for the position in a conspicuous place in each building. Employees interested shall apply within the seven

(7) calendar days posting period. The senior employee applying for the vacancy and who meets the job specifications may be granted a four (4) week trial period to determine his ability to satisfactorily perform the job, or his desire to remain on the job.

In the event the senior applicant is denied the position and disagrees with the decision of the Employer, he shall have the right to grieve.

(b) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Eligibility. In the event an employee bids for and is assigned to a job, and for any reason asks to be relieved, or is considered to be unsatisfactory by the Administration within six (6) months, he must work as an extra unassigned employee until another regular job opening entitles him to bid on a regular job. In case the employee is not satisfactory in the new assignment, he shall revert to the step of the wage schedule of the classification he left.

(f) Employees shall not be allowed to bid on jobs within their respective job classification.

Section 9: In the event an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 10: The Board shall have the right to temporarily transfer employees from one job to another job irrespective

of their relative seniority status to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the duration of such absences. The Board shall have the right to temporarily transfer employees to fill temporary jobs and to take care of unusual conditions or situations, provided senior employees are offered the transfer first, which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of permanent openings or vacancies. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial period is over and he is permanently assigned thereto.

Section 11: By mutual agreement of the Board and the Union, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, irrespective of his seniority, to an open job he is capable of satisfactorily performing or may displace an employee with less seniority in a job classification he is capable of satisfactorily performing.

Section 12: Notwithstanding their position on the seniority list, during the period of their appointment, stewards shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in their district for which they have the then present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that in the event of a curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit them to remain at work in their district at which time the super-seniority provided for in this paragraph may be invoked.

- (a) Notwithstanding their position on the seniority list, the President, Vice President, Secretary, Treasurer, and Unit Chairman of the Local Union shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in the bar-

gaining unit for which they have the then present ability to satisfactorily perform. It is understood and agreed that such Union representatives shall be required to exercise their actual seniority under the terms of this Agreement until such time as such actual seniority will no longer permit them to remain at work, at which time the super-seniority provided for in this subparagraph may be invoked.

Section 13: Regular shift may be changed by mutual agreement of the parties involved.

#### ARTICLE VI - LEAVES OF ABSENCE

Section 1: An employee who, because of illness or accident, is physically unable to report for work or due to a prolonged illness in the immediate family shall be given a leave of absence without pay and without loss of seniority of not to exceed two (2) years provided he promptly notifies the Employer of the necessity therefor with a certification from a physician and further that he supplies the Employer with a certification from a physician of the necessity for such absence and the continuation thereof when the same is requested by the Employer.

- (a) If such employee is able to return to work within ninety (90) calendar days after the start of such leave he shall at such time be entitled to immediately displace an employee with less seniority for whose job he is qualified and can satisfactorily perform without training, providing he supplies the Employer with a certification from a physician that he is able to return to work.
- (b) If such employee is not able to return to work until after ninety (90) calendar days following the start of

such leave, he shall be re-employed in his former position if it is available, or in another position in the same classification, providing there is a vacancy he can satisfactorily perform without training and further, that he supplies the Employer with a certification from a physician that he is able to return to work.

Section 2: Pregnant employees shall be granted and must take a maternity leave of absence without pay and without loss of seniority starting with the end of the fifth month of pregnancy and terminating with the end of the third month following the termination of pregnancy. Such maternity leave may be extended up to an additional four (4) months if such employee presents a statement from a medical doctor certifying that she is physically unable to return to work.

- (a) In special cases, with the employee's doctors and the Board's written approval, a pregnant employee may be permitted to continue working beyond the five (5) months limitation above referred to provided the pregnant condition does not interfere with the employee's attendance record or physical ability to satisfactorily perform her job duties.
- (b) Employees who are given leaves of absence due to pregnancy shall be eligible to return to work to the first permanent vacancy that thereafter exists in a job for which such employee is qualified and has the then present ability and physical fitness to satisfactorily perform without training. Upon such reinstatement, the employee will be credited with the amount of seniority she had at the start of the maternity leave of absence. If an employee on such leave of absence fails to apply for a reinstatement within the time



set forth above, such employee shall forfeit any and all rights to return to work under the provisions of this section.

Section 3: An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he performs jury duty and on which he otherwise would have been scheduled to work for the Board shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from his employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at his regular rate of pay. The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give his immediate supervisor prior notice that he has been summoned for such jury duty and the days for which he claims such payment. Provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 4: Members of the Union elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Employer. The time limit shall be two (2) weeks in any fiscal year.

Section 5: The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions granting such rights.

#### ARTICLE VII - PAID SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: All full-time employees shall earn and accumulate paid sick leave credits on the basis of one (1) day per month

for each month the employee works. Unused paid sick leave credits shall accumulate from year to year without limit. A record of the sick leave accrued through June 30 of each year shall be given to the employee in the fall of the year.

Section 3: In order to qualify for sick leave payments, the employee must report to his immediate supervisor as soon as possible but not later than one (1) hour prior to his normal starting time on the first day of his illness unless in the judgment of his immediate supervisor the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible. Employees must notify the Director of Buildings and Grounds one (1) hour prior to the close of the business day the day before their intended date of return.

- (a) The Employer shall have the right to require the employee to furnish a doctor's certificate attesting to the necessity for the absence if the Employer has good and sufficient reason to suspect the employee is abusing the sick leave provision. If the doctor's statement is required, the employee will be notified in writing in advance that in the future it will be required, and it must state the cause of such absence, confirm the necessity therefor and, before the employee resumes his normal duties, must state that the employee is physically able to return to and perform his job duties.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 4: Qualified employees who furnish proof satisfactory to his immediate supervisor may use accumulated paid sick leave subject to the following limitations:

- (a) Leaves for critical illness of a member of an employee's immediate

family shall be available for a period of not to exceed ten (10) regularly scheduled working days per fiscal year, unless his immediate supervisor grants him additional time off from work.

- (b) Leaves for dental and/or doctor appointments that could not be made for times other than during regular duty hours, provided the employee notifies his immediate supervisor in writing as soon as the appointment is made.
- (c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of death if requested.

Section 5: All employees who at the time have completed their probationary period shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits. However, payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, grandparents, parents, parents-in-law, brother, sister, grandchildren, also in-laws and for any other person for whom the employee is financially and physically responsible. To be eligible for such pay the employee must attend the funeral. Seven (7) additional days leave of absence may be taken provided the employee has sufficient unused paid sick leave credits accumulated. If the Board requests proof of death the employee must present the same in order to receive the pay herein referred to.

Section 6: One (1) day of paid sick leave for full-time

employees shall be equivalent to the number of hours they regularly work in a regular work day, at the rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested. One (1) day of paid sick leave for permanent part-time employees shall be equivalent to the number of hours such part-time employee normally works per day at the applicable rate as above specified.

- (a) Whenever sick or business leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 7: An employee who has completed six or more months of continuous service since his last hiring date shall be allowed two (2) business leave days per year provided prior written approval has been obtained from the employee's immediate supervisor at least two (2) days in advance of the expected time off. Such business leave days shall be deducted from the employee's unused accumulated bank of sick leave credits. Business leave means an activity which requires the employee's presence during the regularly scheduled work day and which is of such a nature that it cannot be attended to at a time when he is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period.

#### ARTICLE VIII - WAGES AND HOURS

Section 1: The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours Monday through Friday, both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

Section 2: The first shift, or day shift, shall normally be scheduled to start on or after 4:00 a.m. but prior to 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any

shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. All employees shall have a regular starting and quitting time.

- (a) It is understood and agreed that any regular shift that starts prior to midnight and ends the following morning, for the purpose of this agreement, shall be construed to have been worked in its entirety on the day upon which it ends.

Section 3: Employees shall be entitled to at least a one-half (1/2) hour unpaid lunch period at or near the midpoint of their work day and to a fifteen (15) minute break period at or near the midpoint of the first half of their work day and a fifteen (15) minute break period at or near the midpoint of the second half of their work day. It is understood and agreed that the timing of the lunch or break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed.

- (a) All employees are expected to be at their assigned posts at their regular starting time.

Section 4: An employee who is called in to perform work at a time other than that for which he had previously been scheduled shall be guaranteed a minimum of two (2) hours of work or pay at time and one-half the employee's regular straight time hourly rate. This provision does not apply to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day but who continue to work their regular work day thereafter.

Section 5: Time and one-half the employee's regular straight time hourly rate of pay will be paid for all hours worked in excess of eight (8) in any one (1) work day and for all work performed on a Saturday and for all work performed on holidays in addition to the regular holiday pay.

Section 6: Double time the employee's regular straight time hourly rate of pay will be paid for all hours worked on Sunday except for boiler checks.

Section 7: It is understood and agreed there will be no pyramiding of overtime pay or other premium pay under the terms and conditions of this Agreement.

Section 8: Boiler checks between the hours of 9:00 p.m. and 12:00 midnight will be paid for at the rate of time and one-half for two (2) hours time to make the necessary boiler checks.

Section 9: When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same job classification, crew or location where the overtime work occurs.

- (a) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may be performed by the employee or employees who were performing this specific job immediately prior to the occurrence of the overtime period.
- (b) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore, employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee shall be expected to work the required overtime requested of him unless he is excused by his supervisor.

Section 10: Employees required to participate or who, with approval of the Director of Buildings and Grounds, voluntarily participate in in-service training shall be paid their regular straight time hourly rate of pay for the time spent in attending in-service training. Employees shall be required to attend meetings called by the Board with respect to problems, policies and regulations or other information which will directly affect them and shall be paid at their regular straight time hourly rate of pay for attending such meetings when their attendance is required.

Section 11: If, during the life of this Agreement, a new job classification is created by the Board or a substantial alteration in the job content of an existing job is effected by the Board, a temporary rate range for the new or altered job classification shall be established by the Board and the Union will be promptly notified in writing as to the effective date of the temporary rate. If no objection to the rate range thus set is registered with the Board within ten (10) calendar days after the temporary rate range has been set, such rate wage shall become permanent. If the Union contends that the temporary rate range is inadequate, it shall serve a written notice upon the Board within such ten (10) day period of its desire to negotiate with respect to the rate range. If a mutually satisfactory rate range has not been arrived at within fifteen (15) days after such written notice has been served on the Board, the issue shall be considered as a grievance and processed under the grievance procedure (including arbitration) starting at the third step thereof. In the event the rate range is changed through the above referred to negotiations or grievance procedure, the rate range thus arrived at shall become effective as of the date on which the temporary rate range had been established.

#### ARTICLE IX - SAFETY AND HEALTH

Section 1: As a condition of employment all employees must satisfactorily pass a pre-employment physical examination given by a physician designated by the Board. Employees shall also be required to satisfactorily pass an annual examination for tuberculosis. The pre-employment examination shall be at the expense of the Board.

Section 2: The Employer shall make reasonable provisions for

the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

Section 3: A safety committee composed of two (2) employees from the bargaining unit and two (2) representatives of the Employer shall be instituted. This committee shall include the designated steward of the bargaining unit and shall meet with the Director of Buildings and Grounds or someone by him designated at mutually agreed upon times.

#### ARTICLE X - HOLIDAYS

Section 1: For those permanent full-time and regular part-time employees who are normally scheduled to work when school is not in session will be eligible for holiday time off with pay provided they meet the necessary qualifications. Two (2) days at Christmastime, two (2) days at New Year's time, one-half (1/2) day on Good Friday, (for twelve (12) month employees only), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day, are recognized as legal holidays for which the Board will not normally schedule work. Eligible employees shall receive one (1) days pay for each such holiday. In the event school is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.

Section 2: To be eligible to receive holiday pay hereunder, an employee must have completed his probationary period and must have worked his regularly scheduled work day on the scheduled work day preceding the holiday and his regularly scheduled work day on the scheduled work day following the holiday, (1) unless such day or days occur during the employee's regularly scheduled vacation period, or (2) unless such employee was excused in writing by his immediate supervisor for legitimate reasons from working part or all of the hours his department was scheduled to work on such days.

Section 3: One (1) days pay as referred to in Section 1 above shall constitute eight (8) hours of pay at the employee's regular straight time hourly rate at the time such holiday occurs for permanent full-time employees. Part-time employees shall



receive holiday pay on a pro-rata basis to the number of hours they regularly work on a straight time hourly basis. If a paid holiday occurs during a qualified employee's scheduled vacation, he will receive his holiday pay in addition to his vacation pay and one (1) additional day of vacation for each paid holiday.

#### ARTICLE XI - VACATION

Section 1: The following vacation plan shall be effective during the life of this Agreement:

- (a) Full-time and part-time employees who, as of their anniversary date, have completed their one (1) but less than two (2) years of continuous service with the Board since their last hiring date shall receive one (1) week of vacation with pay.
- (b) Full-time and part-time employees who, as of their anniversary date, have completed two (2) but less than seven (7) years of continuous service with the Board since their last hiring date shall receive two (2) weeks of vacation with pay.
- (c) Full-time and part-time employees who, as of their anniversary date, have completed seven (7) or more years of continuous service with the Board since their last hiring date shall receive three (3) weeks of vacation with pay.

Section 2: One (1) week of vacation pay shall equal two per cent (2%) of the employee's annual earnings earned during the fifty-two (52) week period ending immediately prior to the employee's anniversary date. Two (2) weeks of vacation pay shall equal four per cent (4%) of the employee's annual earnings and three (3) weeks shall equal six per cent (6%) of the employee's annual earnings.

Section 3: To be eligible to receive vacation time off with pay an employee must be a regular full-time or part-time employee.

Section 4: An eligible employee may take his vacation at any time following his anniversary date in which the vacation was earned, provided, in the judgment of his immediate supervisor, he can be spared from work at the time of his choice. Requests for vacation time off must be made at least thirty (30) days in advance of the start of such vacation unless otherwise approved by the employee's immediate supervisor.

- (a) Vacation days shall not be accumulative from year to year.
- (b) Full-time and part-time employees must take their vacation time off in order to be eligible to receive vacation pay.

Section 5: Employees who normally work forty (40) weeks during the fiscal year shall receive vacation pay in lieu of vacation time off. The amount of pay shall be two per cent (2%) of the employee's annual earnings upon the completion of forty (40) weeks of continuous service and four per cent (4%) of the employee's annual earnings after the employee has completed two (2) or more years of continuous service and forty (40) weeks of continuous employment in the current fiscal year.

Section 6: If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after his anniversary upon which he qualified for such vacation with pay without having received the same, such employee shall receive, along with his final paycheck, the vacation pay for which he qualified as of his anniversary date. If an employee is discharged prior to his anniversary upon which he would have qualified for vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on his anniversary date. Employees who retire under the State Retirement Fund prior to his anniversary date shall receive their pro-rated vacation pay along with their final paycheck.

Section 7: If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled upon receipt of evidence from such physician. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation in accordance with Section 2 above.

#### ARTICLE XII - GENERAL

Section 1: The Board shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary.

Section 2: It shall be the responsibility of each employee to meet the qualifications for a license required for the performance of his job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.

Section 3: (a) The Employer will provide a bulletin board in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

(b) A copy of notices will be forwarded to the Employer.

(c) Such notices shall contain nothing of a political or defamatory nature.

Section 4: The Board agrees, for the life of this Agreement, to maintain the present level of group insurance benefits and to contribute an amount of up to \$25.00 per month towards the purchase of single subscriber hospitalization insurance on all regular full-time employees covered by this Agreement with an insurance carrier or carriers authorized to transact business in the State of Michigan. The Board agrees to contribute up

to \$12.50 per month for single subscriber hospitalization insurance for part-time employees as defined in this Agreement and contribute up to \$25.00 per month towards the purchase of single subscriber hospitalization insurance for full-time forty (40) week employees during the forty (40) week period that they are employed by the Board. Effective the second year of this contract the Board agrees to increase its twenty-five (\$25.00) dollar per month contribution towards the purchase of health insurance up to a total of thirty-seven dollars and fifty cents (\$37.50) and increase its twelve dollar and fifty cents (\$12.50) per month contribution up to a total of twenty-five (\$25.00) dollars per month. Effective the third year of this contract the Board agrees to increase its thirty-seven dollar and fifty cents (\$37.50) contribution towards the purchase of health insurance up to a total of fifty dollars (\$50.00) per month and increase its twenty-five dollar (\$25.00) per month contribution up to a total of thirty-seven dollars and fifty cents (\$37.50) per month.

- (a) Upon the proper execution of payroll deduction authorization forms, the Employer agrees to deduct the additional insurance premiums as requested by the employees.
- (b) It shall be the responsibility of the employee to inform the Employer of any changes in his status that may affect his insurance coverage.

Section 5: Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Act, shall receive from the Board the difference between the allowance under the Workmen's Compensation Act and his regular weekly income for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. An employee shall be entitled to make up for such additional time he is unable to work, in addition to that which is set forth above, to the extent of his unused accumulated sick leave credits, but not to exceed the total equivalent of what he would have received in daily pay based on his normal work day.

Section 6: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and

when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees.

Section 7: It is understood and agreed that in case of emergencies, when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Board may be used for the duration of the emergency.

Section 8: The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of this same Agreement to all new employees entering the employment of the Employer.

Section 9: The Employer agrees to continue to deduct from the pay of those employees who have properly executed payroll deduction authorization forms, deductions for the credit union and one of the following annuity companies: (1) Investors Syndicated Life Insurance, (2) Annuity Company, Variable Life Annuity Life Insurance Company, and (3) Metropolitan Life Insurance Company.

Section 10: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union will enter into collective bargaining for the purpose of negotiating mutually satisfactory replacement for such provisions.

Section 11: Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Board shall constitute notice to the employee of the contents of such communication.

Section 12: The provisions herein contained and the Appendices attached hereto constitute the entire Agreement between the

parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplement agreements if they mutually desire to do so.

Section 13: 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 organization for the purpose of undermining the Union.

Section 14: To the extent that the laws of the State of Michigan provide, this Agreement shall be binding upon the Employer's successor.

Section 15: It is understood and agreed all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 16: The Board agrees to continue the pension plan on the same basis as it had immediately prior to the execution of this Agreement.

#### ARTICLE XIII - TERMINATION

Section 1: This Agreement shall become effective as of the 21 day of August, 1972 and shall remain in full force and effect until the 21 day of August, 1975 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 14<sup>th</sup> day of AUGUST, 1972.

CUSTODIAL AND MAINTENANCE  
BARGAINING UNIT, CHAPTER  
OF LOCAL NO. 953,  
affiliated with Council 55  
of the American Federation  
of State, County and  
Municipal Employees, AFL-CIO

William J. Howell

Turner E. Jones

Larry W. Stevens

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BENTON HARBOR AREA SCHOOLS

Ed E. Bantjes

Irene Fox

Robert W. Payne

Edward D. Vaffer

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Section 1(a):

APPENDIX A

JOB CLASSIFICATIONS AND RATES OF PAY

Effective August 21, 1972

	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>
<u>Pay Group I</u>			
Plant Engineer	5.40	5.60	
<u>Pay Group II</u>			
Heating Engineer	5.28	5.40	
Electrician			
Plumber			
<u>Pay Group III</u>			
Mechanical Maint.	4.45	4.60	
Audio-Visual			
Repair Technician			
Carpenter			
<u>Pay Group IV</u>			
Glazier	4.22	4.35	
Grounds Maint.			
Vehicle Mechanic			
<u>Pay Group V</u>			
General Laborer	3.25	3.35	3.55
Instructional Material			
Driver and Clerk			
Custodian			
Mailman			
Stock and Del. Driver			
Stock Room Attendant			
<u>Pay Group VI</u>			
Common Laborer	2.00	2.44	2.50



Section 1(b):

APPENDIX A

JOB CLASSIFICATIONS AND RATES OF PAY

Effective August 21, 1973

	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>
<u>Pay Group I</u>			
Plant Engineer	5.52	5.72	
<u>Pay Group II</u>			
Heating Engineer Electrician Plumber	5.40	5.52	
<u>Pay Group III</u>			
Mechanical Maint. Audio-Visual Repair Technician Carpenter	4.57	4.72	
<u>Pay Group IV</u>			
Glazier Grounds Maint. Vehicle Mechanic	4.35	4.47	
<u>Pay Group V</u>			
General Laborer Instructional Material Driver and Clerk Custodian Mailman Stock and Del. Driver Stock Room Attendant	3.37	3.47	3.67
<u>Pay Group VI</u>			
Common Laborer	2.12	2.56	2.62

Section 1(c):

APPENDIX A

JOB CLASSIFICATIONS AND RATES OF PAY

Effective August 21, 1974

	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>
<u>Pay Group I</u>			
Plant Engineer	5.64	5.84	
<u>Pay Group II</u>			
Heating Engineer Electrician Plumber	5.52	5.64	
<u>Pay Group III</u>			
Mechanical Maint. Audio-Visual Repair Technician Carpenter	4.69	4.84	
<u>Pay Group IV</u>			
Glazier Grounds Maint. Vehicle Mechanic	4.47	4.59	
<u>Pay Group V</u>			
General Laborer Instructional Material Driver and Clerk Custodian Mailman Stock and Del. Driver Stock Room Attendant	3.49	3.59	3.79
<u>Pay Group VI</u>			
Common Laborer	2.24	2.68	2.74

Section 2: On June 30, 1973, the parties will review the Bureau of Labor Statistics National Cost-of-Living Index for the period between July 1, 1972 and June 30, 1973. If the cost-of-living index of "all items" shall have risen over five (5) points, the Employer will increase the hourly rates for all employees covered by this Agreement, one (1) cent per hour for each .4 (four-tenths) points or major portion hereof above the five (5) points, which computation shall be based on the 1967 base = 100. If the portion is .2 (two-tenths) it shall be considered a major portion. Not to be retroactive. Such increase, if any, to be paid as of July 1, 1973. It is understood and agreed the basis for computing the 1973-1974 and 1974-1975 cost-of-living increases, if any, shall be on the same basis as set forth above.

Section 3: The Third Shift premium of ten (10) cents per hour will be continued to be paid as it has in the past.

Section 4: The Employer shall determine whether, where, when and how many lead men it will employ. Lead men, for the periods during which they satisfactorily perform the required duties, shall receive not less than ten (10) cents per hour above the maximum of the rate range for the highest classifications of employees whom they lead.

## APPENDIX B

Section 1: For the violation of any of the following rules, an employee shall be subject to discharge:

- (1) Gross neglect of duty or refusal to comply with Employer's instructions unless such instructions are injurious to employee's safety or health.
- (2) Insubordination.
- (3) Immoral or indecent conduct.
- (4) Intentional falsification of personnel records or other Employer records.
- (5) Knowingly marking the timecard of another, having one's timecard marked by another or unauthorized altering of a timecard.
- (6) Theft or intentional destruction of Employer's or another employee's property or removal of school property from Employer's premises without authorization of the Employer.
- (7) Sleeping on the job.
- (8) Drinking or possessing any alcoholic beverage on Employer's time, premises or equipment, or reporting to work while under the influence of alcoholic beverages or drugs without a doctor's prescription.
- (9) Conviction of a felony while an employee of the Employer.
- (10) Deliberate or careless conduct endangering the safety of himself or others on school property or premises, including the harassing of other employees or the provoking or instigating of a fight during working hours or on Employer's premises.

- (11) Unreasonable number of wage assignments. "Unreasonable" shall be deemed to mean two (2) within the period of twelve (12) consecutive months.
- (12) Absence from work for three (3) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- (13) Serious violation of a safety rule or safety practice.
- (14) Any other offense of equal magnitude to the above.

Section 2: For the commission of any of the following offenses an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, such employee shall thereupon be discharged:

- (1) Late to work without an excuse acceptable to the Employer.
- (2) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property.
- (3) Horseplay.
- (4) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of Employer.
- (5) Smoking in unauthorized areas.
- (6) Abusive, threatening or coercive treatment of another employee.
- (7) Minor violations of a safety rule or safety practices.

- (8) Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (9) Absence from work for one (1) but less than three (3) consecutive days without an excuse acceptable to the Employer.
- (10) Creating or contributing to poor housekeeping in the school or equipment.
- (11) Vending, soliciting or collecting contributions on the Employer's time or premises without written authorization from the Employer.
- (12) Posting, removing or defacing any matter on the Employer's bulletin board or property without authorization by the Employer.
- (13) Permitting any person who is not an employee or student of the school to enter or ride in a school vehicle without written authorization of the Employer.
- (14) Failure to attend meetings called by the Employer without an excuse acceptable to the Employer.
- (15) Any other offense of equal magnitude to the above.