

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

AGREEMENT

between

RUDYARD, MICHIGAN BOARD OF EDUCATION

and the

UNITED STEEL WORKERS OF AMERICA

July 1, 1973 to June 30, 1976

Rudyard Area Schools  
Box 246  
Rudyard, Mich. 49780

Rudyard

## AGREEMENT

THIS AGREEMENT, made and concluded this 1st day of July 1973, by and between the RUDYARD, MICHIGAN BOARD OF EDUCATION, a Public Employer and the UNITED STEEL WORKERS OF AMERICA. The Board of Education hereinafter called the "EMPLOYER" and the United Steel Workers of America is hereinafter called the "UNION".

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### ARTICLE I

#### RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

The term "employees", as used in this Agreement, shall be understood to mean all custodians employed by the Employer but excepting supervisors as defined by law and also excepting all other employees.

The Employer recognizes and will not directly or indirectly interfere with the rights of the employees to belong to the Union and will not discriminate against any employee in any manner because of Union membership or Union activity.

### ARTICLE II

#### MANAGEMENT RIGHTS

The management of the schools and of operations and the direction of the working forces including the hiring, suspending, discharging or otherwise disciplining of employees for just cause, the laying off and recalling of employees in any reduction or increase of the working forces, the control and regulation of the use of the equipment and property of the Employer, the right to change or introduce new or improved operations, methods, processes, means or facilities, and to determine qualifications wherever referred to in this Agreement are exclusive functions of the management; provided, however, the management shall observe the provisions of the Agreement and shall not discriminate in any manner in the application of these rights.

### ARTICLE III

#### DUES CHECKOFF

The Employer, where so authorized and directed by an employee in writing on an agreed upon form, will deduct from the wages of employees, the membership dues of the Union which include monthly dues and initiation fees in amounts designated by the International Secretary-Treasurer. Said deductions shall be made from the first pay of each month and forwarded to the International Secretary-Treasurer of the Union at Five Gateway Center, Pittsburgh, PA 15222.

The remittance shall be accompanied by a list showing the name of the member, dues deducted or the reason for no deduction and a copy of said listing shall be furnished the financial secretary of the local union. If the Employer is unable to make deduction for any month, a supplemental deduction will be made the following month to cover that month.

ARTICLE IV

SENIORITY

Section 1. The employees shall have seniority within their classification for the purposes of layoff from work, recall to work, promotion, demotion, and for such other purposes as hereinafter outlined; provided, however, it is understood that in any application of seniority, the employee must be able to perform the available work.

Section 2. New employees shall be on probation for a minimum of 60 work days of which 30 work days will be while school is in session. During this period, the employee may be released from employment for any reason and without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

Section 3. Employees shall lose seniority because of a voluntary quit, a discharge for good cause, a layoff from work extending beyond one (1) year or a failure to return to work within ten (10) work days of receipt of a notice of recall as hereinafter outlined.

Section 4. In the event of a permanent vacancy in a position covered by this Agreement, a notice shall be posted for five (5) work days in conspicuous places outlining the vacancy. If the position is filled by transfer, the transfer will become effective within five (5) days after termination of posting. The transfer will be awarded to the employee applying with the most seniority and who can perform the work. If minimal training is necessary to fully inform the employee as to the job, such training will be given the employee.

Section 5. When it is necessary to reduce the number of employees in any job classification because of lack of funds, lack of work, etc., seniority and ability to perform the work will determine layoff procedures.

Section 6. An employee promoted from the bargaining unit to a supervisory position not covered by the Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to 90 days. At the end of the 90 day period, if the employee remains as a supervisor, he forfeits all seniority rights.

The employee may return to his former job in the bargaining unit within a 90-day period without a loss of seniority.

Section 7. When an employee is to be recalled from layoff, a registered or certified mail notice shall be sent by the Employer to the employee's last known address. The employee shall either report for work or make arrangements which are satisfactory to the Employer to report to work within ten (10) days from receipt of the notice to report. Failure to report or make suitable arrangements to report within the ten days will result in removal from the seniority list and loss of recall rights.

REPRESENTATION AND GRIEVANCE PROCEDURE

Section 1. The parties agree that in the interest of harmony on the job, any grievance or complaints arising from the work or from interpretation or application of any portion of the Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of three (3) employees in the unit. These committee members, insofar, as possible, will be from different schools. The committee members shall be permitted a reasonable time away from their work for the purpose of investigation of or discussion of any grievance which may arise, after getting permission from their supervisor. The supervisor will not arbitrarily withhold such permission.

Step No. 1. When an employee has a complaint or grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committeeman, within fifteen (15) work days after occurrence of the incident or within fifteen (15) work days after the employee(s) became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have five (5) work days in which to give an answer.

Step No. 2. In the event the complaint or grievance is not settled in step no. 1, it shall be reduced to writing on the standard grievance form and presented to the Employer's step no. 2 representative(s). It shall be discussed at a meeting of the step no. 2 representative(s) of the Employer and the grievance committee to be held within seven (7) working days after the supervisor gives his answer in the 1st step. An answer will be given within five (5) work days after the meeting is held or such longer period as may be agreed upon by the step no. 2 representative(s) and the committee.

Step No. 3. In the event no settlement is reached in step no. 2, it shall be turned over to a representative of the International Union, who, accompanied by the committee, shall meet with the Employer's designated step no. 3 representative(s), accompanied by such other management staff as he may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged.

Section 2. If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be voided. If the Employer fails to give answers within the time limits listed in step no. 2, the grievance shall be considered settled on the basis of the remedy sought in the grievance.

Section 3. In the event that either party decides that further meetings in step no. 3 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other in writing not later than thirty (30) days after the last meeting in step no. 3. In order to be submitted to arbitration, the dispute must involve interpretation, application, or alleged violation of the contract or disputed disciplinary action. Within ten (10) days of receipt of such notice (or such further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a panel and one will be chosen according to Commission rules.

ARTICLE VI

DISCHARGE AND SUSPENSION

Section 1. An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance with three (3) days of such action as provided in Article V, step no. 2.

Any discharge of suspension not questioned in writing in three (3) days of such action shall be considered final.

ARTICLE VII

WAGES, HOURS, AND WORKING CONDITIONS

Section 1. The Board recognizes the principle of an eight-hour day, five-day work week, Monday through Friday inclusive with the exception of night custodian at the high school who works a variable forty-hour work week which could extend beyond Monday through Friday.

The lunch period shall be of twenty minutes duration to be taken as the work schedule will allow and as close to midpoint of the shift as possible.

The hours at the individual buildings shall be as follows:

High School and Junior High	5:00 AM	to	1:00 PM
	12:00 PM	to	8:00 PM
R. J. Wallis School	5:00 AM	to	1:00 PM
	11:00 AM	to	7:00 PM
Kincheloe School	5:00 AM	to	1:00 PM
	5:30 AM	to	1:30 PM
	2:00 PM	to	10:00 PM
Turner-Howson School	5:00 AM	to	1:00 PM
	11:00 AM	to	7:00 PM
Trout Lake School	7:30 AM	to	4:30 PM (1 hour for lunch)

These hours will not be changed unless reasons for the change are discussed with the committee.

During the summer months when school is not in session, the employees will work 7:00 A.M. to 3:30 P.M. in all cases, with a 30-minute duty-free lunch period.

Employees will, if possible, report to work on so-called snow days when school is not in session. If an employee cannot get to work, he or she will contact the supervisor and so inform him. If circumstances later permit, the employee shall report to work when possible.

If the above procedure is followed, the employee will not lose time for such absence.

Section 2. Time and one-half shall be paid for all hours over eight (8) in one day and forty (40) hours in any one week. Both daily and weekly overtime shall not be payable for the same overtime hours.

No employee will be required to take time off to offset overtime worked. Available overtime will be worked by the employee(s) normally assigned to the job. If he is unavailable for any reason, the overtime will be given to the employee who is best qualified to do the job.

ARTICLE VII. (continued)

Section 3. Employees called in on an emergency assignment or who are called out to work for any reason when normally off duty, will be guaranteed not less than two (2) hours work or two (2) hours pay in lieu thereof.

Section 4. Supervisors who are excluded from the bargaining unit will not perform any work normally performed by unit employees except in case of emergency which requires immediate, on-the-scene attention, in the instruction of unit employees, or in case the employer is unable to secure adequate numbers of employees.

Section 5. The wage schedule hereto attached and made a part hereof shall be effective for the period shown therein and shall be changed only by mutual agreement of the parties hereto.

Section 6. The parties agree to abide by the provisions of the Equal Opportunity Employment Act.

ARTICLE VIII

HOLIDAYS

Section 1. All employees will be entitled to the following holidays off with eight (8) hours pay at regular rate: New Years Day, Monday, Tuesday, and Wednesday after Easter, Memorial Day, Independence Day & July 5, Labor Day, Thanksgiving Day & Friday thereafter, and Christmas Day.

Should the listed holidays fall on a Saturday, the employees will be granted a compensatory day off in the summer when school is not in session as mutually agreed by the employer and employee.

Any employee required to work on any of the listed holidays, shall be paid time and one-half for all hours so worked in addition to the holiday allowance.

ARTICLE IX

LEAVE TIME

Sick Leave. Employees shall be entitled to thirteen (13) days sick leave annually. Sick leave, when unused, will be cumulative without limit. Sick leave shall be used only for personal illness or illness in the employee's immediate family.

After seven (7) years service in the Rudyard Schools, a full time custodian, upon termination of services, shall receive \$10.00 per day of accumulated sick leave to a maximum of \$630.00 to any one employee.

Funeral Leave. Employees will be entitled to three (3) days off with pay in the event of a death in the immediate family, one of which shall be the day of the funeral. Immediate family shall be understood to mean father, mother, spouse, parent of spouse, brother, sister, child, grandparent, or other relative if living in the employee's household as a member of the family.

No pay will be due under this section if the employee is not working but is receiving pay under another provision of this Agreement.

Employees will be permitted to use three (3) sick leave days for the purpose of attendance at funerals where the relationship of the employee and deceased indicates such attendance.

ARTICLE IX (continued)

Personal Business. Three (3) days for the conduct of personal business.

Personal business shall be defined as business that cannot be taken care of except during the regular work week. In no instance shall it be used as a vacation day. Employees shall request a personal business day from their superior at least two days in advance, except in case of emergency, indicating the reason for the request. Personal business days cannot be taken two days prior to or following school vacations. Personal business days shall not be accumulated from year to year. Days used for personal business shall be charged against the thirteen days sick leave granted per year.

Jury Duty - Jury and Witness Pay. Any employee called on jury duty or subpoenaed as a witness in a court of record will be paid the difference between such jury or witness pay and his regular pay. No pay will be due hereunder if the employee is on paid vacation at the time of service on the jury or as a witness.

ARTICLE X

INSURANCE

Section 1. Hospitalization. The Board of Education will provide and pay for the Blue Cross-Blue Shield semi-private coverage or its equivalent with another carrier as determined by the Board of Education for each employee and his dependents. Such coverage shall be available at the completion of probation and shall be paid for any month in which the employee is actually on the payroll. The Employer is not responsible for benefits available under said insurance coverage for any period when the employee is not actually covered by the carrier.

ARTICLE XI

VACATIONS

Section 1. Custodians employed for 12 months shall receive five (5) days vacation per year after one year, ten (10) days after two years, fifteen (15) days after ten years and twenty (20) days after fifteen years.

Section 2. From and after January 1, 1974, the vacation plan shall be administered as follows:

Upon the completion of one year's service, the employee will then take his allotted five (5) days vacation between the time of his anniversary date and December 31st of that year. Thereafter he will be permitted to take his allotted vacation at any time during the calendar year subject to making suitable arrangements with his supervisor; provided, however, in the years in which an employee progresses from 5 to 10 days - 10 to 15 days or 15 to 20 days, he may be required to wait until after his anniversary date to take the additional allotted days gained in that year.

In the event that more employees than are allowed off at any one time request the same vacation period, the employee with the greatest seniority will have the preference.

If a holiday listed in the holiday clause occurs during an employee's vacation, he shall receive either an additional day's vacation or an additional day's pay in lieu thereof.

ARTICLE XII

MISCELLANEOUS

Section 1. The employer agrees to furnish all necessary and reasonable devices and equipment to provide for the health and safety of the employees while at work.

Section 2. Any employee entering the Armed Services of the Nation shall be entitled to re-employment upon release from the Service in accordance with the applicable Federal and State laws.

Section 3. In the event that any portion of this Agreement becomes invalid by reason of the passage of any State or Federal law or ruling of any court of competent jurisdiction, such provision only shall be affected and the balance of the Agreement shall be in full force and effect.

Section 4. The unit employees will perform minor maintenance as they have in the past.

Section 5. The Employer shall have the right to issue rules and directions governing conditions of employment as they affect the unit. If a rule is promulgated, a dated copy thereof will be given to the Union.

If the Union disagrees with the rule, it may file a grievance within not more than ten (10) days of the effective date of the rule.

ARTICLE XIII

STRIKES AND LOCKOUTS

There shall be no strikes, work stoppages, or impeding of any work whatsoever. No officer or representative of the Union shall authorize or condone any such activities and no employee shall participate in such activities.

There shall be no lockout by the Employer.

TENURE

THIS AGREEMENT shall be effective as of the day and year first above written and shall continue in effect until June 30, 1976 and for the annual periods thereafter unless either party notifies the other party of a desire to modify the Agreement. Such notice shall be by Registered or Certified mail and if by the Union be addressed to the Rudyard, Michigan Board of Education, Rudyard, Michigan 49780, and if by the Board of Education, to the United Steel Workers of America, P.O. Box 83, Negaunee, MI. Either party may, by like notice, change the address to which notice is to be sent.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives.

WAGE OPENER

Subject to a written notice not less than sixty (60) days or more than seventy (70) days prior to July 1, 1975, either party shall have a right to open the contract for the purpose of negotiating on hourly wage rates only.

If no change in wage rates is agreed upon, the table of rates shown for 1975-76 shall be effective as shown.

WAGE SCHEDULE

CUSTODIAN #1

	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
Start	\$ 3.20	\$ 3.25	\$ 3.35
6 mos.	3.50	3.60	3.70
1 yr.	3.85	4.00	4.15

A wage rate of \$3.95 per hour for the 1973-74 school year and \$4.05 per hour for the 1974-75 school year will apply to:

Duane Caldwell  
Clair Thompson  
Herman McDonald  
James Ross  
William Oja

CUSTODIAN #2

	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
Start	\$ 2.25	\$ 2.40	\$ 2.45
6 mos.	2.35	2.55	2.65
1 yr.	2.50	2.65	2.80

As of July 1, 1975, all employees classified as Custodians #1 will be on the same track.

Effective during the 3rd year of the contract, 1975-76, any employee working at least four (4) hours prior to 7:30 A.M. or four (4) hours after 4:30 P.M. during the regular school year (when school is in session) shall be paid a shift differential of 8 cents per hour for the full shift.

The above rates will apply as of the date the employee has or will accumulate the length of service specified.

SIGNATURE PAGE

In witness whereof, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first shown above.

RUDYARD BOARD OF EDUCATION

UNITED STEEL WORKERS

\_\_\_\_\_ BY

\_\_\_\_\_ LOCAL UNION PRESIDENT

\_\_\_\_\_

\_\_\_\_\_ STAFF REP.

\_\_\_\_\_

\_\_\_\_\_ DISTRICT DIRECTOR

\_\_\_\_\_

\_\_\_\_\_ INTERNATIONAL PRESIDENT

\_\_\_\_\_

\_\_\_\_\_ INTERNATIONAL VICE-PRESIDENT

\_\_\_\_\_ INTERNATIONAL SECRETARY-TREASURER