

6-30-73

South Redford School District

A G R E E M E N T

between the

SOUTH REDFORD SCHOOL DISTRICT

and

LOCAL 214

July 1, 1970

Michigan State University,
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

SOUTH REDFORD SCHOOL DISTRICT
Detroit, Michigan 48239

26141 Schoolcraft Avenue

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THIS AGREEMENT, made and entered into this 23rd day of December, A.D., 1970, by and between the SOUTH REDFORD SCHOOL DISTRICT, a Michigan Municipal Corporation located at 26141 Schoolcraft, Detroit, Michigan 48239, party of the first part, and hereinafter termed the Employer, and the Local Union No. 214 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 2801 Trumbull, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

PREAMBLE

WHEREAS, the District and the Union recognize and declare that providing a quality education for the children of South Redford is their mutual aim; and

WHEREAS, Act 379 of the Michigan Public Acts of 1965 permits an employees' organization to become an exclusive bargaining agent for all employees named in a unit appropriate for such purposes; and

WHEREAS, a representative consent election for the Custodial, Maintenance and Bus Driver-Custodian was held on September 16, 1966, under the direction of the State Labor Mediation Board to determine the exclusive bargaining agent; and

WHEREAS, the results of the representative consent election for the aforementioned categories did show in fact a decisive vote in favor of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America; and

WHEREAS, the naming of the bargaining agent was certified by the State Labor Mediation Board on January 6, 1967; and

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful relations between the parties;

WHEREAS, the District and the Union following extended and deliberate collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the District and the Union have reached a collective bargaining agreement which they desire to memorialize,

THEREFORE, the District and the Union agree as follows:

ARTICLE I

RECOGNITION

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

ARTICLE II

UNION SECURITY

Each employee, who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of this contract. Each employee hired on or after the execution of this Agreement shall be bound by the same dues deduction requirements. After thirty-one (31) days from the date of original employment, an employee shall be eligible to join the Union, and at that time will be subject either to union dues, or administrative fees. Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Written notice, including date of hire, shall be furnished immediately to the Union and a copy to the Union Steward of all newly hired employees.

ARTICLE III

DEDUCTION OF DUES

The Employer agrees to make one deduction each month for union dues and/or initiation fees for Local No. 214 for each employee for whom the Union presents a payroll deduction authorization form, signed by such employees, provided however, that said payroll deduction authorization forms are presented ten (10) days prior to preparation of the first payroll from which deduction for union dues is to be made. The amount of the union dues and initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made.

ARTICLE IV

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the South Redford Public Schools, and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- (a) To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during employee working hours;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (c) To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

ARTICLE V

OUTSIDE CONTRACTS - GENERAL DEPARTMENT

It is understood that the Employer will contract for services from business organizations outside the School District only in instances when:

- (a) Special skills and/or equipment are required; and
- (b) Emergencies arise as determined by the Employer in order to get the job done, but such determination shall be subject to the grievance procedure.

Outside Contracts - General Department - continued

It is further agreed to that the standard work week performed by any employee covered by this Agreement shall not be reduced due to contracting as described in this Article.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VI

DEPARTMENTS DEFINED

There shall be two (2) departments under the terms of this Agreement. One shall be known as the General Department, which includes all employees in the Custodial, Maintenance, and Mechanic classifications. The second shall be known as the Transportation Department, which shall include all drivers except those who from time to time may be called upon from the General Department to drive.

ARTICLE VII

PROBATIONARY PERIOD

A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. During the probationary period the employee shall not receive pay for holidays, sick days, or personal leave. After ninety (90) days, the employee shall be placed on the regular seniority list as of the date of hire. In case of discipline within the ninety (90) day period, the Employer shall notify the Local Union in writing.

Probationary Period - continued

An exception is provided to the ninety (90) day term of this article as follows:

- (a) An additional thirty (30) day probationary period may be required by the Employer, when notice has been given the Union, for exceptional cases as determined by the Superintendent of Schools where a question remains whether the employee is to be granted permanent status.

ARTICLE VIII

SENIORITY

Section I

Providing minimum qualifications to perform the job are met, strict seniority will prevail within the two defined departments. Personnel within the department which they are assigned will be eligible to bid on job vacancies in their Department. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee recalled, provided further that said employee meets all medical conditions originally required at the time of hire.

Stewards shall be the last employees laid off.

Seniority will also be a prime factor in authorizing vacation periods.

Section II

The Employer shall post a list of employees by October 1 of each year, arranged in order of their seniority in each Department. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired. Seniority lists shall be furnished the Union Business Agent and each steward.

Section III

Seniority shall be broken by discharge, voluntary quit, lay-off for a period of more than two (2) years, or if the employee is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made by the Employer.

Seniority - continued

Section IV

In the event of a lay-off, an employee shall be given two (2) weeks advance notice. Any employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

Section V

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will be in the future, promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain his seniority rank.

ARTICLE IX

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but prior to discharge or suspension the Employer shall give at least three (3) warning notices of complaints against such employee to the employee, in writing, and a copy of the same to the Union, and the Job Steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is immorality, dishonesty, theft, drunkenness, recklessness, or the carrying of unauthorized passengers while on the job. The warning notices as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done any employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request to the Superintendent of Schools within five (5) days from the date of discharge or suspension.

Discharge or Suspension - continued

Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in the Grievance Procedure.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by an employee or a group of employees based on an alleged violation, misinterpretation, or misapplication of this Agreement, or one or more of the expressed provisions of this Agreement.
2. An "aggrieved person" shall mean the employee or employees making the complaint either individually or through the Union.
3. The term "days" when used in this Article shall, except where otherwise indicated, mean working days.

B. General Principles

1. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.
2. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
3. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular work assignments.

C. Procedure

1. Step One - An employee who may have a grievance shall within five (5) days of the alleged contract violation first contact his immediate supervisor and notify him of his grievance. In the event the grievance is not satisfactorily resolved at this level, the aggrieved employee shall with or without the Steward accompanying him, give formal notice in writing to his or her immediate supervisor and to the Union. Such notice shall be filed not later than five (5) days after the informal discussion required under this Step.

Grievance Procedure - continued

2. Step Two - Upon receipt of the written grievance, a conference between the Employer representatives and the Union representatives will be held within five (5) working days.
3. Step Three - If no satisfactory agreement is reached, the written grievance then shall be presented to the Superintendent of Schools for further action. Within seven (7) working days the Superintendent or his designated representative shall prepare a written report including any agreement reached, or if the matter is not resolved, an answer to the grievance, copies of which shall be given to the aggrieved person, the Union, and to the aggrieved person's immediate supervisors.
4. Step Four - In the event the grievance is not satisfactorily resolved at the Step Three level, the aggrieved employee, or the Union with the aggrieved person's written authorization, may within ten (10) days invoke the mediation procedures provided by law. In this event, the Board of Education and the aggrieved employee may be represented in subsequent meetings or required hearings by such persons in reasonable number, as they may each determine.
5. Step Five - If either the Board or the Union is not satisfied with the disposition of the grievance at Step Four, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within ten (10) days following conclusion of the mediation level provided for in Step Four, then the grievance shall be considered withdrawn. Neither the Board nor the Union will be permitted to assert any grounds or evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, and shall be restricted in his judgment to the expressed provisions thereof. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side of the arbitration and will pay one-half ($\frac{1}{2}$) of the costs for the arbitrator.

ARTICLE XI

STEWARDS

The Employer recognizes the right of the Local Union to designate job Stewards and alternates from the Employer's seniority list. The authority of the job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer's representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of monies in pursuit of conduct of Union business other than regular dues and/or initiation fees, when authorized by the Secretary-Treasurer of the Local;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the District's property without loss of time or pay during his regular working hours, provided that such time not exceed a total of eight (8) working hours for all Stewards combined, in any work week. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE XII

LEAVES OF ABSENCE

Section 1 - Sick Leave Bank

A. Establishment of Sick Leave Bank for Each Employee

A sick leave bank will be established for each employee covered by this Agreement. To initiate this plan the following procedures shall be used:

Section 1 - Sick Leave Bank - continued

- (1) New plan will be effective July 1, 1970. Twelve (12) month employees shall be entitled to one day sick pay per month, a maximum of 12 per year. Any employee working less than a 12 month period will be credited on a pro-rata basis, taking into consideration also hours worked per day.
- (2) To arrive at a starting sick bank balance, the personnel records of each employee will be reviewed for the past ten (10) year period or for those with less than ten (10) years seniority, from the date of hire. One sick day per month worked during this period will be credited each employee, less sick days actually used during this period. Any absences during the review period that were covered by Workmens Compensation shall not be deducted.
- (3) Statement of sick leave bank showing balance of days in bank as of July 1, 1970, will be furnished each employee. Subsequent statements will be made available to each employee each July 1 thereafter.
- (4) Number of days accumulated in sick bank shall not be limited.
- (5) No employee shall be paid for days off due to sickness during his first year of employment. However, earned sick leave days (one per month) will be credited to the individual's sick leave bank which may be used in subsequent years.

Section 2 - Unused Sick Days at Time of Termination

A. Terminal Pay

Terminal pay based upon unused sick days will be made according to the following schedule:

- (1) Employee must have completed at least ten (10) years of employment in the South Redford School District to be eligible for terminal pay.
- (2) After 10 years - Employee will receive one-half of unused sick days accumulated in bank at the rate of \$5.00 per day, not to exceed \$300.

After 15 years - One-half of unused sick days accumulated in bank at the rate of \$6.00 per day, not to exceed \$540.

After 20 years - One-half of unused sick days accumulated in bank at the rate of \$7.00 per day, not to exceed \$840.

Section 2 - Unused Sick Days at Time of Termination - continued

- (3) In the event of an employee's death while still employed with the District who had at least 10 years employment, the designated beneficiary will receive the accumulated terminal pay benefits.

Section 3 - Sick Leave

- A. Employees covered by this Agreement shall be paid when absent due to illness from their individual sick leave bank within the limitations set forth herein. Each such absence shall be examined by the immediate supervisor of the employee concerned. The supervisor will indicate to the Superintendent in writing whether he approves payment for such absence. In the event the supervisor recommends that the employee not be paid, the reasons for such denial shall accompany the recommendation. Provisions of this Article are subject to the grievance procedure.
- B. Provisions for Reporting Absence Due to Illness
 1. The first day of absence shall be reported to the immediate supervisor at least forty-five (45) minutes before the employee's starting time, or if practicable, to the home of the immediate supervisor. Failure to notify the immediate supervisor regarding an absence shall result in the loss of that day's pay.
 2. If the absence continues, the employee shall notify the immediate supervisor to this effect before 2:00 p.m. of the first day and each succeeding day of absence. If notice is not received by the above specified time, it will be assumed that the employee shall return to duty the following day.
 3. A physician's statement concerning absences may be requested by the employer. The employer retains the right to refer an employee to a doctor retained by the School District.
- C. In case of prolonged illness, the employee is not required to make daily contact with the immediate supervisor. However, the immediate supervisor may request, as deemed necessary, additional statements from the employee's physician.
- D. Absence Due to Illness before or after Legal Holidays

The day immediately preceding or the day immediately following a legal holiday shall not be recognized by the Board as sick leave unless it is part of a continuing sick leave, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent to determine whether such time will be granted.

Section 3 - Sick Leave - continued

E. Illness in Immediate Family

When an employee is absent from duty because of a serious illness in the immediate family, or when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care, such absences shall be reviewed by the immediate supervisor as herein provided in Section 3B (1). Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, sister, grandparents, grandchildren and corresponding relatives of spouse.

F. Funeral Leave

Funeral leaves not to exceed five (5) days will be granted in case of death in the immediate family. Immediate family will include those members of the family as defined in Section 3E of this Article.

Section 4 - Personal Leave

A. Personal Leave

Personal leave days, two per year, may be provided for legitimate business, professional, and family obligations which cannot be met outside the regular work day. They are not provided for casual or indiscriminate use. A statement of purpose to the employee's immediate supervisor is required prior to the leave. Personal leave must be arranged with the immediate supervisor at least twenty-four (24) hours in advance of the anticipated absence. If, in the opinion of the immediate supervisor, the conditions causing the personal leave justify compensation, a recommendation is made to the Superintendent that the employee's salary be continued during the period of personal leave. Approval of the Superintendent of each recommendation is required.

B. Additional Personal Days

Any personal days beyond the two (2) detailed above that are authorized will be charged to the employee's accumulated sick leave bank.

Section 5 - Military Leave

A leave of absence for military service, without salary, shall be granted upon written request to any employee who enters a branch of the armed services of the United States. Such employee shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the School District within thirty (30) days after honorable discharge. Such employee shall be returned to his former position providing physical requirements are met.

Section 6 - Peace Corps Leave

A leave of absence, without salary, will be granted upon written request to employees who elect to join the Peace Corps as full time participants in such program. Such leave may not extend for more than two (2) years and said employee shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the School District within thirty (30) days after release from such program. Such employee shall be returned to his former position providing physical requirements are met.

Section 7 - Maternity Leave

A maternity leave of absence, without salary, for a period of not less than one year may be granted an employee upon written request. Such request should be filed with the Superintendent not later than sixty (60) days after pregnancy is determined. Such leave shall begin not later than the close of the fifth month of pregnancy.

Section 8 - Union Business

The Employer agrees to grant reasonable time without pay to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business provided that:

- a. Written request is given to his/her immediate supervisor five (5) days prior to absence, and
- b. Approval of such request is recommended by the immediate supervisor and approved by the Superintendent of Schools.

Section 9 - Court Leave-Special Cases

In the event an employee is subpoenaed to appear as a witness in court as a result of an accident while in the performance of his/her regular work assignment, leave of absence shall be granted without loss of pay.

Section 10 - Jury Duty

In the event an employee is required to serve on jury duty, a leave of absence shall be granted. The employee will be paid the difference between his/her regular pay and the compensation received for jury duty. A request for pay will be submitted by the employee together with evidence of the amount of compensation received for jury duty.

ARTICLE XIII

LIMITATION OF AUTHORITY AND LIABILITY

It is agreed that in all cases of any unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, prohibited under Act 379 P.A. 1965, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out or any other unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Should either party not accept and abide by the procedure set forth in this Article or the decisions resulting therefrom, then in such instance, any provisions of this Contract notwithstanding, the party violating the terms of this Article shall be denied the benefits of this Article.

ARTICLE XIV

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, 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 improvement are made elsewhere in this Agreement. It is agreed that the provisions of this 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 ninety (90) days from the date of error.

ARTICLE XV

GENERAL TERMS

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Steward of Local Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other time records pertaining to the computation of compensation of any employee whose pay is in dispute or any other time records of the district pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 4. (a) The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

(b) Rain coats and hats, and safety equipment will be made available by the Employer when needed as determined by the Employer or required by law. Coveralls will be available at the Maintenance Department for Custodial Technicians handling oil-fired boilers. Gloves will be furnished upon request. Respirators will be furnished upon request. When other special clothing or equipment is required by the Employer, this shall be furnished by the Employer.

Section 5. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signature of the Union Business Representative or the Steward.

Section 6. When an employee is required by the Employer to provide his own transportation, while on the job, he shall receive an allowance of ten (10) cents per mile.

Section 7. Vacancies occurring in any position in the bargaining unit in any department shall be posted on the bulletin board of each department for not less than three (3) days. The successful bidder will be notified and the notice will be posted within seven (7) days.

Section 8. The successful bidder shall be given a probationary period of thirty (30) days to qualify on the job. The employee will receive the appropriate rate of the classification. In the event the employee can not qualify, he shall be returned to his former position and his former rate of pay.

General Terms - continued

Section 9. An employee, when temporarily required to work in a classification higher than his classification, will work in the higher classification for a period of two (2) hours at his regular rate and then his rate will be changed to the appropriate rate of that classification.

Section 10. Necessary training for use of new types of equipment shall be provided without loss of time or pay. Seniority shall govern the qualified list for training of employees on new types of equipment.

Section 11. A Safety Committee comprised of two representatives of the Employer and two representatives of the Union membership will meet at least twice annually for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer shall make the final determination on all matters of Safety and Safety Rules.

ARTICLE XVI

GROUP INSURANCE PROTECTION

- A. The Board agrees to provide for the group of employees covered in this Agreement, a group insurance program that includes life insurance, hospital, medical, surgical and major medical for these employees and their dependents, such program to meet at least as minimum standards the coverage provided during the 1969-70 school year.
- B. In the event of written authorization by such employees for benefits in excess of the program authorized by the Board, or in the event of written authorization by employees for additional coverage, payroll deductions are authorized by the Board.
- C. An Insurance Committee appointed by the Superintendent, to include with other members, a representative of these employees, shall meet at least twice annually, with the purpose of reviewing and evaluating the present group insurance program in light of new group insurance offerings by recognized carriers. Said Committee shall report its findings with appropriate recommendations to the Superintendent and to the Union by March 15 of each year covered by this Agreement.
- D. The Union agrees that the Board retains the right of final determination with respect to the selection of a group insurance carriers..
- E. Only those employees working an average twenty (20) hours per week will be entitled to Group Insurance benefits.

Group Insurance Protection - continued

- F. In the event the District increases its contributions to the insurance fund to maintain the ~~minimum~~ specifications for a group insurance program, that amount shall automatically accrue to the employees covered by this Agreement.

ARTICLE XVII

PAID FOR TIME

Any General Department employee who is not put to work after call-in shall be guaranteed four (4) hours pay at the rate specified in this Agreement.

ARTICLE XVIII

PAY PERIOD

All employees covered by this Agreement shall be paid in full every two weeks on Friday. Not more than one week's pay shall be held from a regular employee.

Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIX

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence or willful misconduct is shown.

ARTICLE XX

HOLIDAYS

Employees covered by this Agreement will receive the following paid holidays each year, provided such employees are on the active payroll at the time of the holiday:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

One full day when December 24 is a working day.

One-half day when December 31 is a working day - 1970-71.

Commencing 1972, one full day when December 31 is a working day.

For an employee working less than a full shift (8 hours) holiday pay will be computed on a pro-rata basis.

When the holiday falls on Saturday or Sunday, the Employer shall decide whether it will be observed on Friday or Monday.

Any employee working on a holiday shall receive time and one-half in addition to regular holiday pay.

No holiday pay shall be given an employee if the holiday falls during the employee's initial hire probationary period.

ARTICLE XXI

VACATIONS

Section 1. Eligibility for vacation time requires one full year of employment and shall be based on the employee's anniversary date of hire.

Section 2. (a) Personnel who have worked for at least one (1) full year shall receive five (5) days with pay.

(b) Employees who have completed two (2) years of service shall receive ten (10) days with pay.

Vacations - continued

(c) Employees who have completed ten (10) years of service shall receive fifteen (15) days with pay.

(d) After 14 yrs. service	-	Sixteen (16) days with pay
" 15 "	"	- Seventeen (17) days with pay
" 16 "	"	- Eighteen (18) days with pay
" 17 "	"	- Nineteen (19) days with pay
" 18 "	"	- Twenty (20) days with pay

Section 3. Vacations shall be granted during the period established by the Employer, considering both the wishes of the employees and efficient operation of the department concerned.

Section 4. Vacations shall be taken in a period of consecutive days provided, however, that vacations may be split into one or more weeks, but only with one preference, and provided further, such scheduling does not drastically interfere with the operation.

Section 5. A vacation shall not be postponed from one year to another. The vacation shall be taken during the year immediately following the year in which the vacation was earned. Vacations shall be forfeited unless completed during each year.

Section 6. A vacation shall not be waived by an employee and extra pay received for work during that period.

Section 7. When a holiday, observed by the School District falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 8. Employees working at least twenty (20) hours per week shall be entitled to vacation benefits as provided in this Article on a pro-rated basis.

Section 9. An employee who is separated from employment is entitled to a lump sum payment on a pro-rated basis for the unused vacation standing to his credit on the date of separation.

ARTICLE XXII

PROVISIONS CONTRARY TO LAW

If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

In the event that any Article or Section is held invalid, enforcement of, or compliance with that Article or Section has been restrained as above set forth, the parties affected thereby shall on the request of either party meet for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement, all of its provisions and Appendices, shall be effective as of July 1, 1970. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

1. Ratified by a majority of the members of the Union voting at a meeting duly called for such purpose; and
2. Approved by the Board of Education of the South Redford School District by resolution duly adopted.

B. This Agreement shall continue in full force and effect to and including June 30, 1973, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than ninety (90) days nor more than one hundred twenty (120) days prior to June 30, 1973, or successive anniversaries of such date, and upon the giving of such notice, this Agreement shall terminate as of June 30, 1973, or successive anniversary of such date, as the case may be.

C. It is agreed that either the Union or the Board may, by written notice to the other, request an amendment to the provisions contained in Appendix C (Hourly Rate Schedule); such notice to be given not later than March 1 each year. Upon giving of such notice, the provisions of the aforementioned Appendix C shall be subject to negotiation of amendments thereto for the fiscal year beginning the following July 1. It is agreed, however, that all other provisions of this Agreement are to remain in full force and effect while the negotiations concerning Hourly Wage Rates are being effected.

Duration of Agreement - continued

D. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

E. In the event of war, declaration of national emergency during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary all parties will cooperate to the utmost to attain such approval.

F. For the duration of this Contract, excepting as provided, it is agreed that neither party shall demand any modifications to this Agreement; nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.

G. Any notices required hereunder shall be sufficient if mailed by certified mail, return receipt requested:

To the Board: c/o Superintendent of Schools
 South Redford School District
 26141 Schoolcraft
 Detroit, Michigan 48239

To the Union: c/o The President of Local 214
 International Brotherhood of
 Teamsters, Chauffeurs, Warehousemen,
 and Helpers of America
 2801 Trumbull
 Detroit, Michigan 48216

IN WITNESS WHEREOF, the parties have executed this Agreement by
their duly authorized representatives the day and year first
above written.

Local 214 Representatives _____

Board of Education
South Redford School District _____
President

Secretary

ARTICLE XXIV

RETROACTIVE PAY

Retroactive pay will be granted employees covered by this Agreement and shall be based on the number of hours of paid time from July 1, 1970, to such time that a forty-one (41) hour work week is effected. The retroactive pay will be computed on the hourly rate schedule as shown in Appendix A.

ARTICLE XXV

OVERTIME AND HOURS OF WORK

Section 1. The standard work week for all full time General Department employees shall be forty-two (42) hours per week until ratification of this Agreement, at which time the standard work week shall then become forty-one (41) hours and remain at forty-one (41) hours through June 30, 1971.

The standard work week commencing July 1, 1971, shall then become forty (40) hours per week.

The work week is established as five (5) days a week, from Monday through Friday.

Section 2. Overtime pay will be one and one-half ($1\frac{1}{2}$) times the hourly rate for all hours worked in excess of forty (40) hours per week.

Section 3. Time and one-half ($1\frac{1}{2}$) will be paid for all hours worked on Saturday. Sunday work will be paid at double the straight time rate.

Section 4. Emergency duty overtime work shall be rotated according to seniority by building, by department, and by classification.

Section 5. Overtime work will be permitted only when authorized by the immediate supervisor.

Section 6. All employees shall receive a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon.

APPENDIX A

(42 Hour Work Week Hourly Rate Schedule)

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>18 Mos.</u>	<u>2 Yr.</u>
Head Custodian					\$4.13
Technician I	\$3.28	\$3.43	\$3.58	\$3.73	\$3.88
Technician II	3.18	3.33	3.48	3.63	3.78
Custodian I	3.13	3.28	3.43	3.58	3.73
Custodian II	2.70	2.85	3.00	3.15	3.30
Utility	3.13	3.28	3.43	3.58	3.73
Skilled Maintenance	3.45	3.60	3.75	3.90	4.05
Semi-skilled Maintenance	3.28	3.43	3.58	3.73	3.88
Mechanic	3.45	3.60	3.75	3.90	4.05
Drivers	3.00	3.06	3.14	3.22	3.30
Seasonal	\$2.60 per hour				
Substitutes	\$2.50 per hour				

APPENDIX B

(41 Hour Work Week Hourly Rate Schedule)
Effective January 7, 1971

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>18 Mos.</u>	<u>2 Yr.</u>
Head Custodian					\$4.26
Technician I	\$3.41	\$3.56	\$3.71	\$3.86	4.01
Technician II	3.31	3.46	3.61	3.76	3.91
Custodian I	3.26	3.41	3.56	3.71	3.86
Custodian II	2.83	2.98	3.13	3.28	3.43
Utility	3.26	3.41	3.56	3.71	3.86
Skilled Maintenance	3.58	3.73	3.88	4.03	4.18
Semi-skilled Maintenance	3.41	3.56	3.71	3.86	4.01
Mechanic	3.58	3.73	3.88	4.03	4.18
*Drivers	3.00	3.06	3.14	3.22	3.30
	3.10	3.16	3.24	3.32	3.40
Seasonal	\$2.75 per hour				
Substitutes	Prevailing starting hourly rate for job filled.				

*New rate for Drivers will commence April 1, 1971.

GENERAL DEPARTMENT AND TRANSPORTATION DEPARTMENT

EMPLOYEE HOURLY RATE SCHEDULE

(Hourly Rates 1972-73)

<u>Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>18 mos.</u>	<u>2 yr.</u>
Head Custodian					\$4.78
Technician I	\$3.90	\$4.06	\$4.21	\$4.37	\$4.52
Technician II	3.80	3.95	4.11	4.26	4.42
Custodian I	3.74	3.90	4.06	4.21	4.37
Custodian II	3.30	3.45	3.61	3.76	3.92
Utility	3.74	3.90	4.06	4.21	4.37
Skilled Maintenance	4.08	4.23	4.39	4.54	4.70
Semi-skilled Maintenance	3.90	4.06	4.21	4.37	4.52
Mechanic	4.08	4.23	4.39	4.54	4.70
Drivers	3.43	3.49	3.58	3.66	3.74
Seasonal	2.86 per hour				
Substitutes	Prevailing starting hourly rate for job filled.				

APPENDIX C

(40 Hour Work Week Hourly Rate Schedule)
Effective July 1, 1971

<u>Classification</u>	<u>Start</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>18 Mos.</u>	<u>2 Yr.</u>
Head Custodian					\$4.40
Technician I	\$3.55	\$3.70	\$3.85	\$4.00	4.15
Technician II	3.45	3.60	3.75	3.90	4.05
Custodian I	3.40	3.55	3.70	3.85	4.00
Custodian II	2.97	3.12	3.27	3.42	3.57
Utility	3.40	3.55	3.70	3.85	4.00
Skilled Maintenance	3.72	3.87	4.02	4.17	4.32
Semi-skilled Maintenance	3.55	3.70	3.85	4.00	4.15
Mechanic	3.72	3.87	4.02	4.17	4.32
Drivers	3.10	3.16	3.24	3.32	3.40
Seasonal	\$2.75 per hour				
Substitutes	Prevailing starting hourly rate for job filled.				

JOB CLASSIFICATIONS - GENERAL DEPARTMENT

CUSTODIAN TECHNICIAN

Scope of Work

This employee is responsible for seeing that the school building is kept clean and properly heated, which work involves the cleaning, minor repair, and maintenance of the building in order to keep the building in a safe and sanitary condition.

DUTIES

A. Maintains power plant.

1. Cleans flues, checks and cleans burners.
2. Checks and cleans electric fire eye and adjusts.
3. Maintains and repairs vacuum pumps.
4. Maintains and repairs feed water and circulating pumps.
5. Blows down water column, low water cut-off feed water control, gauge glass and main blow down.
6. Blows down bleeders and main heat line.
7. Grease, change oil, change belts, blows down, maintains and repairs compressor.
8. Maintains and repairs hot water heaters and hot water storage tanks.
9. Cleans, maintains and repairs incinerators and burners on incinerators.
10. Maintains, repairs, changes water gauge on condensate and expansion tanks.
11. Maintains, checks and repairs all boiler piping and all boiler valves.
12. Checks and adjusts steam gauges, pressure gauges and all automatic controls on boilers and compressors.
13. Checks and blows down safety valve on boiler and hot water storage tanks and compressors.
14. Resets circuit breakers or replaces fuses on all boilers and boiler accessories in the boiler room.
15. Checks and maintains high and low water alarm.

16. Checks and maintains vacuum breakers and boilers.
 17. Maintains, oils, and repairs oil pumps. Maintains and repairs steam pre-heaters and electric pre-heaters.
 18. Checks and maintains oil level and chemical treatment in oil storage tanks.
 19. Checks and cleans breather pipes on oil tanks.
 20. Tests boiler water for acid, alkalinity, chlorine, hardness and oxygen.
 21. Treats boiler water to maintain boiler water at specified readings.
 22. Maintains, oils and cleans unit heaters and filters throughout building.
 23. Checks, adjusts and replaces all controls on unit heaters and thermostats.
 24. Maintains, cleans, oils or greases motors and controls in all fan rooms, and cleans or replaces filters and fan belts.
 25. Cleans, oils or greases all exhaust fans on roofs, and replaces belts.
- B. Makes minor repairs; including building and equipment, locks, doors, drinking fountains, clocks, toilets, furniture, telephones, P.A. system, hangs pictures, security lighting to be properly maintained and operated.
- C. Sweeps, mops, scrubs, refinishes, maintains and polishes floors.
- D. Maintains supplies and equipment (stocks shelves).
- E. Maintains grounds, cuts grass, shovels snow, repairs playground equipment and maintains shrubs.
- F. Sets up for noon lunch program.
- G. Operates a school bus and supervises groups of students while en route on scheduled trips.
- H. Obtain boiler operator's license.
- I. Drives bus when needed.
- J. Obtain chauffeur's license.
- K. Performs such other duties that are considered necessary by the school administration in order to maintain safe and sanitary conditions in school buildings and on school grounds.

Supervision

Supervision is received from the school principal.

CUSTODIAN I

Scope of Work

In order to keep the building in a safe and sanitary condition, this employee is responsible for seeing that the school building is kept clean.

DUTIES

1. Sweeps, mops, scrubs, refinishes, maintains, and polishes floors.
2. Washes glass areas of the building.
3. Dusts and polishes furniture and equipment.
4. Dusts books and bookcases.
5. Cleans rest rooms and replenishes supplies.
6. Maintains supplies and equipment.
7. Maintains grounds.
8. Makes minor repairs, including building and equipment.
9. Performs work as assigned.

Supervision

Supervision is received from the school principal.

CUSTODIAN II

Scope of Work

This work includes the lighter janitorial tasks, rather than the heavy work which is performed by employees in the Custodial I Classification.

DUTIES

1. Sweeps, mops floors (light weight mop).
2. Cleans glass on windows, doors, etc.,
3. Empty waste paper baskets.
4. Dusts, polishes furniture and equipment.
5. Cleans rest rooms and replenishes supplies.
6. Cleans and polishes brass and other metal work.
7. Performs such other related work as is necessary to keep school buildings in a safe and sanitary condition for pupils and teachers.

8. Performs other work as assigned.

Supervision

Supervision is received from the school principal.

DISTRICT UTILITY

Scope of Work

Performs a variety of duties in the School District involving manual labor.

DUTIES

1. Operates truck or tractor.
2. Plants, waters, cares for trees, shrubbery and grass.
3. Mows lawns and cleans grounds.
4. Moves furniture and equipment.
5. Digs ditches and trenches.
6. Loads dirt and construction materials.
7. Maintains playgrounds and equipment.
8. Drives school bus.
9. Performs custodial work.
10. Performs work as assigned.

Supervision

Supervision is received from the Maintenance or Transportation Supervisor.

SKILLED MAINTENANCE

Scope of Work

This is skilled maintenance work of a high level in the maintenance and repair of the physical structure of the school district buildings, equipment (both external and internal) and grounds.

A. General Maintenance

DUTIES

1. Make periodic inspections, maintains and repairs the following:
 - a. Heating and ventilating equipment.
 - b. Plumbing systems.
 - c. Electrical systems.
 - d. Performs work as assigned.

B. Painting and Glazing Maintenance

This work involves a high degree of skill in the painting of school buildings, fixtures, and equipment; also the installation, repair, caulking, and maintenance of all glass areas in the school system.

DUTIES

1. Does general glazing work in the alteration, repair and maintenance of glass areas in school buildings.
2. Repairs and installs caulking around windows.
3. Makes estimates of time and materials of assigned tasks.
4. Prepares surfaces to be painted by the use of burners, sandpaper, scraping and priming.
5. Mixes and matches paints and stains.
6. Applies paint to exterior and interior of buildings, furniture, and equipment, pipes, lockers and other fixtures; with brush, spray gun or pressure rollers.
7. Cleans brushes and makes repairs to painting equipment.
8. Requires working in high places, from ladders or scaffolding.
9. Performs work as assigned.

Supervision

Supervision is received from the Maintenance Supervisor.

SEMI-SKILLED MAINTENANCE

Scope of Work

This is semi-skilled work in the maintenance and repair of the school district buildings, grounds and equipment. Work involves general knowledge and skill in the areas of carpentry, welding, electricity, bricklaying, painting, sheet metal, plumbing, heating, roofing, grounds and other related skills.

DUTIES

Duties are assigned by the Maintenance Supervisor.

Supervision

Supervision is received from the Maintenance Supervisor.

MECHANIC

Scope of Work

This is skilled, mechanical work of a high level in the maintenance and repair of automotive equipment. This job involves responsibility for the performance of skilled tasks in automotive repair work of automobiles, trucks, buses, tractors, and other automotive equipment in the garage, or in the field.

DUTIES AND EXAMPLES OF WORK

(Note -- These examples are not to be construed to be exact and limiting, but are intended merely as illustrations of the various types of work performed by individuals in this classification).

1. General repair work on automobiles, buses, tractors, and other automotive equipment.
2. Repairs shock absorbers, transmissions, adjust brakes, changes and charges batteries.
3. Replaces lights, adjusts and relines brakes, overhauls and tests generators, tunes motors using test equipment, repairs and renews minor chassis and body parts.
4. Inspects and repairs tires and other automotive parts.
5. Keeps records and makes reports.
6. Drives bus.
7. Performs related work as assigned.

Supervision

Supervision is received from the Transportation Supervisor.

BUS DRIVER

Scope of Work

This work involves the operation of school buses. Employees who perform this function are responsible for the safe and efficient operation of school buses.

DUTIES

1. Must have valid chauffeur's license.
2. Operates a school bus and supervises groups of students while en route on scheduled trips.
3. Follows operating manual for operation and maintenance of bus.

Supervision

Supervision is received from the Transportation Supervisor.