

June 30, 1971

*Springfield*

AGREEMENT BETWEEN THE BOARD OF EDUCATION  
AND  
THE SPRINGFIELD CUSTODIAL AND MAINTENANCE GROUP

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

EFFECTIVE: July 1, 1969  
Until  
June 30, 1971

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AGREEMENT

THIS AGREEMENT entered into this 13th day of May, 1969, by and between the BOARD OF EDUCATION SCHOOL DISTRICT of the CITY OF SPRINGFIELD, MICHIGAN, hereinafter called the "Board", and the SPRINGFIELD CUSTODIAL AND MAINTENANCE GROUP, hereinafter called the "Group".

WITNESSETH

The parties recognize the basic purpose of the custodial and maintenance activities of the school shall be to provide the physical conditions most conducive to carrying out the educational program of the schools:

Whereas, the Board and the Custodial and Maintenance Employees have set forth the wages, hours, and working conditions which shall prevail and promote orderly and peaceful relations for the mutual interest of the Board the the administration of its employees.

Whereas, the parties, have reached certain understandings and in consideration of the following mutual concern, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

## SECTION 1

The Board recognizes the Springfield Custodial and Maintenance Group as the sole agent for negotiations and collective bargaining for all Custodial and Maintenance personnel of the School District of the City of Springfield. All personnel represented by the Group in the above defined bargaining unit shall, unless otherwise indicated, hereinafter will be referred to as "Employees".

## SECTION 2

The Board agrees not to negotiate with any Custodial and Maintenance organization other than the Group for the duration of this agreement.

## SECTION 3

The employee shall be responsible for payment of any dues.

## SECTION 4

Nothing contained herein shall be construed to deny or restrict to any Employee or Board rights they may have under the Michigan General School Law.

ARTICLE II  
EMPLOYEE RIGHTS

## SECTION 1

It is agreed by the Board and the Group that neither shall discriminate against any person covered by this agreement because of race, color, creed, nationality, or sex, nor shall they discriminate against any person covered by this agreement because of his exercising rights reserved to him under State or Federal Law.

## SECTION 2

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

## SECTION 3

It is agreed that except as specifically provided herein, employees covered under this agreement shall not engage in Group activities during duty hours.

ARTICLE III  
COMPENSATION

## SECTION 1

The salaries of employees covered by this agreement will be set forth in Schedule A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the duration of this agreement.

## SECTION 2

The annual rates of pay shown on the Schedule A are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on a fifty-two (52) week basis, shall be compensated on a prorated rate of pay.

## SECTION 3

Overtime worked in excess of eight hours in any one day, or on Saturday or Sunday should be paid for at time and one half the regular rate. Boiler coverage on weekends and holidays shall be an exception to this, and overtime shall not be paid.

## SECTION 4

Employees covered under this agreement may be given full credit for up to but not exceeding a period of five (5) years for related outside experience.

## SECTION 5

Upon recommendation of the immediate supervisor and Superintendent, with approval of the Board, a merit increase may be given up to \$125 for exceptional service or when a person reaches the top of their classification.

ARTICLE IV  
WORKING HOURS AND CONDITIONS

## SECTION 1

The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week Monday through Friday. An employee may be asked to drive a school bus as part of his eight (8) hour day.

## SECTION 2

All forty (40) hour per week employees shall be entitled to a lunch period of not less than one-half hour.

## SECTION 3

All employees will be provided one fifteen (15) minute break or rest period during their normal work day. These specified breaks or rest periods shall be observed by all employees at a time designated unless due to unusual conditions or emergencies, an employee is specifically requested to work through such period in which event the employee will be permitted to take the break period as soon as possible thereafter.

## SECTION 4

A person in charge of boilers on weekends and other periods of time not considered to be a regular work day may have his regular work week shortened during the winter months when boilers are in operation to compensate for this responsibility. The Superintendent shall work this out to the satisfaction of the employee and the head supervisor, but in case of conflict, the Superintendent's decision shall be final.

## SECTION 5

Pay days will be every other Friday and will cover a two week period. The checks issued will cover the employee's pay through the week ending on the preceding Friday.

## SECTION 6

Payroll deductions will be compulsory for:

1. Withholding tax, determined by the individual's salary and exemptions.
2. Retirement fund and Social Security.
3. Other deductions may be made for certain items if the employee requests them and proper written authorization is given.

ARTICLE V  
WORK LOADS AND ASSIGNMENTS

## SECTION 1

A written job description and work load assignment shall be given to each employee in order to facilitate the performance of his duties.

ARTICLE VI  
VACANCIES AND PROMOTIONS

## SECTION 1

Whenever any vacancy or other special opportunity in any position that would be held under this agreement in the district shall occur, the Board shall advise the employees by giving written notice to the Head Supervisor. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven calendar days.

## SECTION 2

Any employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the school system of the district, and other relevant

factors. (The Board declares its support of a policy of promotions from within its own employees, including promotions to supervisory and executive levels.) "Service" in the system, for purposes of this Agreement, shall mean continuous employment with the district.

### SECTION 3

Insofar as practicable, all vacancies will be filled by promotions and all employees are encouraged to train and prepare for promotional opportunities.

### SECTION 4

In any necessary reduction of the staff as covered under this agreement, an employee with greater service shall be given preference over an employee with less service to retain their employment insofar as practicable as determined by the Superintendent. Any employee whose services are so terminated shall be notified at least two (2) weeks in advance in writing by the Board.

### SECTION 5

When employees whose services have been so terminated are to be re-employed, those having the greatest service shall be recalled first insofar as practicable as determined by the Superintendent.

## ARTICLE VII DISCHARGE AND DEMOTION

### SECTION 1

Discharge or demotion of any employee shall be made only for reasonable and just cause. Just cause shall include, but shall not be limited to: 1. Inefficiency or incompetence: 2. Insubordination against rules of the Board: 3. Moral misconduct: 4. Disability, mental or physical, as shown by competent medical evidence.

### SECTION 2

In the event any employee shall be suspended or discharged from employment

and believes he had been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

### SECTION 3

Should it be decided that an injustice has been done in regard to the employee's suspension or discharge, the Board agrees to reinstate him and pay him for all time lost.

## ARTICLE VIII RESIGNATION

### SECTION 1

Any employee desiring to resign shall file a letter of resignation with the Board at least fifteen working days prior to the effective date. In case of an emergency, the notice time shall be left to the discretion of the Superintendent and the employee.

### SECTION 2

Any employee who discontinues his services before his first work year forfeits his right to earned vacation time.

## ARTICLE IX ABSENCE

### SECTION 1

Sick leave shall be granted annually to each regular employee without loss of salary as follows:

- a. 10 days for 40 hour, 44 week employees accumulative to 100 days.
- b. 12 days for 52 week employees accumulative to 100 days.

### SECTION 2

Each employee shall file a statement of the reason for absence on a form provided, on the day the employee returns or before the end of the pay period in case of extended illness.

## SECTION 3

In addition to sick leave days granted according to Section 1, the Superintendent may approve the following absences without loss of pay or deduction from cumulative sick leave:

- a. Death in the immediate family - limit of five (5) days.  
(Immediate family shall include present spouse, children, Mother, Father, Brother, and Sister.)
- b. Death of a friend or relative - limit of one (1) day.
- c. Serious illness in the immediate family as defined in Item a. - limit of two (2) days per year.
- d. Personal business that cannot be taken care of outside of duty hours - To be approved by immediate supervisor and Superintendent.
- e. Special training sessions related to work assignments.

## SECTION 4

An employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness not to exceed ten (10) months with no subtraction of sick leave.

## SECTION 5

Reporting unavailable for work - Employees who are unable to report for work for any reason are required to notify the head supervisor, or a person designated by him, of this fact at least two hours prior to the start of his work assignment. Any employee who is absent from work for such absence will be assumed to have quit, and will thereupon be terminated from employment.

ARTICLE X  
LEAVE

SECTION 1

Leave of absence without pay may be granted by the Superintendent to persons employed on a full-time basis (40 hours, 52 weeks) for at least two years. Leave shall be requested in writing thirty days prior to date leave commences. Original request for leave shall not be granted for more than fourteen (14) calendar days. When employee returns from leave, he shall return to the position he held at the time his leave was granted. In the event the leave is extended, done only upon review of request by the Superintendent with the approval of the Board, the employee shall be reinstated upon the availability of a position with preferences being given to employee returning from leave of absence.

SECTION 2

When an employee is called for jury service, pay shall be an amount equal to the difference between employee's daily wage and that received for jury duty.

ARTICLE XI  
RETIREMENT

SECTION 1

An employee shall be retired by the Board upon reaching 65 years of age per adopted Board Policy.

ARTICLE XII  
INSURANCE PROTECTION

SECTION 1

Blue Cross-Blue Shield - Continuation of present coverage of Board paying employee coverage. To receive this benefit, an employee must be scheduled to work at least 40 hours per week for 52 weeks, and meet the Blue Cross enrollment dates.

## SECTION 2

Life Insurance - A program of \$2,000 group coverage with double benefits in case of accidental death with premium to be paid by the Board for each employee. To receive this benefit, an employee shall be scheduled to work at least 40 hours per week for 52 weeks. (Life Insurance is in force upon first day of full-time employment after probation period, and having physical examination on file in business office.)

- a. Effective after probation period only.
- b. Effective July 1, 1966, for 40 hour, 52 week employees.
- c. Insurance reverts to \$1,000 at age 65.

## SECTION 3

Workmen's Compensation Insurance - The school carries Workmen's Compensation Insurance on all school employees, making them eligible for hospital, surgical, or doctor bill coverage for any injury incurred on the job. An employee is considered on the job while carrying out school activities either on or off school property, except in going to and from work. Report accidents immediately to the Business Office. Neglect in reporting an accident may result in the claim not being allowed. Reports are due within 24 hours of said accident or injury.

ARTICLE XIII  
VACATION

## SECTION 1

Employees on a 52 week assignment with five years or less of service shall receive two weeks per year vacation with pay after completion of one work year.

## SECTION 2

Employees on a 52 week assignment with six or more years of service shall have one day per year added to the two week's vacation until a maximum of fifteen (15) days has been reached.

## SECTION 3

An employee who works less than 52 weeks but more than 20 hours for 44 weeks in one year shall receive a prorated vacation period for that year only.

## SECTION 4

Every effort will be made to give desired vacation time during the summer months, but vacation time must be approved by the Head Supervisor and Superintendent of Schools.

## SECTION 5

Paid Holidays listed below shall be granted to all employees when the Holiday comes during their regular work year. Pay for this day shall be based on normal hours of work schedule for the week of which Holiday falls.

Labor Day

Thanksgiving Day - Two (20 days per school calendar)

Christmas Day

New Year's Day

Good Friday - One-half ( $\frac{1}{2}$ ) day

Memorial Day

Fourth of July

## SECTION 6

It is understood between the Board and the Group that heating and other building items must be maintained during certain weather conditions, and thus Holiday coverage and weekends shall be worked out with those responsible and the Head Supervisor and Superintendent.

ARTICLE XIV  
PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

## SECTION 1

A grievance shall be defined as any dispute regarding the meaning, interpretation

or application of the terms and provisions of this agreement.

## SECTION 2

An employee who believes he has a grievance shall first discuss the matter with his immediate supervisor personally or accompanied by a Group representative within six (6) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply:

## SECTION 3

FIRST STEP. Any grievance that is not settled as set forth in Section 2 of this Article or those grievances submitted by the Group shall be submitted in writing to the immediate supervisor of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred, specify the section of the contract which has allegedly been violated, shall be signed by the employee who is filing the grievance or an officer of the Group when the Group files a grievance and shall be submitted to the immediate supervisor within six (6) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Group. The Immediate Supervisor shall give a written answer to the aggrieved employee or the Group within six (6) school days, after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Group and one (1) by the immediate supervisor.

## SECTION 4

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the grievant and/or his Group representative or representatives shall notify the Superintendent in writing within six (6) school days after receipt of the immediate supervisor's First Step answer of the desire to appeal. If such written request is made, the Superintendent or someone by him designated shall meet with the grievant and/or Group representative or representatives within six (6) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or his Group representative or representatives within six (6) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Group and one (1) by the Superintendent.

## SECTION 5

THIRD STEP. If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the grievant and/or his Group representative or representatives shall notify the Superintendent in writing within six (6) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative, the Superintendent, the grievant and/or the Group representative or representatives within six (6) school days after receipt by the Superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved employee and the Group representative within six (6) school days after the date of the Third Step meeting.

## SECTION 6

If the grievance has not been settled in the Third Step, the grievant and/or his Group representative or representatives may submit the matter to mediation under the Act or if mutually agreed upon by both parties may submit such grievance to arbitration provided such submission is made within ten (10) school days after receipt of the Third Step answer.

- (a) All matters submitted to Arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing. The Arbitration shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

## SECTION 7

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdraw by the grievant and/or Group. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under the agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this agreement.

## SECTION 8

The presentation and discussions of grievances provided for in this Article shall take place outside of the regular working hours with the exception of procedures through Section 3, unless both parties agree to conduct such discussion during regular duty hours.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

## SECTION 1

The Board shall require a physical examination upon hiring an employee and will reimburse the cost up to \$10, after person has completed probation period.

## SECTION 2

A T. B. Test shall be required and on file in the Business Office once each year.

## SECTION 3

Upon return from an illness of five days or more, including returning from a leave of absence due to illness, the Superintendent may request a written statement from a physician that the employee is capable of returning to employment.

## SECTION 4

Probationary Employment period will be ninety (90) duty days. A new employee discharged or reprimanded during this probationary period shall not have cause for a grievance under Article XIV.

## SECTION 5

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 provision 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 Group shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

#### SECTION 6

A copy of this Agreement shall be provided at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.

#### SECTION 7

Between April 1 and May 1, 1971, the Board and the Group shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment under this Agreement.

#### SECTION 8

The Principal and Head Building Custodian are jointly responsible for the cleanliness of the building and should confer together on problems that may arise.

#### SECTION 9

Problems with regard to teacher, community or pupil misuse of the building or grounds should be reported to the Building Principal immediately.

SALARY SCHEDULE A  
1969-70 and 1970-71

Classifications

I	Chief Day Custodian and Maintenance Outside Day Man and Swing Shift	52 weeks 52 weeks
II	Night Custodian and Maintenance I (Night Responsibility)	52 weeks
III	Custodian and Maintenance II (Night Duties and Work Under Maintenance I)	52 weeks
IV	Custodian and Maintenance III - Regular Part Time or When Replacing Regular Position or Part Time. (Non-High School Student Age)	Part Time
	Bus Supervisor and Assistant Buildings and Grounds	52 weeks
	Supervisor of Buildings and Grounds	52 weeks

Student Probationary Status to be one (1) work year

- High School Student Help -
- A. \$1.30 through Feb. 1, 1970
  - B. \$1.45 starting Feb. 1, 1970
  - C. Increase 10¢ per hr. after nine (9) month's working under minimum rate.

Level placement as identified to become effective July 1, 1969

Level placement on next step for newly hired will be made after one work year.

LEVEL	I	II	III	IV	Bus Supv. & Assist. Bldg-Grounds	Supv. of Bldg & Grounds
1	100.00	95.00	92.00 Glover/Sivits	1.85 per hr.	108.00	122.00
2	104.00 Forman	99.00 Smith	96.00		112.00	126.00
3	108.00	103.00	100.00	Raise to \$1.90 per hr. after 6 mo's. experience	116.00	130.00
4	112.00	107.00 Burt/Hyde	104.00		120.00	134.00
5	116.00	111.00	108.00		124.00	138.00
6	120.00 Boyer/Vanderford	115.00 Beringer	112.00		128.00 Myers	142.00 Mitchell
7					133.00	147.00

ARTICLE XVI  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue to effect for two (2) years until the 30th of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SPRINGFIELD CUSTODIAL AND MAINTENANCE GROUP

BY: Lyman L. Mitchell

Arthur Boyer

Walter Myers

Robert L. Vanderyard

Donald L. Hyde

Ralph E. Forman

Carlin Smith

Frank H. Beringer Jr

George Burt

Von W. Glover

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SPRINGFIELD BOARD OF EDUCATION

BY: James L. Noble

Robert E. Thomas

Russell W. Kerr