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11-25-1935

## Cheyenne Public Schools, Building Service Employees International Union, Local 51 (1935)

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## **Cheyenne Public Schools, Building Service Employees International Union, Local 51 (1935)**

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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JANITORS' AND BUS DRIVERS' BULLETIN NO. 1

November 25, 1935

REGULATIONS GOVERNING JANITORS AND BUS DRIVERS  
SCHOOL DISTRICT NUMBER ONE, CHEYENNE, WYOMING

Article ~~I~~ Hours of Employment, Compensation for Overtime, Holidays, Vacations,  
and Sick Leave.

Section -1- Hours of Janitors.

All regularly assigned janitors shall work forty-nine (49) hours per week, except during the summer, Christmas, and Easter vacations, when the hours shall be forty-four (44) hours per week.

Section -2- Janitors of Elementary Schools.

One janitor shall be assigned to each elementary school building, and he shall be responsible for all janitor work at this building.

No overtime shall be allowed an elementary school janitor except in case he is required to come back to his building after dinner of a night, on Saturday afternoons, or on the holidays specified below.

Provided--that in the case of the Johnson School, because of its size, a part-time janitor shall be detailed to assist in the care of this building.

Provided further--that no extra compensation shall be allowed for the running of heat for the protection of buildings when school is not in session.

Section -3- Janitors at the Junior and Senior High Schools.

A fair and equitable assignment of work at these two buildings within the forty-nine (49) and forty-four (44) hour week shall be worked out by the Superintendent of Buildings and Equipment in conjunction with the principals of the two buildings and approved by the Superintendent of Schools.

Provided--that no extra compensation shall be allowed for running heat for the protection of buildings when school is not in session.

Section -4- Overtime.

Overtime shall be defined as work which janitors are asked to perform in addition to their regular stint or assignment of work. All work performed on Sundays or the following legal holidays; New Year's Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, Washington's Birthday, shall be counted as overtime.

Janitors performing any service for persons or organizations not directly connected with the public schools shall receive overtime therefor.

(2)

Provided--that janitors shall not receive extra compensation on account of overtime unless it shall have been ordered and approved by the Superintendent of Buildings and Equipment, the principal of the building, or the Superintendent of Schools. So-called "night watch" duty shall be counted as overtime.

Provided further--that a janitor shall not be allowed overtime for "night watch" duty performed during his regular shift.

Section -5- Rate of pay for overtime.

The rate of pay for overtime shall be fifty-two cents (52¢) per hour for the actual time employed.

Provided--that the minimum compensation shall not be less than \$1.00 for overtime work on the above mentioned holidays, on "night watch" duty, or on overtime duty for organizations or persons not directly connected with the public schools.

Section -6- Vacations.

All employees regularly employed by the School District shall receive fifteen days (15) vacation per year with pay, based on one and one-fourth (1-1/4) days for each month. Said vacation shall be taken at a time when most convenient to the School District, which shall generally be understood to be during the summer.

Section -7- Sick Leave.

All regular employees shall receive, if needed, seven days (7) sick leave per year with pay in addition to vacations.

Provided--sick leave shall not be cumulative.

Provided further--that sick leave shall be verified by a doctor's certificate if it extends over two (2) days at a time.

Provided further--that sick leave shall be granted only because of the employee's own illness or a death in his immediate family.

Article ~~II~~ - Transportation Other Than Regularly Assigned School Bus Routes.

Section -1-

All trips of twenty-five (25) miles or less or three (3) hours or less, when made on Saturday afternoons, Sundays, or the above mentioned holidays, shall be paid for at the rate of \$2.50 per trip.

Section -2-

All trips of twenty-five (25) miles or over and requiring over three (3) hours and less than eight (8) hours to complete, made on Saturday afternoons, Sundays, or holidays, or after regular routes are completed, shall be paid for at the rate of \$5.00 a trip.

(3)

Section -3-

All trips requiring overnight lay-overs shall be paid for at the rate of sixty-five cents (65¢) per hour. Eight hours shall be considered a day's work.

Provided--that no pay shall be given for actual rest periods at point of lay-over.

Provided also--that drivers shall be allowed actual expenses incurred at all points of lay-over.

III  
Article -3- Handling of Grievances.

All grievances of employees in connection with the foregoing regulations must be taken up with the Superintendent of Schools through the Adjustment Board of the School Employees and if a settlement of grievances cannot be made with him, the Adjustment Board shall be permitted to meet with the Board of Education.

IV  
Article -4- Tenure of Regulations.

These regulations shall remain in full force and effect only until the end of the present fiscal year.

A. S. JESSUP  
Superintendent of Schools

SECOND REQUEST

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

35-9-6

UNION AGREEMENTS

Feb. 3, 1938

Mr. W. H. Rice, Sec'y-Treas.  
Bldg. Service Employees Int. Union #51  
Box 273  
Cheyenne, Wyo.

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of service to you at any time, please write me.

Very truly yours,

*Isador Lubin*

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement \_\_\_\_\_

(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_

Number of union members working under terms of agreement \_\_\_\_\_

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered \_\_\_\_\_

Date signed \_\_\_\_\_ Date of expiration 9-1-38

(Name of person furnishing information)

(Address)

Building Service Employees'  
International Union  
Janitors' Local #51  
1517 E. 20th. Street  
Cheyenne, Wyoming.

February 8 1938

Mr. Isador Lubin  
Commissioner of Labor Statistics  
Department of Labor  
Washington, D.C.

Dear Sir:-

In reply to your request of February 3 1938 for a copy of the agreement under which the member of Janitors' Local #51 are working, I am inclosing a copy of the regulations which have been verbally agreed to by both the School Board and the members of Local #51.

In the State of Wyoming a school board may not legally sign a contract or working agreement with a Labor organization.

As the majority of members of Local #51 are employed by the Cheyenne Public Schools the inclosed regulations were drawn up by a committee from the Local together with a committee from the School Board. At a regular meeting of the School Board it then agreed by by both parties verbally that we abide by these regulations instead of a regular contract signed by both parties.

We have at the present time 18 members working under these regulations and have had no trouble in the administration of them.

Hoping this will give you the information requested,  
I remain,

Sincerely yours

EC:Inc. 1

Ernest Casner  
Secretary-Treasurer

