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6/30/2000

1992-2000 CONTRACT AGREEMENT

BETWEEN

THE GARDEN CITY CUSTODIAL, MAINTENANCE

TRANSPORTATION, and FOOD SERVICE ASSOCIATION

AND THE

BOARD OF EDUCATION OF THE SCHOOL DISTRICT

OF THE

CITY OF GARDEN CITY

Garden City Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

		PAGE
PREAMBLE		A
DECLARATION OF POLICY		A
CHAPTER A	**GENERAL PROVISIONS**	
ARTICLE I.	RECOGNITION OF ASSOCIATION	1
ARTICLE II.	AGENCY SHOP	2
ARTICLE III.	NEGOTIATION PROCEDURES.	4
ARTICLE IV.	SENIORITY	5
ARTICLE V.	DISCIPLINE AND DISCHARGE	7
ARTICLE VI	HOLIDAYS	10
ARTICLE VII.	LEAVE OF ABSENCE	13
ARTICLE VIII.	PROMOTIONS	16
ARTICLE IX.	EMPLOYEE RETIREMENT AND DEATH BENEFITS	19
ARTICLE X.	WAGES AND CLASSIFICATIONS	21
ARTICLE XI.	GRIEVANCE PROCEDURES	23
ARTICLE XII.	GROUP INSURANCE COVERAGE	29
ARTICLE XIII.	LAYOFF	33
ARTICLE XIV.	EVALUATION	35
ARTICLE XV.	MISCELLANEOUS PROVISIONS	37
ARTICLE XVI.	PROBATIONARY EMPLOYEES	43
CHAPTER B.	**CUSTODIAN PROVISIONS**	
ARTICLE XVII.	HOURS OF WORK	44
ARTICLE XVIII.	LEAVES	47
ARTICLE XIX.	VACATIONS	51
	CUSTODIAL HOURLY WAGES 1992-93	53
	CUSTODIAL HOURLY WAGES 1993-94	54
	CUSTODIAL HOURLY WAGES 1994-95	55
	CUSTODIAL HOURLY WAGES 1995-96	56
CHAPTER C.	**BUS DRIVER/BUS AIDE PROVISIONS**	
ARTICLE XX	HOURS OF WORK	58
ARTICLE XXI.	LEAVES	63
ARTICLE XXII.	VACATIONS	66
ARTICLE XXIII.	MISCELLANEOUS	67

PAGE

BUS DRIVER/BUS AIDE HOURLY WAGES 1992-93 and 1993-94..... 69
BUS DRIVER/BUS AIDE HOURLY WAGES 1994-95 and 1995-96..... 70

CHAPTER D. CAFETERIA WORKER PROVISIONS

ARTICLE XXIV. HOURS OF WORK 71
ARTICLE XXV. LEAVES..... 73
ARTICLE XXVI. VACATIONS..... 76
CAFETERIA WORKER HOURLY WAGES 1992-93 and 1993-94..... 77
CAFETERIA WORKER HOURLY WAGES 1994-95 and 1995-96..... 78
SECTION 125 PLAN 79
DURATION OF AGREEMENT 83

PREAMBLE

This Agreement between the Board of Education of the School District of the City of Garden City, Michigan engaged in education service to the community hereinafter referred to as the "Employer" and the Garden City Custodial, Maintenance, Transportation, and Food Service Association (GCCMTFSA/MEA/NEA), hereinafter referred to as the "Association" for and in behalf of the employees now employed and hereinafter employed by the employer within the unit of representation as hereinafter described and designated herein as the "Employees".

DECLARATION OF POLICY

The purpose of this Agreement is to promote the mutual interests of the School District and its employees, and to provide and secure adequate, dependable service to the School District and to the public under conditions which will further, to the fullest extent possible, the safety and welfare of the employees, and economy and efficiency of operation, correlating the above with the General Policy Manual of the Board of Education for the City of Garden City.

The Association, employees, and the employer recognize that "The Board of Education of the School District of the City of Garden City, Michigan is committed to a philosophy of educational service to the children of this community." It is further recognized by the parties that as a fundamental principle of public service, the general personnel policies, practices, and procedures are set forth in order to provide the best service possible and to eliminate the interruption of service by labor disputes or controversies. It is understood that the Agreement shall supersede any contrary or inconsistent policies that may have been in effect in the past.

Therefore, in recognition of these principles, the Board of Education and the Association enter into this Agreement with respect to hours, wages, and working conditions.

CHAPTER A.

GENERAL PROVISIONS

ARTICLE I. – RECOGNITION OF ASSOCIATION

A. The Board of Education of the School District of the City of Garden City recognizes the Association as the sole exclusive bargaining agent for all employees under the classification of Cafeteria Workers, Custodial Employees, Bus Drivers and Bus Aides in respect to wages, hours, and other terms and conditions of employment, but excluding Maintenance/Custodial Supervisor-Days (1), and Maintenance/Custodial Supervisor-Nights (1).

The Employer further agrees it will not recognize, deal with, or enter into contractual relations, either written or oral, with any other labor organization in regard to wages, hours or other terms and conditions of employment in behalf of any of its employees covered under the terms of this Agreement at any time during the term of this Agreement.

B. There shall be no discrimination against any employee by supervisors or any other person in the employ of the employer because of membership in the Association.

C. The Employer and the Association agree that they will not engage in any unlawful discrimination against any employee. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, weight, height or membership in or association with the activities of the Association.

D. The Employer recognizes the established rights, responsibilities, and values of the Association and has no objection to its employees becoming members of the Association, which is responsible in conjunction with the Employer for making and keeping this Contract. The Employer specifically will not tolerate, on the part of its representatives, any discrimination of the activity whatever against the Association and will not condone anti-Association activity on the part of any administrator or any employee acting as an agent of the Employer.

CHAPTER A.
GENERAL PROVISIONS
ARTICLE II. -- AGENCY SHOP

A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

B. Association Members: Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

C. Service Fee Payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

D. Non-Payment of Dues or Service Fees: If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

E. Payroll Deduction: Upon written authorization by a bargaining unit member of pursuant to paragraph D., the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than fifteen (15) days following each deduction.

F. Save Harmless Clause: In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving relevant evidence, obtaining relevant witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

G. It is understood that an employee shall be required to make payment pursuant to this Article when they are receiving supplemental benefits to worker's compensation.

H. The Employer agrees to provide this service without charge to the Association.

CHAPTER A.

GENERAL PROVISIONS

ARTICLE III. – NEGOTIATION PROCEDURES

A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select six (6) representatives and two (2) alternates from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a vote of the bargaining unit held at a regular or special meeting of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.

B. Upon ratification of this Agreement, the Association shall not bring up matters for negotiation to the Board, and the Board will not bring up matters to the Association except by written mutual consent and as provided in Section C. of this Article. This shall not be interpreted to deny the Association its rights under PERA to demand to bargain; this is not a waiver of bargaining rights.

C. Within ninety (90) calendar days, and not less than sixty (60) calendar days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement for the following year (or years) covering wages, hours and terms and conditions of employment of employees employed by the Board.

CHAPTER A.
GENERAL PROVISIONS
ARTICLE IV. -- SENIORITY

A. The purpose of seniority credit is to provide security on a regular and continuous length of service basis.

B. The relative seniority of employees beginning work on the same day shall be determined by drawing lots, the drawing to be conducted in the presence of an Association steward; such drawing to be held before the end of the probationary period and shall be the final determination of the employee's seniority standing.

C. The date of hire of a regular bargaining unit employee shall be the employee's date of seniority assuming that the probationary period is successfully completed. NOTE: Employees regularly scheduled to work four (4) or more hours per day (or both a.m. and p.m. in the case of school bus drivers) shall be considered "regular bargaining unit employees".

D. Custodians, bus drivers, cafeteria workers and bus aides comprise separate and distinct seniority groups. Date of hire refers to date of hire as a custodian, or bus driver, or cafeteria worker. If a custodian, bus driver, or cafeteria worker applies for and is hired into another seniority group, he/she retains seniority in the previous seniority group only for the purpose of job security with respect to layoff and bumping back into the old group in the event of layoff from the new group, and school district-wide seniority for wage and fringe benefit computation. He/she may not use seniority in the previous group for any other purpose such as bidding or job preference in the previous seniority group subject to the provisions of paragraph F.

E. If there is a reduction of the number of positions within a promotional classification (pay rate box) making necessary a reduction in the number of employees assigned to positions within that promotional classification, employees assigned to positions within that promotional classification with the least group seniority shall be temporarily reassigned to positions in equal or lower classifications, without loss of pay, until vacancies occur such that those employees can be returned to positions in that promotional classification or for a period of one (1) year, whichever occurs first. The temporary reassignment shall be to the same shift, provided that there is a vacancy in an equal or lower classification on that shift or provided it is possible to temporarily reassign an employee with lesser seniority in an equal or lower classification position to a less preferred shift in another equal or lower classification, without loss of pay. In interpreting this paragraph, date of hire in the group, not seniority in the classification, will be used to determine seniority. NOTE: Any employee already reassigned to a lower classification as of the date of ratification of this contract shall not be subject to the one (1) year without loss of pay provision so long as they are not again reassigned to a lower classification. In the event such employees are again reassigned to a lower classification, they will be subject to one (1) year without loss of pay provision.

F. A member of the bargaining group who accepts employment in an administrative or supervisory position with the employer shall freeze his seniority within the group as long as he/she is employed in such capacity.

G. Employees receiving workers' compensation or on illness leave shall continue to accrue seniority if otherwise qualified.

H. In the event that the employer determines to hire employees in entry level positions, preference shall be given to senior bargaining unit members who have been employed by the District in a bargaining unit position for a minimum of three (3) years, provided such members possess necessary skills, have worked in an on-call capacity similar to the open position for a minimum of eighty (80) hours and have indicated their interest, in writing, to the Personnel Department.

ARTICLE V. – DISCIPLINE AND DISCHARGE

A. An employee shall be discharged and removed from the seniority list for the following reasons only:

1. He/she quits.

2. He/she is discharged and the discharge is not reversed through the grievance procedure.

3. He/she is absent for one (1) working day without notifying the Employer of such absence having previously received a written reprimand and pay dock for the same offense on a previous occasion. Except that this section shall not apply in the event that circumstances beyond the employee's control prevent him/her from providing appropriate notice to the employer. The burden of proof of circumstances beyond the employee's control rests with the employee.

4. He/she fails to return to work within three (3) days after a registered letter is received by the employee.

5. An employee who comes to work under the influence of alcohol illegal drugs, or is found using alcoholic beverages or non-prescribed controlled substances while on the job, or whose performance on the job is impaired as the result of the abuse of alcohol, illegal drugs or non-prescribed substances, has committed a very serious offense. The Employer may insist, upon the first offense and where reasonable, that the employee agree to participate in an outpatient treatment program if recommended by medical or other qualified personnel. Once the employee is enrolled, he/she may return to work. Following a second offense, the employee must complete a treatment program before he/she will be allowed to return to work.

An employee participating in a treatment program may continue to receive all fringe benefits while enrolled in the program, as with all other paid leaves.

A third offense may result in discharge.

6. The Employer may discharge an employee if he/she is convicted of criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, an attempt to commit criminal sexual conduct in any degree, felonious assault on a child, child abuse, or cruelty, torture, or indecent exposure involving a child.

   The employer may also discharge an employee if he/she commits a felony or misdemeanor while working which involves school property or personnel or students.

   The employer reserves the right to suspend, with pay, pending adjudication.

B. The Board fully recognizes that employees will experience absence for specific reasons which individually will not jeopardize the employee's job. However, such individual absences do not render the employee immune from the consequences of consistent and prolonged absenteeism.

C. In the case of employee discipline, the Board agrees to utilize the following progressive discipline procedure:

   1. Verbal reprimand with or without union steward at employee's discretion.
   2. Written reprimand.
   3. Written reprimand with suspension.
   4. Written reprimand and possible discharge.

   Infractions other than those identified in A., B., and D. or for severe disciplinary infractions, may result in acceleration of this procedure.

D. Immediate two (2) working day suspension without pay for first offense; discharge for second offense for the following:
   1. Failure to follow any directive which is not arbitrary or capricious.

2. Any employee who absents him/herself from the assigned workplace without prior approval of his/her supervisor, building administrator, or other designated administrator.

E. The employer shall provide to both the employee and the Association copies of any written reprimand, suspensions, or other disciplinary action within five (5) days of such action by the Employer.

F. There is a two (2) year cap for removal of discipline matters for the same offense in Sections C. and D.

G. There shall be no discipline without just cause.

CHAPTER A.
GENERAL PROVISIONS
ARTICLE VI. -- HOLIDAYS

A. An employee shall be entitled the day off with regular pay for the following holidays, provided he is in pay status for the entire scheduled work day immediately preceding, and the first entire scheduled work day immediately following the holiday:

HOLIDAY	1992-93	1993-94	1994-95
Independence Day	Fri, 7/3	Mon, 7/5	Mon., 7/4
Labor Day	Mon, 9/7	Mon, 9/6	Mon., 9/5
Thanksgiving Day	Thurs, 11/26	Thurs, 11/25	Thurs., 11/24
Fri. immediately following Thanksgiving Day	Fri, 11/27	Fri, 11/26	Fri., 11/25
Christmas Eve	Thurs,12/24	Fri, 12/24	Mon., 12/26
Christmas	Fri, 12/25	Thurs,12/23	Tue., 12/27
New Years Eve	Thurs, 12/31	Fri, 12/31	Mon., 1/2
New Years Day	Fri, 1/1	Thurs, 12/30	Tue., 1/3
Good Friday	Fri, 4/9	Fri, 4/1	Fri., 4/14
Easter Monday	Mon, 4/12	Mon, 4/4	Mon., 4/17
Memorial Day	Mon, 5/31	Mon, 5/30	Mon., 5/29

HOLIDAY	1995-96	1996-97
Independence Day	Mon., 7/3, Tue. 7/4	Thurs., 7/4, Fri.7/5
Labor Day	Mon., 9/4	Mon., 9/2
Thanksgiving Day	Thurs., 11/23	Thurs., 11/28
Fri. immediately following Thanksgiving Day	Fri., 11/24	Fri., 11/29
Christmas Eve	Tue., 12/26	Mon., 12/23 & Tue., 12/24
Christmas	Mon., 12/25	Wed., 12/25
New Years Eve	Tue., 1/2	Mon., 12/30 & Tue., 12/31
New Years Day	Mon., 1/1	Wed., 1/1
Good Friday	Fri., 4/5	Fri., 3/28
Easter Monday	Mon., 4/8	Mon., 3/31
Memorial Day	Mon., 5/27	Mon., 5/26

HOLIDAY	1997-98	1998-99
Independence Day	Fri., 7/4,	Fri., 7/3
Labor Day	Mon., 9/1	Mon., 9/7
Thanksgiving Day	Thurs., 11/27	Thurs., 11/26
Fri. immediately following Thanksgiving Day	Fri., 11/28	Fri., 11/27
Christmas Eve	Wed., 12/24	Thurs., 12/24
Christmas	Thurs., 12/25 & Fri., 12/26	Fri., 12/25
New Years Eve	Wed., 12/31	Thurs., 12/31
New Years Day	Thurs., 1/1 & Fri., 1/2	Fri., 1/1
Good Friday	Fri., 4/10	Fri., 4/2
Easter Monday	Mon., 4/13	Mon., 4/5
Memorial Day	Mon., 5/25	Mon., 5/31

HOLIDAY	1999-2000
Independence Day	TO BE DETERMINED
Labor Day	"
Thanksgiving Day	"
Fri. immediately following Thanksgiving Day	"
Christmas Eve	"
Christmas	"
New Years Eve	"
New Years Day	"
Good Friday	"
Easter Monday	"
Memorial Day	"

In the event school is closed for a new legal holiday not mentioned above during the school year, employees shall have that day off with pay.

B. An employee with approval to work on a holiday indicated in Section A. of this Article shall be paid at the rate of two (2) times his regular hourly rate for all hours worked plus the holiday pay indicated in Section A. of this Article provided he is entitled to be paid for the holiday as indicated in Section A. of this Article.

C. When a holiday indicated in Section A. of this Article falls on Thursday, an employee shall be entitled to a day off with regular pay on the Friday immediately following the holiday, provided that he is entitled to be paid for the holiday as indicated in Section A. of this Article and provided that the Friday immediately following is not a holiday under Section A. of this Article. When a holiday indicated in Section A. of this Article falls on Tuesday, an employee shall be entitled to a day off with regular pay on the Monday immediately preceding the holiday, provided that he is entitled to be paid for the holiday as indicated in Section A. of this Article and provided that the Monday immediately preceding is not a holiday under Section A. of this Article. These dates will be shown in Section A. of this Article.

D. An employee with approval to work on a day off with pay indicated in Section C. of this Article shall be paid his regular hourly rate for all hours worked up to the first eight (8) hours worked and one-and-one-half (1 1/2) times his hourly rate for all hours worked in excess of eight (8) hours plus the regular pay indicated in Section C. of this Article.

E. In any event, an employee shall not be eligible for payment for days off because of holidays or days off with pay unless he has successfully completed the first thirty (30) working days of his probationary period.

CHAPTER A.
GENERAL PROVISIONS

ARTICLE VII. -- LEAVE OF ABSENCE

A. Voluntary non-illness leaves of absence will be granted by the Employer for good cause as determined by the administration for a definite period of time, but in no event shall a voluntary leave be extended beyond a period of one year from the last day worked. An employee may not return or be returned from a leave "early" if such would result in any displacement of any other employee.

B. 1. If an employee or employee's spouse becomes pregnant while the employee is employed by Garden City Schools, and the employee desires to take a non-paid four (4) to fifty-two (52) week child care leave in connection with such pregnancy, the employee shall notify the Personnel Office that such a leave is requested. The leave will terminate at the specified time and the employee will be returned to his/her former position, or a position for which he/she is qualified if his/her former position no longer exists. Insurance maternity benefits in connection with the pregnancy will continue during the leave. The employee shall provide medical certification as requested by the Personnel Office relative to the leave.

2. An employee who acquires a child (children) by marriage may take a non-paid child care leave to a maximum of six (6) weeks in connection with such acquisition. Such leave must be taken within six (6) months of the acquisition. Return from such leave shall be the same as #1 above.

3. An employee shall, upon request, be granted a non-paid leave of up to one (1) year for the purpose of adopting a child (children). Such leave shall be extended up to one (l) year if necessary to fulfill adoption requirements. Return from such leave shall be the same as #1 above.

C. An employee who is summoned and who reports for jury service shall continue on regular payroll for the days of such service. However, the employee shall forward to the Board any fees received for such jury service. NOTE: Expense reimbursement received by the employee for jury service need not be forwarded to the Board - only jury service fees need be forwarded.

D. Any employee being duly elected or appointed to a term of office, a union staff position, a union internship, or as a delegate to any labor activity, necessitating a temporary leave of absence, shall be granted a non-paid leave of absence, not to exceed twelve (12) months, and notwithstanding Section F of this Article, shall accumulate seniority during such leave of absence. As much notice as possible of such intended absence shall be given to the employer.

E. The seniority of employees who enter the armed forces of the United States under the Selective Service Act will accumulate during the period of their service, and their employment at the termination of such service shall be governed by and subject to the terms and provisions of the Selective Service Act.

F. While on a voluntary non-paid leave, as described in Paragraph A, an employee shall not receive fringe benefits or accumulate seniority that he/she would have as a regular paid employee. Upon return from a non-paid leave, an employee shall retain all benefits and seniority earned previous to the leave. However, upon return, the employee shall be entitled to any improvement in negotiated or granted benefits which were effected while he was on official leave.

G. In case of an approved temporary leave, all persons moved to a higher classification do so on a temporary basis. When the employee on this approved temporary leave returns, all who were temporarily moved return to their former classification.

H.. The Board shall grant upon the request of the President of the Association leave without loss of pay or leave days for the President or other unit members designated by the President to attend local, state or national Union activities or to participate in Union endorsed and/or sponsored in-service activities and/or Association business. These days shall not exceed a number equal to twenty percent (20%) of the membership of the bargaining unit plus eight (8) days. A substitute, qualified to continue to perform the work duties of the President, shall be provided during release time, where possible. These days to be used July 1 to June 30 of each year. Association days will not be charged when members or officials attend arbitrations or other work related

hearings in court, at MERC, etc. The Association may purchase additional days at the appropriate sub rate.

I. Leaves shall not be granted for the purpose of accepting employment with another employer except as provided in Article VII., Section D. of this agreement. An employee on leave who accepts employment with another employer indicates availability for work. Therefore, if the District offers employment while an employee is on leave, but employed with another employer, and the employee fails to accept such offer, the leave and employment with the District shall be terminated immediately.

CHAPTER A.
GENERAL PROVISIONS
ARTICLE VIII. -- PROMOTIONS

A. Definitions:

1. Classification - A position with a specific job title and description or a group of positions with a common job title and description. (NOTE: Building level and not name or location will be used to differentiate classifications.)

2. Promotion - Permanent assignment to a classification with a shift preference or with a greater rate of pay.

3. Vacancy - A position to which an employee has not been permanently assigned (or temporarily assigned under Article IV, Section E).

4. Upgrade - Temporary assignment to a position in a classification with a shift preference or with a greater rate of pay. (Over five (5) consecutive work days)

B. Whenever a vacancy occurs so as to make a day shift (day shift jobs are any jobs which have a starting time between 5:00 a.m. and Noon) preference or promotion possible, the Employer shall post a notice of same on its employee bulletin board in all groups and invite employees to apply for the job. All such job vacancies shall be posted for ten (10) calendar days.

. Within five (5) work days of the occurrence of a vacancy which makes a day shift preference or promotional opportunity available, the job shall be posted. Within two (2) work days of the close of the posting period, the job shall be awarded, assuming a qualified candidate has bid for the job.

C. Any Association employee desiring a posted job may present a bid.

D. The Superintendent or his/her designee shall review written bids for a posted promotional job. Due consideration shall be given to ability, background, work record, and seniority (not necessarily in the order listed). However, the final decision relative to awarding a promotional position shall be the prerogative and responsibility of the Superintendent or his/her designee. Promotions and upgrades shall be retroactive to the date the job posting expires.

E. Promotions shall not become permanent until the employee has been on the higher rated job for ninety (90) calendar days and shall have satisfied his immediate supervisors that he is capable of performing it. If at any time before the promotion becomes permanent the Superintendent or his designee determines the employee lacks the qualifications for the promotion, or the employee wishes to do so, he shall have the right to return to the job from which he was promoted or another job with the same rate of pay.

F. It will continue to be the policy of the employer to make promotions from within the ranks of employees, and only when competent employees as determined by the employer cannot be found in the ranks, or competent employees will not accept the position, will the employer vary from this policy.

G. An employee may request, in writing, a transfer to an equated job classification, and this request will be duly considered by the Superintendent or his designee.

H. A cafeteria worker who has been in a part-time position will begin in a full-time position with prorated experience on the salary schedule (two (2) years of part-time equals one (1) year of full time).

I. Where it is anticipated by the Personnel Office that an upgrade has a high probability of exceeding thirty (30) calendar days, such upgrade will be bid with a three (3) working day posting period. The Personnel Office may assign the bidder with the greatest seniority to such upgrade or assign the upgrade to a less senior bidder. However, a less senior bidder would only be assigned after a committee recommendation (described in Section D of this Article) had been made and considered.

J. Employees may indicate their desire for specialized summer assignments in writing each year and they will be considered by the administration for appointment to the position.

K. An employee shall not be prohibited from requesting a transfer to an open equal or lower classification. Such request shall be in writing. The decision on whether to transfer shall be at the discretion of the administration.

CHAPTER A.
GENERAL PROVISIONS

ARTICLE IX. -- EMPLOYEE RETIREMENT AND DEATH BENEFITS

A. Eligibility for Retirement Benefits:
An employee retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under one of the following conditions:

1. General Situation:
Eligible to receive Michigan Public School Employees' Retirement benefits upon termination of employment with Garden City Schools.

2. Special Situation:
Thirty (30) years of service to the Garden City School System.

3 Health:
After ten (10) or more years of service to Garden City Public Schools and upon certification by a Retirement Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the employee may retire.

4. Age:
The employee has reached seventy (70) years of age.
Limitation:
Only one retirement benefit can be collected by an employee.

B. Retirement Benefits:
A lump-sum retirement benefit shall be computed in the following manner:

1. Twenty-five dollars ($25) per day for unused sick days up to 75 days.

Fifty dollars ($50) per day for unused sick days 76-200 days.

Seventy-five dollars ($75) per day for unused sick days for 201 days and over.

2. Seventy-five ($75) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.

3. An employee shall receive an amount described in either 1 or 2, whichever is greater.

4. For those members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65 on, or after, July 1, 1991, the Board shall provide reimbursement to the retiree up to $1,000 per year (reimbursement to be paid semi-annually, in January and June) toward the payment of the Michigan Public School Employees' Retirement System hospitalization coverage. This reimbursement shall cease at age 65.

C. Optional Retiree's Life Insurance Benefits

1. Eligibility:
Employees who retire under Section A. of this ARTICLE are eligible to carry the following life insurance coverage under the district's group plan.

2. Coverage:

Life Insurance	Cost to Retirees
From date of retirement until age 70 - $7,500	Group Rate
From age 70 on - $3,500	Group Rate

3. Payments:
All payments will be made directly to the insurance carrier's office. A payment overdue for 30 days will automatically cancel out all benefits. Payments for the following month will be due in the insurance carrier's office no later than the 10th of each month. The first payment will be due no later than 30 days after termination of employment.

D. Death Benefits:
A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of the employee, regardless of years of service.

CHAPTER A.

GENERAL PROVISIONS

ARTICLE X. -- WAGES AND CLASSIFICATIONS

A. The employer agrees to establish a general written description for each classification. Such descriptions shall be reviewed annually (and updated when necessary) by the administration. The Union will be consulted to offer suggestions relative to change in job descriptions.

B. An employee filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification starting with the beginning of the sixth (6th) consecutive working day in that position and retroactive to the first day. (Does not apply to bus drivers.)

C. When an employee is voluntarily assigned to a lower rate classification, he/she shall be paid the wage rate of that classification based on his/her seniority in the system.

D. Wages

1. For the period July 1 1995 to June 30, 1996. the schedule of hourly pay rates shall be determined by increasing the 1994-95 base pay rates (excluding shift premiums, asbestos training premiums and district night leader premium) for each specified position by 3%. Should the G.C.E.A. salary schedule be adjusted in February, 1996 based on the County average increase, the same percentage adjustment shall be implemented simultaneously for all G.C.C.M.T.F.S.A. members.

2. For the period July 1, 1996 to June 30, 1997, the schedule of hourly pay and premium rates shall be frozen at the finalized 1995-96 level. No step increases shall be granted based on years of service during this school year. In determining salary placement for the 1997-98 school year and beyond, all members shall be placed as though they had received the appropriate step increase during the 1996-97 school year.

3. For the period July 1, 1997 to June 30, 1998, the schedule of hourly base pay rates (excluding premium rates for shift, asbestos training and night shift leader) shall be determined by increasing the 1995-96 hourly base pay rates by 3%.

4. For the period July 1, 1998 to June 30, 1999, the schedule of hourly base pay rates (excluding premium rates for shift, asbestos training and night shift leader) shall be determined by increasing the 1997-98 hourly base pay rates by 3%.

5. For the period July 1, 1999 to June 30, 2000, the salary schedule shall be determined by dividing each hourly rate from the 1998-99 salary schedule by the 1998-99 G.C.E.A., B.A. minimum. The resulting index shall then be applied to the G.C.E.A., B.A. minimum for 1999-00 (adjusted for any additional work days that may be added to the G.C.E.A. work year) to establish the specific hourly rates for each G.C.C.M.T.F.S.A. position.

CHAPTER A.

GENERAL PROVISIONS

ARTICLE XI. -- GRIEVANCE PROCEDURES

A. Definitions

1.	Grievance	An alleged violation of the terms of this Agreement.
2.	Aggrieved Employee	The employee or employees making the claim.
3.	Employee	Includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4.	Party of Interest	An employee employed by the Board, or an appropriate administrator, or the Board, who might be required to take action, or against whom action might be taken in order to resolve a problem.
5.	Days	Shall mean regularly scheduled work days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the Parties. Both Parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of procedures.

C. Structure

1. The Association shall have an established Grievance Committee and the names of those individuals shall be made known to the Administration.

2. The building principal and Supervisor of Buildings and Grounds shall be the administrative representative when custodian grievances arise from that building. The Supervisor of Buildings and Grounds shall be the administrative representative when custodian grievances do not involve employees regularly assigned to a building.

3. The Director of Transportation shall be the administrative representative for bus driver grievances.

4. The Personnel Director or his/her designee shall be the administrative representative when cafeteria worker grievances arise.

D. Procedure:

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. The grievance shall be signed by the aggrieved employee(s), and shall specify the facts giving rise to the grievances, the Article and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation and remedy sought.

1. Level One

a. An employee with a concern which he/she identifies as a grievance shall discuss it with the appropriate administrative representative as specified in Section C of this Article, individually or together with his/her Association steward, within twenty (20) working days of the occurrence.

b. As soon as possible, but within twenty (20) working days from notification of the grievance, the administrative representative will render a verbal decision to all parties of interest.

c. In the event the aggrieved employee or the Association is not satisfied with the administrative representative's verbal decision, the grievance may be filed with the administrator. In this event, the grievance shall be filed in writing within ten (10) working days of the administrative representative's verbal decision on the grievance. The grievance shall specify the facts giving rise to the grievance, the Article and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought. Once a grievance is reduced to writing, it becomes the property of the Union. Only the Union may take a grievance to arbitration. The MEA Uniserve Director may write and file

grievances. Said grievances may be filed by fax without the signatures of individual grievants or local representatives so long as the appropriate administrator is notified in advance by telephone that such a grievance is being faxed. It is understood that the appropriate individual and local representative signatures shall be added to the form at Level Two A. of the grievance procedure.

d. Within ten (10) working days from receipt of the written grievance, the administrative representative shall submit his/their written decision with copies to the grievant and the Association Vice President.

2. Level Two

a. Within ten (10) working days of receipt of the administrative representative's written decision, the Grievance Committee shall determine whether or not to forward the grievance. If the Grievance Committee decides to forward a grievance at this level, it shall, within the same ten (10) working day period, process the written grievance to the Superintendent of Schools, or his/her designee, with copies to all parties of interest.

b. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent and his/her designee will hold a hearing where the parties of interest may present in person the facts pertaining to the grievance. Within ten (10) days, the Superintendent or his/her designee shall render his/her decision in writing.

3. Level Three

In the event the grievance is not resolved to the satisfaction of the Grievance Committee at Level Two, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceeding

any ground or to rely upon any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

The fees and expenses of the arbitrator shall be shared equally by the parties.

A request to utilize the arbitration machinery shall be submitted to the Board and the American Arbitration Association within twenty (20) working days of the Level Two-b decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another employee or legal counsel or a uniserve director; providing, however, that any employee may in no event be represented by an officer, agent or outside representative of any organization other than the Association.

2. Any individual employee at anytime may present complaints to his/her employer and have the complaint adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment. However, an individual does not have the right to take a grievance to arbitration. Only the Union may decide to take a grievance to arbitration.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.

2. No reprisals of any kind shall be taken by or against an employee participant in the grievance procedure for reason of such participation.

3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

4. The form for filing and processing grievances shall be attached to this agreement.

5. At any level of the grievance procedure when the Employer does not respond within the time limits prescribed, lack of response shall be considered a negative response to the grievance.

GARDEN CITY PUBLIC SCHOOLS

GARDEN CITY CUSTODIAL, MAINTENANCE TRANSPORTATION, AND FOOD SERVICE ASSOCIATION

Level One-c Grievance Form

(due within 4 work days of #7)

(1) Aggrieved Employee(s)_____ (2) Building(s) _____

_____ _____

VS.

(3) Administrator _____ (4) Building _____

(5) Date of **Occurrence** _____

(6) Date of **Level One-a discussion** _____
(within 20 work days of #5)

(7) Date of **Level One-b verbal decision** _____
(within 20 work days of # 6)

(8) Facts giving rise to this grievance _____

_____

_____

(9) Article(s) and Section(s) of Agreement allegedly violated _____

_____

_____

(10) Rationale as to why facts constitute a violation _____

_____

_____

(11) Remedy sought _____

_____

_____

(12) Signature of aggrieved employee(s) _____

_____
(if more space is needed, attach on 8 1/2 x 11 sheet)

(13) Received by: _____ (14) Date #_____

Original & copy to Grievance Committee Chairperson
Copy to Administrator indicated in (#3)
Copy to be retained by aggrieved employee(s)

#Process after this date:
- 4 work days Adm. written response due
- 10 workdays Grievance Comm. to Supt.
- 10 work days Supt. to hold hearing

CHAPTER A.
GENERAL PROVISIONS
ARTICLE XII. -- GROUP INSURANCE COVERAGE

Employee Life Insurance Coverage - North American Life

Life of Employee	$30,000
Accidental Death & Dismemberment	$30,000 (Schedule)

Dependent Life Insurance Coverage

Lives of dependent children 14 days to 19 years old (extended to 23 years if full-time college student)	$10,000 each child
Life of Spouse	$10,000

Hospitalization and Major Medical Insurance Coverage for Employees, Dependent Spouses and/or Dependent Children

Blue Cross/Blue Shield (4.0) "Four Point" Plan, Semi-private room, PREDETERMINATION

NOTE: This coverage applies to custodians; bus drivers; cooks; and bus aides who are scheduled for 26 hours per week or more during the 1989-90 school year and who continue to bid the highest number of hours available to them to the extent that the highest number of hours is less than 26.

Full-time members (members working at least 26 hours/week):

The Board shall establish and maintain a premium conversion cafeteria plan pursuant to section 125 of the Internal Revenue Code of 1986, as amended. the plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue Shield Hospitalization and Major Medical Insurance Plan because he or she has coverage under another health care plan. The plan shall permit an eligible member to elect to receive

$100 per month ($1,200 per year) additional taxable compensation in lieu of coverage under the District's plan. A member who elects additional compensation in lieu of coverage shall not be allowed to change that election until the next annual enrollment period under the District's plan unless such member has a "change in family circumstances" including but not limited to 1) You are married or divorced; 2) Your spouse or child dies; 3) You adopt a child or a child of your is born; 4) Your spouse begins or terminates employment, or is laid off or loses benefits or benefits are reduced or co--payment is increased; 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

During the term of this agreement, in the event that the Blue Cross/Blue Shield, lifetime health care insurance cap for teachers is extended beyond its current limit of $1 million, the same coverage modification shall be provided to G.C.C.M.T.F.S.A. members.

Employee Long Term Disability Insurance Coverage - CNA

Qualifying Period:

Accident - exhaustion of accumulated sick leave.

Sickness - seven (7) work days or the exhaustion of accumulated sick leave, whichever occurs last.

Workers' Compensation - after forty (40) weeks.

Benefit: First contract year - 66 2/3% of monthly rate of pay not to exceed a maximum of $2,000 per month, payable every month, including summer months, regardless of whether employee works ten months or twelve months. Monthly rate is determined by dividing annual salary by 12.

Thereafter - 66 2/3% of monthly salary not to exceed a maximum of $2,000 per month.

Maximum Benefit Period: Accident - Age 70
Sickness - Age 70

Type of Coverage: 24 hour

Integration with other income benefits:

1. Workers' Compensation
2. Michigan Public School Employees' Retirement Fund
3. Social Security - family
4. Any employer sponsored disability or retirement plan

Above Long Term Disability Insurance Coverage carrier to be determined by low bid process.

Dental Insurance Coverage: for Employees (includes bus aides who work 26 hours or more per week), Dependent Spouses and/or Dependent Children.

Blue Cross/Blue Shield or equivalent coverage excluding orthodontic benefit.

100% of Reasonable and Customary for routine dental care
80% of Reasonable and Customary for major care
$1,000 maximum benefit per year on both routine and major services

Vision Insurance Coverage: for Employees, Dependent Spouses, and/or Dependent Children - MESSA Policy #93

Effective July 1, 1980, the Board shall establish a group vision insurance program with the following annual benefits per employee, dependent spouse, or dependent child (each).

Benefits	Amount Covered*
Examination	100%
Regular Lens	100%
Bi-Focal	100%
Frames	100%
Tri-Focal	100%
Contact Lens	$40.00

*Of all reasonable and customary charges.

The Association and Administration shall work together to study different insurance carriers and policies to maximize the economic effect for both parties.

Notes:

1. Employees on approved leave may continue to carry the same coverage by paying the group rates. Payment to begin within 30 days after beginning of leave.

2. Widow or widower of employee may carry dependent life, hospitalization, and major medical coverage at group rate until remarriage.

3. Employees on layoff status may continue to carry the same coverage to the extent the specific benefits are available from the carrier, by paying the group rates. Payments to begin within thirty (30) days after placement on layoff status. Except that the Board will continue to pay premiums for employees on layoff status resulting from strikes or work stoppages by members of other bargaining groups.

4. Members who do not qualify for various insurance coverages at District expense may, at their own expense, purchase the coverage at group rates assuming coverage is available from the carrier.

5. The District will provide, at no cost to the employee, full benefits while an employee is on workers' compensation, LTD, or any other paid leave, so long as the employee is employed by the Garden City Public Schools.

   Specific coverages, exclusions, and eligibility shall be determined by provisions of policy plans.

CHAPTER A.
GENERAL PROVISIONS
ARTICLE XIII. -- LAYOFF

A. Seniority within established seniority groups (custodians, bus drivers and cafeteria workers) shall be the determining factor when it is necessary to reduce the number of employees. Employees shall be recalled for work according to seniority within seniority groups. Upon recall following a layoff, if the employee fails to return to work within three (3) days after receipt of a registered letter, return receipt requested, dispatched by the employer, he shall be removed from the seniority list and considered a quit. When it becomes necessary to reduce the work force, the Employer shall strive to notify the Association at least 60 working days before layoffs are made effective. Following thirty (30) working days, seniority rights are retroactive to the first day of regular and continuous employment for purposes of recall after layoff.

B. The employer shall maintain a current seniority list, a copy of which shall be given to the Association. When it becomes necessary to reduce the work force, employees shall be retained in the order of their seniority within seniority group to the end that the ability and efficiency of the employee, as determined by the employer, make such methods of layoff practical.

C. Employees will be laid off, or forced to bump down, in inverse order of seniority: That is, the employee with the least amount of seniority shall be laid off or relocated out of a particular promotional classification first.

Such employees shall bump temporarily into positions without loss of pay for one year or whenever they are returned to their position, which ever comes first. Group seniority (not seniority within the position) will be used to determine who will be bumped.

Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff/elimination of position shall have the right to bump into a position, within their seniority group, for which they are qualified, which is held by a less senior bargaining unit member. The final determination as to whether an employee is qualified for a particular position shall be made by the Superintendent or his/her designee.

When a determination is made that a particular position is to be reduced or eliminated, no person shall occupy that specific job for more than sixty (60) working days within the following twelve (12) months unless the position is re-established and bid according to the provisions of ARTICLE VIII.

D. Call-back from layoff will be in reverse order of layoff with employees of greatest seniority within their seniority group being called back first.

E. Employees on layoff status shall have preference for on-call work in order of greatest seniority. In no event shall new employees be hired by the District while there are laid off bargaining unit members who are qualified for a vacant or newly created position. For a period of one (1) year while an employee is on layoff status, the employee shall be paid at their regular rate when performing on-call assignments. Employees on layoff status, who work in an on-call capacity for a minimum of four (4) hours per day, fifteen (15) days per month, shall earn, and may use, sick time and vacation in accordance with other provisions of this agreement.

The District will not use part time or on-call workers when anyone, within appropriate seniority groups, is on layoff status, except as substitutes for employees who are sick, on vacation, personal leave time, STD/LTD or worker's compensation as provided for in other section of this agreement.

Upon receiving notice of layoff, employees may make an irrevocable decision to receive a monetary payout for unused leave and/or vacation days. In this event, the payment shall be the same as provided to employees who retire from the district. Employees who elect to receive this payout, shall begin accruing unused leave and vacation days on the same basis as any newly hired employee, should they be recalled at some later date.

F. Vacation, sick, personal, and compensatory days accumulated by an employee prior to layoff will be held in abeyance and may be used upon return from layoff status or upon employment in an on-call position after fifteen (15) consecutive days of on-call work. In the event that an employee does not complete fifteen (15) consecutive days within a year after layoff, he/she may request and receive fringe benefit payout for vacation, personal, and compensatory time.

CHAPTER A.
GENERAL PROVISIONS

ARTICLE XIV. -- EVALUATION

A. In the event the employer determines that it is desirable to evaluate any specific group of Association members (i.e. building custodians), all Association members within the same bargaining unit seniority group (custodians/maintenance only; bus drivers only; bus aides only; or food service personnel only) shall also be evaluated. Nothing in this contract shall be interpreted or construed to limit the District's right to identify and attempt to remedy specific deficiencies in individual employee performance exclusive of the evaluative process. No evaluation prepared by persons other than the employee's evaluator shall become part of the member's personnel file.

B. The evaluation process should provide constructive comments to inform employees of strengths/weaknesses in review of job performance. Identified weaknesses shall be in writing with remedies and timelines for improvement identified. This shall not be interpreted as a waiver of the Association's legal right to demand to bargain changes in working conditions.

C. Members shall be permitted to have Association representation in any evaluation interview upon his/her request.

D. The Association member may prepare a response to his/her evaluation which shall be incorporated therein and become a part of the evaluation.

E. The primary objective of the formal and informal evaluation is to improve the quality of work.

F. All observations of member performance shall be conducted openly.

G. All written evaluations must be signed by the evaluator. The member must sign and return the evaluation within five (5) days indicating that he has read it. The member may attach a written, signed statement to the evaluation.

H. Any member shall have the right upon request to review the local evaluation contents of his own personnel file. At the request of a member, the Association representative may accompany him at such a review.

I. Evaluations shall be conducted by the Director of Buildings & Grounds and the Executive Director, Classified Personnel for maintenance staff; building principal, Director of Buildings and Grounds, and the Executive Director, Classified Personnel for building custodians; and the immediate supervisor for all others, with input from the building administrator.

J. In the interest of securing optimal member performance, the evaluator, upon request by the member, will discuss his perceptions of the evaluation within ten (10) days of said request.

K. In evaluating employees, the employer shall utilize the evaluation form and/or a narrative document. In the event a narrative evaluation format is to be used, the evaluator shall notify the employee of the evaluation criteria at the start of the evaluation period.

CHAPTER A.

GENERAL PROVISIONS

ARTICLE XV. -- MISCELLANEOUS PROVISIONS

A. The employer shall provide a bulletin board at an appropriate place on all properties of the School District for use of the Association.

1. A printed Contract Agreement shall be provided to each bargaining unit member within thirty (30) work days following ratification by the parties.

B. The provisions of this Agreement shall be considered part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations, and practices not inconsistent with this contract. All new rules adopted by the employer affecting basic working conditions of employees covered under this Agreement shall be discussed and explained to the Association before taking effect. This shall not be interpreted as a waiver of the Association's legal right to demand to bargain changes in working conditions.

C. Nothing contained in this Agreement is intended to conflict with the statutes of the State of Michigan, or the laws of the United States, and any provision found herein to be contrary to said statutes or laws shall be of no effect.

D. Current benefits received by employees shall not be jeopardized during negotiation of this Agreement or upon signing thereof unless specifically covered by provisions contained herein.

E. It is agreed that the School District will not subcontract any work normally performed by members of the bargaining unit unless in cases (a) when bargaining unit employees do not have the necessary skills, or (b) when the School District does not have the necessary equipment, or (c) when subcontracting is justified by substantial considerations of economy or efficiency, or is required because of time schedules. In cases coming under sub-section (c), the School District agrees that it will discuss the matter with the bargaining unit before deciding whether or not to subcontract.

F. Entry level positions shall be exempt from posting provisions, but employees may notify the Personnel Office in writing of their interest in future new or

vacant entry-level Association positions and will be automatically considered as applied.

G. Earned sick leave, vacation, and personal business time shall not be lost when an employee transfers from one Association seniority group to another.

H. In the event that the schools are closed because of an act of God, or in the event of some other occurrence which leads the Administration to determine that there is no work for the custodians and food service workers on a regularly scheduled work day, the employees will receive full pay and benefits for that period as if they worked on that day. If the employee reports for work anyway, he/she shall receive compensatory time in the same amount of hours that they worked.

I. Any employee required to use his/her own private vehicle in the course of their employment will receive the established IRS rate of mileage reimbursement beginning in the 1994-95 school year. During the 1993-94 school year, the rate of reimbursement shall be $.22 per mile. Bus drivers shall not be required to use their private vehicles to transport students or other school personnel.

J. Custodians shall be entitled to two (2) ten-minute break periods per eight hour shift. Such break periods shall be taken at the work site and will not be taken in conjunction with lunch periods. A written log of break periods shall be maintained by the head custodian for each shift at each location. Such breaks are subject to administrative rescheduling.

K. This Agreement and established past practices shall constitute the full and complete commitment between both parties. Any party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.

L. If any provision of this Agreement or its application shall be found to be contrary to law, such provisions or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.

M. Members of the association, the bargaining unit, and the officers thereof, individually and collectively, share with the Administration and the Board the mutual responsibility of the total enforcement of this agreement.

N. Any case of assault upon an employee, by a non-employee resident, student or non-employee of the general public during the course of their employment, shall be promptly reported to the Administration. In such circumstances, or in the event an employee is required to testify on behalf of the Board in court as a result of his job, the Board will provide legal counsel to advise the employee of his rights and legal processes with respect to such matters.

O. The Board shall cover employees with employment liability insurance under the District's multi-peril policy. In any instance, the Association and individual members of the Association shall cooperate with the insurance carrier by providing testimony, depositions, and/or statements relative to the claim. Failure to do so by the Association or individual members of the Association shall nullify this section. Any information obtained solely through an employee's participation in this process, as required by the employer or the District's insurance carrier, shall not be used to discipline or discharge that employee.

P. It shall be the policy of the Garden City School District to reimburse an employee for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of $100.00 per item) if these items are damaged or broken because of a violent act by a member of the student body. The reimbursement request shall be presented to the business manager and must be accompanied with a recommendation by the building administrator or program administration with an invoice showing replacement or purchase of the item. Damaged or broken items shall become the property of the School District. This policy will not cover automobile damage, personal equipment damage or items that are stolen or allegedly stolen while on the school premises.

Q. A uniform allowance of $7.20 per week will be provided to the bus mechanics.

R. First aid supplies shall be maintained in reasonable locations in all facilities.

S. The Employer agrees that regular part-time employees (less than four (4) hours) will not be utilized to remove or reduce bargaining unit work or membership.

T. The District agrees to promptly advise potentially at-risk members, in accordance with law, of any student who has a serious communicable disease so that employees may take appropriate preventive action.

The Employer further agrees to provide, at no cost to the employee, equipment, vaccinations, etc., recommended by the Wayne County Department of Public Health in order to reasonably reduce the potential that employees may become infected.

U. The Employer reserves the right to require an employee to take a physical at the cost of the Employer, where the Employer has reasonable cause to believe performance of duties may cause harm to the employee or others at the work site, or where a physical or mental problem is believed to be impairing effective performance. This right may not be utilized in an arbitrary or capricious manner, but only where the Employer has a good faith reason to believe that there may be a problem. Should the employee disagree with the diagnosis, he may seek an opinion from a doctor of his choosing. Should the two opinions disagree, the two doctors may agree on a third, to be paid by the Employer. Where the perceived problem is one of a specific nature, the Employer will choose a doctor who would be considered to be knowledgeable in that field.

V. It is understood that those employees with OM certificates will work with asbestos only when it is part and parcel of their regular job, and that they will not deal with any task involving more than "one glove bag" of asbestos.

The parties agree that the district shall not require the OM employees to do work beyond small scale, short duration operations and maintenance activities. During the performance of this work, the Employer shall ensure that it has complied with any and all state or federal regulations, including applicable engineering controls and work practices.

The Employer agrees to provide a copy of the asbestos management plan to the Association.

When an employee believes that his/her health or safety may be jeopardized by exposure to asbestos, she/he has the right to contact the supervisor and a Union representative.

Should the Employer determine that it needs to provide OM training to more employees, these employees will be chosen in accordance with the contract provisions for filling vacancies. An otherwise qualified employee must first pass a physical requested and paid for by the Employer which states that the person can perform OM work and utilize the necessary equipment without endangering the safety of himself or others because of some pre-existing medical condition.

Employees agree to make a good faith effort to comply with all applicable rules and regulations for performing asbestos work, and to utilize equipment provided by the District.

Should the Board consider utilizing employees in the future for more extensive work, this provision will be renegotiated.

W. The employer may offer light duty (but is not required to do so) during the 40 week period when an employee on worker's compensation is in full pay status. An employee will receive the 40 week full pay only once for the same injury. Should an employee return to work before the 40 weeks are exhausted and re-injure himself/herself or be unable to successfully return to work, the 40 weeks will resume where they left off.

Where it is determined by the worker's compensation carrier that a permanently injured employee is unsuitable for retraining for another occupation, the employer may allow that employee to return on light duty.

The employer may offer light duty work to a temporarily injured employee beyond the 40 weeks at the appropriate contractually established rate of pay.

An employee who returns on light duty shall be examined at least three (3) times a year by qualified medical personnel of the district's choosing.

Nothing in the aforementioned shall be interpreted to require the employer to offer light duty work to injured employees.

X. One employee in a 3:00-11:00 p.m. position shall be identified as District Night Leader. In addition to existing p.m. responsibilities, the night leader's duties shall include acceptance of phone calls from p.m. custodial/maintenance personnel from all locations who find it necessary to leave their assigned worksite or who are experiencing an emergency situation. The District Night Leader will call the supervisor to advise him of emergencies or any other situation which requires a supervisor. This position shall be offered through the bid process and shall carry a premium rate of $.50 per hour. A log shall be maintained for the District Maintenance Supervisor indicating date, time, location, name and reason for call.

The above position shall not supervise or discipline employees or otherwise act as a supervisor under the Public Employees Relations Act (PERA).

Y. Beginning July 1, 1992, when openings occur for people to cover alarm calls, those opportunities shall be offered through the bid process and counted as Central overtime hours. Such Central overtime shall be added to building overtime for the purpose of equalizing overtime hours in a building.

Z. The District administration, in consultation with the Association, shall develop a pilot program for a 4 days per week, 10 hours per day, 1992 summer work schedule applicable to members of the Custodians' Unit and to the extent deemed reasonable and appropriate. At the conclusion of such 1992 pilot work schedule, District administrative representatives shall meet with the Association to review the effectiveness of the pilot program and determine plans, if any, to continue such scheduling in future summers.

CHAPTER A.
GENERAL PROVISIONS

ARTICLE XVI. -- PROBATIONARY EMPLOYEES

A. Each new regular employee, excluding on-call, substitute and temporary, shall satisfactorily complete a probationary period of ninety (90) working days during which dismissal shall not be subject to challenge. However, the new regular employee shall be entitled to all other benefits of this Agreement after the satisfactory completion of the first thirty (30) working days of this probationary period.

B. In any event, an employee shall not be eligible for payment for days off because of holidays or days off with pay unless he has successfully completed the first thirty (30) working days of his/her probationary period.

Definitions:

On-Call: Replacing someone on a daily basis through the personnel office.

Substitute: Replacing someone for a longer period of time but another employee is still entitled to the position.

Temporary: In addition to regularly assigned association members for a specified period of time not to exceed sixty (60) work days. (summer help or extraordinary emergency situation)

CHAPTER B.
CUSTODIAN PROVISIONS

ARTICLE XVII. -- HOURS OF WORK

A. The standard work day shall be eight (8) consecutive hours. During the school year, all custodians shall work eight (8) consecutive hours which will include a twenty (20) minute lunch break. Example: 3 p.m. to 11:00 p.m. custodians may not leave the building or the prescribed work area without special permission for each incident from the administrative assistant, general/maintenance-custodial supervisor. It is further understood that on non-scheduled school days, custodians assigned to days return to their regular eight (8) hour schedule plus a thirty (30) minute lunch break.

B. The standard work week shall be five (5) consecutive work days (Monday through Friday) and shall begin at 12:01 a.m. on Monday.

C. A custodian shall be paid time-and-one-half for all work approved and performed beyond the eight (8) hour standard work day, provided the eight (8) hour standard work day is actually worked. A custodian shall be paid time-and-one-half for all work approved and performed on Saturday, provided he is paid for his scheduled shifts on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above. A custodian shall be paid double time for all work approved and performed on Sunday, provided he is paid for his scheduled shifts on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above.

D. Whenever a custodian has been scheduled or notified to report for work and is sent home due to no fault of his own, he shall receive one-half of the scheduled pay for work scheduled, or be provided with some type of work of a reasonable similar nature for at least one-half (1/2) of his regularly scheduled hours.

E. Whenever a custodian, who for reasons beyond his control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at his regular hourly rate of pay.

F. Overtime within buildings shall be divided as evenly as possible among that building's custodians qualified to do the job. Any bargaining unit member transferred to another department or building shall be considered to have an average of the building unit members overtime hours and fall into the overtime rotation on that basis. Central overtime shall be included in making the building division. Overtime centrally shall be assigned by the supervisor of Buildings and Grounds to personnel qualified to do the job. All refusals for overtime shall be charged to the custodian in an attempt to divide overtime as evenly as possible among personnel qualified to do the job. Overtime reports shall be published every six (6) months.

G. Custodians shall be paid for hours worked and paid leave time as provided for in this Agreement only.

H. A custodian who works approved overtime as an extension of his regular shift shall be paid for time actually worked only. A custodian who is called in for emergency overtime shall receive a minimum of two (2) hours of overtime pay for such overtime during a twenty-four (24) hour period. A custodian who is scheduled for overtime, separate from an extension of his regular shift, shall be scheduled for at least four (4) hours.

I. Notwithstanding any other provision of this Agreement, a custodian assigned to twenty-four (24) hour, seven (7) day (beginning at 7:30 a.m. Monday and extending to 7:29 a.m. the following Monday) alarm call duty shall receive a minimum of fifteen (15) hours of straight time pay for such week of duty, provided that he takes all alarm calls during such week of duty. However, if his actual time worked on alarm calls during that week exceeds the fifteen (15) hours (such time figured at time-and-one-half for all time actually worked on alarm calls other than on Sunday or on a holiday - where it would be figured at double time) he shall be paid for time actually worked. If the custodian is not available to respond to an alarm call and it is necessary to call in an alternate employee, the call-in time for the alternate employee will be subtracted from the fifteen (15) hour minimum.

J. At least one custodian shall be present anytime a building is used for any function or activity which is open to the general public or for which the District charges a building rental fee.

CHAPTER B.
CUSTODIAN PROVISIONS
ARTICLE XVIII. -- LEAVES

A. A custodian will earn and accumulate one-and-one-twelfth (1 1/12) days of sick leave for each month in which the custodian is paid for the normal working days of that month. Sick days shall accumulate without limit. A custodian must be paid for three-fourths (3/4) of his working days during a calendar month to earn a sick day for that calendar month.

1. In calculating sick leave for regular employees:
   a. A bank of six-and-one-half (6 1/2) days per one-half (1/2) calendar year, beginning July 1 and January 1.

   b. A prorated bank for custodians in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.

   c. Members with a leave day balance of five (5) days or less shall provide at their own expense, medical or emergency documentation for each absence. Failure to provide said documentation to the Personnel Office immediately upon return to work shall result in a pay dock for the time away from work, loss of one (1) leave day from the then current leave day balance for each day of absence without medical emergency documentation, and a reduction of one (1) day from the leave day allocation for the next six month allocation period for each day of absence without medical or emergency documentation.

   d. Exhausting all allocated leave days and then being absent for a total of 2 days without medical or emergency documentation shall be considered just cause for discharge. The President of the Association and the member shall be notified in writing each time a member exhausts all allocated leave days, and will be advised that 2 more days absence without appropriate documentation as described above is just cause for discharge.

2. Sick Leave Limitation

CHAPTER B - CUSTODIAL PROVISIONS

	1999-2000	W/shift premium
CUSTODIAN:		
*Carpenter (General Construction)	22.25	
*Chief of Mechanical Maintenance	22.25	
*Mechanical Maintenance (Afternoon Leader)	21.82	21.92
*Mechanical Maintenance (Day)	21.82	
* Chief Mechanic	21.66	
*Maintenance (General Construction)	21.33	21.43
*Mechanic	21.24	
Mechanical Maintenance/General Maintenance	19.82	
Head Groundskeeper	19.71	
High School Head (Day)	19.71	
Warehouse Supplier	19.71	
Junior High School Head (Day)	19.22	
Elementary Head (Day)	18.29	
General Maintenance	18.29	
Senior or Junior High School Head (Afternoon)	18.29	18.39
Pool/Delivery Driver	18.29	
Administrative Service Center (Afternoon)	17.79	17.89
Elementary Head (Afternoon)	17.79	17.89
General Custodian or Security Guard/Custodian:		
2 or more years	17.51	17.61
1 - 2 years	16.74	16.84
0 - 1 year	15.50	15.60

* Rate includes $1.50/hr. asbestos training and approved physical

District Night Leader @ + $.50/hour

CHAPTER C
BUS DRIVER/BUS AIDE PROVISIONS
and

CAFETERIA

SALARY SCHEDULE
1999-2000

	1999/00
BUS DRIVER	
3 Years or more	$15.72
2 - 3 Years	$15.13
1 - 2 Years	$14.55
0 - 1 Year	$13.94
BUS AIDE	$11.91

	1999-00
CAFETERIA	
First Cook Manager	$15.33
Second Cook	$13.86
Third Cook	
2 Years or more	$13.11
1 - 2 Years	$12.71
0 - 1 Year	$11.78
Regular 4 Hour Cook-Helper	$11.84

a. Personal illness.

b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.

c. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons and sisters) and dependents living within the household.

B. 1. Custodians shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workers' Compensation, the Board will pay the difference between the employee's regular weekly salary and the amount he receives from the Workers' Compensation weekly benefit. Beginning with the 41st week, the custodian will receive only the Workers' Compensation check.

2. A custodian may return from a leave involving Workers' Compensation at any time he is medically certified to fully perform on the job. He shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to his old classification as soon as possible.

C. 1. A custodian who absents himself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.

2. A custodian who has exhausted accumulated sick leave may return within a period of two (2) months for each year of seniority with Garden City Schools or a minimum of one (1) year beyond the exhaustion. He shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to his old classification as soon as possible.

Positions will be held open for employees on disability leave or workers compensation for a period of two (2) years. During that two (2) year period of time, the position will be bid after the Administration receives

written notice that the employee will be out of work for a period of at least thirty (30) days, and the final open position will be filled by a part-time or on-call person. After two (2) years, the position will be permanently bid. In this event, the employee on disability leave or worker's comp. shall, upon their return, be assigned to a job as close as possible to his/her previously held position which may at that time be held by a less senior member until such time that the exact position previously held shall become vacant allowing his/her direct placement in that position.

3. A custodian who absents himself from the job for reason of personal illness beyond the period described in (2) above may be terminated.

D. Custodians are allowed three (3) days per full working year with the full pay as personal business leave.

1. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)

2. New custodians in the Garden City School System shall satisfy the initial probationary requirements at stated in ARTICLE II, Section B, before being eligible to receive salary due them for time missed due to personal business.

3. Personal business days shall be granted to the custodian when the request has been made to the supervisor of Buildings and Grounds, in writing, at least twenty-four (24) hours in advance after prior approval from building administrator. The granting of such requests will be in the order of receipt but approval shall not exceed two (2) requests per school day unless approved by the Superintendent or his designee. Personal business days may be rescheduled by the supervisor of Buildings and Grounds for operational needs of the School District.

4. Emergency personal business leave (without 24-hour notice) may be granted at the discretion of the Personnel Office.

5. Personal business days are not to be used at the beginning or the end of a vacation to extend vacations.

6. Regular work attendance is expected of each employee. Necessary absences are to be communicated to the Personnel Office as soon as possible in advance of the employee's shift starting time. Although an emergency may arise and a paydock situation occur, it is understood by both parties that paydock is not acceptable as an alternative to being at the assigned work place. Such emergencies shall require documentation upon return to work.

CHAPTER B.
CUSTODIAN PROVISIONS
ARTICLE XIX. -- VACATIONS

Vacations for custodians will be determined in accordance with the formula as follows:

1. A custodian of one (1) year or more of service shall be entitled to ten (10) vacation days.

2. A custodian of less than twelve (12) months of service shall be entitled to a vacation prorated on the basis of the number of weeks paid within that school year.

3. For a custodian, one (1) additional day of vacation shall be granted upon the completion of each additional year of regular, full-time employment, after the first four (4) years of regular, full-time employment.

4. In calculating earned vacation days for a custodian beyond the initial ten (10) days of vacation, the anniversary date of employment and total years of continuous regular service shall determine each additional earned day, and said additional day shall be added to the next regularly scheduled vacation period. A regular scheduled vacation period shall include the number of days that have been earned up to and including August 31.

5. A vacation day will be deducted from custodians for each twenty (20) days of absence from the job under paydock during a fiscal year, provided that the custodian has less than five (5) years of seniority. A vacation day will be deducted from a custodian for each forty (40) days of absence from the job under paydock during a fiscal year, provided that the custodian has between five (5) and ten (10) years of seniority.

6. Vacation pay may be taken in lieu of vacation days only if approved by the Superintendent or his designee.

7. Annually, all Custodial Unit employees shall submit to the supervisor of buildings and grounds, on a date to be decided, their request for an up to

two week vacation period. These requests will have the signature of the building administrator on them before reaching the supervisor. These requests will be placed on a vacation calendar by seniority. Following this procedure and for the remainder of the year, requests for vacations will be placed on the calendar on a first-come first-served basis. These requests must be made to the supervisor of buildings and grounds no later than (5) working days prior to the requested vacation leave. These requests must have the signature of the building administrator.

CHAPTER B - CUSTODIAL PROVISIONS
1992-93 SALARY SCHEDULE

POSITION	1992-93
CUSTODIAN:	
*Carpenter (General Construction)	$18.17
*Chief of Mechanical Maintenance	18.17
*Mechanical Maintenance (Afternoon Leader)	17.82
*Mechanical Maintenance (Day)	17.82
*Maintenance (General Construction)	17.43
*Mechanical Maintenance (Afternoon)	17.43
*Custodian - Unassigned	16.28
Chief Mechanic	16.23
Head Groundskeeper	15.89
High School Head (Day)	15.89
Mechanic	15.89
Warehouse Supplier	15.89
Junior High School Head (Day)	15.50
Elementary Head (Day)	14.75
General Maintenance	14.75
Senior or Junior High School Head (Afternoon)	14.75
Pool/Delivery Driver	14.75
Administrative Service Center (Afternoon)	14.35
Arts Center (Afternoon)	14.35
Elementary Head (Afternoon)	14.35
Head Security Guard/Custodian	14.35
General Custodian or Security Guard/Custodian:	
2 or more years	14.11
1 - 2 years	13.50
0 - 1 year	12.50

* Rate includes $1.50/hr. asbestos training and approved physical.

NOTE:
District Night Leader position carries a premium rate of $.50 per hour.

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

CHAPTER B - CUSTODIAL PROVISIONS
1993-94 SALARY SCHEDULE

POSITION	1993-94
CUSTODIAN:	
*Carpenter (General Construction)	$19.44
*Chief of Mechanical Maintenance	19.44
*Mechanical Maintenance (Afternoon Leader)	19.07
*Mechanical Maintenance (Day)	19.07
*Maintenance (General Construction)	18.65
*Mechanical Maintenance (Afternoon)	18.65
*Custodian - Unassigned	17.42
Chief Mechanic	17.37
Head Groundskeeper	17.00
High School Head (Day)	17.00
Mechanic	17.00
Warehouse Supplier	17.00
Junior High School Head (Day)	16.59
Elementary Head (Day)	15.78
General Maintenance	15.78
Senior or Junior High School Head (Afternoon)	15.78
Pool/Delivery Driver	15.78
Administrative Service Center (Afternoon)	15.35
Arts Center (Afternoon)	15.35
Elementary Head (Afternoon)	15.35
Head Security Guard/Custodian	15.35
General Custodian or Security Guard/Custodian:	
2 or more years	15.10
1 - 2 years	14.45
0 - 1 year	13.38

* Rate includes $1.50/hr. asbestos training and approved physical.

NOTE:
District Night Leader position carries a premium rate of $.50 per hour.

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

CHAPTER B - CUSTODIAL PROVISIONS
1994-95 SALARY SCHEDULE

POSITION	1994-95	
CUSTODIAN:		
*Carpenter (General Construction)	$20.03	
*Chief of Mechanical Maintenance	$20.03	
*Mechanical Maintenance (Afternoon Leader)	$19.64	$19.74
*Mechanical Maintenance (Day)	$19.64	
*Maintenance (General Construction)	$19.21	
*Mechanical Maintenance (Afternoon)	$19.21	$19.31
Chief Mechanic	$18.04	
Head Groundskeeper	$17.66	
High School Head (Day)	$17.66	
Mechanic	$17.66	
Warehouse Supplier	$17.66	
Junior High School Head (Day)	$17.23	
Elementary Head (Day)	$16.39	
General Maintenance	$16.39	
Senior or Junior High School Head (Afternoon)	$16.39	$16.49
Pool/Delivery Driver	$16.39	
Administrative Service Center (Afternoon)	$15.95	$16.05
Arts Center (Afternoon)	$15.95	$16.05
Elementary Head (Afternoon)	$15.95	$16.05
Head Security Guard/Custodian		
General Custodian or Security Guard/Custodian:		
2 or more years	$15.68	$15.78
1 - 2 years	$15.00	$15.10
0 - 1 year	$13.89	$13.99

* Rate includes $1.50/hr. asbestos training and approved physical

NOTE:
District Night Leader position carries a premium rate of $.50 per hour.

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

CHAPTER B - CUSTODIAL PROVISIONS
1995-96 SALARY SCHEDULE

POSITION	1995-96	
CUSTODIAN:		
*Carpenter (General Construction)	$20.59	
*Chief of Mechanical Maintenance	$20.59	
*Mechanical Maintenance (Afternoon Leader)	$20.19	$20.29
*Mechanical Maintenance (Day)	$20.19	
*Maintenance (General Construction)	$19.74	
*Mechanical Maintenance (Afternoon)	$19.74	$19.84
Chief Mechanic	$18.58	
Head Groundskeeper	$18.19	
High School Head (Day)	$18.19	
Mechanic	$18.19	
Warehouse Supplier	$18.19	
Junior High School Head (Day)	$17.75	
Elementary Head (Day)	$16.89	
General Maintenance	$16.89	
Senior or Junior High School Head (Afternoon)	$16.89	$16.99
Pool/Delivery Driver	$16.89	
Administrative Service Center (Afternoon)	$16.43	$16.53
Arts Center (Afternoon)	$16.43	$16.53
Elementary Head (Afternoon)	$16.43	$16.53
Head Security Guard/Custodian	$16.43	
General Custodian or Security Guard/Custodian:		
2 or more years	$16.16	$16.26
1 - 2 years	$15.46	$15.56
0 - 1 year	$14.31	$14.41

* Rate includes $1.50/hr. asbestos training and approved physical

NOTE:
District Night Leader position carries a premium rate of $.50 per hour.

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

Effective July 1, 1995, the position of "Arts Center" custodian shall be eliminated and from that date forward, the performing arts center shall be considered to be the responsibility of the high school general custodial staff. However, the individual currently assigned to that position shall continue to receive the established higher rate of pay until that individual bids to another position or for a period of two (2) years (June 30, 1997) whichever occurs first. Immediately upon the position becoming vacant, but not later than June 30, 1997, the position shall revert to that of a general custodian and shall be compensated accordingly..

In the event the position of "Arts Center" custodian is re-instated in the bargaining unit, the pay rate will revert to the higher level as it appeared during the 1994-95 school year.

CHAPTER C.
BUS DRIVER/BUS AIDE PROVISIONS
ARTICLE XX. -- HOURS OF WORK

A. The standard work day for bus drivers and bus aides shall not be more than eight (8) consecutive hours, in any twenty-four (24) hour period.

B. The standard work week for bus drivers and bus aides shall be not more than five (5) consecutive days in any seven (7) day period. The work week shall begin at 12:01 a.m. on Monday.

C. A bus driver or bus aide shall be paid time-and-one-half for all work beyond eight (8) hours during a twenty-four (24) hour period and for work performed on Saturday, provided that he or she is paid for his or her regular runs on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above. A bus driver or bus aide shall be paid double time for all work performed on Sunday, provided that he or she is paid for his or her regular runs on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above.

D. 1. Whenever a bus driver or bus aide has been scheduled and reports for a field trip and is sent home due to no fault of his/her own, he/she shall receive one-half (1/2) of his/her scheduled field trip hours.

2. If a temporary change is made in a normal day's driving (i.e., out-of-district schools out of session, parochial schools out of session, etc.), that driver or aide shall be offered the opportunity to work his/her regular hourly schedule and shall be assigned duties traditionally performed by bus drivers or aides respectively as assigned by the supervisor. Drivers and aides may refuse the assigned work to complete all or a portion of their schedule only by utilizing earned vacation time and/or accepting voluntary paydock (while it is recognized paydock is not normally an acceptable alternative to being at work, in the situation described above voluntary paydock shall be permissible). Field trips will not be utilized to fill in the time.

E. Whenever a bus driver or aide, who for reasons beyond his/her control, is caused to wait for work because of lack of tools, materials, etc., such waiting shall be paid for at his/her regular hourly rate of pay.

F. 1. At the beginning of the school year, the beginning of summer vacation, the fourth Wednesday in October, bus runs will be posted and then filled on a seniority basis, the most senior driver having the first choice, and other drivers taking their turns in order of decreasing seniority until all runs are filled. In the event that runs have to be increased in weekly hours worked, the increase(s) will be added to the runs with the highest number of hours, but which are less than forty hours per week. All runs posted will be a minimum number of signed hours. Signed proxy bids given to the steward shall be accepted for all bid days. The district will pay one (l) hour to each driver who attends the August or October bid meetings.

a. If a driver or bus aide is absent for more than ten (10) days due to illness or workers' compensation, the vacant run will be posted and re-bid. Upon return of the absent driver or aide, all drivers will return to their original runs prior to the re-bid.

b. If it is known that the absence of a bus driver or bus aide will last longer than ten (10) days, the position will be bid within three (3) days of the employer's knowledge of the prolonged absence.

2. When a driver or bus aide chooses a schedule, as listed in (1) above, that driver or aide will fulfill the duties of that particular schedule until the schedules are re-posted and re-bid. Exchange of schedules are prohibited unless a written request, signed by all parties involved, is submitted to the Director of Transportation and he approves said exchanges.

3. Bus runs driven over and above the regularly assigned (day by day) schedules, shall be assigned on the basis of individual driver or bus aide seniority.

a. All refusals, for any reason whatsoever, except when offered with less than twenty-four (24) hours notice, or when the driver or bus

aide is off on workers' compensation, will be charged against the total overtime hours when balancing hours.

b. All extra and/or overtime shall be divided as evenly as possible among all available regularly employed drivers or bus aides. Regular drivers or bus aides will not be considered unavailable if they are on a scheduled run or waiting to complete a run. Members who are unavailable for extra work and/or overtime because they are currently on worker's compensation shall not be charged in rotation. Members who are unavailable for extra work and/or overtime as a result of being on medical leave, however, shall be charged in rotation.

c. Overtime reports will be posted weekly throughout the normal school year.

4. Any run which begins after the August bid dates but before Garden City's start date will be driven by the bid driver or bus aide.

Regular bid routes which exceed the regular school year, (e.g. extended year special education routes) are not considered summer routes, and cannot be bid as summer work.

Bus drivers who do not work during the summer will be asked to fill summer field trips before drivers with summer routes. Bus drivers, who fill summer custodial positions, are prohibited from filling summer field trips except with the approval of management in extenuating circumstances.

G. Bus drivers and bus aides shall be paid for hours worked only, plus earned: Holidays, days off with pay, approved personal business leave, approved vacation leave, accumulated sick leave days within the limitations of this Agreement, and compensatory days.

H. Drivers or bus aides will be paid for the following categories of driving and related activities only:

1. All daily scheduled runs
2. All field trips, athletic trips, etc.
3. All special runs
4. Waiting time, if authorized
5. Gas-up time, if required to remain with the bus
6. Report filing, notification of mechanic
7. While remaining with bus during a breakdown or similar emergency.

I. Bus driver and bus aide waiting time approved by the Director of Transportation will be paid. Waiting time between runs, one hour or less, will be paid for at the regular rate.

J. A driver or aide shall be paid a minimum of two (2) hours report time for appearing for work anytime Saturday or Sunday or any field trip assigned during the evening hours not connected with his/her run.

K. No driver or aide shall be assigned less than one (1) consecutive hour of time.

L. All bus driver and bus aide runs that leave after 6:00 p.m. in the evening will be made wait.

M. If a driver or aide is assigned to an early dismissal, and it is related to his/her run, he/she will charge the total hours worked that day, but not less than the total run hours.

N. If a driver or aide is assigned to an early dismissal that is not part of his/her run, he/she will be paid one hour minimum. Should the additional assignment take him/her into layover time (one hour or less to start-up time), he/she will be paid the layover.

O. The bus drivers, through the Association, shall select three (3) bus drivers who shall meet during the formation of the bus schedule for the purpose of observing and advising such formation, in order to promote the most efficient scheduling of bus runs.

P. Bus aides shall not work as sub bus drivers during times when they are regularly scheduled to perform duties of a bus aide.

Q. Aides will not be paid to bid, but will bid together at the office. Proxies will be accepted.

R. Aides will begin and end all runs at the transportation office.

S. In the event a regularly scheduled bus run is reduced more than ten minutes (10) as a result of a permanent change in the run and the reduction of hours creates a situation such that a less senior driver or bus aide has more time than the more senior driver or bus aide who has been reduced, all runs occupied by drivers or bus aides less senior than the reduced driver or bus aides shall be re-bid within a 48 hour period. During said 48 hour period, the district shall continue to pay the reduced driver or bus aide her previous time.

CHAPTER C.
BUS DRIVER/BUS AIDE PROVISIONS

ARTICLE XXI. -- LEAVES

A. A regularly employed bus driver or bus aide will earn and accumulate one-and-one-tenth (1 1/10) days of sick leave (prorated to her normal pay) for each month in which the bus driver or bus aide is paid for the normal working days of that month (September through June). Sick days shall accumulate without limit. A bus driver or bus aide must be paid for three-fourths (3/4) of his/her workings days during a calendar month to earn a sick day for that calendar month.

1. In calculating sick leave for regularly employed bus drivers or bus aides:

   a. A bank of five-and-one-half (5 1/2) days per semester beginning the official reporting date and the first day of the second semester.

   b. A bus driver or bus aide working the summer session will accumulate one (1) additional sick leave day for each 15 days paid on scheduled runs. Every driver or aide who is available for field trips and works eighty (80) hours will receive one (1) additional sick day.

   c. A prorated bank for bus drivers or bus aides in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.

2. Sick leave limitations:
   a. Personal illness

   b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.

   c. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons and sisters) and dependents living within the household.

B. 1. A bus driver or bus aide shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workers' Compensation, the Board will pay the difference between the employee's regular weekly salary and the amount he receives from the Workers' Compensation weekly benefit. Beginning with the 41st week, the bus driver or bus aide will receive only the Workers' Compensation check.

2. A bus driver or bus aide may return from a leave involving Workers' Compensation at any time she is medically certified to fully perform on the job.

C. 1. A bus driver or bus aide who absents herself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.

2. A bus driver or bus aide who has exhausted accumulated sick leave may return within a period of two (2) months for each year of seniority with Garden City Schools or a minimum of one (1) year beyond the exhaustion.

3. A bus driver or bus aide who absents herself from the job for reason of personal illness beyond the period described in (2) above may be terminated.

D. Bus drivers or bus aides are allowed three (3) days per full working year with full pay as personal business leave.

1. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)

2. New bus drivers or bus aides in the Garden City School System shall satisfy the initial probationary requirements as stated in ARTICLE II, Section B, before being eligible to receive salary due them for time missed due to personal business.

3. Personal business days shall be granted to the bus driver or bus aide when the request has been made to the Director of Transportation, in

writing, at least twenty-four (24) hours in advance. The granting of such requests will be in the order of receipt but approval shall not exceed five (5) requests per month unless approved by the Superintendent or his designee. Personal business days may be rescheduled by the supervisors of Buildings and Grounds for operational needs of the School District.

4. Emergency personal business leave (without 24-hour notice) may be granted at the discretion of the Personnel Office.

5. The day before or after a holiday or vacation period when school is in session may be granted for good cause only at the discretion of the Superintendent or his designee upon presentation of request in advance.

6. Regular work attendance is expected of each employee. Necessary absences are to be communicated to the Transportation Office or the Personnel Office as soon as possible in advance of the employee's shift starting time.

E. Paydock is an unacceptable alternative to regular attendance at work. Therefore, an employee who is on paydock on more than two (2) occasions in lieu of attendance on regularly scheduled work days, in any twelve (12) month period, may be discharged. Consecutive days of paydock shall be considered one occasion except as provided for in ARTICLE XX., Section D.2. of this agreement.

CHAPTER C.
BUS DRIVER/BUS AIDE PROVISIONS

ARTICLE XXII. -- VACATIONS

A. Vacations for bus drivers and bus aides will be determined in accordance with the formula as follows:

1. All regularly employed bus drivers and bus aides of one (1) or more years of regular service shall be entitled to six (6) paid vacation days to be taken during the subsequent school year.

2. All regularly employed bus drivers and bus aides shall be entitled to one (1) additional paid vacation day for each two (2) years of service.

3. A bus driver or bus aide may accumulate one (1) additional vacation day by virtue of working 15 days paid on scheduled runs, or by working eighty (80) field trip hours during the summer. No fractional days will be computed.

B. Vacation time is conditional upon review and approval by the immediate supervisor, and is to be taken during the year on days when students are not scheduled to be in the buildings. Consideration will be given to individual vacation requests for other times, and may be granted at the discretion of the immediate supervisor.

C. Vacation pay shall be at the bus driver's or bus aide's regular rate of pay and prorated according to the number of regular hours worked.

D.. Any driver or bus aide who has completed fifteen (15) years of service will be awarded three (3) additional vacation days as of July 1 of the year in which they complete the fifteenth (15) year.

CHAPTER C.
BUS DRIVER/BUS AIDE PROVISIONS
ARTICLE XXIII. – MISCELLANEOUS

A. The District agrees to reimburse any bus driver or mechanic who must have a commercial driver's license (which excludes the cost of the basic license), and for the cost of physicals needed to perform her/his job, and for the time used to take the road test, or to get the physicals, and to take other tests as required. Tests and physicals will be scheduled during the work day to the degree possible.

B. Drivers are required to maintain necessary licenses, endorsements and certificates as determined by the State of Michigan. Failure to do so shall subject the driver to immediate suspension without pay. Drivers suspended from work as a result of their not possessing a valid license, endorsements, and/or certificate shall be returned to work upon providing documentation to the District that they possess the licenses, endorsements, and certificates as required by the State to perform their duties as a bus driver.

C. The District agrees to provide, before December 22, 1989, a seminar at a time when all bus drivers are not working and may attend which will cover the material on the new State mandated tests to the degree that it is known. Drivers shall be compensated for attending the above referenced seminar.

Drivers are encouraged to take the test as soon as possible before their birthday to minimize the possibility that they would be without a license, endorsement or certificate.

. The District agrees to pay all costs only the first two times the driver takes the new test. Thereafter, the District will pay all costs specified above only for one renewal test each four (4) years.

D. The District shall identify a driving position that incorporates two (2) daily hours of unscheduled, driver-related responsibilities with up to six (6) daily hours of regularly scheduled driving responsibilities. The non-scheduled hours responsibilities shall include but not be limited to:

1. Receive bus driver's absentee calls.
2. Obtain substitute driver coverage.

3. Assist with new driver orientation.
4. Advisement on route information (ARTICLE XX, Sec. O).
5. Substitute driving.

E. The District recognizes that there are periodic in-service training needs and will take steps necessary to identify such needs and schedule training as deemed necessary and appropriate. To the extent possible, the District will attempt to utilize the January semester break as a date, totally or partially, for bus driver and bus aide training.

CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS
1992-93 SALARY SCHEDULE

POSITION	1992-93
BUS DRIVER:	
0 - 1 year	$11.23
1 - 2 years	11.73
2 - 3 years	12.20
3 years or more	12.67
BUS AIDE:	$ 9.60

CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS
1993-94 SALARY SCHEDULE

POSITION	1993-94
BUS DRIVER:	
0 - 1 year	$12.01
1 - 2 years	12.55
2 - 3 years	13.05
3 years or more	13.56
BUS AIDE:	$ 10.27

CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS
1994-95 SALARY SCHEDULE

POSITION	1994-95
BUS DRIVER:	
0 - 1 year	$12.48
1 - 2 years	13.04
2 - 3 years	13.56
3 years or more	14.08
BUS AIDE:	$ 10.67

CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS
1995-96 SALARY SCHEDULE

POSITION	1995-96
BUS DRIVER:	
0 - 1 year	$12.86
1 - 2 years	13.43
2 - 3 years	13.97
3 years or more	14.51
BUS AIDE:	$ 10.99

CHAPTER D.

CAFETERIA WORKER PROVISIONS

ARTICLE XXIV. -- HOURS OF WORK

A. The standard work day shall not be more than seven (7) consecutive hours in any twenty-four (24) hour period.

B. The standard work week shall not be more than five (5) consecutive days in any seven (7) day period. The work week shall begin at 12:01 a.m. on Monday.

C. Cafeteria workers will be paid time-and-one-half on the following basis:

1. In excess of thirty-five (35) paid hours per week for non-school related functions. (In excess of twenty (20) paid hours per week if cafeteria worker is less than a thirty-five (35) hour employee, for non-school related functions.)

2. In excess of forty (40) paid hours per week for school related functions.

3. For all hours worked at an all-night party.

D. Whenever a cafeteria worker has been scheduled or notified to report for work and is sent home due to no fault of her own, she shall receive one-half (1/2) of her scheduled pay or be provided with some type of work of a reasonable similar nature for at least one-half (1/2) of her regularly scheduled hours.

E. Whenever a cafeteria worker, who for reasons beyond her control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at her regular hourly rate of pay.

F. Overtime shall be divided as evenly as possible among available cafeteria workers qualified to do the job.

Except in an emergency situation, overtime will be worked by cafeteria workers normally assigned to that specific kitchen. All refusals for overtime shall be charged to the woman in the attempt to divide evenly said overtime.

G. Cafeteria managers shall fill absentee hours of full-time workers by utilizing part-time cafeteria workers permanently assigned to her kitchen. On-call cafeteria workers may be called in to cover the balance of the absenteeism.

H. All cafeteria workers shall be paid for days worked only, plus earned: Holidays, days off with pay, approved personal business leave, accumulated sick leave within the limitations of this Agreement, and compensatory days.

I. All full time cafeteria workers will have a twenty (20) minute lunch period included in their normal work schedule.

J. Major kitchen equipment, other than that used for refrigeration or heating of already prepared foods, will not be used unless a cafeteria worker is present.

K. The Board will pay the cost of securing food handler's cards for all regularly employed cafeteria workers.

L. Cooks will be provided the option to work their normal schedule on days when they would otherwise not be scheduled to work due to school inservice activities.

CHAPTER D.
CAFETERIA WORKER PROVISIONS
ARTICLE XXV. -- LEAVES

A. A cafeteria worker will earn and accumulate one and one-tenth (1 1/10) day of sick leave (prorated to her normal pay) for each month in which the cafeteria worker is paid for the normal working days of that month (September through June). Sick days shall accumulate without limit. A cafeteria worker must be paid for three-fourths (3/4) of her working days during a calendar month to earn a sick day for that calendar month.

1. In calculating sick leave for cafeteria workers:
   a. A bank of five-and-one-half (5 1/2) days per semester beginning the official reporting date and the first day of the second semester.

   b. A prorated bank for cafeteria workers in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.

2. Sick leave limitations
   a. Personal illness

   b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.

   c. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons, and sisters) and dependents living within the household.

3. Regular work attendance is expected of each employee. Necessary absences are to be communicated to the appropriate food service office as soon as possible in advance of the employee's shift starting time. Although an emergency may arise and a paydock situation occur, it is understood by both parties that paydock is not acceptable as an alternative to being at the assigned work place. Such emergencies shall require documentation upon return to work.

B. 1. Cafeteria workers shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workers' Compensation, the Board will pay the difference between the employee's regular weekly salary and the amount he receives from the Workers' Compensation weekly benefit. Beginning with the 41st week, the cafeteria worker will receive only the Workers' Compensation check.

2. A cafeteria worker may return from a leave involving Workers' Compensation at any time she is medically certified to fully perform on the job. She shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to her old classification as soon as possible.

C. 1. A cafeteria worker who absents herself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.

2. A cafeteria worker who has exhausted accumulated sick leave may return within a period of two (2) months for each year of seniority with Garden City Schools or a minimum of one (1) year beyond the exhaustion. She shall be assigned to some available job and shall be paid at the rate of that available job.

3. A cafeteria worker who absents herself from the job for reason of personal illness beyond the period described in (2) above may be terminated.

D. Cafeteria workers are allowed three (3) days per full working year with full pay as personal business leave.

1. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)

2. New cafeteria workers in the Garden City School System shall satisfy the initial probationary requirements as stated in ARTICLE II, Section B, before being eligible to receive salary due them for time missed due to personal business.

3. Personal business days shall be granted to the cafeteria worker when the request has been made to the Executive Director of Classified Personnel, in writing, at least twenty-four (24) hours in advance. The granting of such requests will be in order of receipt but approval shall not exceed five (5) requests per month unless approved by the Superintendent or his designee.

4. Emergency personal business leave (without 24-hour notice) may be granted at the discretion of the Personnel Office.

5 The day before or after a holiday or vacation period when school is in session may be granted for good cause only at the discretion of the Superintendent or his designee upon presentation of request in advance.

C. Paydock is an unacceptable alternative to regular attendance at work. Therefore, an employee who is on paydock on more than two (2) occasions in lieu of attendance on regularly scheduled work days, in any twelve (12) month period, may be discharged. Consecutive days of paydock shall be considered one occasion.

CHAPTER D.
CAFETERIA WORKER PROVISIONS

ARTICLE XXVI. -- VACATIONS

A. Vacations for cafeteria workers will be determined in accordance with the formula as follows:

1. All regularly employed cafeteria workers of one (1) or more years of regular service shall be entitled to six (6) paid vacation days to be taken during the subsequent school year.

2. All regularly employed cafeteria workers shall be entitled to one (1) additional paid vacation day for each two (2) years of service.

B. Vacation time is conditional upon review and approval by the immediate supervisor, and is to be taken during the year on days when students are not scheduled to be in the buildings (to the degree possible).

C. Vacation pay shall be at the cafeteria worker's regular rate of pay and prorated according to the number of regular hours worked.

CHAPTER D - CAFETERIA WORKER PROVISIONS
1992-93 SALARY SCHEDULE

POSITION	1992-93
CAFETERIA:	
First Cook Manager	$12.36
Second Cook	11.17
Third Cook	
0 - 1 year	9.49
1 - 2 years	9.96
2 years or more	10.58
Regular 4 Hour Cook-Helper	9.54

CHAPTER D - CAFETERIA WORKER PROVISIONS
1993-94 SALARY SCHEDULE

POSITION	1993-94
CAFETERIA:	
First Cook Manager	$13.23
Second Cook	11.95
Third Cook	
0 - 1 year	10.15
1 - 2 years	10.66
2 years or more	11.32
Regular 4 Hour Cook-Helper	10.21

CHAPTER D - CAFETERIA WORKER PROVISIONS
1994-95 SALARY SCHEDULE

POSITION	1994-95
CAFETERIA:	
First Cook Manager	$13.74
Second Cook	12.42
Third Cook	
0 - 1 year	10.55
1 - 2 years	11.07
2 years or more	11.76
Regular 4 Hour Cook-Helper	10.60

CHAPTER D - CAFETERIA WORKER PROVISIONS
1995-96 SALARY SCHEDULE

POSITION	1995-96
CAFETERIA:	
First Cook Manager	$14.15
Second Cook	12.79
Third Cook	
0 - 1 year	10.87
1 - 2 years	11.40
2 years or more	12.11
Regular 4 Hour Cook-Helper	10.92

GARDEN CITY SCHOOL DISTRICT
SECTION 125 Plan

1. Full-time members (members working at least 26 hours/week)

The Board shall establish and maintain a premium conversion cafeteria plan pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue Shield Hospitalization and Major Medical Insurance Plan because he or she has coverage under another health care plan. The plan shall permit an eligible member to elect to receive $100 per month ($1,200 per year) additional taxable compensation in lieu of coverage under the District's plan.

A member who elects additional compensation in lieu of coverage shall not be allowed to change that election until the next annual enrollment period under the District's plan unless such member has a "change in family circumstances" including but not limited to:

1) You are married or divorced
2) Your spouse or child dies
3) You adopt a child or a child of yours is born
4) Your spouse begins or terminates employment, or is laid off, or loses benefits, or benefits are reduced, or co-payment is increased
5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

GARDEN CITY SCHOOL DISTRICT

SECTION 125 Plan

and

ELECTION FORM

(Full-time Members)

If you are eligible to be covered under the District's health care plan as of October 1, 19__, and if you have health care coverage from another source, you may elect to waive coverage under the District's health care plan for the 19__-19__ plan year (10-1-__ through 9-30__) and, instead, to receive a cash payment equal to $1,200 ($100 a month). This cash payment will be taxable and will be in addition to your regular compensation fro the District. Participation in this flexible benefits program is subject to the following terms and conditions:

1. Your election to receive health care coverage for the 19__-919__ plan year is irrevocable unless you have a change in family status (see attached page for examples of change in family status). If you have a change in family status and subsequently elect the cash payment, you will begin to receive your monthly payment ($100) for the month following your new election. Absent a change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.

2. Your election to receive the cash payment also is irrevocable for the entire 19__-19__ plan year unless you have a change in family status. If you have a change in family status and subsequently re-enroll in the District's health care plan, your coverage will be effective on the first day of the month following re-enrollment. Absent another change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.

3. If you elect the cash payment, you will receive your payments in $100 monthly installments.

4. You will not be permitted to elect the cash payment in lieu of health care coverage unless you can represent to the District that you have health care coverage from another source and you identify that source.

5. Subject to existing collective bargaining agreements, the District reserves the right to modify or terminate the program prospectively, that is, with respect to future years only. The District shall have the authority to construe and interpret the terms of this program and shall decide all questions of eligibility and shall determine the amount, manner and timing of payments under the program.

EXAMPLES OF CHANGES IN FAMILY STATUS (including but not limited to):

1) You are married or divorced
2) Your spouse or child dies
3) You adopt a child or a child of yours is born
4) Your spouse begins or terminates employment, or is laid off, or loses benefits, or benefits are reduced, or co-payment is increased
5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

19-__-19__ ELECTION FORM

I wish to continue my current health care coverage under the District's plan with no change for the 19__-19__ plan year.

I have health coverage under the _____Plan, and I wish to waive coverage for the 19__-19__ plan year and to receive, instead, a cash payment of $1,200 paid in monthly $100 installments.

I have read and understand the foregoing explanation of the Section 125 program offered by the District and I understand that my election above is irrevocable for the 19__-19__ plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of health care coverage unless I have alternate coverage (which I have indicated above).

Date:_____ Employee:_____

(Optional)
Date:_____ _____

Employee's Spouse, if applicable (to be obtained only if the employee elects the cash payment)

DURATION OF AGREEMENT

This agreement shall be effective July 1, 1992 and shall continue in effect until June 30, 2000.

GARDEN CITY BOARD OF EDUCATION

By:_____
President

By:_____
Secretary

By:_____
Chief Negotiator

GARDEN CITY CUSTODIAL, MAINTENANCE, TRANSPORTATION and FOOD SERVICE ASSOCIATION

By:_____
President

By:_____
Secretary

By:_____
Chief Negotiator