

June 30, 1971

Cherry Hill School District

AN AGREEMENT
BETWEEN
THE CHERRY HILL BOARD OF EDUCATION
AND
THE CUSTODIAL AND CAFETERIA EMPLOYEES' UNION LOCAL #1715 AFSCME
FOR THE
SCHOOL YEARS 1969-1972

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Michigan State University

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AGREEMENT

This Agreement entered into on this First day of July 1968 between the Cherry Hill School District (hereinafter referred to as the District), and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate Local Union No. 1715 (hereinafter referred to as the "UNION")

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the community.

To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION.

Section I. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Cherry Hill School District included in the bargaining units described below.

Section II. All non-teaching employees, excluding noon monitors, working less than 40 hours per month, school nurse, psychologist, diagnostician, cafeteria manager, crossing guards, secretarial and clerical and supervisors, as defined in the Act.

ARTICLE II AID TO OTHER UNIONS

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III UNION SECURITY

Section I. Requirement of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

ARTICLE III - UNION SECURITY - SECTION I. (Continued)

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the tenth (10) day after the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the ninetieth (90th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee -- (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

(f) The Board shall be notified in writing by the Union of any members who are sixty (60) days in arrears in the payment of membership dues.

ARTICLE IV
UNION DUES AND INITIATION FEES

Section I. Payment by Check-Off or Direct to Union

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Union.

Section II. Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form:

ARTICLE IV - UNION DUES AND INITIATION FEES - Section II (continued)

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____

TO: _____

Effective _____ I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union No. _____ and effective the same date to deduct from my earnings each _____ (payroll period) a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of _____

Union Name and Number

of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me upon thirty (30) days written notice to the District and the Union in advance or upon termination of my employment.

This space reserved for additional information when required.

Employee's Signature

Street Address

City and State

Check-Off Notice to All Employees of the Bargaining Unit: "The Agreement between the District and the Union and this Local Union requires all employees of the bargaining unit to become members of the Union to the extent of tendering any initiation fee and monthly membership dues, as set forth in the Agreement.

"Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement must become members within ten (10) days after the ninetieth (90th) day following the beginning of employment in the bargaining unit. All employees are required to remain members of the Union for the duration of the Agreement.

"Employees may have their initiation fee and monthly membership dues deducted from their earnings by signing this 'Authorization for Check-Off of Dues' form, or they may pay dues directly to the Union. Employees on Check-Off may have the Check-Off cancelled as provided in the Agreement and pay dues directly to the Union, however, they must remain members of the Union for the duration of the Agreement."

ARTICLE IV- CHECK-OFF FORM UNION DUES (Continued)

Section III. Deductions

Deduction shall be made only in accordance with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

Section IV. Delivery of Executed Authorization of Check-Off Form.

A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

Section V. When Deductions Begin.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms become effective at the time the application is tendered to the Board and shall be deducted from the second (2nd) pay of the month and each month thereafter.

Section VI. Delivery of Additional Check-Off Forms.

The Union will provide to the District any additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.

Section VII. Refunds.

In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

Section VIII. Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union, each month, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made.

Section IX. Termination of Check-Off.

(a) An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Unit will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

ARTICLE IV - UNION DUES AND INITIATION FEES (Continued)

Section IX. Termination of Check-Off. (continued)

(b) Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days written notice to the Board and the Union.

Section X. Disputes Concerning Check-Off.

Any dispute between the Union and the Board which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the District. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board, whose unanimous decision shall be final and binding on the employee, the Union and the Board. Until the matter is disposed of, no further deductions shall be made.

Section XI. Limit of District's Liability.

(a) The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

(b) The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the District for the purpose of complying with Article IV of this Agreement.

Section XII. List of Members Paying Dues Directly.

The Local Union will furnish the Board, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the Local Union. Thereafter the Union will furnish the Board with a monthly list of any changes.

Section 13. Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Board and a representative of the Local Union, and if not resolved may be decided at the Appeal Board step of the grievance procedure. However, the Employee may be retained at work while the dispute is being resolved.

ARTICLE V.

REPRESENTATION

NUMBER OF REPRESENTATION UNITS

Section I. The number of representation units in the District shall be custodial and cafeteria, unless the number is increased or decreased by agreement between the Board and the Union. The Board and the Union may redistrict the unit from time to time by agreement.

ARTICLE V - REPRESENTATION - NUMBER OF REPRESENTATION UNITS (continued)

Section II. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

ARTICLE VI.

STEWARDS AND ALTERNATE STEWARDS

Section I. In each unit employees therein shall be represented by two Stewards who shall be regular employees of the Cherry Hill School District.

Section II. The Stewards during their working hours and without loss of time or pay and in accordance with the terms of this section may investigate and present grievances after having advised their Superintendent or his designated representative of same. The Superintendent will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

ARTICLE VII.

SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Board and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. These conferences may be attended by a representative of the Council or a representative of the International Union.

Agreements reached at special conferences which would change the language of the Contract shall not be binding until ratified by the members of the Union.

ARTICLE VIII.

PRESENTING A GRIEVANCE

Definition of Grievance. A grievance is an unsettled complaint by a bargaining unit employee or by the Union in its own behalf concerning:

1. Any alleged violation of this Agreement
2. Any alleged violation of non-instructional conditions of employment or practices by the employer

ARTICLE VIII. PRESENTING A GRIEVANCE (continued)

3. Any disciplinary action

Section I.

Any employee having a complaint in connection with his employment shall first discuss it with his immediate supervisor in an attempt to resolve the matter informally. All such complaints which may ultimately become a grievance shall be brought to the attention of the supervisor by the employee within ten (10) days of the alleged violation, or knowledge of same, providing the employee signs a written statement indicating that he was not aware of the situation within the ten (10) day stipulation.

Step 1. Any employee having a grievance in connection with his employment shall present it to the District as follows:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward of the Unit. (b) The Steward will discuss the grievance with the employee's immediate supervisor. (c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor. The immediate supervisor is the principal of the school involved. The immediate supervisor in grievances involving transportation, maintenance and utility workers is the Superintendent or his designated representative. The immediate supervisor in grievances involving the cafeteria is the Cafeteria Manager.

Step 2. If the immediate supervisor's answer is not satisfactory, nor disposed of within five (5) days, the grievance may be referred to the Local President who may submit his appeal on an agenda to the Board Designated Representative. A meeting or meetings between the representatives (not more than two) of the Local Union and the Aggrieved Party and representatives of the District will be arranged to discuss the grievance or grievances appearing on the agenda within ten (10) calendar days from the date the agenda is received by the Board or its designated representative. Grievances must be filed within ten (1) days of the alleged violation, or knowledge of same, providing the employee signs a written statement indicating that he was not aware of the situation within the ten (10) day stipulation.

Section II.

The Union representative may meet at a place designated by the Board on the School District property for at least one-half hour immediately preceding a meeting with the representatives of the Board for which a written request has been made.

The Local President or his representative shall be allowed reasonable and necessary time off his job without loss of time or pay, to investigate a grievance he is to discuss with the designated representative. The Superintendent will grant him permission to leave his work for this purpose.

ARTICLE VIII - PRESENTING A GRIEVANCE (continued)

Step 3. If the answer is not satisfactory in the second stage the grievance will then be presented to the School Board for a disposition. Referral to the Board may not be made later than twenty (20) days after the completion of the previous step.

If the answer is still not to the satisfaction of the Union, they may then carry it on to the Appeal Board, which is the fourth stage of the grievance procedure.

Step 4. Board of Appeal

If the Board and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the Council representative. The representative of the Council and/or International Union will review the matter, and if they wish to carry the matter further, they will within thirty (30) days of the Board's answer refer the matter to the Appeal Board. The Union at its option may go directly to arbitration and bypass the Board of Appeals step.

If the Council and/or International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers thereto and such other written records as there may be in connection with the matter, and forward the same to the Board's designated representative, together with a notice that his answer with respect to that grievance is not satisfactory to the Union. The matter may then be submitted to the Appeal Board for final disposition. Such disposition shall be made within two weeks of the submission to the Appeal Board.

ARTICLE IX

MEMBERSHIP OF THE APPEAL BOARD

Section I. The Appeal Board shall be established within twenty-one (21) days of submission of the grievance. The Appeal Board shall consist of two representatives of the Board and two representatives of the Local, Council and/or International Union, and an impartial umpire. The parties shall, within two (2) weeks after appointment of the umpire, submit to the Appeal Board all facts regarding the case.

Section II. If the four (4) people cannot agree on an impartial umpire, the State Labor Mediation Board will be asked to submit an impartial umpire.

Section III.

(a) If the grievance is not adjusted at the Board of Appeal level, the Union may, within fifteen (15) days after the reply of the Board is due, by written notice to the Board of Education, request arbitration.

(b) The arbitration proceedings shall be conducted by an Arbitrator to be mutually selected by the Employer and the Union within seven (7) days after notices have been given.

ARTICLE IX - MEMBERSHIP OF THE APPEAL BOARD (continued)

(b) (continued)

If the parties cannot agree as to the Arbitrator he shall be selected in accordance with the rules and regulations as established by the American Arbitration Association.

(c) Expenses for the Arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, except for the Union President, Steward and grieved party, shall be compensated by the employer. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

(d) There shall be no appeal from the Arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE X

TIME OF APPEALS

Section I. Any grievance answer not appealed from at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and shall not be subject to further review.

Section II. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month of withdrawal, the grievance shall not be reinstated. Where one or more grievances involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

ARTICLE XI

WITHDRAWAL OF CASES

Section I. After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

Section II. Finality of Decisions. There shall be no appeal from any Appeal Board's unanimous decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Board. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in an appeal to any Court or Labor Board from a decision of any Appeal Board.

ARTICLE XII

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE XIII

Section I. Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Disciplinary action or measures may include the following:

- | | |
|----------------------|---------------|
| A. Oral reprimand | C. Suspension |
| B. Written reprimand | D. Discharge |

The President of the Union will be informed in writing upon the written reprimand, suspension, or discharge of any employee within the bargaining unit.

Section II. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the appropriate Steward and the Board will make available an area where he may do so before he is required to leave the property of the School District. Upon request, the Superintendent or his designated representative will discuss the discharge or discipline with the employee and the President.

Section III. Appeal of Discharge or Discipline.

Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the President to the District within two (2) regularly scheduled working days of the discharge or discipline. The Board will, as its designated representative, review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section IV. Use of Past Records.

In imposing any discipline on the present charge, the Board will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on any employee for errors or mistakes on his employment application after a period of one (1) year from his date of hire. No record shall be entered into any employee's file unless he or she is given a copy of any letters to be included in his file and have an opportunity to write a letter in reply and have it included within his file. The employee shall have recourse to the established grievance procedure if he does not concur.

ARTICLE XIV

SENIORITY

PROBATIONAL EMPLOYEES

Section I. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) days consecutive calendar days of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. Benefits shall begin upon permanent employment following a satisfactory ninety (90) day probationary period.

Section II. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section I of this Agreement, except discharged and disciplined employees for other than Union activity.

Section III. Seniority shall be on a school district-wide basis, in accordance with the employee's last date of hire.

ARTICLE XV

SENIORITY LISTS

Section I. Seniority shall not be affected by the race, sex, marital status, or dependents of the employees.

Section II. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

Section III. The Board will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies at least every ninety (90) days.

Section IV. A separate seniority list will be maintained for full-time custodians, part-time custodians, full-time cafeteria personnel and part-time cafeteria personnel. Any employee will be placed on the full-time seniority list as follows: (1) Custodial (40 hours per week); (2) Cafeteria (30 or more hours per week). Seniority on the full-time seniority list shall date only from date of hire or transfer to full-time employment. Seniority for part-time employees shall be dated upon an employee entering this bargaining unit.

ARTICLE XVI

LOSS OF SENIORITY

Section I. An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the grievance procedure.

ARTICLE XVI - LOSS OF SENIORITY - Section I (continued)

- (c) He is absent for three (3) consecutive working days without notifying the Board. In proper cases, exceptions shall be made by the Board. After such absence, the Board will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made by the Board.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE XVII

SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the District and the Council and/or International Union. They shall be approved or rejected within the period of ten (10) days following the date they are filed by the Local Union.

ARTICLE XVIII

LAYOFF DEFINED

Section I. The word 'layoff' means a reduction in the working force due to a decrease of work.

Section II. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a district-wide basis. Seniority employees will be laid off according to seniority as defined in Article XV - Section III. No full-time employee will be laid off while part-time employees remain employed by the Board within their division.

Section III. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Board of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE XIX

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article XV - Section III. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered a quit. Extension may be granted by the Board in proper cases, with the concurrence of the Union. The employer shall call back employees affected by a layoff for a period not to exceed two (2) years.

ARTICLE XX

PROMOTIONS AND MOVEMENTS

Section I. Promotions within the bargaining unit shall be made on the basis of seniority and the ability to meet the MINIMUM qualifications. Job vacancies will be posted in writing for a period of seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the MINIMUM qualifications shall be granted a four (4) week trial period to determine:

- (a) His potential ability to perform the job
- (b) His desire to remain on the job

Section II. During the four (4) week trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Board, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

Section III. During the trial period, employees will receive the rate of the job they are performing.

Section IV. Employees temporarily assigned to work in a higher classification shall be chosen from the seniority list within their school and shall be paid the rate of the higher classification for the full shift, if the temporary assignment lasts for one (1) shift or more. The high school cook shall be compensated for assuming managerial duties in the absence of the manager at the rate of .24¢ per hour above said employee's rate of pay. Extended absences by the manager beyond five (5) consecutive days will result in the cook receiving the manager's daily rate of pay.

Any temporary help hired by the Board shall receive no fringe benefits and their wages will be determined by the Board.

Section V. The Board agrees that in any movement of work it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE XXI

VETERANS

Section I. Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than two (2) years. This benefit is limited to four (4) years of active service except in cases of emergency.

ARTICLE XXI - VETERANS - (continued)

Section II. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he served in the Armed Forces, plus six (6) months.

ARTICLE XXII

VETERANS' LAW

Except as hereinafter provided the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE XXIII

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section I. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXIV

LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed six (6) months will be granted for good cause without loss of seniority, and such leaves shall be extended for like cause. Application for leave of absence shall be in writing, and when possible, the reason for the application shall be supported by documents. Any employee on a leave of absence shall not receive salary or benefits. An employee returning from leave which exceeds three (3) months in length shall have his salary step adjusted accordingly. An employee's leave which exceeds one (1) year if returning to the district will be granted a similar shift and wage classification.

Other employment shall not be considered good cause for the purpose of granting leaves of absence.

ARTICLE XXV

LEAVE FOR UNION BUSINESS

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Cherry Hill School District shall at the written request of the Union receive temporary leave of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

ARTICLE XXVI

PERSONAL LEAVE, SICK LEAVE AND FUNERAL LEAVE

Section I. Employees shall earn and receive personal days at the rate of two (2) per year. Unused personal days shall be accumulative to sick leave bank. Personal leave shall be granted as follows:

(a) Employees shall be granted two (2) days of personal leave per year provided arrangements for such leaves are made at least two (2) days in advance with the principal and approved by the Superintendent.

(b) Unused personal leave days may be added and accumulated as sick leave for the following year.

(c) The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized by the Board of Education as a personal leave day, with the exception, however, of cases presenting unusual circumstances. Circumstances presenting unusual conditions, will, upon request, be reviewed by the Superintendent of Schools to determine whether such leave should be granted.

Section II. Employees shall earn and accumulate and be credited with one (1) work day of sick leave with pay per working month. There shall be a one hundred day (100) limit on the number of days that may be accumulated. Sick leave shall be available for use for the following purposes:

(a) Personal illness

(b) Exposure to contagious disease which, according to public health standards would constitute a danger to the health of others

(c) Medical and dental extractions or treatment to the extent of time required to complete such appointments.

(d) Illness or death in family

Section III. In cases when absences exceed three (3) days, the Board may require the employee to furnish a certificate signed by a licensed medical practioner.

An employee shall be required to make a daily call to the building principal or designated person. However, employees during extended illnesses substantiated by a licensed medical practioner do not have to call in daily.

Upon exhaustion of sick leave, an employee shall apply for an illness leave (leave of absence) in accord with Article XXIV, however, all benefits including hospitalization premiums terminate after thirty (30) days following the total use of accumulative sick leave days.

Section IV. Employees will be given a statement each year to show their remaining sick bank and the amount that has been applied to the retirement fund.

ARTICLE XXVI - PERSONAL LEAVE, SICK LEAVE AND FUNERAL LEAVE - (continued)

Section V. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any accumulated vacation credits.

Section VI. An employee who separates from the Cherry Hill School District for retirement purposes in accordance with the provisions of a retirement act shall be paid one-third (33 1/3%) of his unused sick leave, as of the effective date of separation.

Section VII. In case of the death of an employee, payment of one-third (33 1/3%) of his unused sick leave shall be paid to his beneficiary or estate. Such payment shall be made at his last rate of pay and be based on eight (8) hours per day.

Section VIII.

(a) If a death occurs among members of an employee's immediate family or household, the employee may be granted up to five (5) days leave with pay (not deductible from sick bank).

(b) DEFINITION OF IMMEDIATE FAMILY: The immediate family is defined as: spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, the father or mother of either employee or spouse, or brother-in-law or sister-in-law. Additional leave may be granted in special cases, subject to the approval of the Board. If a death occurs among the relatives of an employee, the employee may be granted one (1) day's leave with pay.

(c) DEFINITION OF RELATIVES: The relatives are defined as grandson, granddaughter, grandmother, grandfather, aunt or uncle.

Section IX. Employees who wish to attend the funeral of a fellow employee or former employee may do so with pay.

ARTICLE XXVII

WORKING HOURS, SHIFT PREMIUM AND HOURS

Section I. Employees who work on the third shift shall receive in addition to their regular pay, additional compensation per hour in accord with the wage schedule - Article XXXIX.

Section II. The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M. but before 7:00 P.M. The third shift is any shift that regularly starts on or after 7:00 P.M. but before 4:00 A.M. A shift shall be considered a regular shift if it is of a duration of at least seven (7) work days, to which the above time would then apply. Time taken for lunch period will not be deducted from the work day for cafeteria employees.

Section III. Employees may take a "coffee break" for not more than fifteen (15) minutes twice daily. The employer reserves the right to stagger lunch periods and coffee breaks to assure the District that someone will be on duty at all times.

ARTICLE XXVII - WORKING HOURS, SHIFT PREMIUM AND HOURS (continued)

Section IV. Employees will be given the necessary time prior to signing out for the purpose of washing.

Section V. An employee reporting for emergency duty shall be granted two (2) hours' pay and guaranteed one (1) hour's pay in the case of non-emergency duty. Emergency duty does not include such items as call out to give access to buildings, answering burglar alarms, etc., but it is limited to true cases of unforeseen and unusual occurrences which may or may not require prolonged work, and is subject to approval by the Superintendent or his designated representative.

The past practices of building checks by head custodians is required. It is understood that this function is included in his wage schedule and also is reflected in his shift schedule.

Section VI. The regularly scheduled shift shall be:

- (a) Custodians (Head) 7 3/4 hours per day - 40 hours per week (includes building check)
- (b) Custodians - 8 hours per day - 40 hours per week
- (c) Cafeteria - Full-time - minimum of six (6) hours per day
- (d) Cafeteria - Part-time - two (2) hours through 5 1/2 hours per day

Section VII. If a part-time position were to develop into a full-time position, it shall be posted as a full-time position.

Section VIII. The cafeteria will be assured enough custodial help to insure a clean floor and assistance with heavy lifting.

Paid workers, other than those included in this bargaining unit, will not be permitted to perform duties within Cherry Hill School District buildings and grounds that are normally performed by District employees.

ARTICLE XXVIII

EQUALIZATION OF OVERTIME HOURS

Section I. Overtime hours shall be divided as equally as possible among employees in the same classifications in their school. An up-to-date list showing overtime hours will be posted daily in a prominent place in each school. Whenever overtime is required, the person with the least number of overtime hours and high seniority in that classification within their school will be called first, and so on down the list in an attempt to equalize the overtime hours. Employees in other schools may be called if there is a shortage in the school where needed. In such cases, they would be called on the basis of least hours of overtime in their school. For the purpose of this clause, time not worked because the employee did not choose to work will be charged the number of overtime hours of the employee working during that call out period.

ARTICLE XXVIII - EQUALIZATION OF OVERTIME HOURS (continued)

Section II. Overtime hours will be computed from September through September of each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

Section III. Employees that have changed schools will be charged with the highest number of overtime hours that exist in the new school on the day he entered.

Section IV. Overtime will be posted on Monday or the first scheduled work day of each week.

Section V. Sign up for week end guard duty not later than previous Friday, one (1) week in advance, or on last scheduled work day. In event no one signs for this week end duty, the low eligible man from the regular schedule shall be posted.

Section VI. In the event of any dispute, the Steward, Head Custodian and one member of the Executive Board will make temporary adjustments, and will advise the administration accordingly.

Section VII. No employee will be sent in from another school until all personnel within the school have refused to work, or are unavailable.

Section VIII. Time and one-half will be paid as follows:

- (a) Monday through Friday shall be considered a regular work week.
- (b) Employees will be guaranteed a regularly scheduled daily shift. This is a guarantee against shift changes only.
- (c) Any hours worked other than the regular shift will be paid at the rate of time and one-half.
- (d) Time and one-half will be paid for holidays, Sundays and Saturdays, as such, except when a shift starts on Friday and continues into Saturday.

Section IX. The payroll clerk shall submit to the Union representative a list of overtime paid each payroll period.

Section X. The Board reserves the right to add to the custodial staff to cover some duties that now fall in the overtime work category, i.e., regularly scheduled overtime.

Section XI. The employer may hire temporary help to cover absences which exceed five (5) consecutive days. The employer reserves the right to hire temporary help immediately upon advance notification of extended absences.

Section XII. No employee is permitted to leave the building during his regular hours or overtime hours, except during his regularly scheduled lunch period without authorization of the employer. If an employee leaves the building during working hours without proper authorization, the employee will be docked for the time lost and may be subject to further disciplinary action.

ARTICLE XXIX

HOLIDAY PROVISIONS

Section I. The paid holidays are designated as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, December 24, December 25, the last four (4) hours of the employee's regular shift on Good Friday and December 31, respectively. Employees will be paid their current rate, based on their regularly scheduled day for said holidays.

Section II. Holiday provisions apply only during the regular work year of the employee. If a holiday falls on Saturday or Sunday, a week day will be allowed or a vacation day added.

ARTICLE XXX

INSURANCE

Section I. The Board shall provide without cost, comprehensive hospitalization, medical, and surgical protection to the employee and his immediate family under the current basic and major medical MEA Insurance Plan, or an equivalent plan and comparable rate. It is understood that an employee must first subscribe to the basic hospitalization plan before subscribing to other benefits allowed.

Section II. An employee may elect in lieu of the above insurance the two (2) optional benefits offered by MEA up to the current rate for single subscriber hospitalization, medical, and surgical insurance. It is understood that the Board is not obligated to provide hospitalization, medical, and surgical protection to any employee who is a beneficiary under a similar plan by an employer of that employee or of a relative of that employee.

Section III. Insurance benefits paid by the employer will be paid for a full time (12) month period.

ARTICLE XXXI

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. The District reserves the right to procure jury duty exemption whenever possible.

ARTICLE XXXII

PAY ADVANCE

Section I. If a regular pay day falls during an employee's vacation, he will receive that check in advance of leaving on vacation. An employee will receive his vacation check in advance providing he specifies his request on the "Vacation Schedule Form" provided him prior to vacation scheduling.

Section II. If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year.

ARTICLE XXXII - PAY ADVANCE (continued)

Section III. Employees will be paid their regular rate while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXXIII

UNION BULLETIN BOARDS

Section I. The District will provide bulletin boards in each school which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events
- (b) Notices of elections
- (c) Notices of results of elections
- (d) Notices of meetings

ARTICLE XXXIV

VACATION ELIGIBILITY

1968-1969

Section I. An employee will earn credit toward vacation with pay in accordance with the following schedule: One (1) working day for each month of service in the previous calendar year, up to ten (10) working days for all employees having seniority from one (1) to seven (7) years. Employees with seven (7) years or more will receive one and one-half (1 1/2) working days for each month of service in the previous calendar year, up to fifteen (15) working days.

The following additional vacation benefits will be provided:

1969-70 - 17 days paid vacation after 17 years of service

1970-71 - 20 days paid vacation after 17 years of service

Section II. Vacations will be granted during a period beginning with the first Monday after the close of the regular school year and the last Friday before commencement of the next school year.

Section III. Vacations may be granted at such times during the school year as are suitable, considering both the wishes of employees and the efficient operation of the department concerned.

Section IV. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

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

Section VI. If an employee becomes ill and is under the care of a duly

ARTICLE XXXIV - VACATION ELIGIBILITY (1968-69) (continued)

Section VI (continued)

licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation, and the time changed to sick leave. It is necessary to submit a physician's statement upon return to work if an employee becomes ill during his vacation period and requests that it be re-scheduled.

Section VII. Annual scheduled vacations shall be taken in accordance with Section II above, and may not be banked except by permission of the Board.

ARTICLE XXXV

RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the District board will establish a classification and rate structure to apply. A special conference between members of the Union and the Administration shall be held to consider the new classification. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

ARTICLE XXXVI

TRAINING PROGRAMS

Section I. Five (5) custodians will be sent to the seminar in Lansing each year with expenses covered by the Cherry Hill School District. These employees will be chosen on a seniority basis, on rotation.

Section II. Three (3) cafeteria employees will be sent to the workshop at Ypsilanti each year with expenses covered by the Cherry Hill School District. These employees will be chosen on a seniority basis on rotation.

Section III. Any employee who shall engage in special training or education, approved or required by the Board, which will be of benefit to the school system, may do so at the expense of the Cherry Hill School District.

ARTICLE XXXVII

Contract negotiations shall hereafter be conducted on the basis of one half (1/2) released time and one half (1/2) time outside the work day. Negotiations on subsequent contracts shall commence 90 days before termination of the current contract.

ARTICLE XXXIX

PART-TIME EMPLOYEE BENEFITS

Part-time employees for the purpose of benefits shall be classified as working a minimum of four (4) hours per day and shall receive a prorated benefit clause on holiday pay, insurance coverage, and sick leave in accordance with Article XL - FRINGE BENEFITS. Refer to Supplemental Letter of Intent agreed

ARTICLE XXXVIII - PART-TIME EMPLOYEE BENEFITS (continued)

upon on file with the Union in regards to vacation benefits for part-time employees, working four (4) hours per day.

ARTICLE XXXIX

MISCELLANEOUS

Section I. The Board reserve all rights and powers conferred upon it by the Constitution and laws of the State of Michigan, and of the United States, except as limited by this Agreement.

Section II. The direction of employees, including the right to plan, direct, and control school district operations, hire, suspend or discharge for proper cause, or transfer, to make reasonable rules in the school district, to relieve employees from duty because of lack of work, or other reasons, and the right to introduce new or improved methods or facilities, is vested exclusively in the Board, as well as other traditional prerogatives of administration, not hereby or herein expressly made a subject of negotiation, provided that there should be no conflict with any provision of this Agreement.

Section III. The Union will not engage in or encourage strike action of any type during the life of this Contract.

Section IV. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Section V. The Personnel Policy Manual of the School District will continue in effect except as limited altered or supplemented by this Agreement; provided further that any provisions in the Policy Manual that are inconsistent with the terms of this Agreement are null and void.

Section VI. The parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of the employees covered in this Agreement not later than April 1, 1971. It is understood that the existing Contract Agreement between the Board and Union shall be in full effect indefinitely until a new Contract is agreed upon.

ARTICLE XL

SCHEDULE A

CUSTODIAL WAGE SCALE

CLASSIFICATION	YEAR	1st Year	2nd Year	3rd Year	4th Year	5th Year
CUSTODIAN	1968-69	2.71	2.84	2.96	3.09	3.21
	1969-70	2.97	3.10	3.22	3.35	3.47
	1970-71	3.24	3.37	3.49	3.62	3.74
ELEMENTARY HEAD CUSTODIAN	1968-69	2.91	3.04	3.16	3.29	3.41
	1969-70	3.19	3.32	3.44	3.57	3.69
	1970-71	3.48	3.61	3.73	3.86	3.98
JUNIOR HIGH HEAD CUSTODIAN	1968-69	2.97	3.10	3.22	3.35	3.47
	1969-70	3.25	3.38	3.50	3.63	3.75
	1970-71	3.54	3.67	3.79	3.92	4.04
SENIOR HIGH HEAD CUSTODIAN	1968-69	3.12	3.25	3.37	3.50	3.62
	1969-70	3.40	3.53	3.65	3.78	3.90
	1970-71	3.69	3.82	3.94	4.07	4.19
MAINTENANCE AND UTILITY	1968-69	2.93	3.06	3.18	3.31	3.43
	1969-70	3.21	3.34	3.46	3.59	3.71
	1970-71	3.49	3.62	3.74	3.87	3.99
HEAD BUS DRIVER	1968-69	2.87	3.00	3.12	3.26	3.37
	1969-70	3.15	3.28	3.40	3.54	3.65
	1970-71	3.43	3.56	3.68	3.82	3.93
BUS DRIVER	1968-69	2.71	2.84	2.96	3.09	3.21
	1969-70	2.97	3.10	3.22	3.35	3.47
	1970-71	3.24	3.37	3.49	3.62	3.74

Probationary employees will receive five percent (5%) less for the first ninety (90) days of employment.

Employees who work the third shift shall receive an additional:

1968-69 - .05¢ per hour; 1969-70 - .07¢ per hour; 1970-71 - .08¢ per hour.

ARTICLE XL

SCHEDULE A

CAFETERIA

CLASSIFICATION	YEAR	1st Year	2nd Year	3rd Year	4th Year	5th Year
COOK	1968-69	2.24	2.29	2.34	2.39	2.44
	1969-70	2.46	2.51	2.56	2.61	2.66
	1970-71	2.69	2.74	2.79	2.84	2.89
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ASSISTANT COOK	1968-69	2.05	2.10	2.15	2.20	2.25
	1969-70	2.27	2.32	2.37	2.42	2.47
	1970-71	2.50	2.55	2.60	2.65	2.70
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BAKER	1968-69	2.24	2.29	2.34	2.39	2.44
	1969-70	2.46	2.51	2.56	2.61	2.66
	1970-71	2.69	2.74	2.79	2.84	2.89
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ASSISTANT BAKER *	1968-69	2.05	2.10	2.15	2.20	2.25
	1969-70	2.27	2.32	2.37	2.42	2.47
	1970-71	2.50	2.55	2.60	2.65	2.70
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HELPER	1968-69	1.90	1.95	2.00	2.05	2.10
	1969-70	2.12	2.17	2.22	2.27	2.32
	1970-71	2.35	2.40	2.45	2.50	2.55

Probationary employees will receive five percent (5%) less for the first ninety (90) days of employment.

*The assistant baker's classification shall be subject of special conference if the cafeteria program expands.

ARTICLE XL

SCHEDULE B

FRINGE BENEFITS

CLASSIFICATION	HOURS WORKED	MONTHS WORKED	PERSONAL LEAVE	SICK LEAVE	HOSPITAL. INSURANCE	VACATIONS	HOLIDAYS
CUSTODIAL	4	12		6 dys	50%		7 1/2
CUSTODIAL	4	10		5 dys	50%		6
CAFETERIA	4	10		5	50%		6
CAFETERIA	6	10	2	10	FULL	10	7 1/2
CAFETERIA	7	10	2	10	FULL	10	7 1/2

*Vacation pay shall be given to cafeteria employees in lieu of time off from work. Vacation pay will be granted during holiday periods when school is not in session, i.e., Christmas vacation and Easter vacation.

**Holidays	4 hours 12 mon.	Custodians 7 1/2 holi- days	New Year's Day, Memorial Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas Day, One-half day Good Friday, December 31.				
	4 hours 10 mos.	Custodians 6 holidays	New Year's Day, Memorial Day, Thanksgiving Day, December 24, Christmas Day, December 31.				
	6-7 hours	Cafeteria 7 1/2 holidays	New Year's Day, Memorial Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas Day, 1/2 day Good Friday, December 31.				
	4 hours	Cafeteria 6 holidays	New Year's Day, Memorial Day, Thanksgiving Day, December 24, Christmas Day, December 31.				

ARTICLE XLI

DURATION

This Agreement by and between the Cherry Hill School District and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate Local Union No. 1715, shall be deemed effective from and after July 1, 1968 to and including June 30, 1971.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives, this 1st day of July 1968, A.D.

The International Union of the
American Federation of State, County
and Municipal Employees, Council 23
Local 1715

The Board of Education
of
The Cherry Hill School District

BY: Benjamin DeHart
Council No. 23 Representative

BY Herald Bagajinski
President

Norma Travers, Pres.
Member of Bargaining Team

Vice-President

Melvin Caswell
Member of Bargaining Team

Theresa A. Plata
Secretary

Betty Lewis
Member of Bargaining Team

K.E. Pearce
Treasurer

Kay Hutchinson
Member of Bargaining Team

Theodore E. Ridley
Trustee

Member of Bargaining Team

W. Paul Myers
Trustee

Harry R. Habbert
Trustee