

June 30, 1971

Ferndale

AGREEMENT

BETWEEN

BOARD OF EDUCATION
THE SCHOOL DISTRICT OF
THE CITY OF FERNDALE

AND

INTERNATIONAL UNION
OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO AND
THE COUNCIL 23 AND ITS AFFILIATE
LOCAL UNION-160

JULY 1, 1968
JUNE 30, 1971

**LABOR AND INDUSTRIAL
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Michigan State University

TABLE OF CONTENTS

	<u>Page</u>
PARTIES TO THE AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE I, RECOGNITION	1
Section 1. Board Recognition	1
Section 2. Board Recognition Defined	2
ARTICLE II, UNION SECURITY	2
Section 1. Union Membership	2
Section 2. Union Membership - Non-Members	2
Section 3. Service Fee.	2
Section 4. Union Membership - New Employees	2
Section 5. Failure to Sign.	3
ARTICLE III, CHECK OFF	3
Section 1. Check Off Deduction	3
Section 2. Written Notification	3
Section 3. Time of Deduction.	3
Section 4. Dues Remittance	3
Section 5. Duplication of Payment	4
Section 6. Authorization Rescission	4
Section 7. Board Identification	4
ARTICLE IV, NO STRIKE-NO LOCKOUT	4
Section 1. No Strike-Union.	4
Section 2. No Work Stoppage	4
Section 3. Discipline and Discharge	5
Section 4. No Lockout-Board	5
ARTICLE V, MANAGEMENT RESPONSIBILITY	5
Section 1. General Responsibilities	5
Section 2. Conditions of Employment	5
ARTICLE VI, REPRESENTATION	6
Section 1. Bargaining Committee	6
Section 2. Committeemen	6
Section 3. Stewards	6
Section 4. Grievances - Union President	6
Section 5. Duties of Committeemen and Stewards.	6
Section 6. Safety-Leaving Job	7
Section 7. No Compensation	7
ARTICLE VII, SPECIAL CONFERENCES	7
Section 1. Basis for Special Conferences and Arrangements	7

TABLE OF CONTENTS (Continued)

ARTICLE VIII, GRIEVANCE PROCEDURE	7
Section 1. Grievance Definition	7
Section 2. Grievance Procedures, Steps I, II, III, IV.	8
Section 3. Grievance Withdrawal	9
ARTICLE IX, ARBITRATION	9
Section 1. Submission to Arbitration	9
Section 2. Selection of Arbitrator	10
Section 3. Limitations of the Arbitrator	10
Section 4. Arbitrator's Decision	10
Section 5. Arbitration Expense	10
ARTICLE X, COMPUTATION OF BACK WAGES.	10
Section 1. Maximum Claim	10
ARTICLE XI, DISCHARGE AND DISCIPLINE.	10
Section 1. Notice of Discharge or Discipline	10
Section 2. Right to Discussion or Conference	10
ARTICLE XII, SENIORITY.	11
Section 1. Probationary Employees	11
Section 2. Probationary Period - Substitutes	11
Section 3. Seniority Defined	11
Section 4. Seniority List	12
Section 5. Preferred Seniority - Union Officers.	12
Section 6. Shift Preference.	12
Section 7. Preferred Seniority - Shift	12
Section 8. Layoff Notification	12
Section 9. Layoff - Work Force	12
Section 10. Recall Notification	13
Section 11. Recall From Layoff.	13
Section 12. Posting of Vacancy.	13
Section 13. Filling Vacancy Temporarily	13
Section 14. Selection of Successful Bidder	13
Section 15. Selection for Promotion	13
Section 16. Filling Classification Vacancy	13
Section 17. Demotion from Higher to Lower Classification	14
Section 18. Promotion Declined.	14
Section 19. Eligibility - Head Custodian	14
Section 20. Maintenance Overtime.	14
Section 21. Bus Trip Assignment and Overtime.	14
Section 22. Seniority Rank.	15
Section 23. Loss of Seniority	15
Section 24. Laws and Regulations.	15
ARTICLE XIII, LEAVES OF ABSENCE	15
Section 1. Sick Leave - Current Allowance	15
Section 2. Sick Leave - New Employees	16
Section 3. Limitation on Accumulated Current Allowance	16

TABLE OF CONTENTS (Continued)

ARTICLE XIII Continued

Section 4.	Personal Business Leave	16
Section 5.	Disability Leave - Injury on the Job.	16
Section 6.	Disability Leave - Sickness and Accident Insurance	16
Section 7.	Unpaid Personal Leave	17
Section 8.	Military Leave.	17

ARTICLE XIV, SALARY SCHEDULES AND BENEFITS-CUSTODIAL AND MAINTENANCE. 17

Section 1.	Salary Schedules.	17
Section 2.	In-Service Training	18
Section 3.	Longevity Pay	19
Section 4.	Pay Period and Absences	19
Section 5.	Vacations	19
Section 6.	Holidays.	20
Section 7.	Position Substitution	20
Section 8.	Work Week - Overtime	21
Section 9.	Classification Advancement - Trial Period	22

ARTICLE XV, CLASSIFICATION, HOURS OF WORK AND PAY SCALES (Cafeteria) 23

Section 1.	Classifications, Hourly Rate Basis - First Year	23
Section 2.	Rate Increases	23
Section 3.	Base Number of Hours Per Day	23
Section 4.	Work Day and Week, Overtime Basis and Rates	24
Section 5.	Overtime Apportionment - Equalization	24
Section 6.	Lunches, Lunch Periods, Lunch Assignments	24
Section 7.	Uniforms, Changing of Uniforms, Aprons Issued.	24
Section 8.	Holidays	25
Section 9.	Vacations	25

ARTICLE XVI, INSURANCE 26

Section 1.	Hospitalization	26
Section 2.	Life	26

ARTICLE XVII, COST OF LIVING ADJUSTMENT. 27

Section 1.	Determination of Allowance	27
Section 2.	Limitation on Allowance	28

ARTICLE XIX, MISCELLANEOUS 28

Section 1.	Entire Agreement	28
Section 2.	Impracticality of Terms, Mutual Agreement	28
Section 3.	Duration	28

SIGNATURES AND WITNESSES. 29

A G R E E M E N T

THIS AGREEMENT, entered into this 16th day of October, 1968, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FERNDALE, Oakland County, Michigan, hereinafter referred to as the "Board", and THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and the Council 23 and its affiliate local union 160, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The 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 and the Union.

The parties recognize that they have a common interest in supplying satisfactory service to this school district. However, at times the Board and the Union have different ideas on various matters affecting their relationship. The parties agree these differences can be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreement hereinafter contained, it is agreed that:

ARTICLE I

RECOGNITION

Section 1. Board Recognition - The Board hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, hours of work and other conditions of employment for all its custodial, maintenance, matrons, cafeteria and bus driver employees who are employed by the Board and included in the bargaining unit as defined in paragraph two (2) below of this Article I. During the period of this Agreement, the Board agrees it will not recognize or enter into collective bargaining with any other organization other than the Union.

Section 2. Bargaining Unit Defined - The bargaining unit represented by the Union and the employees covered by this agreement shall include all custodial, maintenance, matrons, cafeteria and bus driver employees, but shall exclude the Supervisor of Buildings and Grounds, Assistant to the Supervisor of Buildings and Grounds, Supervisor of Cafeterias, Special Education Bus Drivers, all certified staff members, administrative assistants, Superintendents, Teacher Aides, Secretaries, and Clerks, Non-certified Adult Education Teachers, Student Trainees in Special and Vocational Education projects and temporary or part time employees including substitutes who work less than ninety (90) consecutive scheduled work days. Cafeteria employees who regularly work an average of at least three (3) hours during scheduled work days shall not be considered part time employees.

ARTICLE II

UNION SECURITY

Section 1. Union Membership - An employee who is a member of the Union on the effective date of the Agreement shall continue his membership in the Union for the duration of the Agreement by the payment of dues and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2. Union Membership - Non-members - An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within thirty (30) days following the effective date of the Agreement and shall remain a member of the Union for the duration of the Agreement by the payment of membership dues and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. Non-Union Members - Service Fee - An employee who is not a member of the Union at the time of this Agreement becomes effective or at the time he is employed may in lieu of Union membership and with the recognition the Union does represent all of the employees under the Agreement, elect to pay the Union a Service Fee equal to the amount of dues and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

Section 4. Union Membership - New Employees - Any employee that is employed by the Board on or after the effective date of this Agreement shall comply with the provisions for Union membership or the payment of the Service Fee as provided in Section 3.

Section 5. Failure to Sign Authorization - Any employee who fails to comply with the above stated provisions for Union membership or the provisions for the payment of a Service Fee will have his employment terminated by the Board after written notification from the Union.

ARTICLE III

CHECK OFF

Section 1. Check Off Deduction - The Board, for the convenience of the Union and its members, shall deduct the dues and assessments each month from the pay of those employees who individually and voluntarily provide the Board with written authorization for the deduction of the uniformly required dues and assessments for the acquiring and maintaining of membership or the equivalent Service Fee paid by employees who do not elect to acquire membership in the Union. The forms for making written authorization for the deduction of dues and assessments shall be provided by the Union.

Section 2. Written Notification to Board - The Union shall notify the Board in writing of any dues and assessments changes certified by the Union as the uniform dues and assessments required of the Union members and the Board will act in accordance with the written certification.

Section 3. Time of Deduction - The Board shall deduct from the employee's first pay each month the certified dues and assessments or the equivalent Service Fee except where the employee works less than forty (40) hours in the previous month. The employee who has worked less than forty (40) hours or is to receive no pay in the deduction pay period will have his dues and assessments deducted in the next deduction pay period. A sick day or personal business day used by an employee shall be considered a day worked in the pay period in which it is taken in determining the forty (40) hours of work required for dues and assessments deduction.

Section 4. Remittance to Union - All sums deducted as dues or assessments shall be remitted to the Financial Secretary of the local Union not later than the 15th day of the calendar month in which such deductions are made. The Board shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual employee authorized deductions from the pay of employees

Section 5. Duplication of Payment - In cases where a deduction is made which duplicates a payment previously made to the Union by the employee, or where a deduction is not in conformity with the Union Constitution and By-Laws, refund to the employee shall be made by the local Union.

Section 6. Authorization Rescission - Any employee who has given written authorization to the Board for dues and assessments deduction or their equivalent as a Service Fee may rescind such written authorization by giving the Board and Union written notice of such rescission by registered mail during the two week period prior to the expiration date of the Agreement.

Section 7. Board Indemnification - The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

ARTICLE IV

JOINT RESPONSIBILITIES

NO STRIKE-NO LOCKOUT

Section 1. No Strike-Union - Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sitdown, stay-in or slow-down, in any property of the Board of on any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the Board for the continuance of renewal of this Agreement. In the event of a work stoppage, other curtailment of, or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased; nor shall the Board be required to enter into any arbitration while such strike, sitdown, stay-in or slow-down shall be in progress.

Section 2. No Work Stoppage - In the event of a work stoppage, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of this contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

Section 3. Discipline and Discharge - The Board shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 4. No Lockout-Board - The Board will not lockout any employees during the term of this Agreement.

ARTICLE V

MANAGEMENT RESPONSIBILITY

Section 1. General Responsibilities - It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive are: the right to decide the number and location of work sites, stations, etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods, schedules of work, direction of work, together with the selection, procurement, designing, engineering, and the control of building equipment and materials, and the right to purchase services of others, contract or otherwise, except as it may be otherwise specifically limited in this Agreement.

Section 2. Conditions of Employment - It is further recognized that it is the responsibility of the Board to select and direct the working forces, including all members of the bargaining unit, and that it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, subject, of course, to the seniority rules, grievance procedures and other express provisions of this Agreement as herein set forth.

ARTICLE VI

REPRESENTATION

Section 1. Bargaining Committee - The employees for the purpose of collective bargaining shall be represented by a Bargaining Committee of not more than five (5) employees including the President of the Local. Employees on this committee shall be seniority employees of the Board and their selection as committee members can be in any manner determined by the Union. The International Union can be represented by a staff representative. An alternate may be appointed to serve on the committee during the absence of a committeeman.

Section 2. Committeemen - The Board will recognize that each Committeeman from the Bargaining Committee will serve as the Committeeman for two (2) elementary schools and will provide Union representation in his two (2) assigned schools and also in the first step of the grievance procedure. The assignment of two (2) schools to each Committeeman can be in any manner determined by the Union.

Section 3. Stewards - The following employee groups: Ferndale High School, Ferndale High School Cafeteria, Lincoln Junior High School Cafeteria, and Lincoln Junior High School shall elect a steward from the employee group who shall be a seniority employee of the Board and further that a Chief Steward be elected by the total employee group who shall be a seniority employee of the Board. The election procedure shall be by determination of the Union. These stewards will provide Union representation for their group and in the first step of the grievance procedure.

Section 4. Grievances - Union President - The President may review and prepare grievances not settled for further review in the steps of the grievance procedure and negotiate with the Board on bargainable local problems in meetings or special conferences. The President of the Union will be permitted to leave his work to attend grievance committee meetings, special conferences, or other local union business within the school district, but he shall first request and secure the approval of his supervisor or his assistant before he leaves his job to attend the meeting.

5. Duties of Committeemen and Stewards - Committeemen and stewards shall have full time work to perform during their scheduled working hours. They will be permitted, without loss of pay, to investigate

and present grievances within the area of their jurisdiction, but they shall first request and secure approval of their supervisor or his assistant. The supervisor or his assistant will grant sufficient time to the committeemen or stewards to leave their work for these purposes. The privilege of leaving their work during scheduled working hours is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. Any alleged abuse of this time will be a proper subject for a special conference.

Section 6. Safety-Leaving Job - In no event shall any Union representative leave a job where the health, safety or general welfare of the schools, teachers, students or property shall be in danger or jeopardized, nor shall any such leaving occur when damage to school property or equipment might occur.

Section 7. No Compensation - Employees shall not be compensated for time necessarily spent during scheduled working hours on contract negotiations or arbitrations.

ARTICLE VII

SPECIAL CONFERENCES

Section 1. Basis for Special Conferences and Arrangements - 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. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition - Differences that arise between the Board, the employees or the Union as to the meaning, interpre-

tation, application or alleged violation of any provision of this Agreement shall be considered grievances to be settled as promptly as possible in accordance with the grievance procedures set forth in this Article. Any grievance must be submitted to the first step of the grievance procedure established hereunder within sixty (60) days after the first facts arose which occasioned such grievance, otherwise the same shall be deemed waived.

Section 2. Grievance Procedures

Step I - Any employee who has a grievance shall first discuss his grievance orally with his immediate Supervisor who will attempt to settle the grievance with the employee. The employee shall have the right to request his Supervisor to call his Committeeman or Steward before he discusses it with his Supervisor if he so desires. The Supervisor will send for the Committeeman or Steward without undue delay and without further discussion of the grievance. The employee and/or either his Committeeman or Steward or Chief Steward can present the grievance. If the grievance is not settled by the Supervisor, it shall be reduced to writing on the Grievance form and signed by the employee. If the employee does not sign the written grievance, the same may be signed by the Union representative. The Supervisor will write his disposition on the Grievance form within five (5) working days from the date it is submitted to him and it will proceed to Step II.

Step II - The Administrative Assistant-Building and Grounds will meet with the employee and either the Chief Steward, Steward or Committeeman, the parties involved in Step I of the grievance procedure, and attempt to settle the grievance. If he is not able to reach a settlement satisfactory to the employee and the Chief Steward, Committeeman or Steward, he will write his disposition on the Grievance form and sign it within five (5) working days from the date of his meeting on the grievance and the grievance shall proceed to Step III if submitted by the Union.

Step III - The Superintendent of Schools or his designated representative shall within five (5) scheduled working days from the receipt of the Grievance at this Step III arrange for a meeting with the Union's grievance committee. The Superintendent

may designate three (3) persons, one of whom may be himself, to represent the Administration as a committee. The Administrative committee will meet and attempt to reach a satisfactory settlement with the Union representative involved in Step II. If the Superintendent or his designated committee is not able to reach a satisfactory settlement at this step the Superintendent's disposition will be written on the Grievance form within five (5) scheduled working days following the meeting and it will proceed to Step IV if submitted by the Union.

Step IV - If the grievance is not settled in Step III by the Superintendent or his designated Administrative Committee the grievance will, upon written request of the Union President, be presented to the Board for their disposition at a subsequent Board meeting. The Union shall be promptly notified of the time and place of such Board meeting and shall have the right to be represented at such meeting by a committee of its choosing consisting of not more than five (5) seniority members of the bargaining unit. The meeting shall be public or private at the discretion of the Board. The Board will make its decision within thirty (30) days from the date it receives the grievance from Step III. If the Board's decision or disposition does not satisfactorily settle the grievance, the Union may submit the grievance to Arbitration as provided in Article IX.

Section 3. Grievance Withdrawal - The Union President shall be permitted the withdrawal of any grievance at any step of the Grievance Procedure.

ARTICLE IX

ARBITRATION

Section 1. Submission to Arbitration - Any grievance that is not settled in the Fourth Step of the grievance procedure may be submitted to Arbitration in the following manner: Written notice of the Union's intent to submit the grievance to Arbitration shall be sent to the Board within twenty (20) working days after the date of the Board's disposition at the Fourth Step of the grievance procedure. If the Union does not submit the grievance to Arbitration within the time limit specified above, the grievance will be considered settled and shall not be subject to any further consideration by the parties.

Section 2. Selection of Arbitrator - Within ten (10) working days following the date of the written request by the Union to submit the grievance to Arbitration the Board and the Union will arrange a meeting and attempt to select an Arbitrator by agreement of the parties. If the parties are unable to select an Arbitrator by agreement the Arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association.

Section 3. Limitations of the Arbitrator - The Arbitrator shall not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

Section 4. Arbitrator's Decision - The Arbitrator shall submit his written decision on the grievance to both the Board and the Union which shall be final and binding on both parties.

Section 5. Arbitration Expense - The fee and expenses of the Arbitrator and the American Arbitration Association shall be shared equally between the Board and the Union.

ARTICLE X

COMPUTATION OF BACK WAGES

Section 1. Maximum Claim - No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE XI

DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline - The Board agrees promptly upon the discharge or discipline involving loss of pay to an employee to notify in writing the steward in the affected unit of the discharge or discipline involving loss of pay.

Section 2. Right to Discussion or Conference - The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the unit and the Board will make available an area where he may do so before he is required to leave

the property of the Board. Upon request, the Board or its designated representative will discuss the discharge or discipline with the employee and the steward. The right to conference on school property shall not be compulsory or available in cases of discharge or discipline involving criminality or moral turpitude.

ARTICLE XII

SENIORITY

Section 1. Probationary Employees - New employees who are employed shall be considered probationary employees for the first ninety (90) calendar days of their employment. Seniority of any employee completing a satisfactory probationary period shall date from the first day of his employment and shall be district-wide seniority. The Union shall represent probationary employees for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of Article I hereof; but probationary employees shall not be represented by the Union with respect to discharge or disciplinary action (except where based on Union activity). Probationary employees shall not be entitled to invoke either Grievance or Arbitration proceedings.

Section 2. Probationary Period - Substitutes - Any employee who has been employed on a substitute basis and has completed ninety (90) scheduled work days of satisfactory employment shall be eligible for recommendation by the Administrative Assistant - Buildings and Grounds for regular full time employment.

Section 3. Seniority Defined - Seniority shall refer to the length of continuous service which shall accumulate from the employee's date of employment as a maintenance or custodial employee and shall be identified as district-wide seniority. Classification seniority shall date from the time an employee begins work in a maintenance or custodial classification on a permanent basis because of employment, promotion, demotion, or transfer. Seniority shall be exercised either as district-wide or by classification in accordance with the provisions of the Agreement.

Section 4. Seniority List - The Board will maintain a master seniority list which shall be current at all times showing the name, job classification, seniority, and district-wide seniority dates of all employees. The Union shall be entitled to receive a current copy upon request.

Section 5. Preferred Seniority - Union Officers - The president, vice-president, financial secretary, recording secretary and chief steward and committeemen of the local union shall have preferred seniority and head the district-wide seniority list regardless of their position on the master seniority list. They shall be continued at work as long as there is work available in the district and they can satisfactorily perform the work of the job.

Section 6. Shift Preference - When new jobs are added to the bargaining unit or vacancies occur in the existing job classifications on a shift, employees shall be entitled to exercise their classification seniority within their classification to transfer to that preferred shift.

Section 7. Preferred Seniority - Shift - Stewards shall have preferred seniority and head the job classification seniority list regardless of their place on the regular job classification seniority list for that shift. In the event of a layoff they shall be continued at work as long as there is a job on their shift which they can perform. They will be recalled from layoff for the first job that opens on their shift that they can perform.

Section 8. Layoff Notification - Employees who are to be laid off for an indefinite period of time will receive seven (7) calendar days notice of such layoff. The local Union's Chief Shop Steward shall receive a list of the employees to be laid off from the Board on the same date the notice of layoff is issued to the employees.

Section 9. Layoff - Work Force - The word layoff shall mean a reduction in the employee work force due to a decrease in work or a lack of funds. If a layoff becomes a necessity it will be done in accordance with the following procedure: Probationary employees shall be laid off first district-wide. Seniority employees shall then be laid off in accordance with their classification and district-wide seniority. In some cases it may be necessary to make to make some exceptions in order to maintain a qualified work force. Any disagreement by the Union with these exceptions may be processed as a grievance.

Section 10. Recall Notification - Notice to an employee that he is being recalled to work shall be sent to the employee's address the Board has on file. The Board shall be entitled to rely on the address they have on file. If an employee fails to report for work within ten (10) calendar days from the date the notice of recall is mailed, he shall be considered a quit. The Board will consider extension or failure to report upon the submission of information satisfactory to the Board.

Section 11. Recall From Lay-Off - Employees will be recalled from lay-off in the inverse order of their district-wide seniority, job classification seniority if they are able to perform the work available in a school or the district.

Section 12. Posting of Vacancy - A vacancy in a job classification shall be posted on or before the fourth (4th) scheduled working day after the vacancy occurs for a period of five (5) scheduled working days. Two additional successive five (5) day posting periods may be used to fill job vacancies created by lateral transfers.

Section 13. Filling Vacancy Temporarily - The Board shall have the right to fill any vacancy in a job classification temporarily until a transfer or promotion of an employee to fill the job vacancy has been completed.

Section 14. Selection of Successful Bidder - The successful bidder for the vacancy shall be selected by the Board on or before the fourth (4th) scheduled working day following the posting period.

Section 15. Selection for Promotion - It is the intent of these provisions that a promotion to any higher job classification would be granted to the most qualified employee in the next lower classification who has the greater classification seniority. Employees who are eligible and bid for promotion to a vacancy will be considered by the Board on the basis of their personal, physical, and special ability qualifications for the job in the order of their classification seniority. The Board will determine the successful bidder from the employees who bid for promotion to the job vacancy. If it is determined by the Board that two or more employees in the same lower classification are relatively equally qualified, then the employee with the greater classification seniority shall be determined the successful bidder and promoted.

Section 16. Filling Classification Vacancy - Lateral Transfer - Employees in the same job classification who have made application during the posting period shall be eligible for lateral transfer

in the order of their classification seniority, so a transfer can be made to fill the vacancy. No more than three (3) lateral transfers on the basis of classification seniority shall be made to fill any vacancy in a job classification. Any employee who transfers under these provisions shall, on acceptance of a transfer to the new position, be ineligible to request any further lateral transfer for a period of one year from the date of his transfer.

Section 17. Demotion from Higher to Lower Classification - An employee in a higher classification than the one in which a vacancy occurs has priority before lateral transfers and promotions for the vacancy by exercising a voluntary demotion. His seniority starts in the lower classification when he assumes the work in that classification and he shall be placed on the seniority list in that classification.

Section 18. Promotion Declined - If a promotion is declined, the employee declining shall sign a statement to the effect that he acknowledges his ineligibility for the next similar promotion and his eligibility for the second similar promotion. This procedure will be repetitive; each refusal of promotion will result in one ineligibility. The employees' name will remain at the same point in the classification seniority list.

Section 19. Eligibility - Head Custodian - Any employee must have a Certificate of Achievement before he is eligible for promotion to a Head Custodian position. Prospective Assistant Head Custodians should work toward the certificate.

Section 20. Maintenance Overtime - Overtime in the Maintenance I and II classifications other than bus trips will be divided as equally as possible between the employees who have the qualifications and ability to perform the overtime work.

Section 21. Bus Trip Assignment and Overtime - All bus trip assignments will be made on the basis of seniority within the Maintenance II classification. Overtime which results from bus trips will be equalized in so far as possible among Maintenance employees who are qualified bus drivers.

Section 22. Seniority Rank - The Ferndale Head Custodian position shall be senior to the Lincoln Head Custodian. The Lincoln Head Custodian position shall be senior to the Class I, Head Custodian. Class I, Head Custodian shall be senior to the Class II, Head Custodian. Class II, Head Custodian shall be senior to the Assistant Head Custodian. The Assistant Head Custodian shall be senior to the custodian position.

Section 23. Loss of Seniority - An employee shall lose his seniority for the following reasons:

- (a) Quits or retires.
- (b) Is discharged for just cause.
- (c) Is absent for three (3) consecutive work days without notifying the Board, unless as a result of physical impossibility.
- (d) Is absent for three (3) consecutive work days without justifiable reason acceptable to the Board.
- (e) Gives a false reason to obtain a leave, or if he fails to return to work upon termination of any leave of absence without an excuse acceptable to the Board.
- (f) If he is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.
- (g) Separation upon settlement covering total disability.

Section 24. Laws and Regulations - Except as hereinbefore provided, the re-employment rights of employees will be limited by applicable laws and regulations.

ARTICLE XIII

LEAVES OF ABSENCE

Section 1. Sick Leave - Current Allowance - Subject to Section 3 hereof, employees will be granted each year, paid absence at the rate of one day for each month in which his attendance has been perfect and which shall be known as their current allowance. No current allowance day shall accrue to an employee in any month in which he has been absent (for any reason) during all or part of a regular working day. This current allowance may be used for personal sickness, for sickness or death of anyone in the family or anyone living in the same home and considered a member of the immediate family.

Section 2. Sick Leave - New Employees - An employee newly employed may, in case of sickness, draw on his current allowance but not to exceed his accumulation which is earned at the rate of one day per month. However, on a fiscal year basis, any pay he loses through sickness and a lack of sick days will be adjusted on July 1st each year to allow for all sick leave days he has earned to July 1st.

Section 3. Limitation on Accumulated Current Allowance - All employees who were employed by the Board on or before July 1, 1968, shall be deemed to have accumulated a current allowance of twelve (12) days as of July 1, 1968 (regardless of the number of accumulated current allowance days actually earned prior to July 1, 1968). At no time on and after July 1, 1968, shall an employee be deemed to have accumulated a current allowance of more than twelve (12) days regardless of the number of months worked.

Section 4. Personal Business Leave - Any employee may use two (2) days of his current allowance each year for important personal business. An employee who has used two (2) Personal Business days for religious observance, and has need of a third (3rd) day for that purpose will be allowed a third (3rd) day from his current allowance.

Section 5. Disability Leave-Injury on the Job - Any employee who is injured while performing his regular assigned work and is disabled to the extent that a doctor's statement indicates he is not able to work and must be absent from his work will have no deduction made from his pay, current allowance or sick bank for a period not to exceed seven (7) days from the date of such injury. In the event his disability extends beyond the seven (7) day period, the employee may elect to have the difference between his regular salary and the amount he receives from Workmen's Compensation paid from his current allowance. Before a disabled employee may return to his regular work he must obtain a doctor's statement for the Board to the effect that he has been examined by a doctor and the doctor has determined that he is able to return to work.

Section 6. Disability Leave - Sickness and Accident Insurance - Commencing November 1, 1968, the Board will insure each employee (other than a probationary employee or an employee regularly working less than thirty [30] hours per week) with a standard form sickness and accident policy providing sixty (60%) per cent of full pay benefits for twenty-six (26) weeks commencing on the eighth (8th) day of incapacity due to illness and commencing on the first (1st) day of incapacity due to injury not covered by Workmen's

Compensation. Such policy shall also provide sixty (60%) per cent full pay lifetime benefits, through age sixty-five (65), where a covered employee is totally and permanently disabled within the meaning of the policy. Should the insurance carrier deny benefits to any covered employee on the grounds that his incapacity resulted from a pre-existing condition, than the Board shall pay such employee benefits equal to those he would have otherwise received under such sickness and accident policy.

Section 7. Unpaid Personal Leave - The employer may grant a leave of absence to any employee for a period not exceeding one (1) written year without loss of seniority for any purpose, which the employer deems to constitute good cause. Such leave may be extended for an additional period of one (1) year at the discretion of the employer.

Section 8. Military Leave - The Union and the Employer agree that employees who enter the Armed Service of the United States while employed by the Employer shall be given all of the benefits accorded them by the Universal Military Training and Service Act, as amended.

ARTICLE XIV

SALARY SCHEDULES AND BENEFITS-- CUSTODIAL AND MAINTENANCE

Section 1. Salary Schedules -

(a) The annual salary schedule (based upon 2,080 hours of employment) for the following classifications of employees covered by this Agreement for the first year of the contract are as follows:

<u>CLASSIFICATION</u>	<u>CUSTODIANS</u>		<u>SERVICE IN GRADE</u>	
	<u>Start</u>	<u>½ Year</u>	<u>1 Year</u>	<u>Final*</u>
Head Custodian, Ferndale	\$8,041.60		\$8,145.60	\$8,353.60
Head Custodian, Lincoln	7,292.80		7,396.80	7,604.80
Head Custodian, Elementary Class I- Best, Coolidge, Grant, Roosevelt, Taft, Ferndale High Night <u>Foreman</u>			6,980.80	7,188.80
Class II- Harding, Jackson, Jefferson, Washington, Wilson, Lincoln Night Foreman	6,731.20		6,835.20	7,043.20

*The "Final" Service in Grade period shall be 2½ years or more until July 1, 1969, when this period shall be reduced to 2 years or more.

(continued)

<u>CLASSIFICATION</u>	<u>CUSTODIANS</u>		<u>SERVICE IN GRADE</u>	
	<u>Start</u>	<u>1/2 Year</u>	<u>1 Year</u>	<u>Final</u>
Assistant Head Custodians Dayman at Lincoln and two Daymen at Ferndale High	\$6,440.00		\$6,627.20	\$6,731.20
Custodians	5,982.40	\$6,190.40	6,252.80	6,564.80
Matrons	5,441.60	5,649.60	5,712.00	5,878.40

MAINTENANCE

Maintenance I - Carpenters and Maintenance Technicians	6,731.20		6,835.20	7,043.20
Maintenance II - Helpers & Bus Drivers	6,232.00	6,440.00	6,502.40	6,731.20

(a) - 2 All male employees are now furnished four uniforms per year; Matrons are allowed uniforms of equivalent cost.

(b) For the second year of the Agreement (July 1, 1969, through June 30, 1970) all of the foregoing salaries are to be increased by Three Hundred Twelve and no/100 (\$312.00) Dollars. For the third year of the Agreement (July 1, 1970 through June 30, 1971) all of the foregoing salaries are to be increased by an additional Three Hundred Twelve and no/100 (\$312.00) Dollars.

Section 2. In-Service Training - The Board shall provide, insofar as is practicable, a voluntary in-service training program for custodial and maintenance employees. A salary advancement for employees participating in this program shall be granted as follows:

- (a) After completion of at least two hundred (200) hours of training, an increase of Ten and no/100 (\$10.00) Dollars per month.
- (b) After completion of at least three hundred (300) hours of training, an additional Five and no/100 (\$5.00) Dollars per month. increase (total - \$15.00)
- (c) After completion of at least four hundred (400) or more hours of training, an additional Five and no/100 (\$5.00) Dollars per month increase (total - \$20.00).

Section 3. Longevity Pay - Each employee with fifteen (15) years or more of service in the district shall receive a longevity bonus of One Hundred Four and no/100 (\$104.00) Dollars per year. Each employee with twenty (20) years or more of service in the district shall receive a further longevity bonus of One Hundred Four and no/100 (\$104.00) Dollars per year.

Section 4. Pay Period and Absences - The compensation for all such salaried employees shall be paid to them in twenty-six (26) bi-weekly installments, while they remain in the employ of the district. Absences from work shall result in deductions, based upon an hourly rate equal to the salary divided by Two Thousand Eighty (2,080) except as expressly set forth in the remainder of this Article.

Section 5. Vacations -

(a) All custodial and maintenance employees, during their first five (5) years of employment shall receive two (2) work weeks of annual vacation with pay, exclusive of legal holidays, after one (1) year of service prior to July 1; those with less than one year but with more than six months of service prior to July 1, shall receive a prorated amount of vacation according to the length of such service; and those with six months or less of employment prior to July 1, shall receive a prorated amount of vacation to be added to the two (2) weeks vacation granted after the first full year of service prior to July 1.

(b) All custodial and maintenance employees who have completed five (5) years of employment prior to July 1, shall receive three (3) work weeks of annual vacation with pay.

(c) All custodial and maintenance employees who have completed twenty (20) years of employment prior to July 1, shall receive four (4) work weeks of annual vacation with pay. This provision expires July 1, 1970.

(d) Commencing with vacations scheduled after July 1, 1970, all custodial and maintenance employees who have completed fifteen (15) years of employment prior to July 1, shall receive four (4) work weeks of annual vacation with pay.

(e) Vacations of custodial employees shall be taken during the weeks when school is not in session and shall end two weeks before school opens. This applied in general to maintenance employees, but may be altered by the supervisor and the assistant superintendent if the work load would be better handled by so doing.

(f) A sheet shall be sent to each head custodian and the maintenance supervisor not later than March 1, on which each employee shall indicate his first and second choice for the period of his vacation. These "choice" sheets shall be completed and sent to the Central Office not later than April 15. In case of employees in the same building wanting the same weeks off, the choice of the head custodian or maintenance supervisor shall have priority. The assistant superintendent shall review all desired schedules and shall grant the requested periods, unless for good and sufficient reason he assigns other vacation periods.

Section 6. Holidays -

(a) Time off shall be given on the following holidays: Labor Day, Thanksgiving, the day following Thanksgiving, Christmas, New Year's, Good Friday, Memorial Day, and July 4th. Commencing April, 1970, an additional paid holiday for the Monday following Easter Sunday shall be granted. When any of the aforementioned holidays falls on Sunday, time off shall be given the next day, Monday; when they fall on Saturday, time off shall be given the preceding day, Friday. Time off shall also be given on December 24, and December 31, unless such days fall on either Friday, Saturday or Sunday, in which event compensatory time off will be granted by the Board giving due regard to requests of employees and efficient operation of the schools.

(b) When an employee is absent the day before and the day after a paid holiday, he shall not receive his salary for the paid holiday unless his absence is due to personal sickness or death in the family. In case of personal sickness, he shall receive pay for the holiday, provided he submits satisfactory proof of his illness, for example, a statement by his physician, and provided further that he is eligible for any compensation during the pay period in which such paid holiday occurs.

Section 7. Position Substitution - When an employee is asked to fill a higher position of another employee on an extended use of sick leave, he shall, beginning on the 21st working day, receive a pay rate one step higher than his regular rate. After he has served a total of sixty (60) working days, he shall receive the maximum pay for the position which he is filling. When the employee on sick leave returns to his work, the employee filling in shall revert to his former position and pay rate.

Section 8. Work Week - Overtime - The normal work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each (exclusive of an unpaid thirty [30] minute lunch period), Monday through Friday, inclusive. This provision shall not be construed as a guarantee of work. Employees shall not be required to work more than forty (40) hours in any one (1) week, except as hereinafter provided. There shall be a specified starting and quitting time. Time and one-half shall be paid for all work over eight (8) hours in any one day and over forty (40) hours in any one (1) week, and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sunday and holidays provided in this Agreement. Overtime will be allowed only under certain circumstances:

- (a) Week-end check of building. For oil or gas fired buildings, one hour each Saturday, Sunday, or holiday (at Ferndale High School, 2 hours); for coal fired buildings, two hours during the heating season, November through March, otherwise, one hours.
- (b) Emergency situations which must be given immediate attention, after the usual work hours. Such situations should be reported to the assistant superintendent, if possible, before the work is performed.
- (c) Activities scheduled by the Central Office of which the employee has written notification and which require work beyond usual work hours, or on Saturday or Sunday. Examples would include special bus trips, recreation department activities, special events of the schools, and rental situation involving school facilities.
- (d) Building check overtime, at Lincoln and Ferndale High School, shall be performed by Head Custodians, Assistant Head Custodians, Night Foremen and Daymen, not by the "fieldman" leader.
- (e) If the overtime situation in Ferndale High School requires only one man, only those employees with a rating above that of sweeper shall be eligible for that overtime.
- (f) All other overtime requested by the administration shall be equalized among all employees, except matrons and cafeteria workers, as well as possible on a building basis.

- (i) The equalization shall be on hours - at time and one half, and double time.
- (ii) An annual report shall be issued showing the hours worked by each employee at time and one half and at double time, and the hours refused, by each employee, at time and one half and at double time. For the purpose of equalization, hours refused shall be counted as hours worked.
- (iii) Each eligible employee shall be, if possible, offered in turn the available overtime, until January 1. From then on until June 30, men may be asked, out of turn, in order to achieve the desired equalization.
- (iv) In each building a union member shall work with the Head Custodian to achieve the highest degree of such overtime equalization.

Section 9. Classification Advancement-Trial Period - When advancing to a higher-rated classification, an employee shall retain his existing rate for a working trial period of not to exceed two (2) months, at the completion of which he shall receive the appropriate salary for the higher classification, retroactive to the time of such promotion, in accordance with the following rules:

- (a) If, at the time of such promotion, the employee has been receiving his final service-in-grade rate, he shall be credited with one-year service-in-grade in the higher classification.
- (b) If, at the time of such promotion, the employee has been receiving a one-year service-in-grade rate, he shall start in at the starting rate for the higher classification.
- (c) An exception to the foregoing rules shall apply in the case of Head Custodian Classes I and II, in which service-in-grade shall be considered common for both classes whenever classification is changed.

ARTICLE XV

CLASSIFICATION, HOURS OF WORK AND PAY SCALES
OF CAFETERIA AND OTHER HOURLY RATED PERSONNEL

Section 1. Classifications, Hourly Rate Basis, Rates for First Year of Agreement - All classifications below are to be paid on an hourly rate basis, with rates as set forth below for the first year of the Agreement:

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Cook Managers	\$2.37	\$2.42	\$2.47	\$2.63
Range Cooks - Counter Supervisor at F.H.S.	2.09	2.14	2.19	2.35
Skilled Hourly Class I Pastry Cooks	2.04	2.09	2.14	2.30
Skilled Hourly Class II Cashiers, Salad Cooks, Head Dishwashers	1.99	2.04	2.09	2.25
Hourly Rated Workers	1.83	1.94	2.04	2.15
Utility Worker	2.14	2.19	2.24	2.35
Substitute Worker	1.78			
Laundress	2.06	2.16	2.26	

Section 2. Rate Increases - Effective July 1, 1969, all of the foregoing rates shall be increased fifteen (15¢) cents per hour. Effective July 1, 1970, all of the foregoing rates shall be increased an additional fifteen (15¢) cents per hours.

Section 3. Base Number of Hours Per Day - Each hourly-rated employee is hired with an understanding that he or she will work a "base number" of hours per day. Cook managers and the utility man work a basic eight hours. Skilled hourly rated workers and hourly rated workers, and the laundress may have a basic eight, six, five, four or three hour work day, as accepted by them when employed.

Section 4. Work Day and Week, Overtime Basis and Rates - Overtime rates for eight hour employees shall be paid for all time over forty (40) hours per week. The "week" starts always on Monday. For employees working fewer than eight hours per day, Monday through Friday, overtime shall be earned starting at 6:00 p.m., on a daily basis. All Saturday, Sunday and holiday work of the helpers shall be on an overtime basis. The overtime rate shall be one and one half times the basic hourly rate for each employee.

Section 5. Overtime Apportionment-Equalization - It is the responsibility of the cafeteria supervisor to apportion as equally as possible the available overtime; however, overtime may be apportioned according to the talent and ability of the person to fulfill the assignment. Overtime requiring the service of a person in a specific classification of employees shall be offered to a person in that specific classification in that cafeteria. If the building personnel does not wish to work the required overtime, then employees of the needed classification from other cafeterias shall be offered the work. The overtime thus declined by any employee shall be, for the purpose of apportioning total overtime, charged as though worked, and the overtime account of the person accepting that work shall be so charged.

Section 6. Lunches, Lunch Periods, Lunch Assignments - Cafeteria workers shall be given their lunches. Unpaid lunch periods of thirty (30) minutes shall be allowed cafeteria workers, but such time shall not be included in the basic hours per day of that employee; e.g. a six hour worker shall work six (6) hours exclusive of the lunch period. The time of day of the lunch period will vary with the number of hours in the basic day, but no lunch period shall be taken while student lunches are being served. No employee shall be required to work longer than four (4) hours prior to the lunch period.

Section 7. Uniforms, Changing of Uniforms, Aprons Issued - Time spent in changing into or out of uniforms is not counted as time worked. Workers shall "sign in", in uniform, at the exact time they report for work. Cafeteria workers shall launder their own uniforms. They shall be supplied annually with three aprons at the Board's expense, but laundering of aprons shall be the employee's responsibility. All aprons shall be turned in to the cook-manager or supervisor at the end of the school year, or at the termination of employment. Cafeteria employees will be supplied annually with two uniforms at the Board's expense. All uniforms shall be turned in to the cook-manager or supervisor at the end of the school year

or at the termination of employment. Any employee failing to turn in the aprons and/or uniforms given to him shall have his payroll account charged with the cost thereof, and further it is the intent of this section to include the Cafeteria Utility Worker and the Laundress.

Section 8. Holidays

(a) Cafeteria and other hourly-rated workers shall be paid at their rate for the basic hours in their day for the following holidays: Thanksgiving, the day following Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day and one institute day. For all school years beginning after September 1, 1969, an additional paid institute day shall be granted.

(b) When an employee is absent the day before and the day after a paid holiday, he or she shall not receive holiday pay for the holiday unless such absence is due to personal sickness or death in the family. In case of personal sickness, the employee shall receive pay for the holiday, provided he or she submits satisfactory proof of such illness, for example a statement by a physician or by the Board of Health, provided further that he or she is eligible for any compensation during the pay period in which such paid holiday occurs.

Section 9. Vacations

(a) Cafeteria and other hourly rated employees shall receive a one week paid vacation if employed more than six months as of July 1st of each year, beginning July 1, 1968.

(b) Beginning as of July 1, 1969, all such employees who have completed ten (10) years of service as of July 1st, shall be entitled to a total of two weeks paid vacation.

(c) Beginning July 1, 1970 the requirement of ten (10) years service for a two week period vacation shall be reduced to five (5) years service.

(d) The first week vacation pay shall be included in the first payroll following Easter recess. The second week vacation pay shall be included in the first payroll following New Year's Day.

ARTICLE XVI

INSURANCE

Section 1. Hospitalization -

(a) Each non-probationary employee shall be provided Blue Cross and Blue Shield coverage at no cost to employee under the Family plan as provided by the Michigan Hospital and Michigan Medical Services, and coverage shall be the hospital expense benefits provided for semi-private accommodations under Comprehensive Hospital Care Certificate with "D" Rider of Michigan Hospital Service and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate (M-75) with "M" Rider of Michigan Medical Service.

(b) Blue Cross - 65 will be paid by the Board after the employee's retirement until his death.

Section 2. Life -

(a) The Board will provide each non-probationary employee with a group life insurance policy on the following basis, and at no cost to employee:

<u>Earnings</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Less than \$3,000.	\$1,500. policy	\$1,500.	\$2,000.
\$3,000. but less than \$4,500.	2,500. "	3,000.	3,500.
\$4,500. but less than \$6,200.	3,500. "	4,000.	4,500.
\$6,200. up	4,000. "	5,000.	6,000.

(b) In addition such life insurance shall have a monthly income rider providing the designated beneficiary with the sum of Fifty and no/100 (\$50.00) Dollars per month for sixty (60) months.

(c) Each employee reaching the retirement age of sixty-five (65) years and who qualifies as a retiree under the School Employee's Retirement Fund shall be supplied, at Board expense, with a One Thousand and no/100 (\$1,000.00) Dollar paid up life insurance policy.

ARTICLE XVII

COST OF LIVING ADJUSTMENT

Section 1. Determination of Allowance - All employees shall receive a semi-annual cost of living allowance as set forth below:

(a) The cost of living allowance shall be added to each employee's straight time hourly earnings and will be adjusted each subsequent six (6) months in line with the cost of living allowance determined in accordance with changes in the official Consumers Price Index for urban wage earners and clerical workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1957-1959-100) and hereinafter referred to as the B.L.S. Consumer Price Index.

(b) Effective with the first pay period beginning on July 1, 1969, and each six (6) months thereafter during the period of the Agreement, adjustments in cost of living shall be made at the following times:

First pay period beginning on or after July 1, 1969, and at six (6) month intervals thereafter during this Agreement.
Based upon - B.L.S. Consumer Price Index as of January 1, 1969, and at six (6) month intervals thereafter.

The first cost of living adjustment shall be based upon the change in the Index from January 1, 1969, to the applicable Index issued for the July 1, 1969, adjustment.

(c) In no event will a decline in the B.L.S. Consumer Index, below January 1, 1969, Index provide the basis for a reduction in the wage rate.

(d) The amount of the cost of living allowance shall be in accordance with an Index table to be agreed to by and between the parties hereto as established on receipt of January 1, 1969, Index. There shall be a one (1¢) cent per hour adjustment for each four tenths (0.4) change in the Index.

(e) The amount of any cost of living allowance in effect at the time shall be included in computing overtime premium, vacation payment and holiday payment.

(f) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

(g) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the B.L.S. Consumer Price Index for any base month.

(h) The parties to this Agreement acknowledge that the continuance of the cost of living allowance is dependent upon the availability of the monthly B.L.S. Consumer Price Index in its present form and calculated on the same basis as the Index for January 1, 1969, unless otherwise agreed to by the parties. If the Bureau of Labor Statistics changes the form or the basis for calculating the B.L.S. Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumer Price Index in its present form calculated on the same basis as the Index for January 1, 1969.

Section 2. Limitation on Allowance - In no event shall the cost of living adjustment herein provided for exceed four (4¢) cents per hour in any semi-annual period; and in the event an adjustment of more than four (4¢) cents per hour would have been required, but for this limitation, such excess shall be ignored and shall not be carried over to any other period.

ARTICLE XIX

MISCELLANEOUS

Section 1. Entire Agreement - This agreement represents the entire agreement between the parties and supercedes all prior agreements between them. No agreements made hereafter shall be deemed binding on the parties unless signed by them.

Section 2. - If during the term of this agreement, any provision herein becomes impractical in the application and meaning, both parties mutually agree to meet and attempt to resolve those matters to the satisfaction of all concerned.

Section 3. - Duration - This agreement shall become effective upon the acceptance by the Union and the Board, and shall remain in force until June 30, 1971, and thereafter, for successive periods

of one (1) year, unless either party shall, on or before May 2, 1971 (or if the Agreement shall have continued in effect, on or before May 2nd, of any subsequent years), serve written notice on the other party of a desire to terminate or amend this Agreement. A Notice of Desire to Amend shall have the effect of terminating the entire Agreement (at 12:01 a.m. on June 30, 1971, or of any later year) in the same manner as a Notice of Desire to Terminate, unless before June 30, 1971, or any subsequent year, all subjects of amendment proposed by either party have been disposed of by agreement, or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6 day of Nov, 1968.

THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, and the Council 23.

BY: Howard Draft
Howard Draft
Staff Representative

Local Union 160

BY: Arnold L. Maxwell
Arnold L. Maxwell
Its President

and Karmit Townsend

and Hollis Peoples

and Edward Rexer

and Melba Kollin

FERNDALE BOARD OF EDUCATION

BY: _____
Marvin Breskin
Chairman of Bargaining
Committee

and Sheldon L. Hockman
Sheldon L. Hockman
Its President

and Patricia Hardesty
Patricia Hardesty
Its Secretary

and John J. Houghton
John J. Houghton
Supervisor of Schools

and Jack W. Corrigan
Jack W. Corrigan
Administrative Assistant
for Budget and Plan
Operation

and Blake Moran
Blake Moran
Supervisor of Building
and Grounds

SUPPLEMENTAL AGREEMENT

This Agreement entered into this 6th day of November 1968 by and between the Board of Education of the School District of the City of Ferndale, Oakland County, Michigan, and The International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, and the Council 23

Section 6 of Article XIII entitled "Disability Leave - Sickness and Accident Insurance not being applicable to cafeteria employees working less than thirty hours per week, it is agreed and understood that all cafeteria employees working less than thirty (30) hours per week will continue to be covered under the provisions of the sick leave policy which had been in effect during the term of the contract between these parties which terminated on June 30, 1968.

This supplemental agreement is a supplement to the negotiated AGREEMENT of the same date.

THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, and the Council 23.

by Howard Draft
Howard Draft
Staff Representative

Local Union 160

by Arnold L. Maxwell
Arnold L. Maxwell
Its President

and Daniel O'Rourke

and Hollis Reep

and Edward Ryan

and Merrle Kollin

FERNDALE BOARD OF EDUCATION

BY: _____
Marvin Breskin
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and Sheldon L. Hockman
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Its President

and Patricia Hardesty
Patricia Hardesty
Its Secretary

and John J. Houghton
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and Jack W. Corrigan
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and Blake Moran
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and Grounds