

6/30/75

Fitzgerald

MASTER CONTRACT

between the

FITZGERALD BOARD OF EDUCATION

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 23, LOCAL UNION 1305

1973-1975

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

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MASTER CONTRACT
between the
FITZGERALD BOARD OF EDUCATION
and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 23, LOCAL UNION 1305

This Agreement entered into on this 4th day of October, 1973 between the
FITZGERALD BOARD OF EDUCATION (hereinafter referred to as the "Employer")
and the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, and COUNCIL 23 and its affiliate
LOCAL UNION NO. 1305 (hereinafter referred to as the "Union").

This Agreement shall supersede any rules, regulations, or practices of the Board
which shall be contrary to or inconsistent with its terms.

If any provisions of the Agreement or any application of the Agreement to any
employee or group of employees shall be found contrary to law, then such provision
or application shall not be deemed valid and subsisting except to the extent per-
mitted by law, but all other provisions or applications shall continue in full
force and effect.

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SECTION I

ALL EMPLOYEES

WITNESSETH

WHEREAS the general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the union.

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

WHEREAS to these ends the employer and the union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is hereby mutually agreed as follows:

SECTION I - ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer 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 employer included in the bargaining units described below:

All Custodial, Cafeteria and Maintenance Employees as Agreed
Excluding Director of Buildings and Grounds, Assistant Director of
Buildings and Grounds, Director of Cafeterias, and office Employees
as Agreed.

The terms of this agreement shall apply to members of the bargaining unit as follows:

Section I	All members
Section II	Cafeteria
Section III	Maintenance-Custodial

SECTION I - ARTICLE II

UNION SECURITY

A. The employer will not aid, promote or finance any other employee representative

Article II -- Union Security, continued

or organization which purports to engage in collective bargaining.

B. Agency Shop

1. Each employee who, on the effective date of this Agreement, is a member of the union and has authorized dues deductions shall do so with the understanding the deductions shall continue for the length of the contract.
2. Employees who are not members of the union at the effective date of this Agreement shall, as a condition of continued employment, join the union within thirty (30) days or at the end of their probationary period whichever is later or pay to the union a service fee equal to the dues uniformly required of all members. Upon request from the union, the employment of any employee who fails to comply with this requirement shall be terminated.
3. Employees shall be deemed to be members of the union within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.
4. The union agrees to reimburse the Fitzgerald Public Schools district hereinafter referred to as the district, for the amount of any money deducted by the district and paid to the union, which deduction is determined to be illegal and improper, or in excess of a proper deduction. The union further agrees to indemnify and hold harmless the district employees charged with administering this Section, and members of the Board of Education from any and all liabilities, losses, claims, damages,

Article II -- Union Security, continued

or expenses arising out of the discharge of any employee as a result of action taken by the Board pursuant to this Article II, Item B including, but not restricted to, all sums that may be awarded an employee.

The union agrees to indemnify the district for all costs or other expenses arising out of any other actions initiated against employees charged with administering this Section, the district and the members of the Board of Education in reference to Article II, Item B.

C. Union stewards, duties and responsibilities

1. A union steward shall be a regular full-time employee with a normal work assignment. He shall direct his full-time efforts toward the completion of such work assignment except as otherwise provided in this contract.
2. A union steward or an employee shall not issue, transmit, or relay work orders or otherwise act as a supervisor except as is specified in his official capacity as an employee.

SECTION I - ARTICLE III

UNION DUES

A. Payment by Check-Off:

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 employer agrees to deduct union membership dues levies in accordance with

Article III -- Union Dues, continued

the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Check-Off of Dues" form.

- B. The employer agrees to work with the financial officer of the union with respect to additions and deletions from the list of employees for whom dues have been deducted.

SECTION I - ARTICLE IV

ABSENCE PAY AND DAYS OF ABSENCE

Employees shall be granted an annual allowance of absence days which shall be used to cover absence due to personal illness, personal injury or other approved reasons. Employees absent from duty for reasons covered under the terms of this Article shall receive full pay for all days of approved absence to the extent their annual allowance and accumulation permits.

A. Annual Allowance

1. Twelve (12) month employees shall be granted eighteen (18) absence days one week after the beginning of the work year (July - June 30).
2. Less than twelve (12) month employees whose work year corresponds to the regular school year (September - June), shall be granted fifteen (15) absence days one week after the beginning of the work year.
3. Employees beginning employment during the year will receive their absence allowance one (1) week after employment begins at the rate of 1 1/2 days per month for the remaining months of the work year, provided that 1 1/2 absence days shall be granted when more than half of the working days in any month have been worked; 3/4 absence days

Article IV -- Absence Pay and Days of Absence, continued

shall be granted when fewer than half of the working days have been worked; no absence days shall be granted for less than one week of work.

4. Less than eight (8) hour employees shall be granted absence days in proportion to their normal work day.
5. Employees absent from duty at the beginning of the work year shall have available for use those unused absence days accumulated from previous years and shall be granted their annual allowance one (1) week after returning to work, except that they will be reimbursed for deductions due to approved absence (up to their annual allowance) and be granted the balance of the absence days for the remainder of the year.

B. Absence Accumulation

1. Each employee shall be entitled to an unlimited accumulation of the unused portion of each year's absence days which shall be available for use in the future.
2. Employees returning to work following a layoff shall have retained any accumulated absence days effective at the time the layoff occurred.
3. In the event of death only, the employee's beneficiary shall receive payment for fifty percent (50%) of the unused accumulated absence days at the salary rate paid the employee at the time of death except that such payment shall not exceed fifty (50) days.

C. Use of Absence Days

1. Absence with pay chargeable against an employee's allowance shall be granted for:

Article IV -- Absence Pay and Days of Absence, continued

- a. Personal illness or personal injury,
 - b. Time necessary for the conduct of personal affairs which cannot be handled outside work hours.
2. The superintendent or his delegated authority shall determine the merits of all requests for use of personal affairs absence days. The Board of Education intends that a just and broad interpretation be made of those events that necessitate absence. The employee must recognize that he has an obligation to report for work and perform his duties. Further, the employee must recognize that absence days are not to be abused. The union recognizes that abusing the right of absence days is unethical and not condoned. Requests for use of personal affairs absences shall be made in writing at least three (3) days prior to the absence whenever possible. The request shall be submitted to the administrative supervisor. It will be the responsibility of the administrator to advise the employee of either approval or disapproval of the request one (1) day prior to the absence.
3. Absence shall be charged as follows:
- a. For a full day of absence, a full day shall be deducted from the employee's accumulation.
 - b. For twelve (12) month employees, a partial day of absence shall result in a partial day being deducted from the employee's accumulation (to the nearest quarter [1/4] day).
 - c. For less than twelve (12) month employees, a partial day of absence

Article IV -- Absence Pay and Days of Absence, continued

shall result in a partial day being deducted from the employee's accumulation (to the nearest quarter [1/4] hour).

4. An employee using absence days due to personal illness during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day nor will he be charged for a day of absence.
5. Employees who have exhausted their absence days and are not able to return to work may use any vacation credits available to that employee.
6. An employee who, while on vacation, is hospitalized or confined under doctor's care may use either his absence or vacation days.

D. Return to work following absence

1. A physician's statement shall be furnished by the employee upon the employer's request as proof of illness or disability and/or evidence of ability to return to work. Physician is interpreted to mean a person licensed to practice medicine in this state.
2. For absence due to injury sustained on the job the following will apply:
 - a. For relatively minor injuries involving an absence of less than five (5) days, an employee shall report his return in person or by telephone and provide a physician's release upon request by the employer.
 - b. When an employee who has been hurt on the job and has been out of work for a period of five (5) days or more, and is released by

Article IV -- Absence Pay and Days of Absence, continued

the attending physician so as to return to work, then said employee shall have to notify the immediate supervisor in writing of this intention to return. Such notice must be supported by a report from the attending physician certifying that the employee is fully recovered. This notice shall be given as much in advance of the employee's intended return as is practicable.

Upon receipt of notice and physician's release, the employee shall, within five (5) days, be placed for immediate assignment to the first available position for which he is qualified and which is commensurate with that which would be held had the absence due to injury not intervened; if necessary to provide the opening, the employee with the least seniority holding such a position may be bumped. The provision for bumping shall terminate for any absence in excess of five (5) years.

E. Workmen's Compensation

The following shall apply to employees who qualify for Workmen's Compensation as specified by law:

1. For the first seven (7) days of absence, no absence days shall be deducted from the employee's accumulation.
2. For the remaining days of absence beyond seven (7) days, the Board will pay a supplement to Workmen's Compensation which shall be the difference between compensation payments and regular earnings based on a normal work week.

Article IV -- Absence Pay and Days of Absence, continued

3. Absence days shall be deducted from the employee's accumulation equal to the total supplement paid by the Board divided by the daily wage of the employee.
4. Supplement to compensation payments shall cease upon exhaustion of the employee's absence day accumulation.

F. Income Protection Insurance

1. Employees eligible to draw income protection insurance may use absence days to supplement insurance payments.
2. The supplement paid by the Board shall be deducted from the employee's absence accumulation as specified for Workmen's Compensation.
3. Supplement to insurance payments shall cease upon exhaustion of the employee's absence accumulation.

SECTION I - ARTICLE V

LEAVES OF ABSENCE

- A. Leave of absence without pay shall be granted any employee for the purpose of required military service. Re-instatement and re-employment of a veteran employee shall be consistent with applicable federal and state laws. Such employee must indicate a desire to return to employment not later than ninety (90) days following discharge from the service.
- B. Leaves of absence of up to one year without pay will be made available to employees upon proper application for:

Article V -- Leaves of Absence, continued

1. Extended personal illness upon submission of a doctor's statement indicating the need for such leave.
2. Illness or death in the immediate family.
3. Election to a union office.
4. In the event of pregnancy, the following shall apply:
 - a. An employee shall make known in writing to the employer, as soon as possible after medical confirmation, that such pregnancy exists. Notification shall be made through the administrative supervisor and shall include a statement from the attending physician verifying the pregnancy and giving an estimated date of birth.
 - b. The employee shall furnish periodic statements from the attending physician indicating the well-being of the employee and the ability to perform the work required of her job assignment. Such statements by the attending physician shall be provided at least monthly commencing not later than the fourth (4th) month of pregnancy.
 - c. The employee may be permitted to continue working only so long as the attending physician continues certification of her well-being and ability to perform the work required of her job assignment.
 - d. That the employee seeking to work beyond the fourth (4th) month of pregnancy provide a waiver of liability saving the Board of Education harmless from any claims of Workmen's Compensation

Article V -- Leaves of Absence, continued

or claims by the unborn child or the father resulting from injury related to the pregnancy.

- e. The employee shall request a leave of absence or termination in writing at least thirty (30) days prior to the starting date of such leave or termination, but not later than the fourth (4th) month of pregnancy. Approval of the starting date of such leave or termination shall be based on the absence record of the employee since the beginning of the pregnancy. Following the determination of such date, and should the absence record of the employee constitute a concern, then such starting date of leave be subject to review and adjustment.
 - f. On expiration of leave and prior to returning to work, the employee must provide a statement by the attending physician indicating readiness to return to full work assignment.
5. Others as recommended by the superintendent (excluding to seek employment elsewhere).
 6. Upon proper submission of the required information and where need is clearly demonstrated, it is the intent of the employer to grant such leave. The employer must show cause for a denial of a leave or of an extension of a leave.
- C. The employee shall notify the superintendent of schools, in writing, of his availability to return to employment at least sixty (60) days prior to the

Article V -- Leaves of Absence, continued

expiration of any leave of absence.

D. Upon receipt of notification of return from leave of absence, the employee shall be placed as follows:

1. Employee on approved leave of absence due to personal illness shall retain seniority in the position held at the time leave was granted for a period not to exceed three (3) years. Bumping shall occur.
2. Employee on approved leave of absence, other than personal illness and required military service, shall retain seniority in the position held at the time leave was granted for a period not to exceed one (1) year. Bumping shall occur.
3. Employee whose approved leave exceeds the times specified above, shall be placed for assignment to the first available position for which he is qualified and which is commensurate with that held at the time leave was granted except that bumping shall not occur to make such a position available.
4. In the event a position to which an employee is entitled no longer exists, then such employee will be placed in a position of like or similar status and wage held prior to approved leave.

E. Employee returning from an approved leave of absence shall retain his absence day accumulation.

F. A short term leave of absence may be granted without pay provided a written request is submitted not less than five (5) days in advance and receives administrative approval. (Five [5] days may be waived in

Article V -- Leaves of Absence, continued

emergency. Failure to request and/or receive administrative approval for such leave shall result in appropriate action.

- G. Employees absent from work due to jury duty shall receive the difference between compensation for jury duty and the regular wages for each day of jury service. An employee receiving notice to report for jury duty shall immediately report same to the administrative supervisor.

SECTION I - ARTICLE VI

GRIEVANCE PROCEDURE

- A. An employee or the union having a grievance or dispute resulting from an interpretation or application of this agreement or of the policies and procedures of the Board of Education or established work rules shall use the following procedure in pursuit of settlement. All time limits indicated are working days and are to be computed from the time the previous step was executed. At any point in the procedure where the employee or the union is satisfied with the results or action taken, the grievance shall be considered settled. Such satisfaction at any point shall be indicated by the employee or the union.

Step 1. Employee and shift steward shall have verbal discussion with director (or assistant director). Such discussion shall take place within ten (10) days of occurrence or knowledge of occurrence of such grievance or dispute. In the event the dispute is not settled at this time, the union steward shall inform the director that Step 1 has been completed. Such discussion shall

Article VI -- Grievance Procedure, continued

occur at the beginning and/or end of the shift and shall not exceed thirty (30) minutes per day.

Step 2. The union shall present the grievance in writing to the director through the shift steward within three (3) days. The grievance committee, steward and director shall meet on written grievance within five (5) days from date of receipt. Director shall reply to the union in writing within three (3) days. The union shall respond to director in writing within three (3) days expressing satisfaction or desire to proceed to the next step.

Step 3. The superintendent, grievance committee, employee, steward and director shall meet within five (5) days. The union may, if it so desires, add a representative of the parent union or organization at this step. The superintendent will give his decision to the union in writing within two (2) days. The employee or union will respond to the superintendent in writing within two (2) days expressing satisfaction or desire to proceed to the next step.

Step 4. The Board of Education, administration, union president, grievance committee, and employee shall review the grievance at the next regular or special meeting of the Board of Education. The union may, if it so desires, add a representative of the parent union organization at this step. Board of Education action to union in writing within five (5) days.

Step 5. Arbitration

Article VI -- Grievance Procedure, continued

In the event that a grievance cannot be resolved at Step 4 of the grievance procedure, then such grievance arising out of or relating to the interpretation or the application of this agreement may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's decision as final and binding upon them. Notification of intent to use arbitration must be filed in writing with the other party within thirty (30) days.

The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this agreement.

Each party will bear the full costs for its side of the arbitration and will pay for one-half of the costs of the arbitrator.

- B. The time limits indicated shall be observed by both union and administration. An extension of time may be granted to either party, but said extension shall shall not exceed two (2) days.
- C. The responsibility for calling meetings shall rest with the employer.
- D. The grievance committee shall consist of no more than three (3) employees.
- E. When the number of employees directly involved in presenting a grievance (the aggrieved) is more than one, the number of employees permitted to attend meetings during working hours for the presentation of such grievance shall be mutually agreed upon by the employer and the union.

SECTION I - ARTICLE VII

TRANSFER BECAUSE OF PHYSICAL LIMITATIONS

Any employee who, because of a physical condition, becomes unable to do his work, may be transferred to another job he is capable of doing by agreement between employer and union.

SECTION I - ARTICLE VIII

CALL TIME

Any employee called to work outside of his regularly scheduled work shift shall be paid a minimum of two (2) hours at time and one-half provided such call involves an extra trip from home to his place of employment.

SECTION I - ARTICLE IX

SENIORITY

- A. An employee's seniority shall be computed from the last day of hire with the Fitzgerald School District.
- B. When an employee transfers from one department to another, i. e., cafeteria to maintenance-custodial, then that employee shall retain seniority only as it applies to fringe benefits available in the department into which the transfer is made.

SECTION I - ARTICLE X

PROMOTIONS

- A. When administrative vacancies occur, employees having acceptable qualifications shall be given consideration. All such vacancies shall be posted.

Article X -- Promotions, continued

- B. Promotions in any job classification shall be made from within the ranks provided a qualified candidate is available. Such promotion shall be based on seniority, ability, initiative and performance. An employee, having served a three (3) month probationary period, shall be removed from probationary status to the new job classification salary rate or returned to the previous job classification after a minimum of twenty (20) days and another employee be given the opportunity for promotion.
- C. All vacancies and new positions shall be posted.

SECTION I - ARTICLE XI

PHYSICAL EXAMINATIONS

The employer shall indicate the doctor and/or clinic to which employees shall be referred for required physical examinations. Further, the employer shall specify the type of examination and shall reimburse the employee.

SECTION I - ARTICLE XII

USE OF SCHOOL FACILITIES

- A. The employer agrees to furnish suitable bulletin boards in convenient places in each school to be used by the union.
- B. The employer agrees that the union will be permitted the use of school facilities for regular and special business meetings of the union and for committee meetings on union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the

Article XII -- Use of School Facilities, continued

school district. The secretary of the local shall submit proper application forms with the coordinating secretary for the use of facilities.

- C. The employer agrees that the union shall have access to the inter-school mailing system for distribution of notices to be posted.

SECTION I - ARTICLE XIII

INSERVICE TRAINING AND TRAVEL EXPENSES

- A. The employer will reimburse employee for administratively approved outside inservice training school.
- B. The employer will pay the cost of chauffeur's license when such license is required to carry out an employee's job assignment.
- C. The employer shall reimburse the employee for administratively approved travel expenses. Mileage incurred by personal automobile shall be reimbursed at ten cents (10¢) per mile. Meals and lodging shall be for the actual expense involved.

SECTION I - ARTICLE XIV

SAFETY

The employer shall provide for the maintenance of safe working conditions and equipment consistent with Federal, State, and local regulations.

SECTION I - ARTICLE XV

WORK ASSIGNMENTS

Work assignments shall be formulated by the administrative supervisor who shall use a three (3) member advisory committee furnished by the union. Work

Article XV -- Work Assignments, continued

assignments will be considered regular and consistent. It is further understood that the employer will not change work assignments indiscriminately.

SECTION I - ARTICLE XVI

WORK RULES

- A. All future work rules shall be subject to mutual agreement before becoming effective.
- B. The employer agrees to negotiate all new work rules with the union.
- C. Changes in work rules shall not apply until they have been mutually agreed upon and shall be posted on bulletin boards for three (3) consecutive work days before becoming effective.
- D. Employees shall comply with all work rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and uniformly enforced.

SECTION I - ARTICLE XVII

RETIREMENT AGE AND BENEFITS

- A. Retirement age for all employees shall be sixty-five (65) except that an employee may continue and complete the work year in which age sixty-five (65) is attained. The work year shall be defined as July 1 to June 30.
- B. Upon *retirement an employee shall be granted an additional benefit in the amount of Forty-Five Dollars (\$45) for each year of service.

* Retirement shall be defined as an employee officially notifying the State Retirement Board of intent to retire from public school service.

SECTION I - ARTICLE XVIII

LONGEVITY

A. Employees shall receive additional hourly wage increases as follows:

	<u>1973-74</u>	<u>1974-75</u>
1. Beginning the fifth (5th) year-----	.10	.15
2. Beginning the tenth (10th) year -----	.20	.25
3. Beginning the fifteenth (15th) year -----	.30	.35
4. Beginning the twentieth (20th) year -----		.45

effective July 1, 1974.

B. Longevity payments shall begin with the first FULL pay period following the anniversary date of hiring which establishes eligibility.

SECTION I - ARTICLE XIX

TERMINATION OF EMPLOYMENT

A. Employees who wish to terminate employment shall furnish a notice two (2) weeks in advance of such termination date.

B. See "Vacations" for termination benefits.

SECTION I - ARTICLE XX

DISCIPLINARY ACTION

A. The employer shall have the right to invoke disciplinary action on any employee for failure to fulfill his responsibilities as an employee or for violation of this contract or work rules.

Further, a reprimand shall be given in a manner that will cause minimum of embarrassment before other employees or the public.

Article XX -- Disciplinary Action, continued

- B. Such disciplinary action may be a verbal or written reprimand, , demotion, temporary suspension, or permanent dismissal.
- C. During periods of suspension, an employee shall not accumulate absence or vacation days nor shall he receive any pay for holidays which occur during this period.
- D. The employer shall not discharge any employee without just cause. When the employer feels there is just cause for discharge, the employee involved shall first be suspended. The employee and union shall be notified in writing that the employee is suspended and is subject to discharge.
- E. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

SECTION I - ARTICLE XXI

GENERAL PROVISIONS

- A. All reference to employees in this agreement shall include both sexes and wherever the male gender is used, it shall be interpreted to include both male and female employees.
- B. The employer agrees not to interfere with the rights of employees to become members of the union and there shall be no discrimination, interference, restraint, coercion by the employer against any employee because of union membership or because of any employee activity in an official capacity on behalf of the union.
- C. The employer agrees that during working hours on the employer's premises

Article XXI -- General Provisions, continued

and without loss of pay, local union representatives shall be permitted to:

1. Attend meetings scheduled by the employer. The number of employees permitted during working hours shall be mutually agreed upon by the employer and the union.
 2. Building stewards consult with employees as provided in Step 1 of the grievance procedure.
 3. Transmit communications on behalf of the union to the employer.
- D. Accredited representatives of the American Federation of State, County, and Municipal Employees shall have the right to visit the premises for the purpose of conducting union business only after having made arrangements for such visitations with the superintendent of schools.
- E. The negotiating representatives agree to meet at least twice a year to discuss the administration of this agreement. Either party may express concerns and any non-economic item may be reopened by mutual agreement. Any resulting change must be ratified by the Board and the union before becoming effective.
- F. Absence days, with pay and not chargeable to an employee's allowance, shall be provided for attendance at or participation in council or international meetings of the union. The total allowance for the local shall not exceed five (5) days per year. Arrangements for the use of such days shall be made in advance.
- G. Employees shall be given the opportunity to participate in the annual recommendation procedure. Complete details to be formulated by the

Article XXI -- General Provisions, continued

administrative supervisor. All recommendations shall be considered advisory and the employer reserves the right to accept, modify or reject such recommendations.

- H. The president of Local 1305, AFSCME, shall be given released time the equivalent of one-half (1/2) hour per day for the purpose of conducting union affairs. The scheduling of this released time shall be mutually agreed upon by the president of Local 1305 and the director of buildings and grounds.
- I. The Board of Education agrees to furnish Local 1305 space in which to locate a union office -- the location to be mutually agreed upon. It is further understood that the local will be responsible for any and all telephone expenses.

SECTION I - ARTICLE XXII

COST OF LIVING

For the second year of this agreement (July 1, 1974 through June 30, 1975) an amount of money will be applied to improve the schedule of wages and pay the costs of new benefits specified in Article XVIII - Section I. This amount of money to be determined as follows:

The total cost for all members of the bargaining unit computed on the same basis as in the first year of this agreement, times the increase in the Cost of Living Index for the Detroit Metropolitan Area, as published by the United States Bureau of Labor Statistics, for the period July 1, 1973 through June 30, 1974, except that such increase shall not be less than four percent (4%) nor more than five percent (5%).

Article XXII -- Cost of Living, continued

The cost of the new benefits specified above shall first be deducted from the monies available, with the balance applied to the schedule of wages on a "percentage" basis. Additional details for computation and distribution are contained in a letter of understanding dated October 10, 1973.

SECTION I - ARTICLE XXIII

TERMINATION

This agreement shall be effective as of the 1st day of July, 1973 and shall remain in full force and effect until the 30th day of June, 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION II

CAFETERIA EMPLOYEES

SECTION II - ARTICLE I

HOURS OF EMPLOYMENT

- A. The regular hours of work for full-time eight (8) hour employees each day shall be eight (8) consecutive hours except for an interruption for a thirty (30) minute lunch period. By mutual consent of the employer and employee, an exception may be made of this condition.
- B. The normal work week shall consist of five (5) consecutive work days, Monday through Friday, providing school is in session and lunches are being served.
- C. The hours of employment for less than eight (8) hour employees shall be consecutive, regular and consistent with provisions for a thirty (30) minute lunch period.
- D. The work shift schedule shall be established by the employer at the beginning of the school year. Such schedule shall be posted and distributed to employees for insertion as an appendix to the contract.
- E. Work shift schedules shall be regular and consistent; the employer will not change hours indiscriminately. However, it is understood that the employer may be required to change starting times to meet the needs of the educational program.

SECTION II - ARTICLE II

REST PERIOD

All eight (8) hour employees shall be granted two fifteen (15) minute rest periods per shift. Less than eight (8) hour employees shall be granted one

Article II -- Rest Period, continued

fifteen (15) minute rest period per shift.

SECTION II - ARTICLE III

LUNCH PERIOD

- A. All employees shall be granted a thirty (30) minute lunch period which shall occur as near the middle of the work day as possible. Employees who exceed the thirty (30) minute lunch period will be subject to disciplinary action which may result in pay deduction for all time in excess of thirty (30) minutes. Such lunch period will not interfere with the serving of lunches.
- B. If an emergency circumstance exists where the employer asks the employee to work and he does not receive a thirty (30) minute lunch period, he shall be reimbursed for this time.

SECTION II - ARTICLE IV

HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be recognized and observed as paid holidays regardless of what day of the week they shall occur.
1. Labor Day
 2. Thanksgiving Day
 3. Friday after Thanksgiving
 4. December 24
 5. Christmas Day

Article IV -- Holidays and Holiday Pay, continued

6. December 31
 7. New Year's Day
 8. Memorial Day
- B. When Memorial Day falls on Tuesday, the Monday before shall be granted as an additional day off with pay.
- C. When Memorial Day falls on a Thursday, the next day (Friday) shall be granted as an additional day off with pay.
- D. Exceptions to the granting of days off for the above holidays will be made when it interferes with the operation of the school as determined by the employer.
- E. When an employee is required to work on any of the holidays indicated above, he shall receive double time in addition to holiday pay.

SECTION II - ARTICLE V

PAY INFORMATION

- A. All pay for regularly scheduled work shall be based upon a forty (40) hour week.
- B. Pay for work over eight (8) hours per day, forty (40) hours per week, all banquet, Saturdays and Sundays shall be at the rate of time and one-half.
- C. Absence from work approved under the absence pay plan and holidays will count toward the forty (40) hour regular work week.
- D. Less than eight (8) hour employees - work over regular work day such as all banquet preparation, Saturdays and Sundays and work requiring a second

Article V -- Pay Information, continued

trip to school, shall be at the rate of time and one-half.

- E. Pay periods shall be of two (2) weeks duration with checks being issued every other Friday throughout the school year. An occasional exception will create the need for a one (1) week pay period.
- F. Provisions will be made for all deductions required by law, those approved by the Board of Education, or as otherwise stated in this agreement.
- G. Any employee who is scheduled to report for work and who presents himself for work as scheduled and the assignment has been cancelled without the employee being notified before he reports for such assignment, shall be paid for two (2) hours reporting time.
- H. United States Government Savings Bonds

Each employee will be eligible to receive a Government Savings Bond as part of their compensation at the close of each work year of this agreement subject to the following conditions:

1. Employees working one-half (1/2) or more of their scheduled work year shall receive one (1) Fifty Dollar (\$50) Savings Bond (purchase price \$37.50).
2. Employees working less than one-half (1/2) of their scheduled work year shall receive one (1) Twenty-Five Dollar (\$25) Savings Bond (purchase price \$18.75).

SECTION II - ARTICLE VI

OVERTIME

- A. Each offer of overtime work shall be recorded and contribute to the total

Article VI -- Overtime, continued

for that employee.

- B. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.
- C. A current cumulative record of overtime work charged to each employee shall be posted on the department bulletin board.
Such distribution shall be equalized over the work year.
- D. For eight (8) hour employees, overtime shall be distributed equally for employees working within the same job classification over the work year.
- E. For less than eight (8) hour employees, overtime shall be distributed equally over the work year.

SECTION II - ARTICLE VII

TEMPORARY TRANSFER

- A. When an employee of the cafeteria department is assigned to a job classification on a temporary basis, they shall be paid the wage of the permanent or temporary assignment, whichever is greater.
- B. Experience gained during temporary transfer shall not be used to gain an advantage when candidates are evaluated for promotion to any job classification. However, such experience may be used to determine placement on the wage scale once an appointment has been made.
- C. When an employee of the cafeteria department is assigned to a temporary classification, they shall receive vacation and holiday benefits available in the new classification. These benefits shall be prorated to the number of hours worked.

Article VII -- Temporary Transfer, continued

- D. Transfer resulting from the absence of an employee will be filled by the director of cafeterias, with due consideration being given to seniority and ability.
- E. In the event the vacancy exceeds fifteen (15) days, and it is obvious that the absence will be prolonged, the position shall be posted and treated as a temporary promotion.

SECTION II - ARTICLE VII

TEMPORARY TRANSFER

SECTION II - ARTICLE VIII

SCHEDULE OF WAGES

Hourly Wage Schedule, Cafeteria, 1973-74

Classification	Probation up to 90 days	Three to six months	Six to nine months	Maximum after 9 months
A Cook, A Baker	3.69	3.78	3.86	3.96
B Cook, B Baker	3.46	3.54	3.62	3.71
A Kitchen Help	3.28	3.36	3.43	3.52
High School Cashier	3.22	3.29	3.37	3.44
Elementary Manager	3.10	3.17	3.24	3.31
Class B Misc. Help	2.97	3.03	3.09	3.17

Hourly Wage Schedule, Cafeteria, 1974-75 -- SEE SECTION I - ARTICLE XXII

Classification	Probation up to 90 days	Three to six months	Six to nine months	Maximum after 9 months
A Cook, A Baker				
B Cook, B Baker				
A Kitchen Help				
High School Cashier				
Elementary Manager				
Class B Misc. Help				

NOTE: When an employee is promoted to the next higher job classification, it is intended that there shall be no loss in earnings. To accomplish this, an employee would retain the same hourly rate of the previous classification until the progression through the new job indicates that an increase in pay is due on the wage schedule.

SECTION II - ARTICLE IX

LAYOFF AND RECALL

- A. When the work force is reduced, all employees whose jobs have been eliminated shall be eligible to bump in the same or a lower classification according to seniority except that the employee may not bump into a higher wage category.
- B. All subsequent bumping shall follow the same rule, bump in the same or lower classification.
- C. In order to determine eligibility for bumping as described in A and B consideration will be given to seniority and ability to perform the functions of the new job classification.
- D. Any employee who bumps into a new classification as outlined above shall serve a ninety (90) day probationary period and be paid the rate in the new job according to seniority. If at any time during the probationary period the director feels the employee has not performed satisfactorily the director shall recommend to the superintendent removal of the employee from that classification. The employee then has the right to bump again in the same or lower classification and repeat this procedure.

CLASSIFICATION

A Cook

A Baker

B Cook

B Baker

Article IX -- Layoff and Recall, continued**A Kitchen Help****High School Cashier****Elementary Manager****Class B Misc. Help****SECTION II - ARTICLE X****INSURANCE BENEFITS**

- A. The employer shall provide and pay premiums for an income protection plan which shall become effective January 1, 1970 and shall include:**
- 1. Fifteen (15) calendar day waiting period.**
 - 2. Twelve (12) month coverage.**
 - 3. Weekly benefits in the amount of:**
 - a. 8 hour employees -- \$75.00 per week**
 - b. 4 hour employees -- 30.00 per week**
 - c. 3 hour employees -- 22.50 per week**
 - 4. Benefits paid during period of disability but not to exceed fifty-two (52) weeks.**
- B. The employer shall provide and pay the full costs of the Blue Cross-Blue Shield Master Medical coverage for all full-time employees. Those employees working less than eight (8) hours shall receive this benefit on a prorated basis.**
- C. The employer shall provide group term life insurance in the amount of \$4,000 with an additional \$4,000 accidental death and dismemberment for all eight (8) hour employees. Less than eight (8) hour employees shall receive this benefit on a prorated basis.**

Article X -- Insurance Benefits, continued

- D. Insurance benefits shall expire when the employee has run out of absence days except that insurance premiums will be paid by the employer at the rate of one additional month for each year of service.

SECTION II - ARTICLE XI

UNIFORMS

- A. All employees shall be reimbursed for the purchase of uniforms (including shoes and slippers) in an amount not to exceed Forty Dollars (\$40) per year.
- B. Uniforms are to be purchased by the employee between July 1 and October 1 of each year.
- C. Receipts must be furnished the employer by October 1, and reimbursement will be made on or about October 15.

SECTION II - ARTICLE XII

SUBSTITUTES

- A. When a cafeteria employee is absent for any reason, a substitute will be used. Exceptions may occur when it is mutually agreed between the director of cafeteria and union steward that it is not necessary to provide a substitute.
- B. Less than eight (8) hour employees shall be given first opportunity to substitute in the event they are available.

SECTION II - ARTICLE XIII

VACATIONS

- A. Vacations shall be granted to cafeteria employees based on length of service

Article XIII -- Vacations, continued

and length of the normal work day as follows:

	<u>1 to 5 years</u>	<u>5 years or more</u>	<u>16 years or more</u>
8 hour employees	58 hours	86 hours	115 hours
4 hour employees	29 hours	43 hours	58 hours
3 hour employees	22 hours	32 hours	43 hours

- B. Employees working less than one (1) year shall receive vacation benefits on a prorated basis.
- C. Employees shall be granted vacation days for periods of regular employment. Regular employment shall include absence due to personal injury or illness and personal affairs. Vacation days shall not be granted while on leave of absence without pay or beyond the time when absence days are available.
- D. For the purpose of computing vacation days, an employee must be employed during one-half or more of a month.
- E. Upon proper notification of termination of employment, an employee shall be paid his accumulated vacation benefits.

SECTION II - ARTICLE XIV

CONTRACTING AND SUBCONTRACTING OF WORK

The employer agrees not to contract out any work normally performed by the work force as long as qualified employees are available and the necessary equipment is owned by and available to the school district. An advisory committee furnished by the union shall be used by the employer before a final decision is made.

SECTION III

MAINTENANCE-CUSTODIAL EMPLOYEES

SECTION III - ARTICLE I

HOURS OF EMPLOYMENT

- A. The regular hours of work for full-time eight (8) hour employees each day shall be eight (8) consecutive hours except for an interruption for a thirty (30) minute lunch period. By mutual consent of the employer and employee, an exception may be made of this condition.
- B. The work week shall consist of five (5) consecutive work days, Monday through Friday.
- C. The work shift schedule established by the employer shall be as follows:
1. The first shift is any shift that regularly starts at/or between 7:00 a. m. and 8:00 a. m.
 2. The second shift is any shift that starts at/or between 3:30 p. m. and 4:30 p. m.
 3. The third work shift is any shift that regularly starts at 11:30 p. m. Shift schedules shall be regular and consistent; the employer will not change hours indiscriminately.

It is understood that there are other special jobs that require starting times other than those listed.

It is further understood the employer may be required to change starting times to meet the demands of the educational program. The employer may make starting time changes during periods when school is not in session by majority consent of the employees affected. It is understood that when the majority of employees request a change of starting times, all employees may be required by the employer to start at the time

Article I -- Hours of Employment, continued

requested.

Employees whose work assignments change when school is not in session shall follow the shift schedule of the job assignment which they are given.

- D. When a situation arises whereby the employer changes an employee's hours and two or more of his hours enter in a different shift, he shall be paid the differential for that shift of the highest rate.
- E. Short-hour bus drivers shall be an exception to the conditions set forth in Items A through D. Their hours of employment will be subject to school being in session and children being transported.

SECTION III - ARTICLE II

COFFEE PERIOD

Employee work schedules shall provide for one fifteen (15) minute work interruption during each shift, provided the shift is not less than four(4) consecutive hours duration. The period shall be scheduled near the middle of the first half of the shift whenever possible. Further, employees whose work interruption exceeds fifteen (15) minutes shall be subject to disciplinary action which may result in pay deduction for all time in excess of fifteen (15) minutes.

SECTION III - ARTICLE III

LUNCH PERIOD

- A. All eight (8) hour employees shall be granted a thirty (30) minute lunch period which shall occur as near the middle of the work day as possible.
- Employees who exceed the thirty (30) minute lunch period will be subject

Article III -- Lunch Period, continued

to disciplinary action which may result in pay deduction for all time in excess of thirty (30) minutes. Lunch periods shall be uninterrupted except in cases of emergency.

- B. If an emergency circumstance exists where the employer asks the employee to work and he does not receive a thirty (30) minute lunch period, he shall be reimbursed for this time.

SECTION III - ARTICLE IV

HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be recognized and observed as paid holidays:

1. Independence Day - July 4
2. Labor Day
3. Thanksgiving Day
4. December 24
5. Christmas Day
6. December 31
7. New Year's Day
8. Good Friday
9. Memorial Day

- B. When July 4, December 24, Christmas Day, December 31, New Year's Day, or Memorial Day occur on a Saturday or Sunday, one day off will be granted during the regular work week. Normally this day will be the Friday before or the Monday after the holiday as determined by the employer.

- C. When July 4 or Memorial Day fall on Tuesday, the Monday before shall be

Article IV -- Holidays and Holiday Pay, continued

granted as an additional day off with pay.

- D. When July 4, Thanksgiving Day, Christmas Day, New Year's Day, or Memorial Day fall on a Thursday, the next day (Friday) shall be granted as an additional day off with pay.
- E. When any approved holiday falls during an approved vacation, it shall be added to the employee's vacation time.
- F. Exceptions to the granting of days off for the above holidays will be made when it interferes with the operation of the school as determined by the employer.
- G. When an employee is required to work on any of the holidays indicated above, he shall receive double time in addition to holiday pay. The employee may request time off in lieu of pay for working holidays and such time shall be two hours off for each hour worked. The decision to grant such time off in lieu of pay shall be determined by the employer.
- H. Less than eight (8) hour employees shall receive holiday benefits as follows:
1. The holiday must occur during their normal work year.
 2. The holiday pay shall be prorated according to their normal work day.
- The normal work year for short-hour employees shall be those weeks between the opening of school in September and the completion of the year in June. An exception or extension may occur when a short-hour employee is scheduled to work during the summer.

SECTION III - ARTICLE V

PAY INFORMATION

- A. All pay for regularly scheduled work shall be based upon a forty (40) hour week.
- B. Pay for work over eight (8) hours per day, forty (40) hours per week, Saturdays, Sundays, and regular holidays shall be at the rate of time and one-half regular pay. Pay for work performed on a holiday shall be at double time as specified in the preceding article.
- C. Absence from work approved under the absence pay plan, vacations, or holidays will count toward the forty (40) hour regular work week.
- D. Pay for painting or working on flag or light poles where climbing is required and for cleaning furnace breeching shall be at double the regular pay.
- E. Pay differential shall be granted at the rate of ten (10) cents per hour for the second shift and fifteen (15) cents per hour for the third shift.
- F. Pay periods shall be of two (2) weeks duration with checks being issued every other Friday throughout the school year. An occasional exception will create the need for a one (1) week pay period.
- G. Provisions will be made for all deductions required by law, those approved by the Board of Education, or as otherwise stated in this agreement.
- H. Any employee who is scheduled to report for work and who presents himself for work as scheduled, and the assignment has been cancelled without the employee being notified before he reports for such assignment, shall be paid for two (2) hours reporting time.

Article V -- Pay Information, continued

I. United States Government Savings Bonds

Each employee will be eligible to receive a Government Savings Bond as part of their compensation at the close of each work year of this agreement subject to the following conditions:

1. Employees working one-half (1/2) or more of their scheduled work year shall receive one (1) Fifty Dollar (\$50) Savings Bond (purchase price \$37.50).
2. Employees working less than one-half (1/2) of their scheduled work year shall receive one (1) Twenty-Five Dollar (\$25) Savings Bond (purchase price \$18.75).

SECTION III - ARTICLE VI

OVERTIME

- A. Each offer of overtime work shall be recorded and contribute to the total for that employee.
- B. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.
- C. A current cumulative record of overtime work charged to each employee shall be posted on the department bulletin board.
- D. Overtime work shall be distributed equally to employees working within the same job classification. Such distribution shall be equalized over the work year.
- E. Provisions for overtime pay or compensatory time off for working holidays is defined in Section III, Article IV, "Holidays and Holiday Pay."

Article VI -- Overtime, continued

- F. Overtime in the area of driving bus shall first be offered to eight (8) hour bus drivers and then to short-hour drivers.
- G. Approved overtime in the mechanical, structural or head groundskeeper sections shall be available first to the affected section, second to others in these three sections by seniority and third to other members of the maintenance-custodial department by seniority.

SECTION III - ARTICLE VII

SCHEDULE OF WAGES

Hourly Wage Schedule, Maintenance and Custodial, 1973-74, 1974-75

Classification	Prob. 90 da.	1973-74		Prob. 90 da.	1974-75	
		3-9 mo.	max.		3-9 mo.	max.
Mech. Maint. Leader	6.24	6.34	6.44			
Struct. Maint. Leader	6.24	6.34	6.44			
Mech. Maint. Journeyman (see app. sched.)	6.19					
Struct. Maint. Journeyman (see app. sched.)	6.08					
Mech. Maint. App.	5.04 (see app. sched.)					
Struct. Maint. App.	5.04(see app. sched.)			SEE SECTION I -		
A-V Set -up and Repair	6.22	6.31	6.39	ARTICLE XXII		
Bus Mechanic	6.02	6.11	6.19			
Stock Coordinator (see non-app. sched.)	6.08					
Stock Clerk	4.93(see non-app. sched.)					
Head Groundskeeper (see non-app. sched.)	6.08					
Groundskeeper	4.93(see non-app. sched.)					
Building Chairman						
Senior High Night	5.06	5.23	5.39			
Junior High Night	4.94	5.02	5.10			
Junior High Day	4.89	4.96	5.05			
Elem. Night	4.83	4.90	4.99			
Elem. Day	4.77	4.85	4.93			
Bus Driver	4.77	4.85	4.93			
Utility Driver	4.82	4.88	4.93			
Custodian I	4.44	4.59	4.76			
Custodian II	4.11	4.27	4.44			

Article VII -- Schedule of Wages, continued

Classification	1973-74			1974-75		
	Prob. 90 da.	3-9 mo.	max.	Prob. 90 da.	3-9 mo.	max.
Short-Hour Bus Driver	4.11	4.27	4.44			
Pressroom Leader	6.24	6.34	6.44			
Pressman	6.02	6.11	6.19			
	Prob. 90 da.	3-9 mo.	9-15 mo.	15-24 mo.	24-36 mo.	36-48 mo.
Pressman-Trainee	4.11	4.28	4.62	4.86	5.52	6.19

SECTION III - ARTICLE VIII

JOB DESCRIPTIONS AND CLASSIFICATIONS

A. Although detailed job classifications and descriptions are not a part of this master contract, existing job classifications and descriptions shall continue to be in effect. Further, any changes during the life of this contract shall be mutually agreed upon by the employer and the union.

B. Brief job descriptions and classifications are:

1. Maintenance and Pressroom Leaders

Leaders will be able to perform any and all types of work in the respective trades under their jurisdiction.

2. Maintenance Journeyman

A journeyman in any trade area will be able to perform operational services required of his trade with a minimum of direct supervision.

3. Maintenance Apprentice

A maintenance apprentice will have a basic knowledge required of his trade

Article VIII -- Job Descriptions and Classifications, continued

and be able to perform under direct supervision.

4. Auditorium-Audiovisual Set-Up and Repairman

An auditorium-audiovisual set-up and repairman will be able to perform operational services required of his job with a minimum of supervision.

5. Bus Mechanic

A bus mechanic will be able to perform operational services required of his job with a minimum of direct supervision.

6. Stock Coordinator

The stock coordinator will be able to perform any of the duties involving shipping, receiving, and distribution of materials and be able to perform these duties with a minimum of direct supervision.

7. Stock Clerk

The stock clerk will have a basic knowledge of his job and be able to perform under direct supervision.

8. Head Groundskeeper

The head groundskeeper will be able to perform the operational services required of his job with a minimum of direct supervision.

9. Groundskeeper

The groundskeeper will have a basic knowledge of his job and be able to perform under direct supervision.

10. Building Chairman

A building chairman will have knowledge of and be able to perform all types of custodial repair and operational services required of the

Article VIII -- Job Descriptions and Classifications, continued

custodians under his jurisdiction.

11. Custodian I

A custodian I will have the ability to perform, under supervision, all types of custodial repair and services required in his building(s).

12. Custodian II

A custodian II will have the ability to perform, under supervision, all general housekeeping services required in his building(s).

13. Bus Driver

A bus driver will have the necessary knowledge and ability to perform such services required within the school transportation program, plus various custodial duties assigned.

14. Utility Driver

A utility driver will be able to perform, under minimum supervision, assigned duties.

15. Short-Hour Bus Driver

A short-hour bus driver will have the necessary knowledge and ability to perform such services required within the school transportation program.

SECTION III - ARTICLE IX

LAYOFF AND RECALL

- A. When the work force is reduced, all employees whose jobs have been eliminated shall be eligible to bump in the same or a lower classification

Article IX -- Layoff and Recall, continued

according to seniority except that the employee may not bump into a higher wage category.

- B. All subsequent bumping shall follow the same rule, bump in the same or lower classification.
- C. In order to determine eligibility for bumping as described in A and B, consideration will be given to seniority and the ability to perform the functions of the new job classification.
- D. Any employee who bumps into a new classification as outlined above shall serve a ninety (90) day probationary period and be paid the rate in the new job according to his seniority. If at any time during the probationary period the director feels the employee has not performed satisfactorily the director shall recommend to the superintendent removal of the employee from that classification. The employee then has the right to bump again in the same or lower classification and repeat this procedure.

SECTION III - ARTICLE X

INSURANCE BENEFITS

- A. The employer shall provide and pay the premiums for an income protection plan for all full-time employees. Less than eight (8) hour employees shall receive this benefit on a prorated basis.
- B. The employer shall provide and pay the full costs of the Blue Cross-Blue Shield Master Medical coverage for all full-time employees. In addition, effective July 1, 1972, the Board shall make available and pay the premium

Article X -- Insurance Benefits, continued

for prescription drug \$1.25 co-pay rider. Those employees working less than eight (8) hours shall receive this benefit on a prorated basis.

- C. The employer shall provide group term life insurance in the amount of \$8,000 with additional \$8,000 accidental death and dismemberment benefit for all full-time employees. Those employees working less than eight (8) hours shall receive this benefit on a prorated basis.
- D. Insurance benefits provided in Items A, B, and C, shall expire when the employee has run out of absence days except that insurance premiums will be paid by the employer at the rate of one additional month for each year of service.
- E. The employer shall provide and pay the premiums for a long-term disability insurance plan effective January 1, 1970 to include:
 - 1. Benefits following 365 days of continuous disability,
 - 2. Benefits up to 50% of monthly earnings not to exceed \$1,000 per month,
 - 3. Benefits to continue in case of accident to age 65 and in case of sickness, five (5) years,
 - 4. Combined benefits, including absence pay, social security, Workmen's Compensation, and income protection shall not exceed 50% regular earnings.

SECTION III - ARTICLE XI

UNIFORMS

- A. All employees shall be given three (3) uniforms per year - maintenance shall

Article XI -- Uniforms, continued

be given three (3) uniforms or four (4) coverall type uniforms, whichever they choose.

- B. All eight (8) hour drivers shall be furnished a jacket every two (2) years.
- C. All employees shall be responsible for the laundering and upkeep of uniforms and shall maintain a neat personal appearance.
- D. Uniforms shall be issued once annually during the month of August only.

SECTION III - ARTICLE XII

SUBSTITUTES

- A. When an employee is off the job for any reason and the employer deems it necessary to cover the job assignment, a substitute shall be used.
- B. In the event a satisfactory substitute is not available, regular employees may be used to perform the work.

SECTION III - ARTICLE XIII

VACATIONS

- A. An employee shall be granted vacation with pay subject to the following conditions and such vacation shall be computed on July 1 of each year:
 - 1. Up to five (5) years, ten (10) days of vacation shall be granted for continuous service during the previous year.
 - 2. For five (5) years or more, fifteen (15) days of vacation shall be granted for continuous service during the previous year.
 - 3. For sixteen (16) years or more, twenty (20) days of vacation shall be granted for continuous service during the previous year.

Article XIII -- Vacations, continued

4. For employees working less than twelve (12) months during the first year of employment, 5/6 of a day of vacation shall be granted for all months where a majority of working days has been worked.
- B. Should an emergency arise and the employee is requested to work during or instead of a vacation, he shall receive regular straight time pay for unused vacation days earned in addition to his regular wages.
- C. Employees, during their 5th and 16th year of employment, shall receive their vacation benefit on a prorated basis as follows:

<u>Years and Months Service</u> as of June 30		<u>Vacation Days</u>
4 years	0 months	10
4 years	1 month	10 1/2
4 years	2 months	11
4 years	3 months	11 1/2
4 years	4 months	11 1/2
4 years	5 months	12
4 years	6 months	12 1/2
4 years	7 months	13
4 years	8 months	13 1/2
4 years	9 months	14
4 years	10 months	14
4 years	11 months	14 1/2
5 years	0 months	15
15 years	0 months	15
15 years	1 month	15 1/2
15 years	2 months	16
15 years	3 months	16 1/2
15 years	4 months	16 1/2
15 years	5 months	17
15 years	6 months	17 1/2
15 years	7 months	18
15 years	8 months	18 1/2
15 years	9 months	19
15 years	10 months	19
15 years	11 months	19 1/2
16 years	0 months	20

Article XIII -- Vacations, continued

- D. All vacations will normally be taken between June 15 and August 15.

Vacations may be taken at other times through mutual agreement of the employer and employee provided that it does not affect the normal operation or the hiring of a substitute. The director shall circulate a request among employees regarding their choice of vacation dates which shall be returned no later than April 15. Failure of any employee to respond may result in his being assigned vacation dates arbitrarily. However, under extenuating circumstances, an employee may request a revision of his stipulated vacation period which may be adjusted by mutual consent.

- E. Employees shall be granted vacation days for periods of regular employment. Regular employment shall include absence due to personal injury or illness and personal affairs. Vacation days shall not be granted while on leave of absence without pay or beyond the time when absence days are available.

- F. For the purpose of computing vacation days, an employee must be employed during one-half or more of a month.

- G. See "Holidays" for reference to holidays which occur during vacations.

- H. Less than eight (8) hour employees shall be granted vacation benefits on a prorated basis.

- I. Upon proper notification of termination of employment, an employee shall be paid his accumulated vacation benefits.

SECTION III - ARTICLE XIV

CONTRACTING AND SUBCONTRACTING OF WORK

The employer agrees not to contract out any work normally performed by its work force as long as qualified employees are available and the necessary equipment is owned by and available to the school district. An advisory committee furnished by the union shall be used by the employer before a final decision is made.

SECTION III - ARTICLE XV

TOOLS

- A. The employer shall furnish all necessary tools and equipment for the performance of regular duties, including custodians.
- B. Each employee shall be responsible for the care and maintenance of all tools to which he has been assigned.
- C. The employer agrees to provide suitable storage for tools including necessary lockers and locks.

SECTION III - ARTICLE XVI

TRANSFERS - TEMPORARY

- A. When an employee of the maintenance-custodial department is assigned to a job classification on a temporary basis, he shall be paid the wage of the permanent or temporary assignment, whichever is greater.
- B. Experience gained during temporary transfer shall not be used to gain an advantage when candidates are evaluated for promotion to any job.

Article XVI -- Transfers-Temporary, continued

classification. However, such experience may be used to determine placement on the wage scale once an appointment has been made.

- C. An employee transferred to the mechanical or structural maintenance sections shall be paid at a rate equal to Step 3 of the appropriate apprenticeship wage schedule.

In witness whereof, the parties hereto have set forth their hands this

4th day of October, 1973.

LOCAL 1305

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