

6-30-74

1971-74 CONTRACT AGREEMENT  
BETWEEN  
CLERICAL, TECHNICAL, PROFESSIONAL EMPLOYEES, LOCAL #417-O.P.E.I.U. - AFL-CIO  
AND CANADIAN LABOR CONGRESS  
AND  
THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF  
GARDEN CITY

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

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PREAMBLE

This Agreement between the Board of Education of the School District of the City of Garden City, Michigan engaged in education service to the community hereinafter referred to as the "Employer" and Local 417, Clerical, Technical and Professional Employees Union, AFL-CIO, hereinafter referred to as the "Union" for and in behalf of the employees now employed and hereinafter employed by the Employer within the unit of representation as hereinafter described and designated herein as the "Employees."

DECLARATION OF POLICY

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

The Union, employees, and the Employer recognize that "The Board of Education of the School District of the City of Garden City, Michigan is committed to a philosophy of educational service to the children of this community." It is further recognized by the parties that as a fundamental principle of public service, the general personnel policies, practices, and procedures are set forth in order to provide the best service possible and to eliminate the interruption of service by labor disputes or controversies.

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

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ARTICLE I

RECOGNITION OF UNION

A. The Board of Education of the School District of the City of Garden City recognizes the Union as the sole exclusive bargaining agent for all employees under the classification of Cafeteria Workers, Custodial Employees and Bus Drivers, in respect to wages, hours, and other terms and conditions of employment. The Employer further agrees it will not recognize, deal with, or enter into contractual relations, either written or oral, with any other labor organization in regard to wages, hours, or other terms and conditions of employment in behalf of any of its employees covered under the terms of this Agreement at any time during the term of this Agreement.

B. There shall be no discrimination at the time of employment against any prospective employee because of membership or non-membership in any labor organization and there shall be no discrimination against any employee by supervisors or any other person in the employ of the employer because of membership or non-membership in any labor organization.

C. The Employer and the Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or ancestry of any individual or because of the liability for service in the armed forces of the United States of any individual, or refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or terms, conditions or privileges of employment.

D. The Union agrees not to solicit membership or collect dues on the Employer's time, and the Employer will not permit any other group or union to solicit membership or collect dues on the Employer's time.

ARTICLE I  
RECOGNITION OF UNION - continued

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

## ARTICLE II

### UNION SECURITY

A. The Employer will deduct from the pay of each union member employee having signed a check-off authorization or assignment form, all union dues. All deductions shall be made during the first pay of each calendar month. All sums deducted shall be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the calendar month in which such deductions are made. The chairman of the bargaining committee shall forward the proper authorization forms to the Employer for all deductions to be made on the Friday preceeding the last day of the first pay period of the calendar month.

B. Employees of the school district shall not be eligible for membership nor be represented by the Union unless and until they shall have completed a minimum of thirty (30) working days of service and shall have satisfactorily completed the thirty (30) working day probationary period. Upon written notice to the Union prior to the 25th day of the original thirty (30) working day probationary period, the probationary period may be extended for an additional thirty (30) working days.

C. The Union will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the Union, plus any costs, including attorney's fees, incurred by the Board of Education in connection therewith.

#### Agency Provision

1. Any future employee who is not a union member and who does not make application for membership, shall, as a condition of employment, pay to the union each month a service fee to be put into the union general fund in an amount equal to the regular monthly dues, plus initiation fee.

ARTICLE II  
UNION SECURITY - continued

2. Present union and present non-union members and those voted out of membership by the union shall pay a service fee in an amount equal to the monthly dues into the union general fund.
3. Employees who fail to comply with these requirements in Section 1 or Section 2, shall be discharged by the employer within thirty (30) days after receipt of written notice to the employee and employer from the union.

ARTICLE III

NEGOTIATING COMMITTEE

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

B. ~~With~~in ninety (90) days, and not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice, the parties will begin negotiations for a new agreement for the following year or years covering wages, hours, and terms and conditions of employment of employees employed by the Board. Both parties by mutual agreement may begin negotiations for improvements of the present contract within 90 days of expiration of the second year of this contract.



ARTICLE IV

SENIORITY

A. Seniority is a preference of priority in regular and continuous length of service with definite rights qualifying employees who have completed service with the Employer. The purpose of seniority credit is to provide security on a regular and continuous length of service basis.

B. The relative seniority of employees hired on the same day shall be determined by drawing lots, the drawing to be conducted in the presence of a Union bargaining committeeman; such drawing to be held upon the date of employment and shall be the final determination of the Employees seniority standing.

C. Regular full-time employees - The date of hire of a regular full-time employee shall be the employee's date of seniority assuming that the probationary period is successfully completed. NOTE: Bus drivers employed on a regular basis working both A.M. and P.M. shall be considered "regular full-time employees".

D. Regular part-time employees - The date of hire as a regular part-time employee shall be the employee's date of seniority only for the purpose of determining eligibility to move to a full-time position, at which time the seniority date in "C" above would become effective.

ARTICLE V

HOURS OF WORK

A. Custodians

1. The standard work day shall not be more than eight (8) consecutive hours in any twenty-four (24) hour period.
2. The standard work week shall not be more than five (5) consecutive days in any seven (7) day period. The work week shall begin at 12:01 a.m. on Monday.
3. A custodian shall be paid time and one half for all work beyond eight (8) hours during a twenty-four (24) hour period and for work performed on Saturday or Sunday, provided he is paid for his scheduled shifts on the work day immediately preceding and the work day immediately subsequent.
4. Whenever a custodian has been scheduled or notified to report for work and is sent home due to no fault of his own, he shall receive one half of the scheduled pay for work scheduled, or be provided with some type of work of a reasonable similar nature for at least one half ( $\frac{1}{2}$ ) of his regularly scheduled hours.
5. Whenever a custodian, who for reasons beyond his control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at his regular hourly rate of pay.
6. Overtime shall be divided as evenly as possible among available custodians qualified to do the job. All refusals for overtime shall be charged to the custodian in the attempt to divide evenly said overtime. Overtime reports shall be published at least quarterly.
7. All custodians shall be paid for hours worked only, plus their holidays, vacation days, accumulated sick days, and compensatory days if earned.

ARTICLE V

HOURS OF WORK - continued

8. When work is performed on a holiday, the custodian shall be paid time and one half for all hours worked, plus the eight (8) hours holiday pay.

B. Bus Drivers

1. The standard work day shall not be more than eight (8) consecutive hours, in any twenty-four (24) hour period.
2. The standard work week shall be not more than five (5) consecutive days in any seven (7) day period. The work week shall begin at 12:01 a.m. on Monday.
3. A bus driver shall be paid time and one half for all work beyond eight (8) hours during a twenty-four (24) hour period and for work performed on Saturday or Sunday provided that he or she works his or her regular runs on the work day immediately preceding and the work day immediately subsequent.
4. Whenever a bus driver has been scheduled or notified to report for work and is sent home due to no fault of his or her own, he or she shall receive one half ( $\frac{1}{2}$ ) of his or her regularly scheduled hours.
5. Whenever a bus driver, who for reasons beyond his or her control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at his or her regular hourly rate of pay.
6. a. At the beginning of the school year, bus schedules will be posted and then filled on a seniority basis, ie., the driver with the most seniority will have first choice, the driver with the second most seniority will have second choice, etc., until all runs are filled. The stated time (hours driven, etc.)

ARTICLE V  
HOURS OF WORK - continued

of the runs posted will be a minimum number of hours and will not be decreased unless there is an emergency and appropriate discussion is held with the Union prior to reducing same.

- b. When a driver chooses a schedule, as listed in "a" above, that driver will fulfill the duties of that particular schedule for the balance of the school year. Exchange of schedules is prohibited unless a written request, signed by all parties involved, is submitted to the Director of Transportation and he approves said exchanges.
- c. Changes in assigned schedules, ie., increase of driving time, will be held to a minimum, and such changes will not result in re-posting of runs unless substantial increases are necessitated.
- d. Bus runs driven over and above the regularly assigned (day by day) schedules, shall be assigned on the basis of individual driver seniority.
  - (1) All refusals, for any reason whatsoever, except when offered with less than twenty-four (24) hours notice, will be charged against the total overtime hours when balancing hours.
  - (2) Unless directed by the administration, no disruption of regular schedules shall be made to accommodate long runs, etc.
  - (3) All overtime shall be divided as evenly as possible among all available, regularly employed drivers, except when regular drivers are unavailable for any reason, or scheduling prohibits using a regular driver. In these instances the Board will utilize the services of on-call drivers to fill such runs.

ARTICLE V  
HOURS OF WORK - continued

- (4) Overtime reports will be posted on a regular basis at least bi-monthly throughout the normal school year.
7. All bus drivers shall be paid for hours worked only, plus their holidays, vacation days, accumulated sick days, and compensatory days, if earned.
8. Drivers will be paid for the following categories of driving and related activities only:
- a. All daily scheduled runs
  - b. All field trips, athletic trips, etc.
  - c. All special runs
  - d. Waiting time, if authorized
  - e. Gas-up time, if required to remain with the bus
  - f. Report filing, notification of mechanic
  - g. While remaining with bus during a break-down or similar emergency
- Note: In any case where a driver makes more than one field trip, athletic run, etc., on the same day, they will be paid only for driving time including any of the points listed above.
9. When work is performed on a holiday, the bus driver shall be paid time and one half for all hours worked, plus eight (8) hours holiday pay.
10. All bus drivers will be paid on an hourly basis. When called in to make a special run(s) on Saturday or Sunday a bus driver will receive a minimum of two (2) hours pay.
11. Waiting time approved by the Director of Transportation will be paid. Waiting time between runs, one hour or less, will be paid for at the regular rate. All bus drivers will be paid on an hourly basis.

ARTICLE V  
HOURS OF WORK - continued

A driver shall be paid a minimum of two (2) hours for any day worked.

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

C. Cafeteria Workers

1. The standard work day shall not be more than eight (8) consecutive hours in any twenty-four (24) hour period.
2. The standard work week shall be not more than five (5) consecutive days in any seven (7) day period. The work week shall begin at 12:01 a.m. on Monday.
3. Cafeteria workers will be paid time and one half on the following basis:
  - a. In excess of thirty-five (35) paid hours per week for non-school related functions. (In excess of twenty (20) paid hours per week if cafeteria worker is less than a thirty-five (35) hour employee, for non-school related functions.
  - b. In excess of forty (40) paid hours per week for school related functions.
  - c. For all hours worked at a senior class, all-nite party.
4. Whenever a cafeteria worker has been scheduled or notified to report for work and is sent home due to no fault of her own, she shall receive one half ( $\frac{1}{2}$ ) of her scheduled pay or be provided with some type of work of a reasonable similar nature for at least one half ( $\frac{1}{2}$ ) of her regularly scheduled hours.
5. Whenever a cafeteria worker, who for reasons beyond her control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at her regular hourly rate of pay.
6. Overtime shall be divided as evenly as possible among available

ARTICLE V  
HOURS OF WORK - continued

- cafeteria workers qualified to do the job. Except in an emergency situation, overtime will be worked by cafeteria workers normally assigned to that specific kitchen. All refusals for overtime shall be charged to the woman in the attempt to divide evenly said overtime.
7. Cafeteria managers shall fill absentee hours of full-time workers by utilizing part-time cafeteria workers permanently assigned to her kitchen. On-call cafeteria workers will be called in to cover the balance of the absenteeism.
  8. All cafeteria workers shall be paid for days worked only, plus their holidays, vacation days, accumulated sick days, and compensatory days, if earned.

ARTICLE VI

DISCIPLINE AND DISCHARGE

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

1. He quits
2. He is discharged, and the discharge is not reversed through the grievance procedure.
3. He is absent for three (3) consecutive working days without notifying the Employer of such absence, unless failure to do so is due to circumstances beyond his control.
4. He fails to return to work within three (3) days after a registered letter, return receipt requested, is dispatched by the Employer unless the said employee presents reasonable cause (sustained by facts) for his failure to return to work.
5. He comes to work under the influence of alcohol or is found using alcoholic beverages while on the job.

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

(Note: The Board pays full rate Workmen's Compensation, etc.)



ARTICLE VII

LEAVES

A. An employee will earn and accumulate one (1) day of sick leave (prorated to his normal pay) for each month in which the employee is paid for the normal working days of that month. (August and June combined constitute one (1) work month for ten (10) month employees in calculating sick leave.) Sick days shall accumulate without limit. An employee must be paid for three-fourths (3/4) of his working days during a calendar month to earn a sick day for that calendar month.

B. In calculating sick leave for regular employees:

1. For twelve (12) month employees: A bank of six (6) days per one-half ( $\frac{1}{2}$ ) calendar year, beginning July 1 and January 1.
2. (a) For regularly scheduled Bus Drivers: A bank of five (5) days per semester, beginning with the official reporting date and second semester. NOTE: A bus driver working the summer session will accumulate one (1) additional sick leave day for each fifteen (15) days worked on regular runs between the last day of regular school and Labor Day.  
  
(b) For Cafeteria Workers: A bank of five and one-half ( $5\frac{1}{2}$ ) days per semester, beginning with the official reporting date and second semester.
3. For regular part-time employees: The appropriate bank prorated to the number of hours regularly worked.
4. A prorated bank for employees in either 1, 2, or 3 above, when hired in an interim period, commencing with the first working day of the first full calendar month.

C. Sick leave Limitations

1. Personal health
2. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20)

working days per incident, which can be extended under unusual circumstances.

3. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons, and sisters) and dependents living within the household.
4. Bus drivers may use up to two (2) sick leave days for personal business during any one school year. A business day shall be granted for the purpose of engaging in legal, civil, and financial matters concerning an employee and his immediate family.  
Requests will be made to the Administrative Assistant for Personnel.
- D1. Employees shall experience no loss of sick days for line of duty accidents. While receiving the benefits of Workmen's Compensation, the Board will pay an employee's salary for the first 26 weeks, and the employee will endorse his Workmen's Compensation check to the Board. Beginning with the 27th week, the employee will receive the Workmen's Compensation check directly.
2. An employee may return from a leave involving a Workmen's Compensation at any time he is medically certified to fully perform on the job. He shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to his old classification as soon as possible.
- E1. An employee who absents himself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.
2. An employee who has exhausted accumulated sick leave may return within a period of two (2) months for each year of seniority with Garden City Schools or a minimum of one (1) year beyond the exhaustion. He shall be assigned to some available job and shall be paid at the rate of that available job.

ARTICLE VII  
LEAVES - continued

3. An employee who absents himself from the job for reason of personal illness beyond the period described in 2 above may be terminated.
- F1. **Two** (2) personal business day shall be granted to a cafeteria worker for the purpose of engaging in legal, civil, and/or financial matters concerning the cafeteria worker and/or her immediate family. Requests will be made through the building principal to the Administrative Assistant, Personnel
2. Personal business days for all cafeteria workers are not to exceed five (5) days per month. Personal business days shall not be cumulative.

ARTICLE VIII

LEAVE OF ABSENCE

A. Voluntary leaves of absence shall be granted by the Employer for good cause by the Administration for definite periods of time not to exceed three (3) months. Voluntary leaves may be extended upon application for good cause and upon Agreement between the Employer and the Union, but in no event shall a voluntary leave be extended beyond a period of one (1) year from the last day worked.

B. Upon written application therefore by any employee who has more than one year of service with the Employer, the Employer will grant a maternity leave of absence to such employee commencing at any time after the first month of such employees pregnancy and continuing for a period not to exceed one (1) year following the birth of the employees child. A woman shall also be entitled to a "maternity leave" commencing at the time she takes possession of a legally adopted child.

C. An Employee with one or more years seniority who is summoned and reports for jury duty shall be paid a daily allowance by the Employer for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work. The amount of such daily allowance shall be equal to the employees loss of straight time earnings less his jury duty fee.

D. Any Employee being duly elected or appointed to a permanent office and, or as a delegate to, any labor activity, necessitating a temporary leave of absence, shall be granted such a leave of absence, not to exceed twelve months, and if not a temporary employee, shall accumulate seniority during such leave of absence. As much notice as possible of such intended absence shall be given to the Employer.

E. The seniority of employees who enter the armed forces of the United States under the Selective Service Act will accumulate during the period of their service, and their employment at the termination of such service

ARTICLE VIII  
LEAVE OF ABSENCE - continued

shall be governed by and subject to the terms and provisions of the Selective Service Act.

F. While on an official leave, an employee shall not accumulate the benefits that he would have as a regular paid employee. Upon return from an official leave, an employee shall retain all benefits earned previous to the leave. However, upon return, the employee shall be entitled to any improvement in negotiated or granted benefits which were effected while he was on official leave.

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

H. The Board shall grant upon the request of the president of the Union leave without loss of pay or leave days for employees to attend local, state or national Union activities. These days shall not exceed a number equal to four (4) percent of the membership of the bargaining unit.

ARTICLE IX

Promotions

A. Whenever a vacancy occurs so as to make a promotion possible, the Employer shall post a notice of same on its employee bulletin boards and invite employees to apply for the job. All such job vacancies shall be posted for ten (10) calendar days.

B. Any employee desiring a posted job may present his bid.

C. The Board shall award all promotions on the basis of seniority and ability upon the recommendation of the Superintendent or his designee.

D. Promotions shall not become permanent until the employee has been on the higher-rated job for 90 calendar days and shall have satisfied his immediate supervisors that he is capable of performing it. If at any time before the promotion becomes permanent the Superintendent or his designee determines the employee lacks the qualifications for the promotion, he shall have the right to return him to the job from which he was promoted or another job with the same rate of pay, without loss of seniority in such job.

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

F. Definitions:

1. Upgrading - A promotion to a position involving higher compensation and responsibility.
2. Classification - A position with a distinct degree of responsibility.

Article IX - continued

3. Open Position - A position formerly held by another, but presently vacant, or about to become so.
4. New Position - A position that has never been held by another, with a distinct and different amount of compensation.

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

H. A cafeteria worker who has been in a part-time position will begin at the beginning rate (First Year) for the full time position in which she is placed.

ARTICLE X

GARDEN CITY RETIREMENT AND DEATH BENEFITS

A. Eligibility

An employee retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under the following conditions:

1. General Situation

Ten (10) years of more of service in the Garden City School System and eligible to receive public school employees' retirement benefits as defined in the State of Michigan General School Laws, June, 1960.

2. Special Situation

Thirty-five (35) years of service in the Garden City School System.

3. Health

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

4. Limitation

Only one (1) retirement benefit can be collected by an employee.

B. Retirement Benefits

The lump-sum retirement benefit shall be computed in the following manner:

1. Ten (10) dollars per day for each unused sick day; or
2. Fifty (50) dollars per year for each year of service to the local school district served beyond the tenth (10th) year of service.
3. Employees shall receive the amounts described in either 1 or 2 above, whichever is greater.

C. Death Benefit

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City School employee.



ARTICLE XI

WAGES AND CLASSIFICATIONS

A. The Employer agrees to establish general written descriptions for each classification by December, 1971.

B. The employer agrees to write classification differentials for cafeteria workers, custodial employees, and bus drivers. All classifications shall have a minimum rate of pay. Minimum rates of pay shall be subject to negotiation by the Employer and the Union.

C. An employee filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification starting with the sixth (6th) consecutive working day in that position and retroactive to the first day.

ARTICLE XII

LAYOFF

A. Seniority within established classifications (custodians, bus drivers and cooks) shall be the determining factor when it is necessary to reduce the number of employees. Employees shall be recalled for work according to seniority within classification. Upon recall following a layoff, if the employee fails to return to work within three (3) days after a registered letter, return receipt requested, is dispatched by the Employer, he shall be removed from the seniority list and considered a quit. When it becomes necessary to reduce the work force, the Employer shall notify the bargaining committee before layoffs are made effective. Following a thirty (30) day calendar month period of probation, seniority rights are retroactive to the first day of regular and continuous employment.

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

C. In case of layoff due to reduction of work force the employee with the least total seniority will be laid off first.

D. During slack periods, all available time shall be divided as equally as possible among those employees remaining, after necessary reduction of force.

ARTICLE XII  
LAYOFF - continued

E. Call-back from lay-off will be in reverse order of lay-off with employees of greatest seniority being called back first.

F. Employees on lay-off status shall have preference for on-call work in order to greatest seniority and shall be paid at their regular rate when performing on-call assignments.

G. All fringe benefits accumulated by an employee will be held in abeyance and may be used upon return from lay-off status or upon employment in an on-call position after fifteen (15) consecutive days.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment, or failure to adjust, a claim or dispute by an employee or employees, grievance committeeman or committeewoman or the Union concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement.

B. Any member of the Grievance Committee, when attending any meeting at the request of the Employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the Employer representative for a period during the committee members' regular working hours. For all other time spent in meetings or on union business not involving the Employer, the members of this committee shall receive no compensation from the employer. The Employer shall designate a representative who shall have primary responsibility for the adjustment of grievances at each level.

C. Any grievance as heretofore defined arising under this Agreement shall be adjusted in accordance with the following procedure:

Level I The Employee with his building union representative shall endeavor to adjust the matter with the employees immediate supervisor. If not resolved within two (2) days after the occurrence it shall be reduced in writing and forwarded to the Level II step within two (2) days with a signed copy to the immediate supervisor.

Level II The supervisor shall submit his disposition in writing to all parties within two (2) days of the receipt of the grievance.

ARTICLE XIII  
GRIEVANCE PROCEDURE - continued

Level III In the event that the supervisor's written disposition in Level II is not accepted as resolution to the grievance, the Union's grievance committee chairman, within four (4) days of receipt of the supervisor's decision, will meet with the Employer's designated representative and attempt to resolve the matter. The disposition of the Employer's grievance representative shall be in writing and shall be distributed within four (4) days to the Union's grievance committee chairman. In the event the grievance is not resolved the Union may, within five (5) days of the Employer's disposition, submit the matter in writing, through the Superintendent, to the Board of Education. (Level IV)

Level IV "As prescribed in administrative procedures, the Superintendent will place the grievance on the Board of Education's official agenda and the Board will consider the grievance at its next meeting following the submission and placement on the agenda at which time the employee, his union representatives, and the Employer's grievance representative shall have a right to be present and to present their respective positions to the Board of Education. The Board of Education at its next regularly scheduled meeting shall decide the matter and notify the Union in writing of its disposition."

Level V In the event the grievance is not satisfactorily resolved at Level IV, the Union, within ten (10) days of the Board's decision may take action to process the grievance through the machinery of the State Labor Mediation Board.

ARTICLE XIII  
GRIEVANCE PROCEDURE - continued

Level VI In the event that the grievance is not satisfactorily resolved by Mediation within fifteen (15) days of the first Mediation hearing, the grievance may be submitted to arbitration before an impartial arbitrator. The Union will notify the Board of its intent to use arbitration and send a copy of its request to the American Arbitration Association to the Board within fifteen (15) days of the first Mediation hearing. If the parties cannot agree within ten (10) days as to whom the arbitrator will be, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Union and the Board shall not be permitted to assert in such arbitration proceeding any grounds or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

The fees and expenses of the arbitrator shall be shared equally by the parties. Nothing in this section shall preclude the taking of action to process the grievance through such other legal avenues which are available.

ARTICLE XIII

GRIEVANCE PROCEDURE - continued

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. No reprisal of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. Forms for filing and processing grievances shall be designed by the administration and the Union and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
3. The chairman of the Grievance Committee shall not exceed three (3) in number.
4. The failure of an aggrieved person or the Grievance Committee to process the grievance from one level of the grievance procedure to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
5. The work "days" shall mean working days for the particular classification of the employee(s) involved, unless otherwise specified.

ARTICLE XIV

VACATIONS AND HOLIDAYS

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

1. A custodian of one (1) year or more of service shall be entitled to ten (10) vacation days.
2. A custodian of less than twelve (12) months of service shall be entitled to a vacation prorated on the basis of the number of weeks paid within that school year.
3. For a custodian, one (1) additional day of vacation shall be granted upon the completion of each additional year of regular, full-time employment, after the first five (5) years of regular, full-time employment, through fifteen (15) years of regular, full-time employment.
4. In calculating earned vacation days for a custodian beyond the initial ten (10) days of vacation, the anniversary date of employment and total years of continuous regular service shall determine each additional earned day, and said additional day shall be added to the next regularly scheduled vacation period. A regular scheduled vacation period shall include the number of days that have been earned up to and including August 15.
5. A vacation day will be deducted from custodians for each twenty (20) days of absence from the job under pay dock during a fiscal year, provided that the custodian has less than five (5) years of seniority. A vacation day will be deducted from a custodian for each forty (40) days of absence from the job under pay dock during a fiscal year, provided that the custodian has between five (5) and ten (10) years of seniority.



ARTICLE XIV

VACATIONS AND HOLIDAYS - continued

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

B. Vacations for Bus Drivers and Cafeteria Workers will be determined in accordance with the formula as follows:

1. All regularly employed Bus Drivers and Cafeteria Workers of one (1) or more years of regular service shall be entitled to five (5) paid vacation days to be taken during the subsequent school year.
2. All regularly employed Bus Drivers and Cafeteria Workers shall be entitled to one (1) additional paid vacation day for each four (4) years of service.
3. All Bus Drivers working between the last day of school and Labor Day shall be entitled to one (1) additional paid vacation day for each fifteen (15) days worked on regular runs during such period.
4. Vacation time is to be approved by the immediate supervisor, and said days are to be taken during the year on days when teachers are not scheduled to be in the buildings.

C. Vacation pay shall be at the employee's regular rate of pay and prorated according to the number of regular hours worked. As much as possible, vacations will be granted at times most desired by the employee provided the scheduling of work will permit the efficient operation of the department.

D. All employees shall be entitled to the following holidays without loss of pay if paid for the scheduled workday preceding and the first scheduled work day immediately following the holiday:

ARTICLE XIV  
VACATION AND HOLIDAYS - continued

1. The Day before New Year's Day
2. New Year's Day
3. Memorial Day
4. Independence Day (custodians and working bus drivers)
5. Labor Day (custodians and working bus drivers)
6. Thanksgiving Day
7. The Friday following Thanksgiving
8. The day before Christmas Day
9. Christmas Day
10. Good Friday

NOTES: a. When Christmas Day falls on a Monday, The Day before Christmas Day Holiday shall be scheduled on December 26.

b. When Christmas Day falls on a Thursday, The Day before Christmas Day Holiday shall be scheduled on December 26.

c. When Christmas Day falls on a Saturday, the Christmas Day Holiday Shall be scheduled on December 23.

d. When Christmas Day falls on a Sunday, the Christmas Day Holiday shall be scheduled December 26 and The Day before Christmas Day Holiday shall be scheduled on December 23.

e. When New Year's Day falls on a Monday, The Day before New Year's Day Holiday shall be scheduled on December 29.

f. When New Year's Day falls on a Thursday, The Day before New Year's Day Holiday shall be scheduled on January 2.

g. When New Year's Day falls on a Saturday, the New Year's Day Holiday shall be scheduled December 31 and The Day before New Year's Day Holiday shall be scheduled on December 30.

ARTICLE XIV

VACATIONS AND HOLIDAYS - continued

h. When New Year's Day falls on Sunday, The New Year's Day Holiday shall be scheduled on December 30 and The Day before New Year's Day Holiday shall be scheduled on December 29.

e. When one of the above holidays falls within an eligible employee's approved vacation period and he is absent because of such a vacation, he shall be paid for that holiday and continue to carry the vacation day.

ARTICLE XV

MISCELLANEOUS

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

B. All new rules adopted by the employer affecting employees covered under this Agreement shall be discussed and explained to the Union before taking effect.

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

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

E. The absence of language in this Master Agreement is not construed as making any provision of the Master Agreement contrary to or inconsistent with the provisions of the policies of the Board of Education.

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

G. The provisions of this Agreement shall be considered part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations, and practices not covered by this contract.

SCHEDULE A  
CUSTODIAL SALARIES  
July 1, 1971 - June 30, 1974

CLASSIFICATIONS

| I<br>N<br>C<br>R<br>E<br>M<br>E<br>N<br>T<br>S | Mechanical Maintenance,<br>Head Groundskeeper,<br>Secondary Head (Day) | Transportation and<br>Maintenance, General<br>Maintenance,<br>Elementary Head (Day),<br>Secondary Head (Afternoon) | Elementary Head<br>(Afternoon) and<br>Arts Center (Afternoon)   | All Other<br>Custodians   |
|--|--|--|---|---|
|  | #2 Hourly  | #3 Hourly  | #4 Hourly   | #5 Hourly   |
|  | 7/1/71    7/1/72    7/1/73<br>to<br>6/30/72   7/30/73   6/30/74        | 7/1/71    7/1/72    7/1/73<br>to<br>6/30/72   6/30/73   6/30/74  | 7/1/71    7/1/72    7/1/73<br>to<br>6/30/72   6/30/73   6/30/74 | 7/1/71    7/1/72    7/1/73<br>to<br>6/30/72   6/30/73   6/30/74 |
| 0 years  | 4.05      4.28      4.51   | 3.92      4.14      4.36   | 3.79      4.00      4.21  | 3.74      3.95      4.16  |
| 1 year   | 4.16      4.40      4.64   | 4.01      4.24      4.47   | 3.88      4.10      4.32  | 3.83      4.05      4.27  |
| 2 years  | 4.30      4.55      4.80   | 4.12      4.36      4.60   | 3.99      4.22      4.45  | 3.94      4.17      4.40  |

| CLASSIFICATIONS   | 7/1/71 - 6/30/72 | 7/1/72 - 6/30/73 | 7/1/73 - 6/30/74 |
|---|------------------|------------------|------------------|
| Chief of Operations   | 4.51             | 4.76             | 5.01             |
| Chief of Mechanical Maintenance,<br>Chief Mechanic, and<br>Carpenter (General Construction) | 4.40             | 4.65             | 4.90             |

SCHEDULE B

BUS DRIVERS' SALARY SCHEDULE

July 1, 1971 - June 30, 1974

(Hourly Pay)

| Increment | July 1, 1971<br>to<br>June 30, 1972 | July 1, 1972<br>to<br>June 30, 1973 | July 1, 1973<br>to<br>June 30, 1974 |
|-----------|-------------------------------------|-------------------------------------|-------------------------------------|
| 0 years   | 3.26 per hour                       | 3.45 per hour                       | 3.64 per hour                       |
| 1 year    | 3.31 per hour                       | 3.50 per hour                       | 3.69 per hour                       |
| 2 years   | 3.36 per hour                       | 3.55 per hour                       | 3.74 per hour                       |
| 3 years   | 3.52 per hour                       | 3.72 per hour                       | 3.92 per hour                       |

Bus Drivers' emergency training school sessions will be attended as recommended by the immediate supervisor. The cost of attendance will be paid for by the Board.

SCHEDULE C

CAFETERIA WORKERS' SALARY SCHEDULE

July 1, 1971 - June 30, 1974

(Hourly Rates)

\*Addendum -  
Negotiated and  
Ratified, June-  
July, 1972

| Increments                 | 1 year            |                   |                   | 2 years           |                   |                   | 3 years           |                   |                   |
|----------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                            | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 |
| Cafeteria<br>Manager       | 3.11              | 3.27*             |                   | 3.25              | 3.42*             |                   | 3.47              | 3.65*             |                   |
| Second cook                | 2.83              | 2.98*             |                   | 2.97              | 3.12*             |                   | 3.15              | 3.31*             |                   |
| Third cook                 | 2.68              | 2.83*             |                   | 2.83              | 2.98*             |                   | 3.00              | 3.15*             |                   |
| Regular 4 hour<br>employee | 2.55              | 2.68*             |                   | 2.55              | 2.68*             |                   | 2.55              | 2.68*             |                   |

- I. The Board shall maintain a minimum of twenty-two (22) full-time seven (7) hour positions and a minimum of three (3) part-time (4) hour positions during the 1971-72 school year. Such positions shall be fully protected from layoff during that period.
- II. The Board and the Union shall agree on salary rates for the 1972-73 and 1973-74 school years and such agreements shall be incorporated into this contract. In determining these rates, the following factors shall be considered in the order listed:
  - A. Salary improvement toward increased cost of living.
  - B. Maintenance of positions as close to the minimum numbers indicated in "I" above as possible.
  - C. Additional salary improvement.
- III. Salary improvements agreed to for 1972-73 and 1973-74 shall be retroactive to the beginning of those years and shall not exceed a total of eighteen (18%) percent of the 1971-72 salary rates.

SCHEDULE C

CAFETERIA WORKERS' SALARY SCHEDULE

July 1, 1971-- June 30, 1974

(Hourly Rates)

| Increments              | 1 year            |                   |                   | 2 years           |                   |                   | 3 years           |                   |                   |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                         | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 | 7/1/71<br>6/30/72 | 7/1/72<br>6/30/73 | 7/1/73<br>6/30/74 |
| Cafeteria Manager       | 3.11              |                   |                   | 3.25              |                   |                   | 3.47              |                   |                   |
| Second cook             | 2.83              |                   |                   | 2.97              |                   |                   | 3.15              |                   |                   |
| Third Cook              | 2.68              |                   |                   | 2.83              |                   |                   | 3.00              |                   |                   |
| Regular 4 hour employee | 2.55              |                   |                   | 2.55              |                   |                   | 2.55              |                   |                   |

I. The Board shall maintain a minimum of twenty-two (22) full time seven (7) hour positions and a minimum of three (3) part-time (4) hour positions during the 1971-72 school year. Such positions shall be fully protected from lay-off during that period.

II. The Board and the Union shall agree on salary rates for the 1972-73 and 1973-74 school years and such agreements shall be incorporated into this contract. In determining these rates, the following factors shall be considered in the order listed:

- A. Salary improvement toward increased cost of living.
- B. Maintenance of positions as close to the minimum numbers indicated in "I" above as possible.
- C. Additional salary improvement.

III. Salary improvements agreed to for 1972-73 and 1973-74 shall be retroactive to the beginning of those years and shall not exceed a total of eighteen (18) percent (18%) of the 1971-72 salary rates.



SCHEDULE C - continued

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

SCHEDULE D

INSURANCE

BUS DRIVERS, CAFETERIA AND CUSTODIAL

Life Insurance:

|                                |                 |
|--------------------------------|-----------------|
| Bus Drivers, Cafeteria Workers | \$4,000.00      |
| Custodial                      | Same as 1966-67 |

Disability

Seventy (70%) percent of salary (70% of 1/52 of annual salary \*per week) with benefits beginning on the 1st day for an accident and 8th day for a sickness for a period of fifty-two (52) weeks.

Note: The Board will provide full hospitalization coverage for the employee and his or her family.

HOSPITALIZATION AND MAJOR MEDICAL SCHEDULE OF INSURANCE

|  |   |
|--|---|
| Hospital Room and Board                  | Semi-private for 365 days   |
| Hospital Miscellaneous                   | Unlimited for 365 days including intensive care, anesthetist charges, and hospital charges for out-patient surgery. |
| Hospital Emergency<br>First Aid          | Unlimited   |
| Surgical Schedule                        | \$400.00 (out-patient & in-patient same)  |
| In-Hospital Medical                      | \$10.00 - 1st call, \$5.00 for next 364 days  |
| Obstetrical Benefit<br>(normal delivery) | \$200.00 for each child   |
| Hospital Maternity                       | Same as sickness  |
| Diagnostic X-Ray and Lab                 | Reasonable and customary  |
| Supplemental Accident                    | \$300.00  |
| Ambulance Benefit                        | \$25.00   |
| Psychiatric Care                         | ½ to a limit of ½ of \$40.00  |
| Major Medical                            |   |
| a) Maximum                               | \$15,000.00   |
| b) Deductible                            | \$ 50.00  |
| c) Co-Insurance                          | 80-20   |

\* Annual salary for a bus driver is defined as wages earned at straight time during the preceeding calendar year.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1971 and shall continue in effect for three (3) years until the 30th of June, 1974. All agreements will be retroactive to July 1, 1971, where permitted by law.

Garden City Board of Education

Local 417

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Chief Negotiator