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*Nov. 14, 1974*

MASTER AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

LOCAL #1182, MICHIGAN COUNCIL 55  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL - CIO

*Ann Arbor Public Schools  
2555 S. State*

*Ann Arbor,* NOVEMBER 15, 1973

*Mich. 48104*

TO

NOVEMBER 14, 1974

*Ann Arbor*

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## COLLECTIVE BARGAINING AGREEMENT

As of this fifteenth day of November, 1973, the Public Schools of the City of Ann Arbor, Michigan, hereinafter referred to as the Employer, and Local #1182, Michigan Council 55, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, hereby agree as follows:

(NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

### ARTICLE I Purpose & Intent

#### Section 1.

It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employee, the Union and the community. 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. All parties to this Agreement recognize and subscribe to the principle that the interests of the students and the citizens in the District of the Employer are significant, and neither the Employer nor the Employees can maintain

community respect in the absence of excellent and dependable service.

Section 2.

It is mutually agreed and understood that this contract shall require the appropriate ratification of each party and the signed approval of the Executive Board of Local #1182, Michigan Council 55, American Federation of State, County and Municipal Employees, AFL-CIO, and the Board of Education of the Public Schools of the City of Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Employer.

ARTICLE II  
Recognition

Section 1.

Pursuant to and in accordance with all applicable provisions of law, including Act 366 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended, up to and including Public Act 282 of 1965, the Employer does hereby recognize Local #1182, Michigan Council 55 American Federation of State, County, and Municipal Employees, AFL-CIO, as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Employer in the following Bargaining Unit: All Custodial and Maintenance Employees, exclusive of the Custodian Supervisor, High School Head Custodians, Transportation Supervisor, Building and Ground Supervisor, Custodian Foreman,

and Foremen of Carpenters, Painters, Mechanical Maintenance, Bus Mechanics, and the Utility Department.

ARTICLE III  
No Discrimination

Section 1.

This Agreement shall be applied uniformly to, and without discrimination among, all Employees within the Bargaining Unit.

ARTICLE IV  
Aid to other Unions

Section 1.

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

ARTICLE V  
Union Security

Section 1.

Requirement of Union Membership.

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- b. Employees covered by this Agreement who are not

- members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the Duration of this Agreement, on or before the ninetieth (90th) day following such effective date.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the ninetieth (90th) day following the beginning of their employment in the unit.
  - d. An employee who shall tender an initiation fee—(if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
  - e. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Any Employee who, as a condition of continued employment in the Bargaining Unit, is required to maintain membership in the Union, whose membership is terminated by the Union for failure to tender such periodic dues, shall not be retained in the Bargaining Unit. No Employee shall be terminated under this Article, however, unless:

- (1) The Union has notified him by letter, addressed to his last home address known to the Union,

advising him of such failure and warning him that unless such dues or contributions are tendered in ten days he will be reported to the Employer for termination of employment under this Article; and

- (11) The Union furnishes the Employer with a written statement that such letter has been mailed, that the Employee has not complied, and that termination is requested.

## ARTICLE VI

### Check-Off

#### Section 1.

During the term of this Agreement, the Employer will deduct (1) once each month current Union membership dues from the pay of each Employee in the Bargaining Unit who is a member of the Union at the time this Agreement becomes effective, or (2) Union initiation fees and once each month current Union membership dues from the pay of each employee in the Bargaining Unit who becomes a member of the Union after this Agreement becomes effective, provided that at the time of such deduction the Employer has an appropriately completed outstanding written authorization therefore from the Employee in the following form: see below.

#### Section 2.

Such authorization shall be revocable only as stated in the following form. The Employer shall notify the Union in writing of any revocation following the end of the month in which the revocation occurred.

“To the Public Schools of the City of Ann Arbor:

I \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Street Address)

\_\_\_\_\_ hereby request and  
(Town & State)

authorize you to deduct from my earnings the Union initiation fees and monthly dues in the amounts established by the Union and pay the same to the Treasurer of the Union. This authorization shall be revoked automatically if I am terminated from employment in the Bargaining Unit, effective with the month immediately following the month of such termination, and may be terminated by me only by written notice to the Employer signed by me and given to the Employer at any time when there is not a collective bargaining agreement in effect between the Union and the Employer.

\_\_\_\_\_.”  
(Date) (Signature)

Section 3.

Check-off deductions under each properly executed authorization shall become effective with the first pay period of the month after the month in which the authorization is received by the Employer, and shall be made from the first pay period of each month thereafter. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions for union fees and dues of all Employees authorizing the same shall be remitted to the Union Treasurer. All remittances shall be made within



ten days after the deductions are made. An itemized statement of all deductions for fees and dues shall be furnished to the Union Treasurer with each remittance.

Section 4.

The Employer will deduct in any month only the Union membership dues becoming due in such month.

Section 5.

Any dispute arising as to whether or not an Employee has become a member of the Union, or is continuing membership in the Union, shall be subject to the Grievance Procedure.

Section 6.

If any Union initiation fee or dues shall be deducted from the pay of any Employee and paid to the Union and the Employee does not owe such fee or dues, the Union shall refund such fee or dues. The Employer shall not be liable for any refund of Union fees or dues.

## ARTICLE VII

### Employer Responsibilities

Section 1.

Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:

- (I) To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;

- (II) To determine, from time to time, the educational, recreational and other programs, and the equipment and supplies for each Establishment;
- (III) To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of Employees working at such Establishment;
- (IV) To maintain order and efficiency in each Establishment and schedule work at each Establishment for Employees not regularly assigned thereto;
- (V) To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge or otherwise discipline Employees;
- (VI) To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced workmen.
- (VII) To employ seasonal or part time workers, or contract work out, as the work to be done may require, provided the regular time of Employees in the Bargaining Unit is not adversely affected. Part time workers shall not exceed five in number unless otherwise agreed to by the respective bargaining teams when need so indicates.
- (VIII) To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety and efficiency and, after notice to the Union and the Employees to require compliance therewith;
- (IX) To assign overtime and, in emergencies, to call Employees to work prior to their regularly scheduled starting time or to require work during normally

- scheduled rest, lunch, holiday or other time-off times;
- (X) To assign Employees temporarily to work outside of their normal job classifications.

Section 2.

Any dispute as to whether the Employer, in exercising the above rights, has violated any of the provisions of this Agreement shall be subject to the Grievance Procedure.

ARTICLE VIII  
Union Representation

Section 1.

There shall be a Steward or Alternate Steward, who may be appointed by the President of the Union, to represent Employees on the basis of one Steward or Alternate Steward for each shift for the Junior High Schools, the Senior High Schools, the Elementary Schools and Maintenance/Grounds personnel.

Section 2.

Subject to the provisions of Article IX, a Steward may take up grievances and investigate grievances at any time without loss of pay, provided he first checks out with his immediate supervisor and the supervisor makes sure that a replacement is on the way or will be there to take his place. The Steward shall then go immediately to the location where the grievance has been initiated, notify the supervisor of that location of his purpose in being there, investigate the grievance and then return immediately to his job and notify his supervisor that he is back.

### Section 3.

The negotiating and/or grievance committee for the Union shall consist of five members, including the President of the Local Union and the Chief Steward of the Local Union. Employees on such committee shall not lose pay if they meet with the Employer during their regular working hours.

### Section 4.

Special conferences for important matters will be arranged between the President of the Local Union and the Employer upon the request of either party. Such meetings shall be between not more than five (5) representatives of the Employer and not more than five (5) representatives of the Union. A representative of Council 55 and a representative of the International Union may also attend. Arrangements for any special conference shall be made in advance, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in any special conference shall be confined to those included in the agenda. Employees attending a special conference in an official capacity shall not lose pay for such attendance during their regular working hours. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a special conference.

## ARTICLE IX

### Grievance and Arbitration Procedure

#### Section 1.

Any grievance which may arise between the parties,

with respect to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

*Step I.* The appropriate shift Steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor within ten days of the date that the grievance occurred, or if neither the Steward or the Employee then knows of the grievance, then within ten days of the date that either the Steward or the employee first learns of its occurrence. The supervisor shall attempt to settle the grievance and shall respond in writing to the Steward within five (5) working days.

*Step II.* If the grievance has not been settled, it shall be taken up in writing by the Chief Steward and Steward, with or without the aggrieved employee, with the Department Head within seven days after the supervisor's response is due. The Department Head shall respond in writing to the Chief Steward within five (5) working days.

*Step III.* If the grievance has not been settled, it shall be taken up in writing by the President of the Local Union, the Chief Steward, the Steward and a representative of Council 55 and/or the International Union, with the Personnel Administrator or his designee within seven (7) days after the response of the Department Head is due. The Personnel Administrator shall respond in writing to the President of the Local Union within two (2) weeks.

*Step IV.* If the grievance has not been settled, it shall be taken up in writing by the President of the Local Union, the Chief Steward and a representative of Council 55 or the International Union and the rest of the Grievance Committee, with the School Board or the Labor Committee of the School Board within seven (7) days after the response of the Person-

nel Administrator is due. The School Board or its Labor Committee shall reply in writing to the President of the Local Union within two (2) weeks.

*Step V.* If the grievance has not been settled, either party may, within fifteen (15) days after the reply of the School Board or Labor Committee of the School Board is due, by written notice to the other, request arbitration.

## Section 2.

Arbitration under Step V of the Grievance Procedure shall be conducted as follows:

- (I) The arbitrator shall be selected, if possible, by mutual agreement of the Union and the Employer within seven (7) days after the request for arbitration has been given. If the parties cannot agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested by both parties to provide a panel of five prospective arbitrators. Within seven (7) days after such panel is provided, the party requesting arbitration shall strike one name from the panel; the other party shall then strike one name; the first party shall then strike another name; the second party shall then strike another name; the remaining panel member shall be the arbitrator.
- (II) The case on arbitration shall be presented by not more than two (2) representatives for the Union and two (2) representatives for the Employer.
- (III) The arbitrator shall be requested to issue his written decision within thirty (30) days after the conclusion of testimony and argument.
- (IV) Expenses for the arbitrator's services and the proceed-

ings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensating its own representatives and witnesses and preparing its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made at its own expense, provided it makes a copy thereof available without charge to the other party and to the arbitrator.

### Section 3.

Any grievance not taken up at Step I of the Grievance Procedure within the time specified in Section I of this Article IX shall be deemed settled on the basis of the action taken by the Employer. Any grievance not taken up from the response at any Step of the Grievance Procedure to the next step of the Grievance Procedure (including request for arbitration) shall be deemed settled on the basis of such decision.

### Section 4.

Any grievance settled at any Step of the Grievance Procedure, including any decision or award on arbitration, shall be deemed final and binding on the Union, the Employer and the Employee(s) involved and not subject to further review.

### Section 5.

A grievance may be withdrawn after taken up, but before response, at any Step of the Grievance Procedure without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement.

ment. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where several grievances involve a similar issue, one or more may be withdrawn without prejudice, pending the disposition of a representative case, and may be reinstated within one month after such disposition. In such event, the withdrawal without prejudice will not affect financial liability.

#### Section 6.

In the event a grievance is upheld, no claim for back wages based thereon shall exceed the amount of wages the Employee would have earned at his regular rate of pay except for such grievance, less any unemployment compensation (except to the extent it must be repaid to the State) and any compensation for personal services received from any source during the period of back pay.

#### Section 7.

The foregoing sections of this Article IX shall not prejudice the right of an Employee to take up a grievance directly with the Employer in accordance with, and subject to the conditions and limitations provided by, applicable state laws.

### ARTICLE X Discipline and Discharge

#### Section 1.

Any disciplinary action imposed by the Employer upon an Employee in the Bargaining Unit may be processed as a grievance; and if such disciplinary action includes suspension



or discharge, the grievance may be commenced at Step III of the Grievance Procedure. A written copy of any discharge of an Employee in the Bargaining Unit shall be furnished by the Employer to the Union and to the Employee.

## Section 2.

The Employer agrees to discipline any Employee only for just cause, including, but not limited to:

- (I) Refusal or continued failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this agreement.
- (II) Refusal or continued failure to meet work standards established in accordance with the provisions of this agreement;
- (III) Drinking or intoxication on the job or on the Employer's property;
- (IV) Continued or repeated tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence or for more than 5 days after recall;
- (V) Continued or repeated insubordination.
- (VI) Continued or repeated interference with the performance of assigned work by another employee of the Employer.

No employee will be disciplined for any continued failure pursuant to items (I) or (II) or for conduct falling within items (IV), (V), or (VI) of Section 1 of this Article X, unless he has first been warned in writing that discipline may result from such cause.

### Section 3.

If an Employee is physically incapable of performing work assigned or of meeting work standards, the Union and the Employer, in a Special Conference held pursuant to Section 4 of Article VIII will attempt to provide the employee, subject to the seniority provisions of this Agreement, with an opportunity to transfer to an assignment he is physically capable of performing in accordance with work standards.

### Section 4.

Any employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all time lost, subject to the limitations of Section 6 of Article IX, and with full restoration of all other rights and conditions of employment.

## ARTICLE XI

### Seniority

#### Section 1.

An Employee's seniority within the Bargaining Unit shall date from the last date of hire, or transfer, into the Bargaining Unit.

#### Section 2.

An Employee's seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary lay-off. The seniority list shall be brought up to date each six months, on July 1st. and January 1st., and posted in conspicuous places. The Secretary of Local 1182 shall receive a copy of each new seniority list.

### Section 3.

Each new hire for a regular job in the Bargaining Unit shall be placed on probation for a period of ninety (90) consecutive days (not counting leaves of absence); after that, if retained, he shall be placed on the seniority list. Probationary Employees shall not receive insurance or hospitalization contributions from the Employer until they have been placed on the seniority list; however, they will be allowed to build up sick leave from date of hire. Less than twelve months employees shall serve a probationary period of ninety (90) consecutive days exclusive of periods for which they are not under contract.

Past practice of paying holidays for probationary employees shall continue. The Employer may discharge or transfer probationary employees at any time during the probationary period. In all other respects, probationary employees are covered by the terms of this agreement.

### Section 4.

Employees hired for seasonal or part-time work for less than ninety (90) consecutive calendar days shall not obtain seniority, shall not receive insurance or hospitalization contributions, sick leave, holidays, vacations or other fringe benefits from the Employer, and may be discharged or transferred at any time at will. In all other respects, such employees shall be covered by the terms of this Agreement.

### Section 5.

Seniority shall be lost if an Employee quits or is discharged and the discharge is not reversed through the Grievance Procedure.

## Section 6.

Any Employee transferring out of the Bargaining Unit but remaining in the employ of the Employer shall retain his seniority rights, with no accumulation of seniority during the period of such employment out of the Bargaining Unit. He may return, at any time during employment with the Employer, if a vacancy exists in a custodial classification or to a vacant position if no members of the unit bid on such vacancy.

## ARTICLE XII

### Lay-offs

#### Section 1.

The word "lay-off" means a reduction in the working force due to a decrease of work for any reason.

#### Section 2.

Whenever a lay-off occurs, probationary employees will be laid off first and then seniority Employees in accordance with their seniority in the Bargaining Unit. Exceptions may be made where the senior employee is not reasonably qualified to perform the available work. Disposition of such cases will be a proper matter for Special Conferences and, if not resolved by conference, shall then be subject to Step (V) (arbitration) of the Grievance Procedure.

#### Section 3.

The local officers, the Union Committee, the Chief Steward and the Union Stewards shall not be laid off as long as there is work they can perform acceptably irrespective of seniority.

Section 4.

Employees to be laid-off for an indefinite period of time will have at least ten (10) working days' notice of lay-off. The Secretary of the Local Union shall be given a list from the Employer of the Employees being laid-off on the same date the notices are issued to the Employees.

Section 5.

Recall from lay-off shall be in inverse order of lay-off. Exceptions may be made on the same basis, subject to the same procedure, as in the case of a lay-off.

ARTICLE XIII

Transfers

Section 1.

Involuntary transfer shall be consummated only for just cause related to the efficient operation of the school plant/program and after consultation with the employee involved and his union bargaining committee.

ARTICLE XIV

Promotions

Section 1.

Promotions within the Bargaining Unit shall be made on the basis of seniority and qualifications. All job vacancies will be posted for a period of five (5) working days setting forth the minimum requirements for the position in a conspicuous place in each building and a copy of the posting furnished the Local President and Chief Steward. Employees interested shall apply within the five (5) working day posting

period. The senior Employee applying for the promotion and who meets the minimum requirements shall be granted a six (6) week trial period to determine:

- (1) His desire to remain on the job.
- (11) His ability to perform the job.

In the event the senior applicant is denied the promotion, notice and reasons for denial shall be given in writing to such Employee and his Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

This section shall not apply to the categories of Custodian, or Lavatory Attendant in those instances where the job has been filled for less than six months.

### Section 2.

During the six (6) week trial period, the Employee may elect to revert back to his former classification, in which case he shall forfeit his right to promotion or re-assignment for the following four (4) months. If the employee is unsatisfactory in the new position during the six (6) week trial period, the Employer shall have the right to revert the Employee back to his former classification. Notice and reasons for reversion by the Employer shall be given in writing to the Employee and his Steward. The matter may then become a proper subject for the second step of the Grievance Procedure.

### Section 3.

During the trial period, the Employee will receive the rate of the job he is performing.

#### Section 4.

If no Employee applies for an available promotion, or if none of those applying are qualified, or if all those granted a six (6) week trial period revert or are reverted back to their former classifications, the Employer may hire a new employee for the position.

#### Section 5.

At any time that a position is not filled pursuant to the foregoing Sections of this Article XIV, the Employer may fill the same on a temporary basis, either by assigning an Employee of its selection to such position or by hiring a new person for such position. Such temporary appointment shall be without prejudice to the rights of Employees to apply for the position pursuant to this Article XIV.

#### Section 6.

Any Employee wishing to bid on job openings while on vacation must leave an address at which he may receive notices of such openings.

### ARTICLE XV Work Schedules

#### Section 1.

The standard work week for the majority of Employees shall consist of five consecutive eight-hour days, Monday through Friday inclusive. Exception; Libraries and High Schools.

#### Section 2.

The regular hours of work for each Employee, excluding Substitute Custodians, and consistent with past

practice and Section 3. below, shall be eight consecutive hours within any 24 hour period.

Section 3.

Employees working the first shift have a lunch period of one hour, except Employees in the Maintenance Department who shall have a lunch period of one-half hour. Employees working the first shift shall not be compensated for their lunch period, provided they are free to leave the location of their work assignment for such lunch period, and provided further that, if they elect to remain at such location for the lunch period, they are not required to work during the same. Employees working the second or third shift shall have a lunch period of one-half hour and be compensated for such period. Any employee scheduled to start work at or after 12:00 o'clock noon shall be deemed to be on the second shift. Any Employee scheduled to start work at or after 8:00 o'clock P.M. shall be deemed to be on the third shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 4.

Employees shall be granted a 15 minute rest period during each one-half shift.

Section 5.

Employees shall be granted a 15 minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged, and the Employer shall make facilities available, so that Employees may take advantage of this clean-up period.



## Section 6.

Any Employee called to work outside of his regularly scheduled shift shall be guaranteed at least three (3) hours of pay. Scheduled overtime pursuant to Section 8. below shall not be deemed a part of this provision.

## Section 7.

Any Employee reporting for work after sick leave, or reporting sooner than originally scheduled after any other approved leave, and not giving the Employer reasonable advance notice thereof, will not be guaranteed any work on the day he so reports for work but will be given only such work as can reasonably be scheduled for him by the Employer in the circumstances.

## Section 8.

Except for Substitute Custodians, work schedules showing the Employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, necessary changes in the school day, and changes due to reorganization of work during school vacation periods, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Employees shall be notified of overtime assignment at least 36 hours before reporting time, if overtime is assigned on days outside of normal work week.

## Section 9.

The employer may, after consultation with the Union, modify the above provisions to provide for a ten-hour day, forty-hour week on an experimental basis terminable at the discretion of the employer.

## ARTICLE XVI Reclassification and Rates of Pay

### Section 1.

Regular hourly rates of pay are set forth in Attachment A attached hereto, to be effective November 15, 1973 and to be implemented in the following manner:

Employees shall advance on the schedule effective the January 1 or July 1 subsequent to the completion of their six months of service and every six months or year thereafter, as is appropriate, until they have reached maximum.

For the skilled trades, advancement on the schedule shall be contingent upon satisfactorily demonstrating competence and proficiency equivalent to the proposed advancement. Any denial of advancement shall be submitted to a Board of Review composed of two members of the Union, two members of the Administration and a non-Union person selected by the Union. Said Board will meet to review the denial and submit to the Director of Field Services its findings. Lack of concurrence with the denial of advancement may be grounds for processing the dispute through the grievance procedure if the Director of Field Services declines to reverse the denial.

## Section 2.

Employees required to work temporarily in a classification different from their regular classification shall be paid the rate of the higher classification for the period of such temporary assignment. Employees shall be paid according to their experience level in the higher classification.

## Section 3.

An Employee shall be paid one and one-half times his regular hourly rate for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- (I) All work, pursuant to call, outside of the Employee's regular shift;
- (II) All work in excess of eight (8) hours (consistent with past practice and the lunch provisions of Article XV, Section 3.) in any work day.
- (III) All work in excess of forty (40) hours (consistent with past practice and the lunch provisions of Article XV, Section 3.) in any work week.
- (IV) If an Employee is assigned to a "seven-day operation" and is scheduled to work Saturday and/or Sunday as a part of his regular five-day work week, all work of that Employee on these days shall be at time and a-half;
- (V) An employee shall be paid double time for work performed on the seventh day of his work week and double time for all work performed on holidays in addition to his holiday pay.

For Substitute Custodians; or from mutual agreement, Section 3, paragraph (II) shall not be construed to prohibit shift schedule variations that may result in work being scheduled in excess of eight hours in one twenty-four hour period, provided that there is at least an eight hour time lapse between the end of one shift and the beginning of the next for any such employee involved.

#### Section 4.

Work falling within Section 3 of this Article XVI (except "seven-day operations" work) shall, to the extent possible, be distributed equally over each six (6) month period among Employees within the same job classification at the same location.

#### Section 5.

Maintenance personnel who, in order to discharge responsibilities assigned to them by the employer, are legally required to have proper governmental license (state, county, city, e.g.) and are so licensed, shall receive 10% over their contract stipulated wage base.

## ARTICLE XVII

### Holidays

#### Section 1.

The following holidays shall be granted with pay to employees in the Bargaining Unit.

New Year's Day; three (3) hours on Good Friday, unless school is in session; Memorial Day; Fourth of July; Labor

Day; Thanksgiving Day; Friday following Thanksgiving Day; the last working day before Christmas; Christmas Day; and the last working day before New Year's Day.

For Good Friday, employees with a regularly scheduled work day of less than eight (8) hours shall have such 3 or 4 hours off reduced by one hour each.

Unless otherwise specifically provided for should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

#### Section 2.

An Employee shall not be eligible for pay for any holiday or time off on any other day under Section 1 of this Article XVII, if:

- (I) The Employee is a seasonal or part-time employee
- (II) The Employee is a probationary employee, subject to Section 3 of Article XI
- (III) The Employee is not on the 12-month employment basis and such day falls within the period not included in the months of employment.

#### Section 3.

If a holiday, or time off, referred to in Section 1 of this Article XVII, falls on an Employee's regularly scheduled day off, other than as specifically provided for in said Section 1, or within an Employee's scheduled vacation, the Employee shall be granted a compensatory day or time off with pay added to the Employee's vacation or on another day mutually convenient to the Employee and the Employer.

#### Section 4.

For the purposes of computing overtime hours for the purposes of Section 3 of Article XVI, all time-off hours provided for in this Article XVII which both (I) fall within the Employee's regularly schedule work week (other than vacation or leave of absence) and (II) are paid for by the Employer, shall be regarded as hours worked.

### ARTICLE XVIII

#### Military

#### Section 1.

Any Employee who enters into active service in the Armed Forces of the United States shall, upon the termination of such service, be offered reemployment in his previous position or in a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of termination from such service or within one hundred twenty (120) days of discharge from hospitalization after such termination.

#### Section 2.

A probationary Employee who meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus his probationary period.

### Section 3.

Any Employee who is a member of the Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. During this period he will be reimbursed the difference in pay between what he earns for such activity and what he would have earned working for the Employer, for up to two weeks once a year.

### Section 4.

An Employee who is reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted a leave of absence, without pay, for a period not to exceed two (2) years to attend school full time under then applicable Federal laws, but such schooling must be applicable to work performed by Employees within the Bargaining Unit.

## ARTICLE XIX

### Vacations

#### Section 1.

Employees in the Bargaining Unit who are on the seniority list shall earn vacations with pay as follows:

- (I) Those with less than one full year of employment from their seniority date will earn 5/6th of a day of vacation for each month of employment;

- (II) Those with from one year to eight years of employment from their seniority date will earn two weeks of vacation;
- (III) Those with eight years or more of employment from their seniority date will earn three weeks of vacation.
- (IV) Those employees with 10 years or more of employment from their seniority date will earn four weeks of vacation.
- (V) Effective November 15, 1972, those employees with 18 years or more of employment from their seniority date will earn five weeks of vacation.

After the first year for the determination of vacation allowance, the date of seniority shall be considered as the starting date, and anyone hired not later than September 30th of any given year shall be considered as having been hired as of July 1, of that year.

### Section 2.

In computing time of employment for the purposes of Section 1 of this Article XIX, the following time shall not be counted.

- (I) Sick leave or other leave of absence.
- (II) Any month in which the Employee receives pay for less than a majority of the working days scheduled for the month.

### Section 3.

Part time, seasonal and probationary Employees, shall not be entitled to Vacations.



#### Section 4.

Vacations will normally be scheduled during the summer months when school is not in session and for a period of consecutive days, but may be scheduled at such other times during the year or split into one or more weeks as may be suitable, considering both the wishes of Employees and the efficient operation of the Employer's facilities and programs, including the availability of and costs for substitute personnel. Request by Employees for vacations during such other times of year or on a split week basis shall, to the extent they can be granted, be granted in accordance with seniority.

#### Section 5.

Each Employee must take his vacation before his next anniversary date or he will lose the same. A vacation may not be waived by an Employee and extra pay received for work during that period. If, because of illness or other cause beyond his control, an Employee cannot take his vacation at the time scheduled, the Employer will use all reasonable efforts to reschedule his vacation. If the Employee's inability to take a vacation continues throughout the year, or his vacation cannot be rescheduled within the year, the Employee shall receive pay in lieu of vacation.

#### Section 6.

If an employee quits with two weeks notice or is laid off or discharged, he shall receive pay for the vacation earned for the year of such lay-off or discharge prorated in accordance with the fraction of the year prior to such lay-off or discharge.

ARTICLE XX  
Leaves of Absence

Section 1.

Each Employee shall accumulate sick leave at the rate of one day per month of employment through the first ten years of employment, one and one-half days per month of employment through the second ten years of employment, and after twenty (20) years two days per month of employment thereafter. A maximum of two hundred (200) days may be accumulated. At the retirement of an Employee, or on his death, while with the Employer and after ten (10) years of employment with the Employer, one-half the remaining accumulated sick leave shall be paid the Employee or his estate.

Section 2.

Sick leave may be used for personal illness or injury, illness or injury in the immediate family or of persons for whom the Employee has direct and continuing responsibility, death of persons closely associated with the Employee, and quarantine.

Section 3.

Each employee shall be allowed two days off with pay each year for his personal business affairs. Such day off shall be charged against his accumulated sick leave. The Employee need not disclose the nature of the personal business or affairs involved unless the request is for the working day immediately prior or subsequent to a holiday or vacation, in which case leave will be granted only for provable emergency.

Beginning November 15, 1972, each Employee shall have three such days per year, the first of which shall not be charged against his accumulated sick leave.

#### Section 4.

Each Employee shall notify the Buildings and Grounds Office of his absence because of illness and shall notify his head custodian or building supervisor of such absence as soon as possible and in any event prior to his regularly scheduled starting time. Every effort shall be made to give such notices at least four (4) hours prior to his regularly scheduled starting time if he is on the second or third shift. Failure to so notify the Employer may result in loss of salary at the rate of time lost and, in case of repetition, discharge from employment.

#### Section 5.

Each Employee desiring to take allowable days off for personal business or affairs shall submit a written request therefor with the Buildings and Grounds Office three days in advance of the day requested. In emergencies, verbal requests may be made on shorter notice.

#### Section 6.

Leaves of absence without pay for a reasonable period not to exceed two (2) years will be granted without loss of seniority for:

- (I) Serving in any elected or appointed position, public or union.
- (II) Maternity leave. Leave must start after 5 months of pregnancy.

- (III) Illness (physical or mental) beyond accumulated sick leave.
- (IV) Prolonged illness in the immediate family beyond accumulated sick leave, provided the Employee submits a request therefor to the Buildings and Grounds Office at least ten (10) days in advance of the date on which such leave is to commence.

#### Section 7.

Emergency leave without pay may be granted for other reasons through the Office of Field Services.

#### Section 8.

One member of the Union elected to attend a function of the International Union, such as conventions or educational conference, shall be allowed time off without loss of time or pay up to ten (10) days to attend such conferences and/or conventions annually; additional members elected to attend the above functions shall be allowed time off to attend such functions without pay.

### ARTICLE XXI Benefits

#### Section 1.

- (I) Payment of extra compensation to Employees who have completed, or may hereafter complete, the Employer's prescribed training courses through Michigan State University;
- (II) Payment of Workmen's Compensation coverage;
- (III) Subscribing to the State supported pension plan and making pay deductions therefor.

- (IV) Contributing for full family hospitalization insurance per subscribing employee to Blue Cross (MVF II including S rider if Blue Cross) or other hospitalization insurance options available through the Board of Education. For those employees hired prior to October 1, 1969 contributing on the basis of Blue Cross full hospitalization rates (MVF II exclusive of S rider) for any other type of insurance available through the Board of Education if hospitalization insurance is not selected. Effective November 15, 1972 contributing for Blue Cross-Blue Shield Prescription Drug Program \$1.25 to Pay Plan.
- (V) Carrying public liability insurance covering Employees in the course of their employment.
- (VI) Longevity shall be paid in accordance with the following schedule:
1. .11¢ additional per hour starting after 10 years of service.
  2. another .5¢ additional per hour starting after 15 years of service (total of .16¢ longevity).
- For the determination of longevity allowance, the date of seniority shall be considered as the starting date and anyone hired not later than September 30th of any given year, shall be considered as having been hired as of July 1st of that year.
- (VII) The Employer shall provide at his own cost term life insurance in the amount of \$8000 for each full-time employee in the Bargaining Unit.
- (VIII) The Employer shall provide coveralls or uniforms for painters, mechanics, mechanical maintenance

personnel, carpenters, utility workers, and boiler cleaning operations. For painters such uniforms will be provided twice yearly (a total of six).

- (IX) The Employer shall replace tools, which are broken or worn out in Employer's service, for mechanics and carpenters when the broken or worn out tool is presented to the Department Head.
- (X) The Board shall continue to pay Blue Cross-Blue Shield after expiration of sick leave accumulation up to a maximum of \$1200 per year for the total unit. This clause shall become effective on March 1, 1972. The employer agrees to pay the actual Blue Cross-Blue Shield premiums for such AFSCME personnel who have exhausted their accumulated sick leave; each such member to have his specific premiums paid by the Employer for a maximum of three (3) months; such payments to be made until the total agreed upon amount (\$1,200.00) for all personnel covered by this Contract shall be exhausted.

ARTICLE XXII  
Union Bulletin Boards

Section 1.

The Employer shall provide bulletin boards in each of its buildings where Employees are employed for use by the Union for posting notices of the following types:

- (I) Notice of recreation and social events;
- (II) Notices of Union and public elections and of the results of such elections;
- (III) Notice of Union Meetings.

Section 2.

Such bulletin boards shall not be used for disseminating propaganda or electioneering material or for advertising.

ARTICLE XXIII  
Joint Committees

Section 1.

The parties agree to meet bimonthly to discuss implementation of this agreement and other matters of mutual concern. Attendance at such meetings shall conform to membership numbers established in Article VIII, Section 4. There shall be a joint committee established by the Board and the Union (3 members each) to study feasible ways to phase in hourly pay basis instead of contractual.

ARTICLE XXIV  
Annual Meeting & Picnic

Section 1.

There shall be an Annual Meeting of all permanent employees in the Building and Grounds Department, at 10:30 a.m. on a Friday near the end of August. On this day each employee shall report for duty at his regular starting time. All such Employees are required to attend the meeting. After the meeting all Employees shall be excused to attend the Annual Picnic. Those Employees who do not attend the picnic shall report back to their buildings for the rest of their working day.

ARTICLE XXV  
New Classifications and Rates of Pay

Section 1.

When a new or changed job is to be placed in the Bargaining Unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate of pay therefor. In the event the Union does not agree with the proposed classification or rate, such matters shall be subject to negotiation.

Section 2.

The establishment of new or changed jobs, of classifications or rates of pay therefor, or of new rates of pay for any purpose shall not be subject to the Grievance Procedure or arbitration, but shall be subject to negotiation.

ARTICLE XXVI  
Duration of Agreement

Section 1.

This Agreement shall become effective as of 12:01 A.M. on November 15, 1973, provided it has been ratified and executed by both parties as provided in Section 2 of Article I within a reasonable time thereafter.

Section 2.

This Agreement shall continue in full force and effect until 11:59 P.M. on November 14, 1974, at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree to from time to time.



In Witness Whereof, the parties hereto have duly executed this Agreement on the date first above written.

Public Schools of the  
City of Ann Arbor

Local #1182, Michigan Council 55  
American Federation of State,  
County and Municipal Employees,  
AFL-CIO

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## ATTACHMENT A

CLASSIFICATION	STEP	RATE	CLASSIFICATION	STEP	RATE
#1	1	3.60 Start	#10	1	4.50 Start
Lavatory	2	3.73 6 mos.	Mechanics	2	4.63 6 mos.
Attendant	3	3.86 1 yr.	Painter	3	4.76 12 mos.
	4	4.00 2 yrs.	Utility	4	4.89 18 mos.
				5	5.02 24 mos.
#2	1	4.20 Start		6	5.15 30 mos.
Custodian,	2	4.35 6 mos.		7	5.28 36 mos.
Sub. Custodian	3	4.50 1 yr.		8	5.41 42 mos.
	4	4.65 2 yrs.		9	5.55 48 mos.
#3	1	4.30 Start	#11	1	4.67 Start
High School	2	4.53 1 yr.	Carpenter	2	4.78 6 mos.
Utility Custodian	3	4.76 2 yrs.	a. Drapery	3	4.89 12 mos.
#4	1	4.30 Start		4	5.00 18 mos.
Stock Clerk	2	4.53 1 yr.		5	5.11 24 mos.
	3	4.76 2 yrs.		6	5.22 30 mos.
#5	1	4.38 Start		7	5.33 36 mos.
Custodian-Fireman	2	4.62 1 yr.		8	5.45 42 mos.
Jr. & Sr. High Schools	3	4.86 2 yrs.		9	5.62 48 mos.
#6	1	4.47 Start	#12	1	4.67 Start
Senior High	2	4.71 1 yr.	Mechanical Maintenance	2	4.80 6 mos.
Group Leader	3	4.95 2 yrs.	a. Electrical	3	4.93 12 mos.
#7	1	4.57 Start	b. Plumbing	4	5.06 18 mos.
Elementary Head	2	4.81 1 yr.	c. Locksmith	5	5.19 24 mos.
Custodian	3	5.05 2 yrs.		6	5.32 30 mos.
#8	1	4.75 Start		7	5.45 36 mos.
Junior High	2	5.03 1 yr.		8	5.58 42 mos.
Head Custodian	3	5.30 2 yrs.		9	5.70 48 mos.
#9	1	4.30 Start	#13	1	5.25 Start
Laundryman #1	2	4.53 1 yr.	Stockroom Foreman	2	5.45 1 yr.
	3	4.76 2 yrs.		3	5.65 2 yrs.
			#14	1	4.85 Start
			Laundry Foreman	2	5.13 1 yr.
				3	5.40 2 yrs.