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MASTER AGREEMENT

between the

AVONDALE SCHOOL DISTRICT

and the

AVONDALE CHAPTER

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 202

Avondale School District

Avondale ~~the~~ School District
2950 Waukegan
Antenna Heights, Mich.
48057

JULY 1, 1972 to JUNE 30, 1975

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CONTRACT

This Contract is between the Avondale Board of Education and the Avondale Chapter of the American Federation of State, County, and Municipal Employees Union Local 202 (AFL-CIO), affiliated with Metropolitan Council #23, of the American Federation of State, County, and Municipal Employees Union (AFL-CIO).

PARTIES TO AGREEMENT

This agreement entered into on this 1st day of July, 1972, between the Avondale Board of Education, hereinafter referred to as the "Employer" and/or "Board," and the Avondale Chapter of Local #202, affiliated with Council No. 23, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

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

PURPOSE AND INTENT

The purpose of this Agreement is to set forth terms and conditions of employment of the employees covered by this Agreement and to promote orderly and peaceful labor relations between the Board and the Union. Furthermore, it is the desire of the parties to this Agreement to continue to work harmoniously together and to maintain the high standards between the Board and the Union which in turn serves the best interests of the residents of the Avondale School District and the parties to this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION - EMPLOYEES COVERED

Section 1.

Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment for the term of this Agreement for those employees of the Board in the bargaining unit herein described. The bargaining unit shall include the following permanent, regularly assigned employees: custodial, maintenance, matrons, bus drivers, mechanics, and cafeteria employees; excluding but not limited to: Director of Maintenance and Transportation, part-time, substitute, and temporary employees, all other supervisory and/or executive personnel.

ARTICLE I (continued)

Section 2.

The Union agrees to represent equally all members of the bargaining unit without regard to membership or participation therein and to continue to admit members of the bargaining unit to membership without qualification other than payment of dues and permanent employment in the Avondale School District.

Section 3.

The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraphs above and references to male employees shall include female employees. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Public Act 379.

ARTICLE II

REPRESENTATION

Section 1.

There shall be three (3) representation departments within the bargaining unit consisting of the following:

- A. Custodial-Maintenance Department
 - 1. Custodial engineer classification
 - 2. Custodial classification
 - 3. Maintenance classification
 - 4. Matron classification
- B. Transportation Department
 - 1. Bus drivers
 - 2. Bus mechanic
- C. Cafeteria Department
 - 1. Assistant Manager
 - 2. Cafeteria Helper

Section 2.

There shall be one steward and an alternate steward in each department, on each shift, who shall represent all of the employees working in that department. The stewards and alternate stewards shall be regular employees working in the department they represent. During scheduled overtime periods of weekend work the steward or the alternate steward, as the case may be, shall be scheduled to work as long as there is work in the department he represents, provided, however, the Board may work up to three (3) employees without representation. More than three (3) employees may work without Union representation if the steward or alternate steward declines the work assignment. In this case, the steward will appoint an acting steward from among those assigned for that day and assignment.

ARTICLE III

UNION SECURITY CLAUSE

Section 1.

Each employee, who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union within three (3) months after his hiring date or the effective date of this Agreement, whichever is later, and thereafter maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Board within thirty (30) days after receipt of written notice to the Board from the Union of the employee's failure to maintain membership in the Union.

Section 2.

Exception to the above conditions, however, shall recognize that any employee may exercise his choice of the following alternate conditions. In lieu of Union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. An employee who fails to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default by the employee delivered to the Board by the Union.

Section 3.

The Board shall not enter into any agreement with the employees coming under the jurisdiction of the Agreement either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement.

Section 4.

Local and/or Council Representatives and/or International Representatives of the AFSC&ME, AFL-CIO shall have access to the premises of the school district at reasonable times to investigate grievances and other problems with which they are concerned. These representatives shall first notify the Superintendent or one of his Assistants of their presence.

ARTICLE IV

UNION DUES

Section 1.

The Board will deduct from the pay of each employee covered by this Agreement who has executed a proper dues authorization deduction form and delivered said form to the personnel office, all monthly union dues or service charges equal to the monthly union dues. All deductions shall be made during the first pay period of each calendar month and all sums deducted shall be remitted to the financial secretary of Local 202 of the Union, each month in which such deductions are made.

ARTICLE IV (continued)

Section 2.

All permanent, regularly assigned employees working a regular shift shall pay full union dues.

Section 3. AUTHORIZATION FORM FOR DEDUCTION OF UNION DUES OR SERVICE CHARGES

A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues or service charge dues are to be deducted hereunder shall be delivered to the Board before any payroll deductions may be taken. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error shall be returned to the Avondale Chapter Chairman by the Board for correction.

Section 4. WHEN DEDUCTIONS BEGIN AND TERMINATE

Payroll deductions which are authorized by properly executed Authorization for payroll Deduction forms shall become effective on the date the authorization form is received by the Board and shall be deducted from the first pay of the month each and every month thereafter during the employment of the union member. Deductions shall terminate the month following the time the individual ceases to be covered by this bargaining agreement.

Section 5. REFUNDS

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

Section 6. LIMIT OF EMPLOYER'S LIABILITY

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

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

Section 7. EMPLOYMENT CHANGES

The Employer will furnish to Local 202 Treasurer the names of any employees who are on leave without pay.

ARTICLE V

EMPLOYEE RIGHTS & RESPONSIBILITIES

Section 1.

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations and other lawful activities. The Board agrees that it will not discriminate against any employee for his institution of any grievance, complaint or proceeding under this Agreement.

Section 2.

The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.

Section 3.

The Union and its members may have the right to use school building facilities for meetings in accordance with Board policy.

Section 4.

It is the responsibility of the Union and individual members to honor the Board policies and Administrative Regulations not in conflict with the Master Agreement. Neither the Union, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instructions or directions of administrators or supervisors.

Section 5.

The Union agrees to supply all information which the Board requests to process any grievance or complaint.

Section 6.

In order to provide continuing health protection for students, it shall be the policy of the Board that:

- A. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his particular assignment.
- B All employees must have an annual tuberculin skin test or chest x-ray on file to be eligible for continued employment. A certificate of freedom from tuberculosis must be filed within fourteen (14) days after the first day of regular school sessions of each school year. In the event a skin test is positive, the Board shall require the employee to submit to an x-ray examination and present evidence either negative or positive results to the representative of the Board. The Union recognizes that each employee must assume the responsibility for filing an annual T.B. (tuberculosis) report to their appropriate supervisor. Failure to file the T.B. report as indicated above will result in suspension from employment until the

ARTICLE V. (continued)

report is filed. Effective with the beginning of the 1972-1973 school year and each year thereafter, each employee must have a T.B. test taken not earlier than three (3) months before the beginning of each school year. Should a T.B. clinic be arranged by the Board, notice of said clinic noting the time, place, and location will be sent to each building.

- C. All drivers of school buses shall submit annually to a physical examination as required by law. Physical examination forms will be supplied by the Board. The Board will pay \$15.00 toward the cost of the required physical examination for bus drivers.

Section 7.

Each employee accepts the responsibility to do the best job he can at all times.

Section 8.

Any employee receiving an injury on the job shall be paid for that day's work if he is sent home or sent to a doctor because of his injury. If the injury occurs when the man is alone in the building and if it is necessary for him to leave the school because of the injury, he shall be paid for that day's work providing he receives a doctor's statement if such a statement is requested by the Board. He shall notify his supervisor or someone on the list provided to him prior to leaving his work assignment.

Section 9.

The Principal shall have complete administrative charge of the building during the school year. There shall be mutual co-operation between the custodial staff and the Principal. At all times the custodial staff and maintenance men shall be responsible to the Building Principal during the school year and also to the Director of Maintenance.

Section 10.

No custodian or matron is to leave the building once his work shift begins unless permission is given beforehand by the Building Principal, Director of Maintenance and Transportation, Assistant Superintendent for Personnel or the Business Manager.

ARTICLE VI

SENIORITY

Section 1. (Probation)

A. New employees hired, by the Board, shall be considered as probationary employees for the first three (3) months of their employment. There shall be no seniority among probationary employees. When more than one employee begins regularly assigned employment on the same date, seniority will be determined by date and/or time of initial employment interview.

ARTICLE VI (continued)

- B. Should an employee miss more than five (5) days of work during this probationary period, the probationary period may be extended by the Board. This extension shall not exceed the length of time the employee was absent during his probationary three (3) month period. The employee's probationary period begins with the first day of the employee's regularly assigned employment.
- C. Probationary employees shall be eligible for fringe benefits earned and provided for in this agreement only after the successful completion of their probationary period. Fringe benefits shall not be retroactive at the completion of the probationary period unless specified.
- D. Upon completion of Probationary period an employee is eligible for the following fringe benefits:
 - 1. Sick leave - Allowance begins at the end of the probationary period but prorated retroactively to the beginning of employment. No payment for wages lost during the probationary period will be made.
 - 2. Holidays - Paid holiday benefits begin after the end of the probationary period with no retroactivity for holidays falling within the probationary period.
 - 3. Vacation - Vacation benefits are based on service including the probationary period.
 - 4. Uniforms - The uniform allowance is based on service including the probationary period.
 - 5. Insurance - Health insurance and group life insurance benefits which are paid by the Board begin upon completion of the probationary period with no retroactivity.

Section 2. (Seniority)

- A. Seniority shall be defined as the length of continuous employment of an employee since he was first assigned to a regular position. Employment as a substitute (substitute employee is defined in the Appendix) shall not be considered when the seniority lists are compiled. Seniority shall not be official until the employee successfully completes his three (3) month probationary period.
- B. Copies of the seniority lists for each representation department shall be furnished to the Union annually or when the seniority list changes, by a retirement, resignation, or through the employment of a seniority employee.

Section 3. (Loss of Seniority)

An employee shall be removed from the payroll and seniority list when he:

ARTICLE VI (continued)

- A. Resigns or retires.
- B. Is discharged and the discharge is not reversed.
- C. The employee is absent for three (3) working days without notifying the Board. An exception can be made to this rule only by the Superintendent or his designate.
- D. Fails to return to work after a layoff as delineated in Section 6, paragraph A of this Article.
- E. Has falsified information on his employment application relative to previous unsatisfactory work performance or criminal record. This termination of employment may be implemented by the Board within two (2) years of the date regular employment began.
- F. The Board will notify the Union Chapter Chairman of any employee terminated under the terms of this contract.

Section 4. (Seniority of Stewards and Officers)

- A. Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform. They shall be recalled to work in the event they are laid off to the first open job in their department which they can perform when recall of employees by the Board is implemented.
- B. Notwithstanding their position on the seniority list, the Chairman, Vice-Chairman, and Chief Steward of the Chapter, shall, in the event of a layoff be continued at work at all times when one or more departments or fractions thereof are at work, provided they can perform any of the work available.

Section 5. (Layoff)

In the event the Board determines it must reduce the number of employees in the school district, the following guidelines will be followed:

- A. Substitute employees and probationary employees will be laid off first. Seniority will then be the basis for future layoffs provided employees being retained can perform the work of the employees being laid off.
- B. Employees to be laid off for an indefinite period will have at least a fourteen (14) days' notice of layoff. The Employer shall notify the Chapter Chairman of employees being laid off at the same time employees are notified.
- C. Any seniority employee so removed shall be able to exercise seniority to bump into any equal or lower classification on a department-wide basis where he can perform the job and where his seniority is greater than the employee being bumped.

ARTICLE VI (continued)

- D. It is clearly understood that any individual laid off shall automatically terminate and suspend the Board's obligation to salary or fringe benefits under this collective bargaining Agreement or any other agreement.
- E. An employee who has satisfactorily filled a particular position as a substitute for at least three months will be considered to have completed his probationary period should he be hired by the Board on a regular basis to fill that position.

Section 6. (Recall)

- A. Laid off employees shall be recalled in the inverse order of layoff, with the most senior employee being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the Employer in writing of his intention to return to work or it is assumed he has voluntarily terminated his employment.
- B. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he fails to receive recall notice because of his own failure to advise the employer in writing of his change of address.
- C. The Board shall have no obligation to recall probationary employees who may be laid off.

ARTICLE VII

DISCHARGE AND DISCIPLINE

Section 1.

The Board shall not discharge or discipline any employee without just cause.

Section 2.

The Board, upon the discharge or discipline of an employee, shall notify in writing the department steward of said discharge or discipline.

Section 3.

The discharged or disciplined employee has the right to discuss his discharge or discipline with his steward and the Board shall select an area in the immediate building or place of employment where he may do so before the employee is required to leave the property of the Board, if this is necessary. Upon request by the Union, the Board shall discuss the discharge or discipline with the employee and the steward.

ARTICLE VII (continued)

Section 4.

Should the Union consider the discharge, discipline, or suspension to be improper, the Union's complaint shall be presented in writing to the Superintendent or his designated representative within five (5) regularly scheduled work days after the discharge or discipline. The Superintendent or his designated representative shall give his answer to the Union within three (3) regularly scheduled work days after receiving the complaint. If said answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at Step 4.

Section 5.

In imposing any discipline on a current charge, the Board shall not take into account any prior infractions which occurred more than two (2) years previously. Exceptions to these conditions may be mutually agreed upon.

Section 6.

The following shall be the usual procedure the Board will follow in implementing disciplinary action against employees covered by this agreement. However, it is understood that the Board, may, if in its judgment the offense by the employee is so severe that Step B or C (below) may be immediately imposed.

- A. First warning - verbal
- B. Second warning - written
- C. Third warning - either disciplinary layoff or discharge

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as any alleged violation of the application, meaning, or interpretation of this Agreement and shall be settled in the following manner.

Section 2.

Employees selected by the Union to serve as Union representatives shall be known as Stewards. The names of employees selected as Stewards and the Local Chapter Chairman shall be certified in writing to the Board by the Local Union. The members of the Union Grievance Committee and the Union Bargaining Committee shall also be certified to the employer by the Union.

ARTICLE VIII (continued)

Section 3.

Time Limits: The time limits specified hereinafter for movement of grievances through the grievance procedure shall be strictly adhered to and may be relaxed or extended only by mutual consent of both parties in writing. In the event the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event the Board fails to supply the Union with an answer to a grievance at a particular step and within the specified time limit, the grievance shall be deemed to be settled on the basis of the Union's last position.

Section 4.

Each grievance shall be initiated within ten (10) working days or fifteen (15) calendar days (whichever is shorter) of the occurrence of the cause for complaint.

Section 5.

- A. The primary purposes of the procedure set forth in this Section is to secure at the lowest level possible equitable solutions to the grievance.

Step 1. The aggrieved employee shall have the right to representation by a Steward. The Steward, when called by the aggrieved party, shall then call the appropriate supervisor to inform him of the fact that he is processing a grievance. The Steward and the aggrieved shall be allowed to confer regarding the grievance and if cause for complaint exists, a meeting on the problem shall take place between the grievant and/or Steward on the one hand, and the appropriate supervisor and/or his designated representative on the other hand. The Steward will not leave his working assignment in order to process a grievance without prior Board approval.

Step 2. A. In the event that the Union is dissatisfied with the result of the meeting with the appropriate supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the Assistant Superintendent for Personnel and/or his representative within three (3) working days or five (5) calendar days (not including holidays) after the meeting delineated in Step 1.

B. A meeting on the grievance shall take place between the grievant and/or Steward and the Assistant Superintendent for Personnel within three (3) working days or five (5) calendar days after receipt of the written grievance.

C. The written answer of the Assistant Superintendent for Personnel and/or his designated representative shall be given to the Union within three (3) working days or five (5) calendar days from the date of the meeting described in Paragraph B, Step 2, above.

ARTICLE VIII (continued)

- Step 3. A. If the grievance is not satisfactorily settled as delineated in Step 2, then the Union shall have the right to appeal the written decision of the Assistant Superintendent for Personnel or his representative within three (3) working days or five (5) calendar days of receipt of said written answer. Such appeal shall then be directed to the Superintendent of Schools.
- B. This Step 3 meeting will be between the Chapter Chairman, Chief Steward, and the Steward of the department of the employee filing the grievance, and the Superintendent and up to three (3) members of the Board of Education. Both parties may be accompanied by others who may be involved in the grievance. This meeting between the Superintendent and members of the Board, the Union representatives and/or representatives of Council 23, or the International Union, shall take place within three (3) working days or five (5) calendar days of the receipt of the grievance appeal from Step 2.
- C. The Superintendent and members of the Board shall render a written decision on the grievance to the Union within thirty (30) calendar days of the meeting delineated in paragraph B, Step 3.
- Step 4. A. If the Union is not satisfied with the disposition of the grievance at Step 3, the Union may, within twenty (20) working days of receipt of the Superintendent and Board's decision, submit a written notice to the Board and Superintendent indicating an intent to advance the grievance to arbitration. Grievances which do not arise directly from the language of this agreement or an alleged breach thereof may be processed through Step 3, but will not be arbitrable.
- B. Within ten (10) school days or fifteen (15) calendar days after receipt of such written notice of intent by the Union to submit the alleged grievance to arbitration, the Board and the Union will meet and agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The arbitrator so selected will hear the matter and issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then the decision shall be rendered within thirty (30) days of the date the final statements and proofs were

ARTICLE VIII (continued)

submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

- D. The power of the arbitrator stems from this agreement and his function is to interpret and apply this agreement and to pass upon the alleged violation thereof. He shall have no power to add to, subtract from, or modify any of the terms of this agreement, nor shall he have any power or authority to make any decision that requires the commission of an act prohibited by law or which is contrary to an order by a court of competent jurisdiction or that is violative of the terms of this agreement.
- E. The costs for the services of the arbitrator, including expenses, shall be borne equally by the Board and the Union.
- F. He shall have no power to establish salary scales or change any salary.
- G. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be specifically conditioned by this Agreement.
- H. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agents. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator.

Section 6. (Miscellaneous)

- A. School time shall not be used for hearing grievances without prior approval of the Board. However, any employee covered by this contract who is required by the Board to attend a grievance meeting or hearing shall be paid his or her regular hourly rate of pay for all time spent in such meetings, when such time falls during the employee's regularly assigned work shift.
- B. All evidence and circumstances shall be included on Step 1 of the grievance. The grievance shall be in writing from Step 2.
- C. Steps may be bypassed by mutual consent of the Board and the Union so that the grievance may be processed at the appropriate level and as efficiently as possible.
- D. Hearings (steps) in the grievance procedure shall not be public and shall be limited to official representatives of the Board and the Union.
- E. A grievant may be accompanied to hearings (steps) within the grievance procedure by legal counsel.

ARTICLE VIII (continued)

- F. The decision of the arbitrator shall be submitted to the Board and the Union and, subject to law, shall be final and binding upon the Union, the Board, and the grievant.
- G. The Board agrees to supply any information which the Union requests to process any grievance or complaint. However, the Union agrees to pay the costs of any information so supplied to the Union.
- H. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.

ARTICLE IX (continued)

- G. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE X

NO STRIKE CLAUSE

- A. The local Union officers shall not cause, engage in or sanction any strike or refusal to perform the duties of employment nor shall any employee willfully absent himself from his position, abstain from the faithful performance of his duties, interfere with the rights and the privileges or obligations of employment, for the purpose of a strike, tie-up or slow-down as set forth by law as provided by Act 379. No lockout of employees shall be instituted by the employer during the term of this Agreement.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
 - 1. Deliver immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and by--
 - 2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

ARTICLE XI

WAIVER CLAUSE

Section 1.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. Therefore, the parties recognize this Agreement may be altered, by addition, modification, or deletion, only through the voluntary, mutual consent of the employer and the Union by a memorandum of agreement which has been ratified and signed by both parties, thereby becoming an amendment to this agreement which is then final and binding on all employees covered by this Contract and on the Board.

ARTICLE XII

ENTIRE AGREEMENT CLAUSE

Section 1.

This Agreement supersedes and cancels all previous Agreements or past practices between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIII

SPECIAL CONFERENCES

Section 1.

Special conferences for important matters will be arranged between the Chapter President and the Board upon the request and agreement of both parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those on the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE XIV

PROMOTIONS AND TRANSFERS

Section 1.

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position within his representation department or within another representation department.

Section 2.

A. Whenever a job opening occurs, other than a temporary opening as previously defines, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted for ten (10) days. A notice will be sent to all employees within that department. Two (2) additional notices shall also be sent to the head custodian and to the bus garage for posting.

B. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Assistant Superintendent for Personnel.

C. Promotions shall be made on the basis of the seniority and the qualifications of the employee in relationship to the job specifications. If the senior applicant is denied the promotion, the reasons for the denial shall be stated in writing to the employee with a copy of said reasons going, also, to the Chapter Chairman. The employee, so denied the promotion, may within ten (10) days of receipt of written reasons for said denial, appeal his passover to the Board.

Section 3.

No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically agrees to the assignment. It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

Section 4.

A. When employees are assigned out of their classification for more than three (3) consecutive days they shall receive pay at the higher job classification rate.

B. Night custodians, called in to substitute for an absent custodian engineer when school is in session, shall not lose their night premium until after three (3) days of continuous substituting.

Section 5.

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new quipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other open job within his

ARTICLE XIV (continued)

representation department, provided he can perform the job to the satisfaction of the Board. Any employee so transferred as a result of the application of this Section shall be given up to sixty (60) days of "on the job training" to qualify for the new position.

Section 6.

A. Employees desiring to transfer to other open jobs shall submit in application in writing to the Assistant Superintendent for Personnel. The application shall state the reason for the requested transfer.

B. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority provided there are jobs available.

Section 7.

A. There shall be no contracting or sub-contracting of work presently being performed by employees within the bargaining unit during the term of this agreement unless there is not time, men, or equipment available to perform the work required by the Board.

B. The Board may sub-contract work which is beyond the capability of the present staff and which will not result in a layoff of full time employees.

Section 8.

A. New jobs or vacancies in existing job classifications are job vacancies not occupied due to an employee's resignation, an employee's illness, an employee's leave of absence, or because the job is new. These jobs shall be filled initially by the Board on the basis of a temporary transfer, if necessary. During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit an application in writing to the Assistant Superintendent for Personnel.

B. The Board shall fill the new job classification or the vacant job as soon after it has been posted as is possible. The job shall be filled in accordance with Section 2 (C) above.

ARTICLE XV

USE OF BUILDINGS

Section 1.

There will be a custodian and/or a maintenance employee called in whenever the buildings are being used on Saturday or Sunday or beyond the regular working schedule by School, Church, or Civic Organizations. Head custodians shall be supplied each Monday with a schedule of the Organizations known at that time which will be using the buildings and the time they will be present. Schedules are to be arranged so that a custodian will be in attendance at all times a building is in use by an outside group. (Except small planning or executive groups may meet without a custodian if a member of the Administration is present). In case of an emergency meeting, the building custodian shall be notified as soon as possible.

ARTICLE XVI

INCLEMENT WEATHER

Section 1.

When schools are closed to students because of inclement weather or "other acts of God", custodians and other employees are expected to report for work if it is at all possible. However, if an employee is asked not to work by the Board then such employee shall be paid at his regular daily rate for any regular scheduled days not worked.

ARTICLE XVII

UNION BULLETIN BOARDS

Section 1.

The Board shall provide bulletin boards in all buildings for exclusive use of the Union.

Section 2.

The material on the bulletin boards shall be kept current by the Union and shall not be derogatory to the Board, the School District, or any employee.

ARTICLE

DRIVER ASSIGNMENTS, HOURS, AND EMERGENCY CALL-IN

Section 1.

A regular run is defined as a regularly assigned run to take children to school or to return children home.

ARTICLE XVIII (continued)

Section 2.

Selection of bus runs shall be bid in a period no greater than two (2) weeks before school starts. Bids hold until October 15, because of adjustments. Bids for runs, except Kindergarten, may be made again on or near October 15th, to hold through the school year. Regular runs becoming open during the year, shall be refilled through the bidding procedure.

Section 3.

Custodians will not be permitted to drive buses, except in an emergency under extenuating circumstances.

Section 4.

Buses shall be assigned to runs before runs are bid.

Section 5.

In the event of an emergency as determined by the Board, all drivers who are required to report in and take children home at a time other than regular dismissal time and without advance notice thereof shall be guaranteed a minimum of two (2) hours pay at their regular rate.

Section 6.

A driver assigned in an emergency to take a regular school run in addition to her regular assignments shall be paid the time it takes to complete that run, but in no case shall that time exceed one (1) hour.

ARTICLE XIX

EXTRA TRIPS

Section 1.

- A. Runs classified as "extra trips" shall include coverage of meals, lodging and other necessary expenses incurred on this trip when these expenses are authorized by the Board in advance, (see Article XX).
 - B. Assigned drivers shall make round-trip runs when on extra trips when it is possible.
 - C. Extra runs shall be guaranteed a minimum of two (2) hours pay. Extra runs shall be defined as any transporting of children which is other than the employees regular run as defined in Article XX, Sections 1 and 2.
 - D. Extra runs of field trips shall be posted on the Union bulletin board as soon as possible before such trip and shall be rotated on the basis of seniority starting at the top of the list and all hours equalized as equally as possible among drivers. Equalization lists are to be kept up to date at all times showing accumulated hours posted on the Union bulletin board. Normally, field trips will be assigned no less than twenty-four (24) hours in advance.
 - E. Vocational, and head start drivers shall be allowed to take field trips. Kindergarten drivers may take field trips the second (2) semester.
 - F. Extra runs will be posted in the drivers' lounge at the Avondale Bus Garage each Monday or as early as possible each week.
 - G. Drivers who volunteer to take a run will be expected to drive that run unless excused for just cause* by the Director of Transportation.
 - H. Drivers may decline a run up to twenty-four (24) hours prior to the run but if a run is declined, the driver is charged for that time.
- * Just cause is defined as illness of the driver, serious illness within her family, or an emergency which makes it impossible for the driver to drive the extra run.
- I. For the purpose of Paragraph D above, time not worked because the driver was unavailable or did not choose to work shall be charged the number of hours of said trip on the overtime list, but it shall not be cause for discipline. After posting of each equalization list, extra field trips will be given to drivers with the lowest number of hours until the hours are equalized as evenly as possible.
 - J. Regular drivers not driving field trips and then beginning to drive field trips shall be charged the highest number of accumulated hours on the list.
 - K. Any new drivers shall be charged the highest number of accumulated hours on the list after the probation period.
 - L. Provisions shall be made for drivers on extra trips so that they will not have to sit in the bus. They shall have the same privileges as the group that they transport.

ARTICLE XX

EXPENSES FOR DRIVERS

Section 1.

Article XIX, Section A, of the negotiated contract between the Board of Education and the Union, states:

"Runs classified as 'extra trips' shall include coverage of meals, lodgings and other necessary expenses incurred on this run."

Since the drivers "shall have the same privileges as the group that they transport," - the Board of Education shall not pay for meals and/or lodging if the transported group purchases meals and/or lodging for the members of their group.

If the group transported carries sack lunches or does not eat, and if the extra trip is to a location outside of the School District, then the driver will be paid meal allowances when the following conditions are met:

A. A noon meal, costing no more than \$1.75 will be allowed when:

- a regular morning run is operated by the driver before picking up the extra trip, and
- there is less than one (1) hour elapsed time between the official ending of the morning regular trip and the time the driver must be at the building where she is to pick up her group, and
- the driver returns the group to the district after 1:15 p.m.

B. A noon meal costing no more than \$1.75 will be allowed when:

- an extra trip operates on a day when the Avondale Schools are not in session, or when the driver does not operate a regular morning trip, and
- when the extra trip begins before 10:00 a.m., and
- finishes after 2:30 p.m., or
- there is less than one (1) hour elapsed time between the completion of the extra trip and the beginning of an afternoon regular assignment.

C. An evening meal, costing no more than \$2.25 will be allowed when:

- the driver operates a regular afternoon trip prior to picking up the group, and
- the elapsed time between the official ending of the afternoon regular trip and the time for pick up of the group is less than one (1) hour, and
- the group is not returned to the District before 7:00 p.m.

ARTICLE XX (continued)

D. An evening meal, costing no more than \$2.25 will be allowed when:

- an extra trip operates on a day when the Avondale Schools are not in session, or when the driver does not operate a regular after-noon trip, and
- when the extra trip begins after 3:30 p.m. and finishes in the District after 7:00 p.m.

Section 2.

A cash register or restaurant receipt must be submitted by the driver when claiming meal allowances and the Board will pay only the amount spent for each meal up to the allowable amount.

ARTICLE XXI

SALARY SCHEDULES

Section 1.

Custodian - Engineer (Head Custodian of a School Building)

	<u>7-1-72 to</u> <u>6-30-73</u>	<u>7-1-73 to</u> <u>6-30-74</u>	<u>7-1-74 to</u> <u>6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$3.58	\$3.73	\$3.88
2	\$3.82	\$3.98	\$4.14
3	\$4.05	\$4.22	\$4.39
4	\$4.28	\$4.46	\$4.64
5	\$4.54	\$4.74	\$4.94

Custodian

	<u>7-1-72 to</u> <u>6-30-73</u>	<u>7-1-73 to</u> <u>6-30-74</u>	<u>7-1-74 to</u> <u>6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$3.50	\$3.65	\$3.80
2	\$3.67	\$3.83	\$3.99
3	\$3.84	\$4.01	\$4.18
4	\$4.00	\$4.17	\$4.34
5	\$4.19	\$4.37	\$4.55

ARTICLE XXI (continued)

Matron

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$2.98	\$3.11	\$3.24
2	\$3.07	\$3.20	\$3.33
3	\$3.20	\$3.34	\$3.48
4	\$3.31	\$3.45	\$3.59
5	\$3.63	\$3.79	\$3.95

- A. Senior High School Custodian Engineer shall receive Four Hundred and Fifty Dollars (\$450.00) per year additional pay prorated on an hourly basis.

Junior High School and Middle School Custodian Engineers shall receive Three Hundred and Seventy-Five Dollars (\$375.00) per year additional pay prorated on an hourly basis.

Custodians and matrons whose shift begins after 2:00 p.m. shall receive an additional 5% of their established hourly rate.

- B. During the winter months, it is often necessary to check the buildings on weekends. A custodian shall be paid at his regular hourly rate for this work. A minimum of two (2) hours at time and one-half shall be allowed for each day that it is necessary to do this work. Mileage will be paid to the custodian for ten (10) miles per day at the rate of ten cents (10¢) per mile. The building check will be done on a seniority, rotating basis.

Section 2.

Maintenance

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$3.97	\$4.14	\$4.31
2	\$4.21	\$4.39	\$4.57
3	\$4.44	\$4.63	\$4.82
4	\$4.67	\$4.87	\$5.07
5	\$4.92	\$5.13	\$5.34

ARTICLE XXI (continued)

Section 3. Cafeteria Employees

Manager's Assistant (one person per cafeteria)

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$2.65	\$2.76	\$2.87
2	\$2.72	\$2.84	\$2.96
3	\$2.79	\$2.91	\$3.03
4	\$2.85	\$2.97	\$3.09

Cafeteria Helper

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$2.39	\$2.49	\$2.59
2	\$2.47	\$2.58	\$2.69
3	\$2.53	\$2.64	\$2.75
4	\$2.59	\$2.70	\$2.81

Section 4.

Bus Drivers

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$3.50	\$3.65	\$3.80
2	\$3.63	\$3.79	\$3.95
3	\$3.76	\$3.92	\$4.08
4	\$3.89	\$4.06	\$4.23

- A. Extra trips will be paid at the rate of \$3.34 per hour 7-1-72 to 6-30-73 and \$3.48 per hour 7-1-73 to 6-30-74 and \$3.62 per hour 7-1-74 to 6-30-75.

Extra trips will be paid at the rate of time and one-half on holidays and Sundays.

ARTICLE XXI (continued)

- B. One-half (1/2) hour per day shall be paid for warm up and for cleaning and for fueling bus providing the run has an a.m. and a p.m. schedule. This shall be paid at the regular rate of pay.
- C. Fifteen (15) minutes shall be paid per day at the regularly scheduled rates for warm up/clean up/fueling when a run has either an a.m. schedule or a p.m. schedule only.
- D. Time spent in bus driver school, as shown on the certificates issued by the Intermediate School District, will be paid at the rate of \$2.00 per hour.

Section 5.

Mechanic

	<u>7-1-72 to 6-30-73</u>	<u>7-1-73 to 6-30-74</u>	<u>7-1-74 to 6-30-75</u>
<u>Step</u>	<u>Wage per hour</u>	<u>Wage per hour</u>	<u>Wage per hour</u>
1	\$3.92	\$4.09	\$4.26
2	\$4.16	\$4.34	\$4.52
3	\$4.39	\$4.58	\$4.77
4	\$4.62	\$4.82	\$5.02
5	\$4.87	\$5.08	\$5.29

Section 6. Longevity

More than 10 full years work, 5¢ per hour.

More than 15 full years work, 5¢ per hour.

More than 20 full years work, 5¢ per hour.

Payable beginning on the anniversary date of employment for 10, 15, and 20 year employees. Time spent on leave (other than Workmen's Compensation one-year leave) does not count toward work time.

ARTICLE XXII

HOURS OF WORK

Section 1.

- A. The standard work day for full time custodial employees shall be no more than eight (8) hours. This shall include a twenty (20) minute paid lunch period.
- B. The standard work day for regularly assigned cafeteria employees shall be up to eight (8) hours per day.

ARTICLE XXII (continued)

Section 2.

The standard work week shall not be more than five (5) days beginning on Monday and ending on Friday.

Section 3.

Except as otherwise provided in Sections 1 and 2 of this article, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time according to the following Paragraphs A and B:

- A. First shift begins on or after six (6) a.m., but before twelve o'clock noon.
- B. Second shift is any shift that regularly begins on or after twelve o'clock noon, but before six (6) p.m.

Section 4.

The lunch period of twenty (20) minutes for each full time eight (8) hour custodial employee shall be part of the regular eight (8) hour work day during the school year. Any summer deviation from this schedule shall be mutually worked out with the building principal and/or Director of Maintenance.

Section 5.

Work schedules showing the employees' shifts, work days, and hours shall be posted by the Board on all department bulletin boards at all times. Except for special events, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Board.

In emergency situations work schedules and/or work assignments may be changed by the Board for the duration of the emergency.

Section 6.

There shall be one custodial engineer classification per school. The position of custodial engineer shall not be considered vacant during vacations or during temporary absence. When the custodial engineer or night custodian is absent from the school during days when school is in session, the position shall be covered by another custodian regularly assigned to that building as follows:

- A. Whenever there is an absence due to illness or an accident of an afternoon custodian in a building, the day custodian will be asked to work the first four (4) hours of the absent employee's shift. Should the day man be absent, the afternoon man will be given the opportunity to work the day shift and four (4) hours of his own afternoon shift.
- B. This four (4) hour working arrangement, above and beyond the regular eight (8) hour shift of the custodian, may be continued for a period up to five (5) consecutive days.
- C. If the other custodian in the building declines the opportunity to work this extra four (4) hours, then a substitute may be called without regard to the five (5) day period.
- D. Should the illness, or incapacitation, of the employee last beyond five (5) days, then a regularly assigned substitute may be hired beginning the sixth day of absence.

ARTICLE XXII (continued)

Section 7.

All bus drivers shall be paid their regular day's salary for all days worked while school is in session and children are in attendance. During the school year there will be a minimum of one hundred eighty (180) working days for bus drivers.

Cafeteria employees shall be paid for all days worked while children are in attendance and hot lunches served. On those days when children are in attendance and lunches are not served, Cafeteria Managers have the option of permitting the cafeteria workers to work all or part of their regular assignments.

ARTICLE XXIII

OVERTIME

Section 1.

When there is a need for work to be finished up in any one building, beyond the regular eight (8) hour day, then the custodial employees in the immediate school building shall divide the overtime, with the approval of the Director of Maintenance and/or the Assistant Superintendent for Personnel. All work to be done after the regular forty (40) hour week shall be considered as overtime, and the employees shall receive time and one-half for their work in one week beyond forty (40) hours.

Section 2.

All employees shall be paid time and one-half after eight (8) hours work per day and after forty (40) hours work in one week. Overtime shall not be pyramided. All employees shall be paid double time for Sunday or holidays as required by the Board except for the custodial building check on weekends.

Section 3.

When an employee is called to work for an emergency, he shall be guaranteed no less than two (2) hours of pay at time and one-half.

Section 4.

All dinners scheduled after regular school hours in the cafeteria will be assigned to the cook manager, who will allocate the necessary employees in her kitchen.

- A. They will be paid at the rate of time and one-half provided the employee worked a full day that day. If overtime cannot be handled within the kitchen where the overtime occurs, then it will be filled voluntarily on rotation by cafeteria employees from the other schools.

Section 5.

It is agreed that all overtime not delineated shall be covered as follows: It is mutually agreed and understood by the Board and the Union that overtime shall be divided as evenly and functionally as possible in all categories. Each sixty (60) day period the Board shall submit to the Chapter Chairman an itemized overtime list setting forth clearly all overtime paid during the immediate reporting period as well as accumulated overtime to date. Reports shall originate and terminate on the fiscal year. Any person refusing overtime shall be charged for that time on the overtime list, but it shall not be cause for discipline.

Section 6.

Overtime shall be authorized in advance by the Director of Transportation and Maintenance or the administrative staff.

ARTICLE XXIV

VACATION

Section 1.

- A. All custodial employees who have been on the payroll for a period of one (1) year to five (5) years shall be entitled to two (2) weeks vacation with pay during the summer.
- B. All custodial employees who have been on the payroll for a period of more than six (6) years shall be entitled to three (3) weeks vacation with pay during the summer.
- C. Vacation schedules will be worked out with the Director of Transportation and Maintenance.

Section 2.

All other employees covered by this agreement and having at least one (1) year service shall receive one (1) week paid vacation time, which will be paid at the employee's rate during the Christmas recess.

ARTICLE XXV

HOLIDAYS

Section 1.

The Board agrees to pay all full time employees for the following holidays not worked, according to the following schedule. For these days employees will be paid their regularly assigned daily rate.

- A. Custodians and matrons shall be paid for the following holidays not worked. It is understood that all other days in the calendar year are scheduled work days except Saturday and Sundays.

July 4
Labor Day
Thanksgiving Day
Friday after Thanksgiving
December 24, 25 & 31

January 1
Good Friday
Easter Monday
Memorial Day

- B. Cafeteria employees shall be paid for the following holidays not worked. Cafeteria employees shall be paid for all other days worked when school is in session and lunches are prepared.

Labor Day
Thanksgiving Day
Friday after Thanksgiving
December 25

January 1
Good Friday
Easter Monday
Memorial Day

ARTICLE XXV (continued)

- C. Bus drivers shall be paid for the following holidays not worked. Bus drivers shall be paid for all other days worked when children are transported on regular runs. During the school year there will be a minimum of one hundred and eighty (180) working days for bus drivers.

Labor Day	January 1
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Easter Monday
December 25	Memorial Day

ARTICLE XXVI

PHYSICAL EXAMINATION

Section 1.

All employees must have an annual tuberculin test or chest X-Ray. A certificate of freedom from tuberculosis must be filed within fourteen (14) days of the first day of the school year with the Assistant Superintendent for Personnel at the Board of Education Office. The test must have been performed within the nine (9) months preceding the 1st day of the regular school session.

Section 2.

All drivers of school buses shall, as evidence of his or her physical fitness and mental alertness, submit annually to a physical examination as required by law by a reputable physician who may be selected by the Board and present the physician's certificate to the Assistant Superintendent for Personnel.

Section 3.

Blanks or forms for said physical examinations for bus drivers shall be supplied by the Board and the Board shall pay the amount of Fifteen Dollars (\$15.00) toward this examination.

ARTICLE XXVII

SICK AND EMERGENCY LEAVE WITH PAY

Section 1.

Regularly assigned employees will be granted sick leave days as herein listed:

- A. Custodians-- twelve (12) sick leave days per year
- B. Cafeteria employees - ten (10) sick leave days per year
- C. Bus drivers - ten (10) sick leave days per year
- D. Sick leave days accumulate at the rate of one (1) per month of employment.

Section 2.

Sick leave days may accumulate according to the above schedule during the course of the employees seniority. Sick leave days do not accumulate while on leave except for time loss due to a condition which is compensable under Workmen's Compensation.

Section 3.

Sick leave days chargeable to the employee's sick leave bank may be used for the following reasons:

- A. Personal illness (a doctor's certificate indicating fitness to return to work is required for any absence of ten (10) consecutive work days).
- B. Three (3) days may be used annually for illness of an immediate relative (immediate relative is defined as husband, wife, son, daughter, mother, father, mother-in-law).
- C. Two (2) days per year may be used for personal business. Application is to be made in advance to the building administrator, or Director of Maintenance if the Principal is unavailable, for use of sick leave days as personal business days. Personal business is defined as that activity which could not be acted upon except during school hours. Personal business days will not be granted on the day before or after a holiday.
- D. The employee may petition the Superintendent of Schools for extra days under Paragraphs B and C. It is understood that the Superintendent's decision is not grievable.

Section 4.

Sick leave days for the year shall be credited to the employees on the first pay of the fiscal year. Employees shall execute a promissory note payable to the Board for repayment in money or days for sick days to be used that are credited but which have not been earned. Repayment shall be made within a

ARTICLE XXVII (continued)

(10 months for ten month employees) (12 months for twelve month employees) period from time of borrowing. If repayment is not made in days accrued, the sick days used will be deducted from the employee's final paycheck.

Section 5.

A separate sick leave bank has been created for loaning sick leave days to custodians, to bus drivers, and to cafeteria workers who are covered by this Agreement and who have exhausted their own personal sick leave bank. A committee composed of two (2) people for each separate sick leave bank will meet as required to approve or disapprove applications for sick leave loans by members of the respective sick leave banks. Each committee, composed of four (4) people, two (2) appointed by the Union and two (2) administrator appointed by the Superintendent, shall render decisions with ten (10) days of all applications to borrow sick leave days. The decision of this committee is not grievable.

Section 6.

If a death occurs among members of the employee's immediate family or household (as previously defined), the employee shall be granted three (3) days leave which will not be charged to sick leave.

ARTICLE XXVIII

LEAVES OF ABSENCE

Section 1.

Employees may be granted a leave of absence without pay for up to one (1) year for good cause and with the consent of the Board without prejudice to seniority and under such conditions as may then be deemed equitable by the Board. The Bargaining Committee shall be notified promptly of a request and grants for leave of absence and such notice shall be given by the Board. Violation of the intent for leave of absence shall be considered grounds for immediate dismissal of the employee. Upon termination of said leave of absence the employee shall be reinstated to his former position or one reasonably equivalent.

Section 2.

Annually, up to two (2) members of the Union who have been elected to Local Union positions or selected by the Union to do work which takes them from their employment, shall, upon written request of the Union to the Board, receive leaves of absence without pay. Upon their return they shall be re-employed along with accumulated seniority. If the leave of absence exceeds two (2) years, the employee will be assigned to the first job available for which he is qualified.

Section 3.

One (1) member of the Union elected to attend an AFSCME Convention shall be allowed a maximum of two (2) work days annually plus any annual Personal Business days remaining as a total number of days approved with pay. The use of Personal Business days will be deducted from their sick bank.

ARTICLE XXVIII (continued)

Section 4.

Employees called for jury duty shall receive the difference between the jury pay and their regular wages during time they are serving on a jury. Time spent serving on jury duty shall not be taken from personal, sick days, annual leave, or holiday pay.

Section 5.

The Board agrees that the same right to re-employment which the law affords to selective service employees inducted into the Armed Services of the United States of America, shall also extend to employees voluntarily enlisting in such Armed Forces, providing the employee notifies the Board of such enlistment prior to leaving his employment. Seniority for such employee shall accumulate during his service in the Armed Forces for one enlistment period.

Section 6.

Pregnant employees shall be permitted to take a maternity leave of absence from their employment at the end of the sixth (6th) month of pregnancy. In the event such pregnancy adversely affects the work and/or attendance of the employee, such employee shall be required to take such maternity leave of absence at an earlier date, as deemed necessary by the employer, based on the opinion of the employee's private physician. Not sooner than one (1) month nor later than nine (9) months following the termination of pregnancy, such employee may apply for reinstatement to active employment and shall be recalled to work in the position held at the time the leave was granted. (The employee shall accumulate seniority during the period she is absent from work on a maternity leave of absence.) If an employee on such leave of absence fails to apply for reinstatement within nine (9) months following the termination of pregnancy, such employee shall forfeit all rights to return to work and her employment shall be terminated.

Section 7.

Employees on Board approved leaves of absence shall continue to accrue seniority but will not accumulate seniority for purposes of qualifying for salary increments or fringe benefits which are afforded employees with higher seniority. However, an employee on a Board approved leave shall retain accumulated sick leave days.

Section 8.

An employee on medical leave compensated by Workmen's Compensation shall accumulate seniority and fringe benefits (to the extent they are allowed) for a period of up to one (1) year from the anniversary of the compensable condition.

ARTICLE XXIX

TERM LIFE INSURANCE

Section 1.

The Board shall provide Eight Thousand Dollars (\$8,000) term life insurance for the six (6) hour or more per day employee who is Head of the Household and who is also the primary wage earner and who has dependents. All other regularly assigned employees who are covered by this agreement shall be provided by the Board with Three Thousand Dollars (\$3,000) term life insurance.

Section 2.

A \$1,000 paid up term life insurance policy will be provided by the Board at no expense to the employee, to any employee who retires during the life of this agreement and who elects to draw pension benefits from the Michigan School Retirement Fund. It is understood by both the Board and the Union that in order to qualify for this paid up term life insurance policy the employee must have a minimum of ten (10) years of service in the Avondale School District and he must also qualify to receive pension benefits from the Michigan School Retirement Fund.

ARTICLE XXX

WORKMEN'S COMPENSATION INSURANCE

Section 1.

In the event that an employee loses time because of an accident or illness that is covered and reimbursed by Workmen's Compensation Insurance, the Board agrees to pay the difference between the compensation and the employee's full day's pay providing that the employee agrees to have one half of a sick day deducted from his sick leave bank. The employee in such an instance shall receive full pay for as long as he has sick leave days or until he returns to work. However, an employee may elect to receive only Workmen's Compensation and not utilize his personal sick leave bank.

ARTICLE XXXI

HOSPITALIZATION INSURANCE

Section 1.

- A. Each employee, as noted herein in A and who is covered by this agreement and who is regularly employed for twenty (20) hours or more per week, shall have the Board pay for the Blue Cross/Blue Shield medical-hospitalization insurance as herein noted:
 - 1. The Board shall make full payment for family coverage for the employee who works six (6) hours or more per day and who is Head of Household and who is also the primary wage earner and who has dependents.
 - 2. The Board shall make full payment for two person coverage for the employee who is Head of Household and who is also the primary wage earner and when the other person covered is the spouse of the employee.
 - 3. The Board shall make full payment for one person coverage for all other eligible employees.
- B. The coverage shall include Comprehensive Hospitalization with riders DCCR, SA, D 45NM, IMB, OPP, and CC with ward privileges, and MVF-2 with riders ML, SDGB, Master Medical and Medicare Exact Fill. Effective, beginning the second year of the contract, (July 1, 1973), a \$2.00 prescription rider will be provided.
- C. The Board shall not be responsible for solicitation of the employees for this insurance but shall have application forms and the necessary information available for the employees.
- D. Employees may, through payroll deduction, arrange to have additional coverage for themselves and for other member(s) of their family if the coverage for these member(s) is not included in the above.
- E. An employee regularly assigned for less than twenty (20) hours per week shall pay for the one person coverage on a pro-rata basis with the Board if they wish to have the coverage. For example, a fifteen (15) hour per week employee will pay one-fourth (1/4) while the Board pays three-fourths (3/4). Coverage is limited to persons regularly employed for fifteen (15) hours or more per week.
- F. Michigan Hospital Service and Michigan Medical Service (Blue Cross/Blue Shield) shall not be a party to this agreement and coverages and rates are hereby limited to the availability of such coverages and rates as provided by Blue Cross/Blue Shield.

ARTICLE XXXII

UNIFORMS

Section 1.

- A. The Board shall provide uniforms for the custodians with one or more years of seniority. These uniforms will be furnished once during the year at the rate of three (3) uniforms per year.
 - 1. Providing a custodian has four (4) good usable uniforms, he may select instead of uniforms, socks, work boots, or jacket, as specified by the Board up to the amount but not to exceed Forty-Five Dollars (\$45.00). This wearing apparel to be as specified by the Board.
- B. Matrons will receive three (3) uniforms per year as specified by the Board, providing they have been employed for one (1) year. Matrons with four (4) good usable uniforms may select shoes or stockings instead of uniforms up to the amount of Forty Dollars (\$40.00). This wearing apparel to be as specified by the Board
- C. Cafeteria employees shall receive three (3) uniforms per year as specified by the Board providing they have been employed for one (1) year. Uniform purchase will be made at one time only during the year, not to exceed Forty Dollars (\$40.00) Cafeteria employees with four (4) good usable uniforms may select shoes or stockings instead of uniforms as specified by the Board.
- D. Bus drivers shall receive one (1) jacket provided by the Board, the cost shall not exceed Thirty Dollars (\$30.00), after successfully completing their probationary period. This jacket will be replaced by the Board when it is un-servicable. In no case will it be replaced more than once annually.

ARTICLE XXXIII

IN-SERVICE TRAINING FOR CAFETERIA EMPLOYEES

Section 1.

It is recognized by both the Board and the cafeteria employees of the Avondale School District that participation in the "in-service training sessions" and other established local and state training sessions by cafeteria employees is beneficial to both the Board and the cafeteria employees. Therefore, while in attendance in in-service training sessions at the request of the Board, the employees shall receive their regular rate of pay.

ARTICLE XXXIV

RETIREMENT

Section 1.

All employees who have reached the age of fifty-five (55) and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees' Retirement Fund) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the employee shall receive pay at his pay rate at the time of retirement for one-fourth ($1/4$) of the number of sick leave days accumulated up to a maximum payment of thirty (30) days. This amount shall be returned to the Avondale School District if the retiree returns to full time school work.

All employees who have reached the age of sixty (60) or older and who qualify for retirement benefits under the State retirement plan (Michigan Public School Employees' Retirement Fund) and who elect to exercise their benefits under the State retirement plan may petition the Avondale Board of Education for permission to retire. If this request for retirement is approved by the Avondale Board of Education, then the employee shall receive pay at his pay rate at the time of retirement for one-half ($1/2$) of the number of sick leave days accumulated up to a maximum payment of sixty (60) days.

ARTICLE XXXV

GENERAL PROVISIONS

Section 1. (Probationary Employees)

Probationary employees shall not be covered by this Agreement until their probationary periods of three (3) months are successfully completed.

Section 2. (Computation of Wages)

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

Section 3. (Credit for Past Experience)

Non-certificated employees of the Avondale School District who are covered by this agreement may be given up to three (3) years credit on the salary schedule for past experience providing this experience is in the area of employment for which the new employee is being considered.

ARTICLE XXXVI

CONTRACT DEFINITIONS

- BARGAINING UNIT -- A group of employees appointed by the Union who bargain collectively with the Board and who have been recognized by the Board as the duly elected representatives of the Union.
- BOARD -- The Avondale Board of Education, the Avondale administrative staff and its designees.
- DEPARTMENTS -- The three (3) representative departments within the bargaining unit -- custodial employees and matrons, cafeteria employees, bus drivers, and mechanics.
- DISCIPLINE -- A verbal or written penalty for a violation of this contract, Board policy, or a Principal's directive.
- EXTENDED PERIOD -- A period of more than three (3) days.
- GRIEVANCE COMMITTEE -- Employees selected by the Union to serve as Union representatives shall be known as "stewards." The names of employees selected as stewards, and the local Chapter Chairman, shall be certified in writing to the Board by the local union, and the individuals so certified shall also constitute the Union Grievance Committee and the Union Bargaining Committee.
- GRIEVANCE DEFINITION -- A grievance is defined as any alleged violation of the application, meaning, or interpretation of this Agreement.
- LAYOFF -- To cease to employ because of a reduction in the working force which may be due to a decrease of work or a limitation or reduction of operating funds.
- LOCK-OUTS -- The denial of employment by the Board to workers during a labor dispute.
- PROBATIONARY PERIOD -- The three (3) month period the employee serves at the beginning of his employment and during which there are no fringe benefits accruing to the employee.
- PROMOTION -- The advancement of an employee to a higher paying position.
- REGULAR SHIFT -- The hours worked every day one (1) hour up to eight (8) hours which are regularly assigned.
- REGULARLY EMPLOYED PERSON -- One who has a regular assigned duty of one (1) hour or more per school day.
- SENIORITY -- Shall be defined as the length of continuous employment of an employee since he was first assigned to a regular position after successfully completing his probationary period.

ARTICLE XXXVI (continued)

SERVICE CHARGE -- An amount of money equal to the monthly Union dues paid in lieu by employees in the bargaining unit who elect not to join the Union.

STRIKES -- To quit work with mutual understanding by all departments in the Union to enforce compliance with demands made on the Board - it is recognized that this is illegal and the Avondale School District Chapter of AFSCME, Local 202, pledges not to engage in this type of activity during the duration of this contract.

STEWARD -- A person elected or appointed to represent his department in dealings with the Board and who also serves as a member of the Grievance and Bargaining Committees.

SUBSTITUTE -- A substitute is defined as a person on call to fill in for absent employees on a temporary basis.

TEMPORARY JOB -- A temporary job is a vacancy that may periodically develop in any job classification (may be seasonal or because of special programs).

UNION -- The Avondale Chapter of the American Federation of State, County and Municipal Employees AFL-CIO, Local 202 of the American Federation of State, County and Municipal Employees.

UNION DUES -- A specific amount of money established by the Local and International Union to be paid once a month by each member of the Union.

WORK SHIFT -- The hours worked every day on a regularly scheduled basis.

ARTICLE XXXVII

TERMINATION RENEWAL AND MODIFICATION

Section 1.

This contract shall take effect as of July 1, 1972, and shall remain in force and effect until June 30, 1975. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new contract.

Section 2.

Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. Notice must be by registered mail with return receipt requested.

ARTICLE XXXVIII

SIGNATURES

IN WITNESS WHEREOF: The parties have hereto set their hands and seals this day and year first above written:

Executed at Auburn Heights, County of Oakland,
State of Michigan, 1st Day of July, 1972.

AVONDALE BOARD OF EDUCATION

Herbert E. Mills
Herbert E. Mills, President

Robert C. Lewis Jr.
Robert C. Lewis, Jr., Secretary

Albert C. DeClerck
Albert C. DeClerck, Treasurer

William H. Saville
William H. Saville
Superintendent

Hobart H. Jenkins
Hobart H. Jenkins
Assistant Superintendent

Donald L. Cloutier
Donald L. Cloutier
Business Manager

William Brook
William Brook, Principal
Stiles Elementary School

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 202

Byron E. De Long
Byron De Long, Council Representative

Ida E. Corrie
Ida Corrie, Avondale Chapter Chairman

Pauline Drake
Pauline Drake, Avondale Chief Steward

Gloria Norris
Gloria Norris
Avondale Bus Driver Steward

Glen H. Sedam
Glen Sedam, Avondale Custodial Steward

Esther Barnhart
Esther Barnhart, Avondale Cafeteria Steward

Robert Stocker
Robert Stocker
Avondale Negotiating Committee

Doris Chapman
Doris Chapman
Avondale Negotiating Committee

CORRIGENDUM

Page 9 - Article VII - Discharge and Discipline - Section 2 - should read as follows:

"The Board, upon the discharge or disciplinary layoff of an employee, shall notify in writing the representative department steward of said discharge or disciplinary layoff."

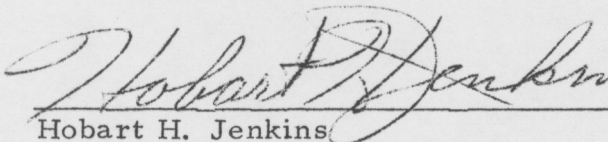
Page 21 - Article XIX - Extra Trips - Section 1, Paragraph E - should read as follows:

"Vocational and head start drivers shall be allowed to take field trips. Kindergarten drivers may take day field trips the second (2) semester."

Page 22 - Article XX - Expenses for Drivers - Section 1, Paragraph D (top of Page 23) - should read as follows:

"An evening meal, costing no more than \$2.25 will be allowed when:

- an extra trip operates on a day when the Avondale Schools are not in session, or when the driver does not operate a regular afternoon trip, and
- when the extra trip begins before 3:30 p. m. and finishes in the District after 7:00 p. m. "



Hobart H. Jenkins
Assistant Superintendent



Gloria Norris
Avondale Bus Driver Steward

August 15, 1972