June 30, 1972

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# MASTER AGREEMENT

## Between

# THE AVONDALE SCHOOL DISTRICT

And

THE AVONDALE CHAPTER OF LOCAL 202, AFSCME

LABOR AND INDUSTRIAL RELATIONS LIBRARY

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Michigan State University

September 1, 1969 to June 30, 1972

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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 is made and entered into by and between the Board of Education of the Avondale School District, hereinafter called the Board, and 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, hereinafter called the Union.

> (<u>Note</u> - The headings in this Agreement and exhibits neither add to nor subtract from the meaning, but are for references only.)

### PURPOSE AND INTENT

It is the desire of the parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Board of Education and the Union which will serve the best interest of all concerned.

# ARTICLE I

## **RECOGNITION - EMPLOYEES COVERED**

## Section I.

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Pursuant to and in accordance with all applicable provisions of 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, wages, hours of employment, and other conditions of employment for the term of this agreement. The bargaining unit includes all custodial employees, matrons, cafeteria employees, and bus drivers.

### ARTICLE II

### BARGAINING COMMITTEE

## Section I.

The Union shall designate a committee of up to six (6) employees who shall also serve as department stewards, plus Union representatives who are not chapter members to be known as the Bargaining Committee. This Bargaining Committee shall represent the Union in negotiations with the representatives of the Board. The Board, at all times, shall be informed of the members of this Bargaining Committee.

# Section 2.

Members of the Bargaining Committee (also known as the Grievance Committee), who attend any meeting at the request of the Board for the purpose of presenting legitimate grievances, shall be paid at his or her regular hourly rate of pay for all time spent in such meetings which falls during the members regularly assigned work shift.

### ARTICLE III

# UNION SECURITY CLAUSE

## Section I.

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 their 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 I.

The Board shall deduct from the pay of each employee covered by this Agreement, 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. All sums deducted shall be remitted to the financial secretary of Local 202 of the Union each month in which such deductions are made.

### Section 2.

All 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 Local Union Financial Secretary by the Board for correction.

# ARTICLE V

### STEWARDS AND ALTERNATE STEWARDS

#### Section I.

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 VI

## SPECIAL CONFERENCES

### Section I.

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 VII

### SENIORITY

#### Section I.

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 shall not be considered when seniority lists are compiled. A substitute is defined as a person on call to fill in for absent employees on a temporary basis. Seniority shall not be official until the employee successfully completes his three (3) month probationary period. This probationary period begins with the first day of the employee's regularly assigned employment.

### Section 2.

Seniority of employees within departments shall be the determining factor if there is a necessity for a reduction in the number of employees. Employees shall be recalled for work in accordance with seniority rights. If and when a reduction of forces is deemed necessary, the Board shall notify the Bargaining Committee before layoffs are made effective.

# Section 3.

New employees hired, other than substitutes, 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.

### Section 4.

Copies of the seniority list shall be furnished to the Union when requested.

# Section 5.

If and when an employee is transferred for an extended period of time, the President of the Local Chapter shall be notified of said transfer by the administration.

### Section 6. SENIORITY OF STEWARDS

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 and shall be recalled to work in the event they are laid off to the first open job in their department which they can perform.

#### Section 7. SENIORITY OF OFFICERS

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 8. LOSS OF SENIORITY

An employee shall be removed from the payroll and seniority list when he or she;

- a. Resigns or retires.
- b. Is discharged and the discharge is not reversed through the grievance procedure.
- c. Fails to return to work within three (3) days after a registered letter, return receipt requested, is dispatched (based upon his seniority) by the Board unless the said employee presents reasonable cause (sustained by facts) for his failure to return to work.
- d. 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.

### ARTICLE VIII

### DISCHARGE AND DISCIPLINE

# Section I.

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 VIII (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.

# ARTICLE IX

#### GRIEVANCE COMMITTEE

### Section I.

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 Chairmen, 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.

### ARTICLE X

## GRIEVANCE PROCEDURE

### Section I.

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.

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 limits, the grievance shall be deemed to be advanced to the next step of the grievance procedure.

# Section 3.

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

<u>Step 1.</u> 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 an alleged 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.

<u>Step 2.</u> 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 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.

<u>Step 3.</u> 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 may be between the Chapter Chairman, Chief Steward and the Steward on one hand, and the Superintendent and/or his representatives. Both parties may be accompanied by others who may be involved in the alleged grievance. This meeting between the Superintendent and the Union representative shall take place within three (3) working days or five (5) calendar days of the receipt of the grievance appeal.

C. The Superintendent or his representative shall render a written answer on the subject to the Union within three (3) working days or five (5) calendar days after the meeting delineated in Step 3, Paragraph B.

<u>Step 4.</u> In the event the grievance is not disposed of through Union acceptance of the Superintendent's answer, the Union with its representatives (Chapter Chairman, Local President, Council #23 Representative and/or International Representative), shall have the right to appeal the decision to the Board within three (3) working days or five (5) calendar days after the receipt of the Superintendent's or his representative's written position on the issue. The Board will attempt to reach an agreement with the Union within thirty (30) calendar days of receipt of the written appeal of the alleged grievance from the Union. If the decision of the Board is unsatisfactory to the Union, the grievance shall be handled as provided in Step 5.

<u>Step 5.</u> A. If the Union is not satisfied with the disposition of the grievance at Step 4, the Union may, within three (3) working days or five (5) calendar days of receipt of the Board's decision, submit a written notice to the Board indicating an intent to advance the grievance to arbitration. Grievances that do not arise directly from the language of this agreement or an alleged breach thereof may be processed through Step 4 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 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 that is violative of the terms of this agreement.

E. 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. However, the Board, by a majority of five (5) votes, may render an arbitrator's decision inoperable if in its opinion the arbitrator abrogated the Board's right and/or powers not bargained away in this agreement.

F. The costs for the services of the arbitrator, including expenses, shall be borne equally by the Board and the Union.

## Section 4. Miscellaneous

A. School time shall not be used for hearing grievances without prior approval of the Board.

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. Time schedules as prescribed in Steps 1 through 5 may not be violated or extended without mutual consent in writing of the Board and the Union.

E. Hearings (steps) in the grievance procedure shall not be public and shall be limited to official representatives of the Board and the Union.

F. A grievant may be accompanied to hearings (steps) within the grievance procedure by legal counsel.

### ARTICLE XI

### MANAGEMENT RIGHTS

Section I.

Nothing in this agreement shall be construed as delegating to others any authority conferred by law to the Board, or in any way abridging or reducing such authority and it is agreed that the Board shall have a free hand in the operation of the school system.

This agreement shall be construed as requiring the Board to follow the provisions of this agreement in the exercise of the authority conferred upon the Board by law.

### ARTICLE XII

# NO STRIKE CLAUSE

### Section I.

There shall be no strikes or lock-outs during the period of the contract Agreement.

# ARTICLE XIII

# HOURS OF WORK

# Section I.

A. The standard work day for full time custodial employees shall be no more than eight (8) hours for male and female employees. This includes a twenty (20) minute lunch period.

B. The standard work day for full time cafeteria employees shall be up to seven (7) hours per day.

### Section 2.

The standard work week shall not be more than five (5) days beginning on Monday and ending on Friday, except as provided in Section 5 of this Article.

# 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 quiting 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 employee's shifts, work days and hours shall be posted by the Board on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Board.

# Section 6.

There shall be one custodian engineer classification per school. The position of custodian engineer shall not be considered vacant during vacations or during temporary absence. When the custodian 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, or by a substitute if the other building custodian declines to work overtime.

### 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. Cafeteria employees shall be paid for all days worked while children are in attendance and hot lunches are served.

### ARTICLE XIV

### PROMOTIONS AND WORKING ASSIGNMENTS

#### Section I.

The term promotion, as used in this provision, means the advancement of an employee to a higher paying position.

## Section 2.

Whenever a job opening occurs, other than a temporary opening as previously defined, 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.

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.

The Board shall fill the open position by promoting from among the applicants the employee with the longest seniority and best qualifications. If the person with the longest seniority is not appointed to the position, he has the right to grieve.

### 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.

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.

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 equipment 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 job within his classification and department. Any employee transferred as a result of the application of this provision shall be given any on the job training needed to satisfactorily perform the job within his classification and department.

### Section 6.

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

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

### Section 7.

There shall be no contracting or sub-contracting or work presently being performed by employees within the bargaining unit during the term of this agreement.

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.

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.

The Board shall fill the new job classification or the vacant job within ten (10) days whenever possible. The job shall be filled on the basis of seniority, if all other qualifications are equal.

#### ARTICLE XV

### WORK RULES

#### Section I.

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 that 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 2.

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 3.

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 4.

The Principal shall have complete administrative charge of the building during the school year. There shall be mutual cooperation 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 5.

No custodian or matron is to leave the building once his work shift begins unless permission is given beforehand by the building principal or the Director of Maintenance.

### ARTICLE XVI

### SICK AND EMERGENCY LEAVE WITH PAY

### Section I.

Regularly assigned employees will be granted annual 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 to a total of one hundred and twenty (120) days for all employees.

## 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, motherin-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 are not earned. Repayment shall be made within a (10 months for cafeteria and bus drivers) (12 months for custodians) 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 sick leave bank will be created for the purpose of loaning sick days to custodians and bus drivers covered by this agreement who have exhausted their sick leave days. A committee composed of four (4) members, one (1) bus driver and one (1) custodian, appointed by the Union, and two (2) administrators appointed by the Superintendent shall meet within thirty (30) days of the date of ratification of this agreement to finalize the procedure to implement this program. A separate sick leave bank will be created for all cafeteria employees.

# Section 6.

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

# ARTICLE XVII

## LEAVES OF ABSENCE

## Section I.

Employees may be granted a leave of absence without pay of up to one (1) year with good cause and with the consent of the Board without prejudice to seniority and under such conditions as may then be deemed equitable. 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. Valid 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 for periods not to exceed two (2) years or the term of office whichever may be shorter. Upon their return they shall be re-employed along with their accumulated seniority.

# 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 XVIII

### USE OF BUILDINGS

#### Section I.

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 typed schedule of the Organizations who 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 that 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 XIX

### INCLEMENT WEATHER

#### Section I.

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 employees shall be paid at his regular daily rate for any regular scheduled days not worked.

### ARTICLE XX

# UNION BULLETIN BOARDS

### Section I.

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 and shall not be derogatory to the Board, the School District or any employees.

### ARTICLE XXI

# HOSPITALIZATION INSURANCE

# Section I.

- 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.

- 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 XXII

# TERM LIFE INSURANCE

## Section I.

The Board shall provide Five Thousand Dollars (\$5,000.00) 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 Two Thousand Dollars (\$2,000.00) term life insurance.

# ARTICLE XXIII

# WORKMEN'S COMPENSATION INSURANCE

### Section I.

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 XXIV

# VACATION

# Section I.

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.

All custodial employees who have been on the payroll for a period of more than five (5) years shall be entitled to three (3) weeks vacation with pay.

# Section 2.

All other employees covered by this agreement and having one (1) year service shall receive one (1) week paid vacation time.

## Section 3.

During the week of Christmas when there is no school, eligible cafeteria employees and bus drivers will be paid for this week as a vacation week as described above. The Christmas Week shall be defined as five (5) working days.

### ARTICLE XXV

### HOLIDAYS

### Section I.

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 Saturdays and Sundays.

July 4	January 1
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
December 24, 25 & 31	

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	January 1
Thanksgiving Day	Good Friday
December 25	Memorial Day

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 Thanksgiving Day December 25

January 1 Good Friday Memorial Day

# ARTICLE XXVI

## PHYSICAL EXAMINATION

Section I.

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 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 Ten Dollars (\$10.00) toward this examination.

### ARTICLE XXVII

#### UNIFORMS

### Section I.

- 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.
  - 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 Dollars (\$40.00) per year. 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 Thirty Dollars (\$30.00) for 1969-70 and Thirty-Five Dollars (\$35.00) per year for the next two (2) years of this Contract. 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 Thirty Dollars (\$30.00) for 1969-70 and Thirty-Five Dollars (\$35.00) per year for the next two (2) years of this Contract. Cafeteria employees with four (4) good usable uniforms may select shoes or stockings instead of uniforms.

### ARTICLE XXVIII

#### OVERTIME

### Section I.

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 on their wages.

## 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, 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.

# ARTICLE XXIX

# DRIVER ASSIGNMENTS, HOURS, AND EMERGENCY CALL-IN

# Section I.

A regular run is defined as a trip taking children to school or returning children home every day.

# 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 15th because of adjustments. Bids for runs may be made again on or near October 15 to hold through the first semester. Runs may be bid again for the second semester.

# 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.

### ARTICLE XXX

### EXTRA TRIPS

### Section I.

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 XXXI).

- 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.
- 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. 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.
- F. 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.
- G. Any new drivers shall be charged the highest number of accumulated hours on the list after the probationary period.
- H. 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 XXXI

### EXPENSES FOR DRIVERS

### Section I.

Article XXX, 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 \$1.50 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 \$1.50 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 \$2.00 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.
- D. An evening meal, costing no more than \$2.00 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 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 XXXII

## SALARY SCHEDULES

Section I.

Custodian - Engineer (Head Custodian of a School Building)

	9-1-69 to 6+30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step.	Wage per hour	Wage per hour	Wage per hour
1	\$2.99	\$3.21	\$3.43
2	\$3.19	\$3.42	\$3.66
3	\$3.38	\$3.63	\$3.88
4	\$3.57	\$3.84	\$4.10
5	\$3.78	\$4.06	\$4.34

# Custodian

	9-1-69to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$2.92	\$3.13	\$3,35
2	\$3.06	\$3.28	\$3.51
3	\$3.20	\$3.43	\$3.67
4	\$3.34	\$3.58	\$3.83
5	\$3.49	\$3.75	\$4.01
Matron			
	9-1-69 to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$2.48	\$2.67	\$2.85
2	\$2.56	\$2.75	\$2.94
3	\$2.67	\$2.87	\$3.06
4	\$2.76	\$2.97	\$3.17
5	\$3.02	\$3.25	\$3.47

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 Custodian Engineer 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  $(10 \, \text{¢})$  per mile. The building check will be done on a seniority, rotating basis.

# Section 2.

# Maintenance

	9-1-69 to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$3.36	\$3.58	\$3.80
2	\$3.56	\$3.79	\$4.03
3	\$3.75	\$4.00	\$4.25
4	\$3.94	\$4.21	\$4.47
5	\$4.15	\$4.43	\$4.71

# Section 3. Cafeteria Employees

Manager's Assistant (one person per cafeteria)

	9-1-69 to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$2.21	\$2.38	\$2.54
2	\$2.27	\$2.44	\$2.60
3	\$2.32	\$2.49	\$2.67
4	\$2.38	\$2.55	\$2.73

# Cafeteria Helper

	9-1-69 to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$2.00	\$2.15	\$2.29
2	\$2.05	\$2.20	\$2,36
3	\$2.11	\$2.26	\$2.42
4	\$2.16	\$2.32	\$2.48
Section 4.			
Bus Drivers			
	9-1-69 to 6-30-70	7-1-70 to 6-30-71	7-1-71 to 6-30-72
Step	Wage per hour	Wage per hour	Wage per hour
1	\$2.92	\$3.13	\$3.35
2	\$3.02	\$3.25	\$3.47
3	\$3.13	\$3.36	\$3.60
4	\$3.24	\$3.48	\$3.72

A. Extra trips will be paid at the rate of 3.00 per hour 9-1-69 to 6-30-70 and 3.10 per hour 7-1-70 to 6-30-71 and 3.20 per hour 7-1-71 to 6-30-72.

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

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.

# ARTICLE XXXIII

# IN SERVICE TRAINING FOR CAFETERIA EMPLOYEES

# Section I.

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

### DISCRIMINATION CLAUSE

## Section I.

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of the agreement.

### Section 2.

All references to employees in this agreement include both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

### ARTICLE XXXV

#### RETIREMENT

#### Section I.

All employees, who retire and who qualify for retirement benefits under the state retirement plan, who have reached the Avondale School

District retirement age and are retired by the Avondale Board of Education, shall receive pay at the rate at the time of retirement for one-half (1/2) of the number of sick leave days accumulated which the employee has to his credit. This is to be paid by the Board of Education with their compliments for his years of service.

# ARTICLE XXXVI

### GENERAL PROVISIONS

# Section I. 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. Supplementary Agreements

All supplemental agreements shall be subject to the approval of the Board and the Union. These agreements shall be approved or rejected within a period of thirty (30) days following the date they are filed.

## Section 4. 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.

#### Section 5.

If the Board employs a full time mechanic during the period this agreement is in effect, it is agreed by the Board and the Union that the mechanic will be covered by the provisions of this contract and an equitable salary schedule to apply to this position will be mutually agreed upon by the Board and the Union.

### ARTICLE XXXVII

# 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.

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.

<u>GRIEVANCE COMMITTEE</u> -- 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 <u>Grievance Committee</u> and the Union Bargaining Committee.

- 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.
- 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.
- 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 XXXVIII

# TERMINATION RENEWAL AND MODIFICATION

# Section I.

This contract shall take effect as of September 1, 1969 and shall remain in force and effect until June 30, 1972. 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.

Herbert

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 XXXIX

### 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, 20th Day of October , 1969.

AVONDALE BOARD OF EDUCATION AMERICAN FEDERATION OF STATE,

Herbert E. Mills, President

Thomas F. Galloway, Secretary ()

Miller, Treasur

COUNTY & MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 202

Morras J. Dalloway Velma Nannoy, President, Local 20/2

nderson Goldie Anderson.

Avondale Chapter Chairman

Gloria Norris Avondale Bus Driver Steward

William H. Saville

Assistant Superintendent

John W. Dickey, Superintendent

Hobart H. Jenkins

Assistant Superintendent

Irene Stocker

Avondale Cafeteria Steward

Glenn Sedam Avondale Custodial Steward

**Robert Stocker** Avondale Negotiating Committee

Mariel Wright

Avondale Negotiating Committee