

6-30-74

Royal Oak Board of Education

AGREEMENT

between

BOARD OF EDUCATION
The School District of
the City of Royal Oak

and

INTERNATIONAL UNION
OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO AND
The Council 23 and its Affiliates
Local Union - 1857

July 1, 1972 -
June 30, 1974

School District of the City of Royal Oak
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Royal Oak, Michigan 48073

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AGREEMENT

This Agreement, entered into on the _____ day of _____, 19____, is between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, OAKLAND COUNTY, STATE OF MICHIGAN, (hereinafter referred to as the "Board") and LOCAL 1857 affiliated with COUNCIL #23 and chartered by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I

Recognition

Section 1. -- Employees Covered

Pursuant to and in accordance with all applicable provisions of 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 of all employees of the Board included in the Bargaining Unit as described below.

All Custodial, Maintenance, Cafeteria and Hall Supervisor employees of the Royal Oak Board of Education excluding Foremen at the high schools, high school Cafeteria Supervisors, Cafeteria Manager, Clerical Employees, Substitute Employees, Supervisors and all other employees.

Section 2.

During the term of this Agreement the Board agrees that it will not enter into negotiations with any organization other than the Union in respect to wages, hours of employment and other conditions of employment covered under this Agreement.

Section 3.

Each new employee upon completion of the probationary period will be given a copy of this Agreement and will be apprised of the Bargaining Agent of the Unit. Cost of the Agreement will be shared equally by both parties.

ARTICLE II

Union Security and Dues Check-Off

Section 1. -- Union Security

(a) Employees who are covered by the terms of this Agreement at the time that it is executed by the parties, and who are members of the Union at the time this Agreement is executed, shall be required as a condition of continued employment, to maintain their membership in the Union for the duration of this Agreement.

(b) Employees who are not members of the Union and employees who are hired by the Board after the execution of this Agreement and who are covered by the terms of this Agreement, shall be required as a condition of continued employment, upon the completion of their probationary period, to acquire and maintain Union membership, or to pay to the Union, a sum equivalent to the initiation fees and periodic dues uniformly required as a condition of membership for the duration of this Agreement.

(c) Employees who are not more than sixty (60) days in arrears in the payment of periodic dues or a sum equivalent to said dues shall be deemed to be in compliance with the requirements of this section. Should the Union request the discharge of any employee for failing to comply with the requirements of this section, such request shall be in writing.

Section 2. -- Dues Check-Off

(a) The Board will deduct an initiation fee and periodic Union dues from the pay of employees covered by the terms of this Agreement who individually and voluntarily authorize such deductions in writing. The Union shall deliver to the Board the written authorizations of dues deductions, signed by the employee, before any deduction will be made for a particular employee. Said deductions will be made from the first pay in each month and will be remitted to the financial secretary of Local Union #1857, together with a list of employees for whom dues have been deducted one (1) week after the deductions are made.

(b) The Board shall not be required to collect dues for any month that an employee has no wages due him on the day that the regular deductions for Union dues are made.

(c) The authorization for the deduction of Union dues and initiation fees shall be irrevocable for the term of this Agreement, and unless revoked by written notice, shall continue in force from year to year.

Section 3.

The Union agrees to save and hold the Board harmless from any liability incurred by complying with the terms of this Article.

Section 4. -- No Strike

The Union agrees to make an attempt to prevent and refrain from engaging in or permitting its members to engage in nor will any member of the Union engage in any strike, work stoppage, slow down or interference of any kind with the operations of the employer during the term of this Agreement. The Board will not lock out any employees during the term of this Agreement.

ARTICLE III

Board Rights

Section 1.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations,

all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours. Questionable activities outside of working hours shall be subject to the conference provisions.

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

Effect of Agreement

Section 1.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE V

Guarantee of Rights

Section 1.

The parties agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex, or national origin.

Section 2.

The Board agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union.

Section 3.

The Board agrees that the enforcement of discipline will be fair and for just cause.

ARTICLE VI

Representation

Section 1.

The Board agrees to recognize the Bargaining Committee which shall be composed of no more than seven (7) of the Local Union and/or Council or International Representative, based on the present composition of the Bargaining Unit. The Board will have no greater number of regular Bargaining Committee members than the Union.

Section 2.

(a) The Custodial-Maintenance group shall be represented by one (1) steward on the day shift and one (1) steward on the afternoon shift, and one (1) steward on the midnight shift for a total of three (3) stewards.

(b) The Cafeteria group shall be represented by two (2) stewards.

(c) The Hall Supervisors group shall be represented by one (1) steward.

Section 3.

In the absence of a Steward or during overtime periods where three (3) or more employees are assigned the Chief Steward of the Local may designate one (1) of the working employees as temporary Steward for these periods. In such cases, verbal notification to the appropriate school authority shall be sufficient.

Section 4.

The Stewards will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances. The Superintendent, or his designated representative, may grant permission to the Stewards to leave their work for a reasonable period of time and no Steward shall leave his work without first obtaining permission. Stewards shall perform their regularly assigned work at all times, except when granted permission to leave their work as provided herein, and the privilege granted to Stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. It is further agreed that permission for time off will be granted at the earliest reasonable time and further will not be unreasonably withheld.

Section 5. -- Special Conferences

Special conferences for important matters will be mutually agreed upon and arranged between the Local President and the Employer or its

designated representative upon the request of either party. Such meetings shall be between at least one (1) or more representatives of the Employer and at least two (2) representatives of the Union. 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 in writing at the time the conference is requested, names of persons in attendance will be stated in advance by both parties in writing. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union, shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 6.

The names of all above committee members shall be submitted in writing to the Board by the Union upon election or appointment to a recognized committee. The Board will provide an organizational chart of the District as it pertains to the Bargainint Unit.

ARTICLE VII

Grievance Procedure

Section 1.

A claim by an employee, groups of employees or the Union or the Employer that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

Section 2.

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that an employee or the Union fails to appeal a grievance or grievance answer within the particular 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 that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.

Section 3.

All specified time limits herein shall consist of only work days.

Section 4.

Each grievance shall have to be initiated within five (5) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening,

then within five (5) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than five (5) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

Section 5.

Any employee having a complaint under the terms of this Agreement has an obligation to notify his immediate supervisor (i.e., principal, building foreman, general foreman, or Manager of Food Services) of the problem and he will also notify his Steward.

Step 1. The aggrieved employee shall have the right to demand representation by a Steward. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Steward on the one hand, and the immediate supervisor involved on the other. In the event that the Union is dissatisfied with the result of the meeting with the immediate supervisor involved on the matter, then the Union shall have the right to submit a written grievance on the complaint to the general foreman for Operational Services within five (5) days after the aforementioned meeting. Cafeteria employees will proceed to Step 2, and Hall Supervisor employees will proceed to Step 3. The general foreman shall thereupon have five (5) days to respond to the grievance in writing, setting forth his position on the matter.

Step 2. If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the general foreman within three (3) days of receipt of said written answer. Such appeal shall be directed to the appropriate group manager. A meeting on the matter shall take place within five (5) days of the receipt of the appeal. This Step 2 meeting shall be between the Chief Steward, the Steward and the grievant on the one hand, and the appropriate group manager, who may be accompanied by others involved, on the other hand.

The manager shall render a written answer on the subject to the Union within three (3) days after the occurrence of the Step 2 meeting.

Step 3. In the event the grievance is not disposed of through Union acceptance of the manager's answer, the Union shall have the right to appeal the decision to the Superintendent or his representative within three (3) days after receipt of the manager's written position on the issue.

A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Union's appeal notice. This Step 3 meeting shall take place between the Chief Steward, the Local Union President, the Union Steward, and the grievant who may furnish pertinent information, a Council and/or

International representative of the Union on the one hand, and the Superintendent who may be accompanied by the group manager and/or other Board representatives, on the other hand. The Superintendent shall render a written decision on the dispute to the Union within five (5) days after the occurrence of said meeting.

Step 4. In the event the grievance is not disposed of at Step 3, the grievance may be submitted to advisory arbitration by either party by submitting a request therefor to the other party within twenty (20) days after the completion of Step 3. Following the written request for submission to advisory arbitration, representatives of the Board and the Union shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for advisory arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

Section 6.

The arbitrator's fees and expenses shall be equally shared by the parties. The expenses and compensation of any witness or participant shall be paid by the party calling the witness or participant. Any other expense shall be borne by the party incurring such expense.

Section 7.

The arbitrator shall have no power or authority to add to, detract from, alter, or in any way modify the terms of this Agreement. The decision of the arbitrator shall be advisory only and shall not be binding upon either party.

ARTICLE VIII

Discharge

Section 1.

The Board, acting through the Superintendent of Schools or group managers, shall have the right to suspend or discharge any employee for just cause.

Section 2.

Notwithstanding the foregoing procedure for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at Step 3 for consideration, commencing at the Superintendent's level, as provided, except Step 3 meetings on discharge cases shall take place within five (5) days after receipt by the Superintendent of a protest against the discharge. The Union will be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE IX

Seniority

Section 1.

The seniority of all employees on the lists shall commence with the last date of permanent hire by the Royal Oak School District. The Union shall be furnished with three (3) lists, one (1) for the Operational Group and one (1) for the Cafeteria Group, and one (1) for the Hall Supervisors Group, every six (6) months setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name within each occupational group.

The Union will be provided with a list of new hires and terminations within each group.

The Union will designate in writing to the Personnel Department, the person to whom the list of new hires and terminations is to be sent. The School District agrees to submit these notices to the designated officer of the Union for distribution to whomever the Union deems appropriate.

Section 2. -- Application of Seniority

Seniority shall be applied within each occupational group for the entire district.

The occupational groups shall be:

1. Operational Group
2. Cafeteria Group
3. Hall Supervisors Group

(a) If an employee is awarded a position in the other occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new occupational group.

The employee's seniority in his original occupational group shall be frozen at the time of making the change.

(b) Seniority for purpose of vacations, retirement, holidays, or other fringe benefits, shall be from the date of last permanent hire into the Royal Oak School District.

Section 3. -- Probationary Period

(a) New employees hired into the Unit from the outside shall be probationary for the first sixty (60) work days of their employment. Upon completion of their probationary period the employees shall obtain seniority status and their names shall be entered on the seniority list with their seniority dating sixty (60) days prior to date of permanent hire. New employees, while in their probationary period, may be terminated without recourse to the grievance

procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period.

(b) Employees will be entitled to all fringe benefits only after the successful completion of their probationary period.

Probationary employees will accumulate sick leave during their probationary period but may not utilize sick leave until attaining seniority.

Section 4. -- Loss of Seniority

Seniority will be broken and the employee will be removed from the seniority list only for the following reasons:

(a) if he quits;

(b) if he is discharged and the discharge is not reversed;

(c) if he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and the lack of notice which are satisfactory to the school administration;

(d) if he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure herein;

(e) if he overstays a leave granted for any reasons as herein provided for three (3) consecutive working days without notifying the school administration and/or fails to give explanation satisfactory to the school administration.

Section 5. -- Transfers, Promotions Out of the Bargaining Unit, and Demotion

(a) If at any time an employee deems it necessary to request a demotion or reassignment, the Union and the administration will meet to mutually agree on the placement of the employee in a suitable classification.

(b) Voluntary job location changes within an occupational group and job classification shall be mutually agreed upon by the Union and administration.

(c) If an employee is transferred or promoted to a position under the employer not included in the Bargaining Unit, he shall be given a trial period of up to sixty (60) work days, during which time he shall be entitled to transfer back to his former job status and location. His seniority will continue to accumulate during this time. In the event the employee remains on the job beyond the trial period, his accumulated seniority on his former job will be frozen as of the date of the completion of his trial period.

In the event he returns to the Bargaining Unit after the trial period, he shall be reinstated in the same occupational group within the Bargaining Unit that his accumulated seniority within the Bargaining Unit entitles him to and will exercise full seniority from that date on.

Fringe benefits provided in this Agreement will accrue during the time out of the Unit, it being agreed they will only apply, however, when in a position within the Unit.

(d) To expedite the bidding procedure, the last week of August or the week before school starts, the Board will open bidding on vacancies in a meeting to which all members of the Bargaining Unit will be invited. Said meeting will be held during the work day, the time and vacancies to be bid will be designated and posted one week in advance. Members of the Unit ill or on vacation will be notified of said meeting by regular first-class mail and given the opportunity to bid even though absent from the meeting. All persons bidding in absentee must have their bids in to the Manager of Operational Services one (1) day prior to the bidding meeting.

Section 6.

Preferential seniority against layoffs only shall be granted to the local union officers: President, Vice-President, Secretary, Treasurer and Chief Steward provided that any employee so retained is fully qualified to perform the work of the job which is available. The Union shall notify the administration in writing of those employees enjoying protected seniority under the provision of this section.

Section 7. -- Layoffs

Reductions of positions in the Bargaining Unit shall be effected through the following procedures:

(a) Probationary employees in the affected job classification shall be immediately laid off.

(b) The necessary number of least senior employees shall be removed from the affected job classification.

(c) Any least senior employee so removed shall be able to exercise his seniority rights to bump into any pay classification equal or beneath his classification within his group that his seniority entitles him to provided they are qualified. Employees displaced by employees being laid off and exercising their seniority rights shall exercise their seniority in the same manner.

(d) An employee who has bumping rights as set forth in paragraph (c) above, shall have the right either to exercise the bump or to accept the layoff until recall.

(e) The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.

Section 8. -- Recall

Laid off employees shall be recalled in a reverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was

laid off or, if he had bumped down from his original position, he would be recalled to the position he held prior to layoff. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.

Section 9. -- Posting Vacancies

When a vacancy occurs, which is not brought about through sickness or accident or which is more than ninety (90) days of non-compensable leave, said vacancy shall be posted in all installations immediately and shall be filled either through the bidding system, or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job title, shift and location of the opening, and also the prerequisite qualifications necessary to perform the job. These qualifications shall be reasonable and will relate to the specific job to be filled.

If an employee is off work for the summer recess, is going on vacation, sick leave or leave of absence, the Personnel Department will notify the employee of an opening by first-class mail to his last known address.

Section 10. -- Filling Vacancies

(a) All vacant positions will first be filled by the senior qualified employee within the group who submits a bid for the job.

(b) Before new hires are considered employees from another group will be given the opportunity to bid for a vacant position after all bids are honored within the group where the vacancy occurs.

(c) In the event the senior qualified applicant is denied the vacancy, reasons for denial shall be given in writing to the employee and the Union. If reasons provided are not acceptable, the denial will be subject to the grievance procedure, except when a vacancy occurs in the Hall Supervisors group, said vacancy shall be posted in all installations. Any interested member of the unit may apply for the position. The selection of the replacement will be decided by the high school principal in the building where the vacancy occurs. If the Union feels that an applicant is denied the right to the position, the Union shall have the right to appeal the principal's decision to the Superintendent or his designated representative. The Superintendent's decision shall not be subject to the grievance procedure.

The bid notice of each vacancy shall be posted for five (5) school or working days, during which time all employees desiring to bid for the job must file their bid in writing with the designated administrative representative. The bidding form shall be filled out completely by the bidding employee in triplicate form. The employee shall retain one (1) copy of said form and submit the other two (2) copies in a sealed envelope to the administrative representative. All bids will be kept sealed until the expiration of the bidding period. The administrative representative shall retain the original, forwarding the other duplicate copy to the Union president. The successful bidder shall fill the job within ten (10) days after the date of the closing of the bid.

(d) When an employee receives a higher pay classification, he will receive the rate of pay for that classification and job that is in line with his district-wide seniority.

Section 11. -- Selection of Successful Bidders and Trial Period

The successful bidder shall be given a trial period of up to ten (10) working days on the job in which to demonstrate his ability to satisfactorily meet the standards and perform the duties of the job, except for the position of junior high cafeteria supervisor which shall be forty-five (45) working days. In the event the successful bidder is deemed unsatisfactory, then the determination may be processed through the grievance procedure. If the employee elects to reject the vacancy or he is deemed unsatisfactory after the process of the grievance procedure during the trial period, then said employee shall have the right to be restored to his former job and school from which he originally bid.

Section 12. -- Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During the vacated period, the highest seniority employee in the next lower rated classification of that group classification in the building shall have the option to fill said vacancy and be paid at the higher rate of pay, if any is so involved. This also shall apply to full-day absences.

The only exceptions to be made are as follows:

1. In the high schools where the Assistant Head Custodian shall have the first option to fill the vacancy of the Foreman and shall receive the "A" rate.

If the Assistant Head Custodian does not exercise his option to fill the vacancy of the Foreman, the next senior employee in the next lower classification in the building will have the option to fill the vacancy and shall receive the "B" rate.

2. At the Southeast Oakland Vocational Education Center the senior employee on the shift will fill the vacancy of the Foreman and will be paid at the "B" rate.

Section 13. -- Subcontracting

(a) The Board agrees not to expand its usual operational subcontracting service to the point that it would result in the layoff of operational employees, nor will the Board call in supervisors to perform work normally performed by the Unit to circumvent overtime.

(b) Food Service will not utilize outside labor beyond the normal levels that may result in layoffs within the Cafeteria except in the event that the Federal Government curtails subsidies to the School District.

If such event occurs and the Board feels the necessity for a change, they will meet in a special conference with the Union to try and work out a suitable solution to the problem to protect the jobs of the Bargaining Unit. The Board will not call in supervisors to perform work normally performed by the Unit to circumvent overtime.

(c) The Board agrees not to expand its usual Hall Supervisory services by subcontracting to the point that it would result in the layoff of Hall Supervisory employees, nor will the Board call in supervisory personnel to perform work normally performed by the Unit to circumvent overtime.

Section 14. -- Temporary and Substitute Employees

(a) Temporary operational employees may be employed by the Board to augment the work force during school holiday periods and university recesses provided no regular employee within that group has requested and is qualified for such temporary assignment. However, if a Head Custodian and Assistant Head Custodian from the same building request a temporary transfer during these periods, the request from the employee with the most seniority will be honored.

Ten-month employees will be given the first opportunity to fill positions during the periods that they are not normally working and will be paid the minimum rate of pay of the job they are performing or their regular rate of pay whichever is greater, except in the grounds department where the employee will receive the rate of the temporary employee or the rate they receive on their regular job whichever is greater.

(b) If substitute help is needed in a cafeteria due to the absence of regular employees, regular employees will have the chance to add to their hours to cover the job with an eight (8) hour maximum per day per employee. Substitute employees will not work more hours per day than regular employees as long as regular employees desire the hours. The Board will not cause a speed-up of work due to the Board not replacing the hours of the absent employee. Regular employees of other schools are to be given the opportunity to work extra hours if needed for special events.

ARTICLE X

Hours, Overtime and Premium Pay

Section 1.

The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

Section 2.

(a) The normal daily work schedule for regular full-time operational employees shall be eight (8) hours, excluding one half (1/2) hour non-paid lunch period except that employees who are employed in one (1) custodian school buildings shall have fifteen (15) minutes non-paid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each.

(b) The normal work day for regular full-time cafeteria employees shall be six to eight (6-8) hours, including a one half (1/2) hour paid lunch period. The normal work week shall be thirty to forty (30-40) hours, five (5) days at six to eight (6-8) hours each.

(c) The normal daily work schedule for regular full-time hall supervisors shall be eight (8) hours, excluding one half (1/2) hour non-paid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each. It is understood that Hall Supervisors will work when school is in session and pupils are in attendance in buildings where employed but it does not preclude their being eligible for employment under Article IX, Section 14 (a).

Section 3.

The normal work week for all employees other than third shift employees and senior high boiler operators shall commence with the start of the shift on Monday and shall extend through midnight of the following Friday. Senior high boiler operators' normal work schedule shall commence at 11:00 p.m. on Sunday and shall extend through 7:30 a.m. on the following Friday.

Third shift employees normal work schedule shall commence at approximately 11:00 p.m. on Monday and shall extend through approximately 7:30 a.m. on the following Saturday. The normal work week for the computation of overtime shall be from 4:00 a.m. Monday through 4:00 a.m. of the following Monday.

Section 4.

Operational employees are normally changed to day shifts during the summer vacation holiday periods. Requests to work other hours than the normal procedure will be submitted to the Manager of Operational Services who will consider the validity of the request and will give equal consideration to each one.

Section 5.

I. Operational Group and Hall Supervisors Group

When conditions necessitate the cutback of one shift and the extension of another shift, the following procedure will be followed:

(a) The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.

(b) Employees in buildings that will be affected by the shift change shall be notified of the change being made five (5) working days prior to the change.

(c) Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the extended shift first. Volunteers on a District-wide basis within the affected classification will be given the opportunity to transfer into the extended shift on a seniority basis. If no volunteers apply for the shift, then the employees so removed shall be able to exercise seniority rights to remove a less senior employee in that classification within the District.

(d) The least senior employees who remain unplaced after all moves are completed shall have the option of filling vacancies on the extended shift or to accept a layoff.

II. Cafeteria Group

Reduction or extension of hours will be discussed with the cafeteria stewards. If disputes arise in regard to the altering of hours, a special conference will be called as provided herein to resolve the problem.

Section 6. -- Work Hours.

I. Operational Group

All work performed in excess of forty (40) hours in a normal work week or work performed in excess of eight (8) hours in a normal work day and work performed on Saturday will be paid at the rate of time and one half (1 and 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay. Provided, however, High School Boiler Operator and third shift employees will receive time and one half (1 and 1/2) that rate of pay for the sixth (6th) day of their specified work week and double time on the seventh (7th) day of their specified work week.

(a) Overtime will be distributed as equally as possible among the eligible employees in the desired classification at the installation where the work is required.

(b) Authorized custodial overtime will be performed by custodians on a rotation basis according to seniority within the installation. When authorized overtime cannot be filled within the installation, it shall be filled by an employee on a rotation basis according to seniority within the custodial group. A "no" answer constitutes a turn.

(c) Head custodians and assistant head custodians in all buildings except the high schools will have the first opportunity for weekend and holiday building checks. The head and assistant head custodians will share the building checks on a rotation basis. First opportunity for the weekend and holiday building check in the high schools will be given to the assistant head custodian and next senior custodian in the building.

The assistant head custodian and next senior custodian will share the building checks on a rotation basis. All building checks, whether on Saturdays, Sundays, or holidays, will be paid at a rate of time and one half (1 and 1/2). Weekend and holiday building checks under this provision will not be computed in the equalization of overtime.

(d) Boiler Operators at the high schools will rotate all boiler and pool checks.

(e) All athletic runs and all other bus related overtime will be on a rotation basis and kept on separate lists.

(f) Overtime within the Maintenance Department will be reasonably rotated and equalized within a classification. In case of an emergency call, the overtime the employees work will not be counted toward the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein.

(g) All hours worked will be paid as specified in this section. No employee will be given compensatory time off in lieu of being paid.

II. Cafeteria Group

Cafeteria employees shall be paid time and one half (1 and 1/2) their regular straight-time hourly rate for all hours worked in excess of eight (8) hours in any one day and for all work performed on Saturdays. Two (2) times the employee's regular straight-time hourly rate shall be paid for all hours worked on Sundays. All work performed on holidays will be paid at the rate of two (2) times the employee's regular straight-time hourly rate plus holiday pay.

Hours worked on special functions will be at the rate of time and one half (1 and 1/2) after eight (8) hours except in cases of recall. If an employee returns after completing her regular scheduled hours she is to be paid time and one half (1 and 1/2). At the beginning of the eleventh (11th) hour employees will be paid double time for all hours worked.

The Manager of Food Service shall determine the level of supervision and staffing required whenever a cafeteria and/or kitchen is used for functions. Any food service employee who is called in to work at an event at a time other than her normal hours shall be guaranteed three (3) hours of work.

III. Hall Supervisors Group

(a) All work performed in excess of forty (40) hours in a normal work week or work performed in excess of eight (8) hours in a normal work day and work performed on Saturday will be paid at the rate of time and one half (1 and 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay.

(b) Overtime will be distributed as equally as possible among the Hall Supervisors at the installation where the work is required on a rotation basis according to seniority. When overtime cannot be filled within the installation, it shall be filled by Hall Supervisors on a rotation basis according to seniority from other installations.

In both cases, a "no" answer constitutes a turn.

(c) All hours worked will be paid as specified in this section. No employee will be given compensatory time off in lieu of being paid.

Section 7.

Approved compensable leave days and unworked holidays will count as days worked in computation of overtime at the end of the work week.

Section 8. -- Call-in Time

When an operational employee is called in for work by the employer or his agent, he will be guaranteed a minimum of two (2) hours overtime. Whenever the use of school facilities is authorized, it shall be the responsibility of the Board to arrange for adequate supervision and custodial service to protect school property; custodial service will be performed by the Bargaining Unit. This section will also apply to Hall Supervisors.

Section 9. -- Rest Periods

(a) All operational employees and Hall Supervisors in the Bargaining Unit will have a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift provided, however, no job shall be closed down.

(b) The relief and lunch period for cafeteria employees shall be as follows:

(1) Full-time (6, 7 and 8 hours per day)
Relief time not to exceed fifteen (15) minutes per day
Lunch period not to exceed thirty (30) minutes per day

(2) Part-time (less than 6 hours per day)
(a) Less than 6 but more than 4 hours
A combination relief and lunch period not to exceed thirty (30) minutes per day

(b) Four (4) or fewer hours per day
Combination relief and lunch period not to exceed twenty (20) minutes per day

Section 10. -- Shift Differential

An employee starting his shift between 3:01 a.m. and 12:00 noon shall be considered to be on the first shift. An employee starting his shift between 12:01 p.m. and 8:00 p.m. shall be considered to be on the second shift. An employee starting his shift between 8:01 p.m. and 3:00 a.m. shall be considered to be on the third shift. All employees working the second shift will receive a ten cent (10¢) an hour shift premium. All employees working the third shift will receive a fifteen cent (15¢) an hour shift premium.

ARTICLE XI

PAID LEAVES

(Deducted from Sick Leave)

Section 1. -- Purpose

Pay for sick leave time will be provided on an accumulation

basis, for the primary purpose of protecting an employee's income during protracted periods of unavoidable absence due to illness or accident.

Section 2. -- Annual Accumulation

Employees shall be entitled to a sick leave accumulation at the rate of one (1) day per month up to an accumulation of one hundred fourteen (114) days plus one (1) day for each month after the employee's anniversary date for the term of this contract. The day as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. Probationary employees will accumulate sick leave during their probationary period but may not utilize such leave until obtaining seniority.

Section 3. -- Accumulation of Sick Leave

Sick leave may be used in accordance with the schedule specified herein, for personal or family illness.

(a) Personal illness: Bona fide physical incapacity to report for and discharge duties, to the extent of unused sick days accumulated.

(b) Family illness: Bona fide pressing need due to illness for an employee's spouse or children or parents to a total of five (5) days annually. Not more than one (1) day will be allowed to a father when his wife is giving normal birth.

(c) Upon written request to the Superintendent's office through the building principal, employees may obtain approval for absence in connection with participation in recognized religious observances. Requests for such approved absence should be delivered to the Personnel Office at least two (2) days in advance.

(d) Sick leave may appropriately be used for the following purposes: death of a near relative such as mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents of the employee, grandchildren, uncle or aunt or other relative with whom the employee has lived in the same household for an extended period of time. Up to three (3) days leave will be granted to the employee except where extenuating circumstances exist, in which case special consideration will be given for additional time up to five (5) days.

(e) One (1) day of absence each year for attending to personal emergency, legal or real estate matter of a very urgent nature which can only be transacted during the work day will be granted to all employees. Except in cases of utmost emergency, such absences shall be prearranged with the group manager. The employees shall not use such days to extend established holiday or vacation periods. All requests shall be documented by the employee's written statement to the group manager. This day shall not be deducted from accumulated sick leave.

Section 4. -- Jury Duty

Employees will be compensated the difference between the daily amount received from jury pay and that which he would normally receive on a straight-time basis.

ARTICLE XII

Unpaid Leaves of Absence

Section 1.

Unpaid leaves of absence shall be granted through the Personnel Office upon written request for a period not to exceed one (1) year for the following purposes: health, maternity, military service and Union staff work or office holding as described hereinafter.

Section 2.

A health leave must be recommended by a physician. At the expiration of such leaves, the employee must either return or resign, unless a special extension is recommended by the physician and granted by the Personnel Office. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to return to his duties. An employee who returns to his duties from a health leave of absence shall return to his former position and location.

Section 3.

Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State Laws.

Section 4.

An employee shall notify the Personnel Department in writing, accompanied by a physician's statement as to the date of expected birth as soon as the doctor confirms her pregnancy. Her leave shall begin no later than three (3) months before this anticipated date. The leave may begin earlier at the request of the employee or upon recommendation of the Superintendent. However, she may continue in her position for one (1) month more at the convenience of the School District. Return to duty or extension of such leave shall be as set forth above; however, the employee must return to work within one (1) year from the date of birth or lose her seniority.

Section 5.

A leave of absence to a maximum of one (1) employee in any year shall be granted for the purpose of serving in a full-time elected or appointed office with either the Local or International Union. Such leave of absence may be renewable upon the approval of the Personnel Office.

Section 6.

Vacancies created through granting of non-compensable leave shall be filled as provided in Article IX, Section 12, of this Agreement.

Section 7.

Upon the return of an employee from a non-compensable leave other than one of less than thirty-one (31) calendar days duration or sick leave, he shall be assigned to the first available position for which he is qualified. He shall then be eligible to move without bidding to the first position open which is commensurate with the position he held prior to his leave.

Section 8.

The administration may grant unpaid leaves not to exceed thirty (30) calendar days in which event the employee would return to his former position and location. Vacancies would be filled as described in Article IX, Section 12.

Section 9.

Upon expiration of the leave, any employee who has not submitted a written request for reinstatement or the extension of his leave shall be deemed to have resigned. Extensions of leaves shall be at the discretion of the Board.

Section 10.

The Board will provide five (5) days non-compensable leave for two (2) employees to attend the International Union Convention in the Convention year.

ARTICLE XIII

Miscellaneous

Section 1.

It is mutually understood and agreed that part-time permanent custodians are employed and that their work assignments shall be within the hours established for the particular shift for which they are assigned.

Section 2.

At the commencement of the school year in September regular bus drivers shall choose the regular runs of their choice according to their seniority.

Busses will be assigned to the runs before the employees choose their runs.

Section 3.

Bulletin boards will be provided in each building for the Union's

use in posting notices pertinent to the official business of the Union. The Union shall also have access to inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the Manager of Operational Services.

Section 4.

The Union will be permitted the use of school facilities for the regular and special business meetings of the Union and for committee meetings on Union business as well as provided that such use is requested and can be arranged in advance without disrupting other commitment for the use of premises and without incurring additional cost to the School District.

Section 5.

New jobs in the Bargaining Unit may be created by the administration. The Union will be notified upon the creation of a new job and the parties shall meet to mutually agree upon the qualifications, job descriptions and wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure.

Section 6.

Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.

Section 7.

The Board may schedule intra-school meetings for bus drivers from time to time as needed. Pay for these sessions will be made at the employee's regular straight-time rate unless overtime provisions apply or unless other arrangements are mutually agreed upon.

Section 8.

All additional schooling required by the Board of Education to improve the skills of a journeyman will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

All schooling required by the Board of Education to improve the skills of cafeteria employees will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

Section 9.

All meetings called by the administration will be paid by the Board. This situation will not apply to special conferences or to the processing of grievances which matters are dealt with in other sections of this Agreement.

Section 10.

When an employee uses his car to perform services at the direction of the group manager, he shall be compensated for mileage driven at the rate of nine cents (9¢) per mile. Maintenance employees who carry heavy tools and

equipment on a regular basis at the direction of the Manager of Operational Services, shall be compensated at the rate of fifteen dollars (\$15.00) per month for such hauling in their personal cars or vehicles.

Section 11.

The Board will pay the cost of chauffeur's license for all employees required to have them.

Section 12.

The Board agrees to provide an opportunity paid for by the Board for all employees to obtain the required tuberculin skin test or chest X-ray. Chest X-rays will be paid for by the Board if the employee presents evidence of a positive skin test.

Section 13.

When the Superintendent closes school for the entire day due to an Act of God, the employee that is unable to report for work will be paid for normal hours of employment. Any employee who works during this period shall be paid and given compensatory time at a later date mutually agreeable to the employee and the Board.

Section 14.

If the need arises, the parties shall meet in special conference to negotiate job descriptions.

Section 15.

All employees will be given the opportunity to review the material contained in their personnel files with the group manager. All matters mutually determined to be irrelevant to the employee's performance shall be deleted.

Section 16.

Tools deemed necessary for the operation of the school shall be provided by the Board. Hand tools normally associated with the trade shall be the responsibility of the employee. The Board will replace all authorized hand tools worn or broken through normal use on school maintenance. Such tools will be replaced by tools of comparable quality.

ARTICLE XIV

In-Service Training

Section 1.

The employer will provide a program of in-service training for custodial and maintenance employees, insofar as practicable, where the employee can attend classes to increase his job proficiency. To encourage the employees to improve their job proficiency, a salary of five dollars (\$5.00) per month

for each one hundred (100) credit hours earned up to a maximum of four hundred (400) hours will be paid to employees attending and successfully completing the approved courses.

The employer shall pay the tuition for approved courses provided in neighboring school districts that will add to the knowledge and abilities of the employee. The employee must attend the classes on his own time and fulfill the requirements for the satisfactory completion of each course in order to receive credit.

All employees authorized to attend summer in-service institutes or seminars shall not lose their regular pay during the period of attendance. The Board agrees to pay registration fees and board and room if required. Transportation arrangements will be made by the Board. All hours will be credited to this section. Minimum of forty (40) employees within the operational group will be authorized to attend the institute or seminar.

Section 2.

The employer will allow the cafeteria employees to attend school lunch programs provided by Oakland University and Oakland County Schools, Board of Education. The following compensation will be paid to employees attending and successfully completing the approved courses.

30 Hours	= \$1.00 Per Month.
60 Hours	= \$2.00 Per Month.
90 Hours	= \$3.00 Per Month.
120 Hours	= \$4.00 Per Month.
150 Hours	= \$5.00 Per Month.

This amount will be paid with the first check of each month.

Section 3.

If and when training is provided to Hall Supervisors within the County or State or set up locally, the parties will meet in special conference to provide for the attendance of these employees and to agree on the compensation to be granted.

ARTICLE XV

Holidays

Section 1.

The following shall be recognized as paid holidays:

Operational Group

Day before New Year's
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day

Cafeteria Group

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Hall Supervisors shall receive the same holidays as the Cafeteria group. Hall Supervisors that work at times other than when students are present will receive those holidays that fall during the extended work calendar.

Section 2.

All full-time eligible employees who are not required to work on any of the above holidays shall receive eight (8) hours pay at their regular straight-time hourly rate for such holiday, and eligible employees who work less than an eight (8) hour day shall receive a pro-rata holiday payment based on their normal work day.

Section 3.

If one of the above holidays falls on Sunday, the Monday following shall be recognized as the holiday and, if one of the above holidays falls on Saturday, the previous Friday shall be recognized as the holiday; provided however, that if school is in regular session, then the employee shall be given an additional vacation day in lieu of the holiday.

Section 4.

In order to be eligible for holiday pay the employee must work the last work day immediately preceding the holiday or the next work day immediately following the holiday, unless the employee is absent due to illness for four (4) consecutive days or more which encompass the holiday in which event the employee shall receive holiday pay not to be charged against sick leave.

Section 5.

If a payday falls on a holiday, the Board will make every reasonable effort to see that the employees receive their paychecks prior to the holiday.

ARTICLE XVI

Vacations

I. Operational Group

Section 1.

All employees on the seniority list who have been employed continuously for one (1) year or more, shall be entitled to an annual paid vacation of ten (10) working days. After five (5) years of continuous service, an employee shall be entitled to one (1) additional day of vacation for each additional year of service to a maximum of twenty (20) working days after fifteen (15) years of continuous service.

Section 2.

Vacation days as computed above shall be pro-rated for any eligible employee employed on a less-than-eight-hour-day basis.

Section 3.

Each eligible employee shall be entitled to a summer vacation of up to two (2) full weeks. Employees eligible for additional vacation time beyond two (2) weeks shall make arrangements for such additional vacation time with the Manager of Operational Service. Whenever practicable, the Manager of Operational Services will try to arrange for additional vacation time beyond two (2) weeks to be taken during the summer months in one block, but, if such scheduling is impracticable due to work schedules, then the additional vacation time will be taken at some time other than the summer months.

Section 4.

When two or more eligible employees have expressed a desire for a vacation during the same period and the Manager of Operational Services determines that the work schedule makes it impracticable to grant vacations to all employees requesting such period, then preference shall be accorded based on seniority.

Section 5.

Vacations shall not be accumulated and must be taken in the school year in which the vacation is granted.

Section 6.

When a contract holiday falls within an employee's vacation period, an additional day of vacation will be added to the employee's vacation period.

Section 7.

Employees who voluntarily terminate their employment with the District in good standing shall be paid the unused portion of their earned vacation in lieu of thereof provided one (1) week's written notice of said termination is given the Board.

Section 8.

If an employee is laid off or retired, the employee may receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who has received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

II. Cafeteria Group

Section 1.

All employees on the seniority list who have been employed continuously for one (1) year or more, but less than five (5) years, shall be entitled to annual paid vacation of nine (9) working days. An employee with five (5) years of continuous service or more shall be entitled to one (1) additional day of vacation for each additional year of service up to a maximum of seventeen (17) working days.

Section 2.

Vacation days as computed above shall be prorated for any eligible employee employed on a less-than-eight-hour-day basis.

Section 3.

Vacation pay shall not be accumulated and will be paid as follows:

(a) Five (5) days at Spring Vacation with the regular payroll check for this pay period.

(b) The balance of entitled days to be paid as a separate pay period, but included with the last payroll check in June.

Section 4.

Sections 7 and 8 of I apply equally to cafeteria employees.

III.

Hall Supervisors Group

Vacation provisions for the Cafeteria group will apply to Hall Supervisors unless said supervisors work in an operational position during the entire summer in which event the vacation provisions of the Operational group will apply.

Hall Supervisors not working during the summer months will be paid accumulated vacation credit on the last payroll in June.

ARTICLE XVII

Uniforms

Section 1.

All operational employees in the Bargaining Unit will be furnished with five (5) sets of wash and wear uniforms to be laundered by the individual.

Section 2.

All maintenance employees will be equipped with bad weather clothing.

Section 3. -- Cafeteria Uniform Allowance

The employer shall pay an annual uniform allowance to each employee covered by this Agreement in an amount equal to two dollars fifty cents (\$2.50) for each one half (1/2) hour of the employee's regular scheduled daily shift; provided, further, no employee covered as of July 1, 1972 shall receive less than thirteen dollars (\$13.00) per year. The maximum that could be paid is forty dollars (\$40.00) per year for full-time employees working an eight (8) hour shift. This uniform allowance shall be paid semi-annually at the end of each school semester.

Section 4. -- Hall Supervisors and E Custodians Uniform Allowance

All Hall Supervisors and E Custodians will receive a uniform allowance of forty dollars (\$40.00). Hall Supervisors shall dress in accordance with the guidelines which are currently in effect and established by the principal of the building within which they work.

Uniform allowances shall be paid along with the last payroll in June.

ARTICLE XVIII

Longevity

Effective July 1, 1972 -

All employees shall be granted longevity pay as follows:

1. Completed ten (10) years	\$104.00
2. Completed fifteen (15) years	208.00
3. Completed twenty (20) years	312.00

Effective July 1, 1973 -

1. Completed five (5) years	\$104.00
2. Completed ten (10) years	208.00
3. Completed fifteen (15) years	312.00
4. Completed twenty (20) years	416.00

Payment for the operational group will be made with the first pay in July. Employees whose anniversary date falls after July will receive a pro-rated share of entitled longevity pay.

Payment for cafeteria employees and hall supervisors will be made at the beginning of the school year.

ARTICLE XIX

Hospitalization Insurance

I. Operational Group and Hall Supervisors Group

Section 1.

The employer will pay the cost of full-family Blue Cross/Blue Shield Hospitalization and Medical Insurance (MVF-1 policy with Master Medical) for all eligible regular employees covered by this Agreement. Upon submission of a receipt, the Board will pay the first five dollar (\$5.00) charge for X-ray or laboratory tests that are in conjunction with insurance coverage.

Effective September 1973 the Board shall provide the two dollar (\$2.00) deductible prescription rider.

Section 2.

If an eligible employee has not registered his or her participation in a hospitalization and medical insurance plan, then the employer will provide one hundred dollars (\$100.00) a year for said employees to be applied toward a tax-sheltered annuity for the employee, subject to an agreement being executed between the employee and an authorized company.

Section 3.

The National Life Insurance Company of Vermont, Mutual Insurance Company of New York, Variable Annuity Life Insurance, Equitable Life Assurance Society of the United States and Horace Mann Educators shall be the companies through which the employees may contract with the Board of Education to defer income for purposes of purchasing said tax-deferred annuities.

Section 4.

An eligible regular employee who works four (4) hours or more per day but less than six (6) hours per day shall be entitled to fifty percent (50%) of said benefit payments as herein provided. An employee working six (6) hours or more per day shall be entitled to full benefits.

Section 5.

Effective July 1, 1970 -- An eligible regular employee, who retires in accordance with Board policy, shall be eligible for Blue Cross 65 benefits, the premium of which shall be fully paid by the Board.

Section 6.

Additional benefits may be purchased, such as sponsored dependent and family continuation, on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the employee.

Section 7.

Premiums for insurance benefits for employees on non-compensable sick leaves shall be paid by the Board for a period of ninety (90) days.

II. Cafeteria Group

Section 1.

The employer shall provide the same Blue Cross/Blue Shield Hospitalization and Medical Insurance for all eligible regular employees covered by this Agreement who are single subscribers or up to full-family coverage for those who are the principal wage earners.

Section 2.

If an eligible employee has not registered her participation in a hospitalization and medical insurance plan, then the employer will provide one hundred dollars (\$100.00) a year for said employee to be applied toward a tax-sheltered annuity for employee, subject to an agreement being executed between the employee and an authorized company.

Section 3.

The Michigan Education Special Services Association, National Life Insurance Company of Vermont, Mutual Insurance Company of New York, Variable Annuity Life Insurance, Equitable Life Assurance Society of the United States, and Horace Mann Educators shall be the companies through which the employees may contract with the Board of Education to defer income for purposes of purchasing said tax-deferred annuities.

Section 4.

An eligible regular employee, as herein defined, excludes any employee who works less than four (4) hours a day.

Section 5.

An eligible regular employee shall not be entitled to participate in the insurance or annuity benefit until she has been employed in the School District for six (6) consecutive months. If an employee qualifies by being employed for six (6) months prior to the termination of the school year then, in such event, the employee shall be entitled to a pro-rata share of the benefit based on the number of months she is employed in the School District following the completion of said six months employment to the end of the school year.

ARTICLE XX

Life Insurance

Section 1. -- Group Benefits

All operational employees of the Bargaining Unit, regardless of the number of hours worked per week will be insured for a flat benefit of Group Life and Accidental Death & Dismemberment benefits in the amount of five thousand dollars (\$5,000). These coverages will be provided on a 24-hour basis, both on and off the job; including summer vacations.

Effective July 1, 1973, the Board shall provide Group Life and Accidental Death & Dismemberment benefits in the amount of seven thousand five hundred dollars (\$7,500).

Section 2.

Effective July 1, 1973, the Board shall provide Group Life and Accidental Death & Dismemberment benefits in the amount of seven thousand five hundred dollars (\$7,500) to all Hall Supervisors.

Section 3.

Effective July 1, 1973, the Board shall provide Group Life and Accidental Death & Dismemberment benefits in the amount of three thousand dollars (\$3,000) to all Cafeteria employees.

ARTICLE XXI

Disability Insurance

Section 1.

The Board shall provide long-term disability insurance coverage for all eligible regular operational employees and hall supervisors. Long-term disability insurance coverage shall mean income protection up to seventy percent (70%) of the employee's weekly wage for all eligible regular employees, in conformance with the terms of the policy, in cases of sickness or disability to age sixty-five (65) after an elapse of one hundred eighty (180) days from the initial date of sickness or disability.

Section 2.

An employee who suffers an injury compensable under Michigan Workmen's Compensation Act shall have the following option:

(a) The employee may elect to retain the Workmen's Compensation benefits and at the same time draw from his accumulated sick leave bank; or

(b) The employee may choose to return his Workmen's Compensation benefits to the Board. In that event the Board will pay the injured employee his straight-time daily wage, with no deduction from the employee's accumulated sick leave bank for a period equal to the number of days in the employee's accumulated sick leave bank or forty (40) days, whichever is less. After the elapse of the above mentioned period, the employee shall retain his Workmen's Compensation benefits and shall be paid the difference between the employee's regular straight-time daily wage and any payment received under the provisions of the Michigan Workmen's Compensation Act which sum shall be deducted from the employee's accumulated sick leave bank on a pro-rated basis.

ARTICLE XXII

Insurance Provisions

Section 1.

All future regular operational employees will be covered by long-term disability and life insurance benefits upon the successful completion of their probationary period.

ARTICLE XXIII

Retirement

Section 1.

Employees with ten (10) or more years of seniority shall be granted an added salary payment at their current rate of pay equal to

one half (1/2) of the employee's unused accumulated sick leave but not to exceed a maximum of forty-five (45) days, upon the termination of employment, provided:

- (a) The employee retires and participates in the Michigan Public School Employees' Retirement Fund; or
- (b) The employee resigns for reasons of health; or
- (c) The employee voluntarily terminates employment after giving sixty (60) days written notice.
- (d) When an employee is eligible for retirement under the Michigan Public School Employees' Retirement Fund and retires but has not been continuously employed in the School District for ten (10) years, he shall receive an added salary payment, at the salary rate for the current year, equal to one tenth (1/10) of one half (1/2) of the employee's unused accumulated sick leave for each full year of continuous service, but not to exceed forty-five (45) days payment.
- (e) A death benefit in the amount of one half (1/2) of the employee's unused accumulated sick leave will be paid to the beneficiary designated, in writing, by the employee.

ARTICLE XXIV

Salary Schedule

See Appendix A.

ARTICLE XXV

Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in full force and effect until July 1, 1974. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no sooner than ninety (90) days nor later than sixty (60) days prior to July 1, 1974, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or to modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until July 1, 1975, which extension shall be subject to the reopening and extension provisions set forth herein.

Savings Clause: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a Court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures on the day and date first written.

BOARD OF EDUCATION FOR
THE SCHOOL DISTRICT OF
THE CITY OF ROYAL OAK

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL
AND COUNCIL #23

By _____

By _____

APPENDIX A

Effective July 1, 1972

SALARY SCHEDULE FOR
OPERATIONAL EMPLOYEES

WAGE GRADE	CLASSIFICATION	HOURLY RATE		
		1972-73	1973-74	
A	Maintenance - Skilled	First six months	\$3.92	\$4.06
	Head Boiler Opr. Sr. High	Second six months	4.05	4.19
		Third six months	4.23	4.38
		Fourth six months	4.42	4.57
		Third year	4.64	4.80
A-1	Jr. High Head Custodians		4.49	4.65
B	Sr. High Ass't Head Cust.	First six months	3.66	3.79
		Second six months	3.80	3.93
	Elem. Head Custodians	Second year	3.92	4.06
		Third year	4.44	4.60
	Skilled Trade Ass't			
	Maintenance "B"			
	Laundry Worker			
	Bus Driver - Utility			
	Furniture Repair			
	Head Groundskeeper			
Sr. High Aft. Boiler Operator				
C	Sr. High Midnight Boiler Opr.	First six months	3.53	3.65
		Second six months	3.60	3.73
	Ass't Head Custodian	Second year	3.77	3.90
	Ass't Groundskeeper	Third year	4.24	4.39
	Truck Drivers-Shipping & Rec.			
	Maintenance Helpers			
Cafeteria Utility Worker				
Warehouse Worker				
D	Custodians - Days	First six months	3.50	3.62
		Second six months	3.55	3.67
	Custodians - Afternoon Shift	Second year	3.66	3.79
		Third year	4.03	4.17
E	Custodians	First six months	3.15	3.26
		Second six months	3.21	3.33
		Second year	3.32	3.44
		Third year	3.53	3.65

APPENDIX A

(continued)

SALARY SCHEDULE FOR
CAFETERIA WORKERS

<u>CLASSIFICATION</u>		<u>Starting Pay</u>	<u>HOURLY RATES</u>		
			<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>
Cafeteria Supervisor Secondary Schools	For 1972-73	\$3.34	\$3.44	\$3.54	\$3.66
	1973-74	3.46	3.56	3.66	3.79
Senior High:					
First Cook	For 1972-73	3.00	3.08	3.19	3.31
Baker	1973-74	3.11	3.19	3.30	3.43
Assistant Cook Assistant Baker Salad Maker	For 1972-73	2.62	2.71	2.84	2.96
	1973-74	2.71	2.80	2.94	3.06
Cafeteria Helper Cashier, Monitors, Line Servers, Dishroom Pot & Pan Washers, General Help	For 1972-73	2.42	2.51	2.64	2.80
	1973-74	2.50	2.60	2.73	2.90

SALARY SCHEDULE FOR
HALL SUPERVISORS

		<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
		1972-73	1973-74
Hall Supervisors	First six months	\$3.48	\$3.60
	Second six months	3.53	3.65
	Second year	3.64	3.77
	Third year	4.01	4.15