

6-30-75

*Southfield*

1973 - 1975

# Agreement

between

The Board of Education of  
the Southfield Public Schools

And

The Employees Association  
of Southfield

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Michigan State University

Southfield, Michigan

*Board of Education  
Southfield Public Schools  
24661 Lahser Rd.  
Southfield, Mich. 48075*

# TABLE OF CONTENTS

Article		Page
I	Preamble . . . . .	1
II	Purpose & Intent . . . . .	1
III	Recognition . . . . .	1
IV	Agency Shop . . . . .	2
V	Rights & Responsibilities of the Association . . . . .	3
VI	Rights of the Board . . . . .	4
VII	No Strike Clause . . . . .	5
VIII	Grievance Procedure . . . . .	6
IX	Seniority . . . . .	8
X	Reduction of Staff . . . . .	10
XI	Promotions . . . . .	11
XII	Promotions to Supervisory Positions . . . . .	11
XIII	Transfers . . . . .	12
XIV	Assignments . . . . .	13
XV	Sub - Contracting . . . . .	14
XVI	Temporary Work Assignments . . . . .	14
XVII	Resignation . . . . .	15
XVIII	Retirement . . . . .	15
XIX	Discharge and Suspension . . . . .	15
XX	Demotions . . . . .	16
XXI	Working Hours . . . . .	16
XXII	Holidays . . . . .	19
XXIII	Leaves Paid . . . . .	20
XXIV	Leaves Unpaid . . . . .	22
XXV	Attendance . . . . .	23
XXVI	Insurance . . . . .	23
XXVII	Vacation . . . . .	24
XXVIII	Evaluation . . . . .	26
XXIX	Miscellaneous . . . . .	26
XXX	Compensation . . . . .	28
XXXI	Conclusion and Duration . . . . .	30

**SOUTHFIELD PUBLIC SCHOOLS EMPLOYEES ASSOCIATION  
AGREEMENT**

**ARTICLE I PREAMBLE**

Agreement entered into this first day of July, 1973 by and between the Board of Education of the Southfield Public Schools, hereinafter referred to as the "Board" and the Southfield Public Schools Employees Association, hereinafter referred to as the "Association."

**ARTICLE II - PURPOSE AND INTENT**

It is agreed by all parties that providing a high quality education for the children of the Southfield Public Schools is the paramount aim of this school district. The Board, administrative staff, and the Association employees have definite responsibilities in providing such services and education, we hereby declare:

WHEREAS, the Board adopted a Recognition Resolution at its meeting of January 10, 1966 to bargain with the Association as the representative for the employees in the unit defined in the "Recognition" paragraph of this agreement, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to put into the form of an agreement, and

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

**ARTICLE III - RECOGNITION**

A. The Board hereby recognized the Association as the exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947 as amended, for the following unit:

B. The members of the unit represented by the Association include bus drivers, mechanics, custodians, head custodians, utility, central stores, cafeteria and maintenance personnel and all non-teaching, non-certified employees other than secretaries, accountants, substitutes, graphic services, data processing employees, and supervisors of: transportation, custodians, central stores, maintenance and cafeterias, and any other supervisor(s) as defined by Act 336 Public Acts of 1965.

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

D. The Board agrees not to aid, promote or finance any labor group or organization which purports to engage in collective bargaining for the employees as defined in C above or to make any agreement with any such group for the purpose of undermining the Association.

#### ARTICLE IV - AGENCY SHOP

A. Employees covered by this agreement who are members of the Association as of July 1, 1973, or upon ratification of this agreement, whichever comes last, or join thereafter will continue to maintain their membership in the Association during the term of the Agreement.

B. Employees who do not wish to be members of the Association shall sign and deliver to the Board written authorization for the deduction of a service charge constituting three quarters of the total dues payable by members, that being the amount of money equal to the Association's cost for administration of the collective bargaining agreement.

C. The Board shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Board by July 1, of each year, or within 15 days of the effective date of this agreement, a notarized list of active members of the Association.

D. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month. Regular monthly deductions shall be made, and a double deduction shall be made in the months of June and September to cover the July and August dues or service charges. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Board.

E. In the event that any employee does not maintain membership in the Association or does not authorize the deduction of service charges, the Board and the Association shall:

1. The Association shall notify the employee of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the employee that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the employee fails to comply, the Association may file charges, in writing, with the Board and may request termination of the employee. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
4. The employment of any employee whose employment may be terminated due to his non-conformity to this section (Association Security) shall be continued in normal function until the end of the fiscal year.

F. The Association agrees to represent equally all members of the bargaining unit without regard to membership or participation in, the activities of the Association; and to continue to admit members of the bargaining unit to membership without qualification other than payment of dues and employment with the Southfield School District.

## ARTICLE V - RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- B. The Association and its members may have the right to use school building facilities for meetings in accordance with school policy.
- C. It is the responsibility of the Association to assist individual members in honoring Board policies and Administrative regulations.
- D. As a condition of employment, all non-certified personnel in the bargaining unit will be required to have a physical examination. Such examination shall be recorded on a form furnished by the Board of Education. Subsequent examinations may be required by the Board of Education at Board expense, by a doctor appointed by the Board of

Education. Non-certified personnel in the bargaining unit are required to have a chest x-ray or its equivalent every year. The Board agrees to reimburse the cost of the health examination in an amount not to exceed ten dollars (\$10.00) and tuberculin test requirement in an amount not to exceed that charged by the Oakland County Health Department for such service.

E. Employees are expected to display behavior which may serve as an example to students, parents, community and co-workers and to refrain from actions which will detract from the appropriate image of a dedicated, sincere, and conscientious employee.

F. Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt normal school operation.

G. Nothing in this Agreement shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws.

H. The employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices.

I. The Association will make every effort to assist in developing efficient operational procedures for the purpose of saving time and money. If an employee makes any suggestion that will make a substantial improvement in time and money, then a commendation from the Director of Buildings, Grounds and Transportation will be placed in personnel file.

## ARTICLE VI - RIGHTS OF THE BOARD

A. Subject to the express terms and conditions of this agreement, 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:

1. To the management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law and this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto subject to the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and 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 laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE VII - NO STRIKE CLAUSE

A. During the term of this agreement the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike. As used in this article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. In the event of any strike in violation of this agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this agreement and unauthorized by the Association, and the Association shall advise the striking employees to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this article, it shall not be liable in any way for such strike.

B. The Board of Education, in the event of violation of this article, will have the right in addition to the foregoing any other remedies available under the laws of the State of Michigan.

## ARTICLE VIII - GRIEVANCE PROCEDURE

A. A grievance is a written complaint by an employee in the bargaining unit submitted as a grievance concerning:

1. An alleged violation of the agreement.
2. Any alleged violation of Board of Education policies related to working conditions not specifically covered by this agreement.

B. The employee shall within five (5) working days of the alleged occurrence discuss his problem informally with his immediate supervisor. Upon mutual consent an Association representative may be present at this conference.

An employee not satisfied with a personal conference with his supervisor may take his problem to the Southfield Employees Association for consultation. The Association, upon due consideration, will determine whether or not to represent the employee. The Association representatives may visit the Supervisor in a further effort to resolve the grievance, such visit shall occur within ten (10) working days after the event giving rise to the problem.

C. All grievances must be handled by the following procedure:

Step 1: If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the Association within fifteen (15) work days of the incident giving rise to the grievance.

The written grievance may be presented to and discussed with the supervisor by no more than two (2) Association representatives accompanied by the employee at the discretion of the Association. Within five (5) work days after receiving the written grievance, the supervisor shall communicate his decision in writing, together with the supporting reasons, to the Association.

Step 2: Within five (5) work days after delivery of the supervisor's decision the grievance may be appealed to the Director of Buildings and Grounds and Transportation, or Supervisor of Cafeterias where appropriate by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision of Step 1. Within five (5) work days after delivery of the appeal, the Director of Buildings and Grounds and Transportation shall

investigate the grievance and shall communicate his decision in writing together with the supporting reasons to the Association and to the supervisor.

- Step 3: Within five (5) work days after delivery of the Director's decision the grievance may be appealed to the Personnel Director by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within ten (10) work days after delivery of the appeal the Personnel Director shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons to the Association, the Director of Buildings and Grounds and Transportation, or Cafeteria Supervisor, and to the supervisor. As part of his investigation the Personnel Director may give an opportunity to be heard to the aggrieved employee and also to the Association.
- Step 4: Within five (5) work days after delivery of the Personnel Director's decision the grievance may be appealed to the Board of Education by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by copies of previous decisions. Within fifteen (15) work days after delivery of the appeal, the Board shall give the Association opportunity to be heard. The Board shall render its decision in writing together with the supporting reasons within twenty (20) work days after the delivery of the appeal.
- Step 5: If the grievance remains unresolved at the conclusion of Step four, it may be submitted to advisory arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within twenty (20) working days after the date of the Board's written communication of its decision under Step four.

Following the written notice of request for submission to arbitration the Association and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) working days after the date of the request for submission the arbitrator shall be

selected according to the rules of the American Arbitration Association. The arbitrator shall render his opinion only with respect to the particular grievance submitted to him, and such opinion shall be advisory only, and not binding upon the Board or the Association.

The arbitrator's fee and expenses shall be shared equally by the Board and the Association.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar future appeal. Time limits may be extended in any specific instance by mutual agreement in writing. Any employee desiring an extension of time in any of the above procedures must give proof that he had no knowledge of the grievance.

E. If a grievance arises from an alleged action of authority higher than the supervisor the grievance may be originally presented at the appropriate step of the grievance procedure.

F. Nothing herein shall be construed to prevent an individual employee from presenting a grievance, and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment as provided by statute.

When an individual employee signifies he does not want his Association representative to intercede for him at any stage of the grievance procedure, he shall sign a waiver to that effect.

G. In the case of an individual employee electing to represent himself in a grievance, the term Association shall be substituted by the term Employee in Steps 1, 2, 3, 4, and 5 of this grievance procedure.

## ARTICLE IX - SENIORITY

A. A master system seniority list and departmental seniority lists shall be compiled and posted each year on appropriate bulletin boards and copies given or mailed to the President of the Association each October 1. An employee's standing on such lists shall be final. New employees shall be added to these lists. System seniority shall commence on the date the full-time employee is hired. Department seniority shall commence on the date on which an employee is

assigned full time to a department. For the purposes of both system and departmental seniority, the following shall apply:

1. In the event two or more employees are assigned to a department or begin work on the same day, the date and time of the job application from which they were hired shall determine the position on the list.
2. Employees who work less than eight (8) hours per day but four (4) or more hours per day shall receive credit for one full seniority. Employees who work less than four hours will receive one-half (1/2) day seniority.
3. Illness, authorized leaves of absence, and temporary layoff shall not affect the accumulation of seniority. Department seniority shall be the sole factor in all matters concerning layoffs and call-back. Department seniority shall be a factor in all matters concerning transfers, hours worked, choice of vacation time, choice of shifts and working time, selection of trips and extra runs, selection of routes and preference of overtime work.
4. All alleged discrepancies in the seniority lists must be communicated in writing to the Personnel Office by 3:00 p.m., October 20. This date may be waived by joint agreement between the Association and the Board in the event of extenuating circumstances.

B. Seniority shall terminate if:

1. The employee quits or is retired.
2. The employee is discharged and the discharge is not reversed.
3. The employee fails to return to work within five (5) working days after issuance of the Board's notice of recall by registered mail to the last known address of such employee as shown by the Board's records.
4. The employee who is scheduled to work and is absent from work for three (3) consecutive working days without advising the Board and giving reasons satisfactory to the Board for such absence.
5. If the employee overstays by three (3) days a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted.
6. Involuntary layoff for eighteen (18) months or the number of months of prior work service in the district, whichever is shorter.

## ARTICLE X - REDUCTION OF STAFF

A. In the event it is necessary to reduce personnel, the administration will notify the Association and the individual(s) involved, in writing, at least two (2) weeks in advance of the scheduled reduction. An employee laid off due to elimination of jobs or a reduction in the work force, may claim in writing, within five (5) school days, seniority in that department. He may also claim system seniority over the last employee hired in other departments for which he is qualified. In the event a question arises concerning the employee's ability and qualifications, a trial period of thirty (30) working days will be granted to the employee by the Director of Buildings, Grounds and Transportation. At the end of thirty (30) working days, he will be given the position on a regular basis or placed on the seniority-recall list.

B. Employees laid off through the procedures above, shall be maintained on a seniority-recall list for a period of eighteen months and shall be recalled in the order of their system seniority to openings as they occur and for which they are qualified. Seniority rights shall be maintained provided the employee is recalled within the eighteen (18) month period. An employee having three (3) years seniority or more who waives his recall right to other departments in the system shall maintain his right of recall within the department from which he was laid off or bumped if such recall is within one (1) year and shall not be recalled for any other department.

C. Should an employee be offered a position in accordance with the above for which he is qualified and refuses such appointment, he will lose his rights to the seniority-recall list. Seniority rights, while unemployed, shall not be interpreted as gaining experience credit on the salary schedule. When an employee is recalled and there is a question concerning his ability and qualifications, a trial period of thirty (30) working days will be granted to the employee by the Director of Buildings, Grounds and Transportation. At the end of the thirty (30) working days he will be given the position on a regular basis or placed back on the seniority-recall list.

D. Where there is a reduction in the hours worked in a department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he has more department seniority than the employee he seeks to replace. No reduction in hours shall take effect until the Department Supervisor gives three (3) days written notice to the employee involved. Prior to any reduction in hours, an employee may request a conference with the Supervisor for the purpose of resolving all issues relating to the new work schedule.

## ARTICLE XI - PROMOTIONS WITHIN THE BARGAINING UNIT

A. For the purposes of this article, promotions shall be defined as advancing an employee to an assignment with a greater hourly wage. Such promotions may be within a department or between departments within the bargaining unit as defined.

B. Promotions to all vacancies and new positions will be on the basis of seventy-five (75) per cent seniority and twenty-five (25) per cent ability in the following units: bus driver, utility custodians, central stores, cafeteria, maintenance, mechanics and all head custodians.

C. Where the Board believes that an employee is physically unfit or otherwise incompetent for a promotional opportunity, a special committee consisting of five (5) persons - two (2) appointed by the Board, and two (2) appointed by the Association - and the Superintendent, will meet in order to resolve this issue.

D. An employee may refuse to accept a promotional opportunity only once and continue at the top of the eligibility list. However, if an employee refuses to accept a promotional opportunity more than once, or if he accepts and fails, then he will go to the bottom of the list.

E. The Board retains its responsibilities of determining at the end of thirty (30) working days whether or not the employee promoted or transferred shall be given permanent status. At the end of fifteen (15) working days a written evaluation shall be given to the employee and the Association. If the employee is not placed on a permanent status, he shall return to his former job without loss of seniority.

## ARTICLE XII - PROMOTIONS TO SUPERVISORY POSITIONS

A. The Board shall have the sole responsibility of promoting employees to positions outside the bargaining unit as defined in the Recognition Article of this agreement. The selection and promotion to supervisory levels shall not be subject to the provisions of this agreement; providing however, that all factors being equal, the Board will give consideration to employees within the department in promoting to supervisory positions. List of supervisory personnel shall be available for inspection by the Association.

B. Individuals transferred from the bargaining unit to supervisory positions shall retain their seniority and continue to accumulate seniority for an additional six (6) months. So long as they are supervisors, they shall retain that amount of seniority. Should a supervisor return to a unit job he shall be entitled to a job commensurate with his seniority; providing he shall return within six (6) months. If

the supervisor does not return within six (6) months, then he must be returned as a new employee.

C. The Board will work toward establishing an in-service training program for all employees in order to increase skills for future upgrading.

### ARTICLE XIII - TRANSFERS

A. Transfers shall be defined as re-assignment to a job within the same job class and not to higher or lower rated positions where two or more employees request a transfer, then seniority shall be the deciding factor. No transfers shall be made where an employee may lose his seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual or for cause. Notice of transfer shall be given in writing to the employee three (3) days prior to execution and to the Association.

No employee may transfer within his job class more than once a year. All transfers for cause are subject to the grievance procedures. Where an employee refuses a transfer or a promotion, he shall not be permitted to contest the seniority of one who does take the job. However, he shall not be disqualified from accepting further transfers or promotions in the future.

B. The Board retains its responsibilities of determining at the end of thirty (30) working days whether or not the employee promoted or transferred shall be given permanent status. At the end of fifteen (15) working days a written evaluation shall be given to the employee and the Association. If the employee is not placed on a permanent status, he shall return to his former job without loss of seniority.

C. Where an employee has been promoted or transferred, he shall carry with him up to two (2) years of system seniority only for purposes of determining his proper wage. However, his total system seniority shall apply to vacations, leave of absence rights, and to any retirement pay pursuant to this agreement.

D. Involuntary transfers may occur at the discretion of the Board for these included reasons:

1. Unsatisfactory performance on present job as determined by the Board.
2. Continued performance on present job would injure employee's health in the opinion of the Board.
3. Personal difficulties with fellow employees.
4. Reasons other than the above but which may be in the best interest of the employee and the Board.

In the event of an involuntary transfer, the Association will be so notified, in writing, five (5) work days prior to the effective date. The employee so transferred, if he so desires, may contest his transfer through the grievance procedure.

## ARTICLE XIV - ASSIGNMENTS

A. New classifications may be created by the Board after agreement with the Association. These jobs will be filled by bidding within each department. Vacancies that are not filled by other specific provisions of this contract must be bid for. All jobs that are to be filled by bids must be posted in each department for a period of ten (10) working days. The Association will be responsible for contacting employees on leave, vacation or otherwise absent. During the posting period, the job will be filled on a temporary basis by department supervisor. However, any employee may refuse this temporary assignment without penalty.

B. Each posting must include the following:

1. Job Title
2. Job Description
3. Wage and range
4. Hours of work (as provided in the Master Agreement.)

C. Within three (3) working days after a job becomes vacant the Board may eliminate such vacancy, or subject to the terms of this agreement, change its duties and hours of work. All eligible vacancies must be posted within three (3) working days after job becomes vacant. However, once a posting is made, it is to be considered factual and can only be changed by mutual consent. The Board must make known its decision on filling all posted jobs within ten (10) working days after the expiration of the posting period.

D. The Association President shall receive notice of all postings and the name of the employee selected by the Board.

E. Employees may be temporarily re-assigned for periods not to exceed thirty (30) working days. Longer periods of re-assignment may be permitted by mutual consent of the employee, the Association, and the Board. If the parties fail to agree another employee must be assigned. After the fifth (5) consecutive working day, the employee shall immediately receive the higher rate of pay for the classification of re-assignment retroactive to the first day of his re-assignment. Should the temporary re-assignment be to a lower rate classification, the employee shall never receive less than his former job rate. This section shall not apply to an employee who is on a scheduled summer vacation, however, all other vacations that are scheduled shall receive the higher rate of pay as defined above. Employees who are temporarily re-assigned to replace another during the school year shall receive the pay benefits as above. Teachers and coaches shall not be assigned as bus drivers.

F. If a vacancy occurs in a seven and one-half (7½) hour, or five and one-half (5½) hour transportation job, then it shall be posted and filed by seniority. Vacancies in new routes shall be posted and filled by seniority. Substitutes may be used where no regular bus drivers or other personnel are available; however, bus mechanics will not be used for special runs or as substitute bus drivers, unless the work is of an emergency nature.

G. Transfers may be requested, and if more than one person applies, then seniority and ability will determine the final selection, if qualified.

#### ARTICLE XV - SUBCONTRACTING AND TECHNOLOGICAL CHANGES

A. No work which is normally or customarily performed by employees in job classifications covered by this agreement shall be subcontracted by the Board to any outside source or agency for the purpose of eliminating employees, unless services are withheld. However, it is agreed that the Board shall be free to use all labor saving devices and labor saving equipment that will be to the best interest of the Board.

#### ARTICLE XVI - TEMPORARY WORK ASSIGNMENTS

A. Summer work, if available, shall be assigned to employees in the bargaining unit, over new employees, provided they make written application and they will be paid as follows:

- a. First summer - 1st step
- b. Second summer - 2nd step
- c. Third summer - 3rd step
- d. Employees with past experience will qualify under the above plan.

B. The Board may hire employees on a temporary basis as substitutes for no more than thirty (30) working days on a specific job. They shall not be members of the Association. They shall not accrue any benefits under this contract. They shall not have any seniority status. Temporary employees cannot reduce the regular work schedule of any regular employee.

C. Temporary employees cannot be used for an eight hour day where regular employees are available and desire to work. The Board reserves the right to employ temporary employees to avert regular overtime.

## ARTICLE XVII - RESIGNATION

- A. When an employee desires to terminate his employment there must be at least two (2) weeks written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of re-employment, such employee shall be considered as a new employee.
- B. Failure to comply with the above requirement shall mean forfeiture of any and all benefits.
- C. Any employee who discontinues services with proper notice does not forfeit the right to earned vacation time.

## ARTICLE XVIII - RETIREMENT

- A. All employees will retire on or before their sixty-fifth (65) birthday, but may finish out the month of their birth.
- B. In appreciation for services to the school district a retirement payment of fifteen dollars (\$15.00) per year of service, (up to thirty (30) years) shall be paid upon retirement, provided the employee shall have been employed in the school district for at least ten (10) years and is sixty (60) years of age, and is eligible and has made application for Michigan School Employees Retirement Fund benefits.

## ARTICLE XIX - DISCHARGE AND SUSPENSION

- A. New employees may be dismissed anytime during the employee's 120 calendar day probationary period exclusive of time off for illness, vacation time, and holidays. All other employees shall not be discharged or suspended as long as they do their assigned work honestly and efficiently, except for just cause, or for a violation of the terms of this agreement. Just cause shall include, but not be limited to, dishonesty, inefficiency, drunkenness, conviction of a felony, repeated absence without leave or repeated violation of established rules or policies. The Association will be given notice of every discharge or suspension two (2) working days after termination or suspension. Dismissals within the probationary period shall not be subject to the grievance procedure.

## ARTICLE XX - DEMOTIONS

A. Employees may be demoted or down-graded to lower rated jobs for the following reasons:

1. At his own request.
2. Unsatisfactory performance on present job as determined by Board.
3. Continued performance on present job would injure employee's health in the opinion of the Board.
4. Continued employment in the present job situation would have adverse effect on employee morale in the opinion of the Board.

B. The Association will be given five (5) working days notice prior to the effective date.

## ARTICLE XXI - WORKING HOURS

A. Maintenance Day Shift:	7:00 a.m. to 8:00 a.m. Start
Maintenance Afternoon Shift:	3:00 p.m. to 4:00 p.m. Start
Warehouse Day Shift:	6:00 a.m. to 11:00 a.m. Start
Warehouse Afternoon Shift:	2:00 p.m. to 3:00 p.m. Start
Garage and Transportation Day Shift:	6:00 a.m. to 9:00 a.m. Start
Garage and Transportation Afternoon Shift:	10:00 a.m. to 3:00 p.m. Start
Custodians Day Shift:	6:00 a.m. to 11:00 a.m. Start
Custodians Afternoon Shift:	3:00 p.m. to 4:00 p.m. Start
Custodians Midnight Shift:	11:00 p.m. to 12:00 a.m. Start
Cafeteria Day Shift:	6:00 a.m. to 11:00 a.m. Start

B. All eight hour employees will have a paid thirty (30) minute lunch period. All eight hour employees will have two scheduled ten-minute rest periods. Employees working less than eight hours will have appropriate lunch and rest periods as established by the supervisor of each department on a pro-rata basis.

All employees who work three (3) hours or less, per day, shall receive a combination lunch and rest period of fifteen (15) minutes.

All employees who work six (6) hours or less, per day, shall receive a combination lunch and rest period of thirty (30) minutes.

Failure to take the assigned rest period shall not result in a lengthening of the lunch period or a shortening of the working day unless specially arranged with the immediate supervisor to cover unusual occasions.

C. Overtime rates shall be paid on the following basis:

1. Time worked over eight (8) hours per day will be paid time and one-half.
2. Time worked over forty (40) hours per week will be paid time and one-half.
3. Subject to section F of this article, double time will be paid for work on Sunday.
4. Subject to section F of this article, Saturday work will be paid time and one-half.
  - a. Two persons who are regularly scheduled to work on Saturday will not receive overtime pay (swimming pool detail).
  - b. Time and one-half will be paid to these people (swimming pool detail) for the sixth (6th) day worked.
5. Overtime shall be paid when:
  - a. Custodians are requested to, and do in fact check buildings on a week-end, and such time exceeds limitations described in C-1 and C-2 of this article.
  - b. When employees are called in on an emergency basis and such time exceeds limitations of C-1 and C-2 of this Article.
  - c. In the event of a and b above, employees will be paid for a minimum two (2) hours at a maximum of time and one-half for Saturday, Sundays, and Holidays, except maintenance men who will be paid regular overtime pay for Sundays, and Holidays.
6. All overtime records will be available upon request to the Association president.

D. Shift Definition:

1. 1st shift - any day shift so designated in Section A of this article.
2. 2nd shift - afternoon shift so designated in Section A of this article.
3. 3rd shift - midnight shift so designated in Section A of this article.

E. Shift Premiums:

Twelve cents (12¢) per hour second shift premium, and sixteen (16¢) per hour third shift premium will be paid from July 1, 1973 to June 30, 1974. Thirteen cents (13¢) per hour second shift, and seventeen (17¢) per hour third shift premium will be paid from July 1, 1974 to June 30, 1975.

F. Determination of Saturday and Sunday overtime rates shall be based on time employee was scheduled to begin his work day. A normal work week shall commence with the Monday Day shift and will end with the Friday Midnight shift.

G. Any employee who reports for work when schools are closed because of an Act of God shall receive his regular pay. All employees are expected to report if at all possible, however, in the event an employee cannot report because of the Act, he will be allowed to use his personal days to cover such absence.

H. When overtime work is necessary, department seniority shall prevail as among the members of a particular group or classification within a building, or department. Overtime will be distributed as equally as practical among employees performing similar work, beginning with the employee who has the highest department seniority. Each department may adopt a policy that is agreed upon by the employees in that department or unit, provided it is consistent with the principle of the equal distribution of overtime.

I. All bus routes shall be assigned on a five and one-half (5½) hour or seven and one-half (7½) hour per day basis. This includes lunch hour, rest periods in the total work package. If there is additional time left for added duties within the scheduled work day, then the bus driver can be used for that purpose. Different work schedules may be used in order to properly lay out the five and one-half (5½) and seven and one-half (7½) hour work day. Runs consistently taking longer than the allotted time will be paid accordingly. As far as practicable, all regular bus routes shall be selected by seniority. They must be posted with the number of hours to each route.

J. Assignment of special bus runs shall be made by the Building, Grounds and Transportation Director. Drivers for all special education pupils (Mentally Retarded, Adjusted Study Program, Perceptual Development Program) will be selected on ability basis - to handle these children.

K. Extra Trips and all overtime transportation work will be assigned by seniority among drivers who sign up for them. All extra trip and overtime hours shall be rotated as evenly as practicable. All hours resulting from the above shall be posted the first of each month. In addition the Board agrees to post a chart with the forthcoming trips and the anticipated number of hours.

L. Time and one-half (1½) will be paid for all work performed over twenty-five (25) feet from the ground on any structure other than a permanent building, and similar pay for any work performed more than twelve (12) feet below the ground.

M. Overtime employees selected for a specific job shall continue until completion of that job.

Emergency substitutions may be made by the supervisor.

N. Any employee using his personal car for school business at the direction of the building principal or unit supervisor will be paid at the rate of thirteen cents (13¢) per mile. Proper forms must be submitted for Board approval of mileage expense.

O. As far as practicable, once a transportation employee selects his route, the hours and route cannot be changed.

#### ARTICLE XXII - HOLIDAYS

A. All employees shall be paid for and shall not be required to work on the following holidays:

- |                       |  |
|-----------------------|--|
| 1. Christmas Eve Day  | 9. Thanksgiving Day  |
| 2. Christmas Day      | 10. Friday after Thanksgiving Day<br>(if school is not in session) |
| 3. New Year's Eve Day | 11. Monday following Easter<br>(if school is not in session)       |
| 4. New Year's Day     | 12. Day after Christmas<br>(if school is not in session)           |
| 5. Good Friday        |  |
| 6. Memorial Day       |  |
| 7. Independence Day   |  |

B. Should days designated in numbers 10, 11, and 12 be determined to be school days then three (3) additional days when school is not in session, mutually agreed to, will be granted.

C. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday. If an employee works on one of the above holidays, he will receive eight (8) hours holiday pay plus double time for the hours worked. Employees regularly working less than eight (8) hours per day will receive their holiday pay on their regular workday basis.

D. In order to qualify for these paid holidays, an employee must work on the scheduled work day before and the scheduled work day after the holiday. Employees who miss these days because of illness must provide a doctor's statement to receive payment for the holiday. Employees who abuse sick leave privileges shall be subject to discipline by the Board and such discipline will not be subject to the grievance procedure.

E. When state or federal statutes, laws, or regulations require that any of the holidays designated in section A of this Article be observed on a day other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute whichever is controlling.

## ARTICLE XXIII - PAID LEAVES OF ABSENCE

A. Subject to the limitations set forth hereinafter, employees shall be entitled to leave without loss of pay provided leave days in the employee's sick bank are available.

1. Personal illness.
2. Illness in the immediate family which shall be interpreted as husband, wife, and children, sister, brother, father, mother, father-in-law, mother-in-law, step-father, step-mother, or any dependent of the immediate household residence.
3. Observance of religious holidays and holy days.
4. Reasons deemed applicable by the Superintendent who may be advised by the Association.

B. Each employee will be credited with .58 days of leave for the 1973-74 school year and .67 days of leave for the 1974-75 school year without loss of pay every pay period during which he has worked. Two of these days may be taken for personal business with prior explanation. However, these two days may not be taken on the opening or closing of school, nor days immediately preceding or following legal or religious holidays. Unused leave days will be cumulative to two hundred and thirteen (213) days. A statement of accumulated leave days will be issued at least quarterly.

C. Leave days shall not be granted for probationary employees, however, at the end of the probationary period three days shall be placed in the employees leave day bank plus one day for each additional month worked during the first year of employment.

D. After one full year of employment, any employee who has exhausted his accumulated leave days, may apply to a sick leave bank. The sick leave bank shall be established by each employee depositing one leave day from his individual accumulation. The Board shall deposit above days in the sick leave bank, in order to maintain a level of one day for each employee in the bargaining unit at the beginning of each school year.

Withdrawals may be made from the bank upon written application to the sick leave committee by an employee who has exhausted his own leave days. The sick leave committee shall be composed of two members of the administrative staff and two members of the Association. The committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. An employee receiving such an allowance from the bank shall not be expected to repay.

E. Employees who abuse the leave with pay shall be subject to appropriate discipline by the Board. Repeated misuse of leave shall result in docking of pay on a pro-rated basis.

F. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. Two (2) days additional time may be taken from the employees accumulated leave day bank. The phrase "immediate family" for purposes of this section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, and mother-in-law, step-father, and step-mother. Such leave is subject to the approval of the Superintendent or his designee, and the employee must be working during the time of the bereavement.

G. Upon permission of the Superintendent, one (1) day for each death will be allowed, when requested, for death of a relative outside the immediate family, or for persons where the closeness of relationship would warrant. An additional two (2) days for each death may be allowed, but will be taken from paid leave credit. If no paid leave credit is available, there will be a full deduction of these two (2) days.

H. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If an employee, who has completed his probationary period is summoned and reports for jury duty, he shall be paid the difference between the amount he received as juror and his normal week's pay, not to exceed four (4) weeks; provided he makes himself available for work within his regular work schedule when not occupied with jury duty. It is understood by the foregoing provision that: on any day on which the employee is dismissed within three (3) hours from the beginning of his shift, he shall be required to work for the balance of his shift.

To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the dates he received pay for jury duty, Any employee found abusing this privilege shall not be entitled to the pay differential.

## ARTICLE XXIV - LEAVES OF ABSENCE UNPAID

A. Leaves of absence for reasonable reasons (excluding health and military) and for periods not to exceed one (1) year may be granted upon written request to the Superintendent or his designee.

1. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.
2. An extension of such leave of absence, but not to exceed one (1) year, may be recommended by the Superintendent and approved by the Board of Education.
3. Where the length of the leave does not exceed two (2) months, there shall be no loss of seniority provided the leave is not for the purpose of working in other employment.
4. An employee granted a leave of absence of longer than two months by the Board may be given a position upon his return provided there is an opening for which he is qualified.
5. An employee is required to notify his appropriate supervisor in writing at least sixty (60) days preceding the expiration date of a leave indicating his desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating his employment with the district.

B. Upon recommendation of a physician, a health leave without pay shall be granted up to a maximum of one (1) year. At the end of such leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent and approved by the Board of Education.

When the employee's health permits his return, he shall so request the Superintendent in writing and submit a statement from a physician certifying his fitness to return. In the event of a question of the employee's fitness for work, the Board has the right to request an examination at Board expense by the Board designated physician. Persons on health leave shall not be eligible for fringe benefits.

C. Any employee covered by the salary schedule who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale provided:

1. The position vacated is other than temporary.
2. He is honorable discharged from the Armed Forces.

3. He applies for re-employment within ninety (90) days after discharge; or within ninety (90) days from being certified physically fit after discharge from hospitalization resulting from incurred injury.

4. He is still qualified to perform the duties of the position.

In the event of re-employment, the following provisions shall apply:

1. Accrual of seniority shall be granted.

2. Increments shall be added as if the employee had been in the school district during such active service in the Armed Forces.

#### ARTICLE XXV - ATTENDANCE PROCEDURE

A. Employees reporting their absences will call one central number. Said number will be appropriately displayed in each building along with emergency numbers and contact persons should extenuating circumstances necessitate such procedures.

B. When a custodian is absent more than one day, his work will be covered by an unassigned custodian. If no unassigned custodian is available, it will be assigned to another regular custodian within the building by a supervisor at time and one-half pay, should department absenteeism not exceed 6% for the day in question.

#### ARTICLE XXVI - INSURANCE PROTECTION

A. Life Insurance - The Board shall select the insurance carrier and support the cost for the employees who work five (5) hours or more per day, of seven thousand (\$7,000.00) group term life insurance in the 1973-74 school year, and eight thousand (\$8,000.00) group term life insurance in the 1974-75 school year. Such program shall pay to the employee's beneficiary the sum of seven thousand (\$7,000.00) beginning the 1973-74 school year upon death, and eight thousand (\$8,000.00) beginning the 1974-75 school year upon death, with provisions for double indemnity in the event of accidental death. Coverage for new employees shall become effective the first of each month following completion of a satisfactory probationary period, provided the necessary enrollment forms have been filled out and filed with the personnel office.

B. Health Insurance - The Board agrees to pay for MVF-1, Master Medical upon the selection by each employee who is not otherwise covered by any other employer paid health insurance program. Employees who are covered under another employer paid health insur-

ance program may select optional MESSA Benefits (exclusive of Accident Insurance Program) totaling no more than an amount equivalent to the monthly premium for single subscriber under the above mentioned program-

C. **Dental Insurance** - The Board shall provide dental insurance coverage for each employee within the bargaining unit up to a maximum of \$7.10 per month per employee.

D. The Board shall pay insurance premiums throughout the year for all employees in the bargaining unit.

E. The terms of any contract of policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.

F. The Board, by payment of the premium payments required to provide the coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it had contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

G. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedures.

H. Employees on Leave of Absence for health reasons may continue under group coverage for six (6) months at their own expense. During such time the employee shall be responsible for submitting premium payments directly to the Board. At the end of six (6) months the employee will be dropped from the Board's group coverage.

I. In the event of strikes and stoppages by the Association, all benefits under this Article shall be immediately terminated and discontinued.

#### ARTICLE XXVII - VACATIONS

A. At the discretion of the Board, twelve (12) month employees may take vacation time during the regular school year. Ten (10) month employees may take vacation time pro-rated during the year only when school is not in session, or, any holiday period, provided sixty (60) days notice is given to the immediate supervisor.

B. Employees who work less than twelve (12) months per year shall receive a pro-rated number of vacation days based on the total number of months in which the employee receives pay for fifty per-cent of the scheduled work days during the month.

C. Employees who work less than forty (40) hours a week shall receive vacation pay based on their regularly scheduled work week.

D. Choice of vacation shall be determined by seniority within each building unit. Mechanics and custodial employees will not schedule vacations during the last two weeks in August. However, this may be waived with the written approval of the Superintendent.

E. Eligibility for one's vacation period will be computed as of his anniversary date.

F. Years of service for ten (10) month employees for determination of vacations are computed as of July 1 and employees will receive their checks the first pay period in July. Vacations of twelve (12) month employees will not be paid in advance and will be received on the regular scheduled payday.

G. All employees will be granted non-cumulative vacations without loss of pay, as follows:

1. During first year - 5/6 working days per month of active service.
2. After 1 year - 10 work days
3. After 5 years - 15 work days
4. After 10 years - 20 work days
5. After 15 years - 21 work days
6. After 16 years - 22 work days
7. After 17 years - 23 work days
8. After 18 years - 24 work days
9. After 19 years - 25 work days

- a. The parties agree that it is not the intent of the above schedule to allow employees to receive unearned vacation. Problems that result during the initial year of transition will be handled on an individual basis by the Association and the Board.

H. If an employee is laid off or retires, he will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.

I. A vacation may not be postponed from one year to the next, but will be forfeited unless taken.

J. When a paid holiday falls within a vacation period, the employee shall receive an additional day vacation without loss of pay.

## ARTICLE XXVIII - EVALUATION

A. Annually, thirty days prior to the employees salary anniversary date, his individual employment record shall be reviewed by the Director of Buildings, and Transportation and Grounds.

B. Evaluation records shall be kept on forms provided by the personnel office to the Director of Buildings, and Grounds and Transportation. The records shall show instances of outstanding performance, alertness, diligence and interest in work as well as any acts which may tend to lessen the employees value to the school district.

## ARTICLE XXIX - MISCELLANEOUS

A. The Board agrees to furnish uniforms for employees in the garage, maintenance, cafeteria, central stores, utility men, and those who clean boilers. Head custodians are to be provided three (3) uniforms per year to be maintained by the individual.

B. The Board agrees to establish an inventory of all tools needed to operate more efficiently. Subject to Board approval, employees using their own personal tools may have them replaced, upon proof of theft, or repaired if they are broken and in need of repair.

C. All employees will be encouraged to participate in In-Service Training Programs in order to improve their efficiency on the job. Upon approval by the Board, employees who participate in such a Board sponsored program that improves their efficiency and benefits the school district, will be compensated at the regular hourly rate.

D. The parties of this agreement hold themselves mutually responsible for cooperative enforcement of safety rules and health regulations. The safety and sanitary conditions of work and the condition of all equipment shall comply with applicable state and federal laws. A joint safety committee will be formed to review methods for cooperative establishment and enforcement of safety rules.

A joint Safety Committee will be established mutually by the Association and Administration. Members of the committee will be expected to devote thirty (30) minutes per month toward this activity.

E. Minutes of all school board meetings will be placed in the Association mailbox located in the Administration Building for the President and Secretary of the Association as they appear in the files of the Board.

F. If any provision of this agreement, or any application of the agreement to any employee or group of employees, shall not be

deemed valid and subsisting except to the extent permitted by law, all other provisions or applications shall continue in full force and effect.

The Association shall indemnify and save the employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the Board complying with the provisions of this agreement. If any article or section of this agreement, or if any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained, the Association shall hold the Board harmless against any claims, demands, suits, and other forms of liability resulting from such action.

G. Loyalty to the school district by all employees, including non-instructional personnel, administration, and Board members, is necessary for the good and welfare of the students, schools, and community. The Association, recognizing this fact, agrees to use its influence to encourage all employees to perform loyal and efficient work and service, to improve the district's standards and to cooperate with the school board in promoting the welfare of the district and improving its service.

H. Employees who hold two (2) full time positions during the year shall be subject to disciplinary action.

I. Communications between the Association and the Board which call for a reply, shall not be made available to the news media before a reply has been received or a refusal to reply has been clearly indicated. If either party violates this provision, the communication shall be considered nullified, and no action need be taken by the addressee.

J. Representatives of the Board agree to meet with representatives of the Association from time to time for the purpose of reviewing changes in job classification plans proposed by the Board.

K. Supervisors not in the bargaining unit shall not perform any work of other employees in the bargaining unit, unless an emergency or training situation occurs.

L. Maintenance Department shall have at least one leader for each shift, one day shift buildings, one day shift grounds and one afternoon shift buildings. During the summer months (when school is not in session) there shall be two (2) day shift buildings and one day shift grounds leader.

M. No employee shall be required to work alone on a job which, in the opinion of the supervisor, could be dangerous to his safety and health.

## ARTICLE XXX - COMPENSATION

Salaries of all employees in the bargaining unit shall be set forth in the following sections.

Appropriate wage steps for employees will be based on the fiscal year of the school board, and employees hired-in prior to February 1 of any one year will go to the next step on July 1, while employees hired-in between February 1 and June 20 will remain on the first step until the next July 1.

### A. TRANSPORTATION, CUSTODIANS UTILITY

	0	1	2	3
1973 - 1974	3.41	3.84	4.09	4.47
1974 - 1975	3.61	4.07	4.34	4.74

When a bus driver receives a parking ticket on a field trip due no fault of his own, Board will pay for it.

### B. HEAD CUSTODIANS

1973 - 1974	High School	5.35
	High School Ass't. & Junior High	5.20
	Pool, Head Elementary & Junior High Ass't.	5.05
	Elementary Ass't.	4.76
1974 - 1975	High School	5.67
	High School Ass't. & Junior High	5.51
	Pool, Head Elementary & Junior High Ass't.	5.35
	Elementary Ass't.	5.05

1. Head Custodians shall be responsible for work assignments and general control of custodial employees assigned to them as directed by the custodial supervisor.
2. Unless other wise urgent, the Principal and other Supervisors will give orders to custodians through the Head Day and Head Night custodians.
3. All new custodians shall be given four (4) hours of training by the Head Custodian or some delegated representative on his first day assignment.

## C.

## MAINTENANCE

1973 - 1974	Leader	6.02
	Maintenance III	5.80
	Maintenance II	5.64
	Maintenance I	4.63
1974 - 1975	Leader	6.38
	Maintenance III	6.15
	Maintenance II	5.98
	Maintenance I	4.91

## D.

## TRANSPORTATION MECHANICS

1973 - 1974	Leader	6.02
	Head Mechanic	5.80
	Mechanic	5.64
	Mechanic Helper	3.96
1974 - 1975	Leader	6.38
	Head Mechanic	6.15
	Mechanic	5.98
	Mechanic Helper	4.20

There will be at least one leader at all times in this department.

## E.

## CAFETERIA

1973 - 1974	Head Cook I	3.41	3.63	3.81	4.26
	Head Cook II	3.24	3.50	3.66	4.15
	Head Cook III	3.05	3.30	3.40	3.78
	First & Second Cook	2.82	3.07	3.26	3.55
	Ass't. First and Second Cook	2.76	2.95	3.12	3.43
	Helper, Satellite Cook, Head Cashier	2.45	2.72	2.95	3.32
	Cashier	2.42	2.63	2.88	3.22
	1974 - 1975	Head Cook I	3.61	3.85	4.05
Head Cook II		3.43	3.71	3.88	4.40
Head Cook Elementary		3.23	3.50	3.60	4.01
First & Second Cook		2.99	3.25	3.46	3.76
Ass't. First and Second Cook		2.93	3.12	3.31	3.64
Helper, Satellite Cook, Head Cashier		2.60	2.88	3.13	3.52
Cashier		2.57	2.79	3.05	3.41

1. If at all practical, cafeteria equipment will not be used by "outside groups" unless a cook is on duty and supervises the job.
2. Head Cook in the elementary school shall work six (6) hours per day. Cooks I and II shall work eight (8) hours per day.

F.

**WAREHOUSE**

1973 - 1974	4.57
1974 - 1975	4.84

G.

**LONGEVITY**

There shall be paid to each employee working five hours (5) or more per day, who has ten (10) or more years of service to the school district, the amount of one hundred dollars (\$100.00) for ten (10) month employees, and one hundred fifty dollars (\$150.00) for twelve month employees. These payments will be paid in December, 1973 and 1974.

**ARTICLE XXXI CONCLUSION AND DURATION**

A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore the Board and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject matter not specifically referred to or covered in this agreement, even though such subjects or matter may have not been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this agreement.

B. This agreement shall continue in full force and effect until the 30th day of June, 1975 and from year to year thereafter. Upon written notice by either party on or before March 1, 1975 the parties agree to commence negotiations on a new agreement. Notice to modify or amend this agreement must be placed in writing to the other party no less than ninety (90) days prior to the termination date of this contract. If no notice of termination or modification is given by either party as provided herein, then this agreement shall automatically continue in full force and effect from year to year.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION OF THE  
SOUTHFIELD PUBLIC SCHOOLS

By Harold I. Bussey  
Harold I. Bussey, President

By Robert N. Wright  
Robert Wright, Secretary

THE SOUTHFIELD EMPLOYEES  
ASSOCIATION

Thomas Flatley  
Thomas Flatley - President

Edward Rupp  
Edward Rupp - Secretary

Bernard Thornton  
Bernard Thornton - Treasurer