

2004-2006 CONTRACT AGREEMENT

Between

THE GARDEN CITY

EDUCATION SUPPORT PERSONNEL

and the

BOARD OF EDUCATION OF THE SCHOOL DISTRICT

OF THE

CITY OF GARDEN CITY

82050  
06 30 2006.  
GCESP/MEA/NEA  
F C T X

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## **PREAMBLE**

This Agreement between the Board of Education of the School District of the City of Garden City, Michigan engaged in education service to the community hereinafter referred to as the "Employer" and the Garden City Custodial, Maintenance, Transportation, and Food Service Association (GCESP/MEA/NEA), hereinafter referred to as the "Association" for and in behalf of the employees now employed and hereinafter employed by the employer within the unit of representation as hereinafter described and designated herein as the "Employees".

## **DECLARATION OF POLICY**

The purpose of this Agreement is to promote the mutual interests of the School District and its employees, and to provide and secure adequate, dependable service to the School District and to the public under conditions which will further, to the fullest extent possible, the safety and welfare of the employees, and economy and efficiency of operation, correlating the above with the General Policy Manual of the Board of Education for the City of Garden City.

The Association, employees, and the employer recognize that "The Board of Education of the School District of the City of Garden City, Michigan is committed to a philosophy of educational service to the children of this community." It is further recognized by the parties that as a fundamental principle of public service, the general personnel policies, practices, and procedures are set forth in order to provide the best service possible and to eliminate the interruption of service by labor disputes or controversies. It is understood that the Agreement shall supersede any contrary or inconsistent policies that may have been in effect in the past.

Therefore, in recognition of these principles, the Board of Education and the Association enter into this Agreement with respect to hours, wages, and working conditions.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 1 – RECOGNITION OF ASSOCIATION**

- A. The Board of Education of the School District of the City of Garden City recognizes the Association as the sole exclusive bargaining agent for all employees under the classification of Cafeteria Workers, Custodial Employees, Bus Drivers and Bus Aides in respect to wages, hours, and other terms and conditions of employment, but excluding Maintenance/Custodial Supervisor-Days (1), and Maintenance/Custodial Supervisor-Nights (1).

The Employer further agrees it will not recognize, deal with, or enter into contractual relations, either written or oral, with any other labor organization in regard to wages, hours or other terms and conditions of employment in behalf of any of its employees covered under the terms of this Agreement at any time during the term of this Agreement.

- B. There shall be no discrimination against any employee by supervisors or any other person in the employ of the employer because of membership in the Association.
- C. The Employer and the Association agree that they will not engage in any unlawful discrimination against any employee. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, weight, height or membership in or association with the activities of the Association.
- D. The Employer recognizes the established rights, responsibilities, and values of the Association and has no objection to its employees becoming members of the Association, which is responsible in conjunction with the Employer for making and keeping this Contract. The Employer specifically will not tolerate, on the part of its representatives, any discrimination of the activity whatever against the Association and will not condone anti-Association activity on the part of any administrator or any employee acting as an agent of the Employer.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 2 – AGENCY SHOP**

- A. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members: Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees: If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- E. Payroll Deduction: Upon written authorization by a bargaining unit member pursuant to paragraph D., the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than fifteen (15) days following each deduction.
- F. Save Harmless Clause: In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving relevant evidence, obtaining relevant witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 3 -- NEGOTIATION PROCEDURES**

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select six (6) representatives and two (2) alternates from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a vote of the bargaining unit held at a regular or special meeting of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counter proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratifications.
- B. Upon ratification of this Agreement, the Association shall not bring up matters for negotiation to the Board, and the Board will not bring up matters to the Association except by written mutual consent and as provided in Section C. of this Article. This shall not be interpreted to deny the Association its rights under PERA to demand to bargain; this is not a waiver of bargaining rights.

Within ninety (90) calendar days, and not less than sixty (60) calendar days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement for the following year (or years) covering wages, hours and terms and conditions of employment of employees employed by the Board.

By mutual agreement of both parties in writing, provisions can be re-opened during the life of the contract.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 4 -- SENIORITY**

- A. The purpose of seniority credit is to provide security on a regular and continuous length of service basis.
- B. The relative seniority of employees beginning work on the same day shall be determined by drawing lots, the drawing to be conducted in the presence of an Association steward; such drawing to be held before the end of the probationary period and shall be the final determination of the employee's seniority standing.
- C. The date of hire of a regular bargaining unit employee shall be the employee's date of seniority, assuming that the probationary period is successfully completed. NOTE: Employees regularly scheduled to work four (4) or more hours per day (both AM and PM in the case of school bus drivers or bus aides) shall be considered "regular bargaining unit employees."
- D. Custodians, bus drivers, cafeteria workers and bus aides comprise separate and distinct seniority groups. Date of hire refers to date of hire as a custodian, bus driver, bus aide or cafeteria worker. If a custodian, bus driver, bus aide or cafeteria worker applies for and is hired into another seniority group, s/he retains seniority in the previous seniority group only for the purpose of job security with respect to layoff and bumping back into the old group in the event of layoff from the new group, and school district-wide seniority for wage and fringe benefit computation. S/he may not use seniority in the previous seniority group for any other purpose such as bidding or job preference in the previous seniority group subject to the provisions of paragraph "F".
- E. If there is a reduction of the number of positions within a promotional classification (pay rate box) making necessary a reduction in the number of employees assigned to positions within that promotional classification, employees assigned to positions within that promotional classification with the least group seniority shall be temporarily reassigned to positions in equal or lower classifications, without loss of pay, until vacancies occur such that those employees can be returned to positions in that promotional classification or for a period of one (1) year, whichever occurs first. The temporary reassignment shall be to the same shift, provided that there is a vacancy in an equal or lower classification on that shift or provided it is possible to temporarily reassign an employee with lesser seniority in an equal or lower classification position to a less preferred shift in another equal or lower classification, without loss of pay. In interpreting this paragraph, date of hire in the group, not seniority in the classification, will be used to determine seniority. NOTE: Any employee already reassigned to a lower classification as of the date of ratification of this contract shall not be subject to the one (1) year without loss of pay provision so long as they are not again reassigned to a lower classification. In the event such employees are again reassigned to a lower classification, they will be subject to one (1) year without loss of pay provision.
- F. Effective July 1, 2004 a member of the bargaining group who accepts employment in an administrative or supervisory position or in another bargaining group with the employer shall not retain his seniority within the group after one year.



**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 5 -- DISCIPLINE AND DISCHARGE**

A. An employee shall be discharged and removed from the seniority list for the following reasons only:

1. S/he quits.
2. S/he is discharged and the discharge is not reversed through the grievance procedure.
3. S/he is absent for one (1) working day without notifying the Employer of such absence having previously received a written reprimand and pay dock for the same offense on a previous occasion. Except that this section shall not apply in the event that circumstances beyond the employee's control prevent him/her from providing appropriate notice to the employer. The burden of proof of circumstances beyond the employee's control rests with the employee.
4. S/he fails to return to work within three (3) days after a registered letter is received by the employee.
5. An employee who comes to work under the influence of alcohol illegal drugs, or is found using alcoholic beverages or non-prescribed controlled substances while on the job, or whose performance on the job is impaired as the result of the abuse of alcohol, illegal drugs or non-prescribed substances, has committed a very serious offense. The Employer may insist, upon the first offense and where reasonable, that the employee agree to participate in an outpatient treatment program if recommended by medical or other qualified personnel. Once the employee is enrolled, s/he may return to work. Following a second offense, the employee must complete a treatment program before s/he will be allowed to return to work.

An employee participating in a treatment program may continue to receive all fringe benefits while enrolled in the program, as with all other paid leaves.

A third offense may result in discharge.

6. The Employer may discharge an employee if s/he is convicted of criminal sexual conduct in any degree, assault with intent to commit criminal sexual conduct, an attempt to commit criminal sexual conduct in any degree, felonious assault on a child, child abuse, or cruelty, torture, or indecent exposure involving a child.

The employer may also discharge an employee if s/he commits a felony or misdemeanor while working which involves school property or personnel or students.

The employer reserves the right to suspend, with pay, pending adjudication.

**CHAPTER A.  
GENERAL PROVISIONS  
ARTICLE 6 – HOLIDAYS**

- A. An employee shall be entitled the day off with regular pay for the following holidays, provided he is in pay status for the entire scheduled work day immediately preceding, and the first entire scheduled work day immediately following the holiday:

<u>HOLIDAY</u>	<u>2004-2005</u>
Independence Day	Monday, 7/5
Labor Day	Monday, 9/6
Thanksgiving Day	Thursday, 11/25
Friday immediately following Thanksgiving Day	Friday, 11/26
Christmas Eve	Thursday, 12/23
Christmas	Friday, 12/24
New Year's Eve	Thursday, 12/30
New Year's Day	Friday, 12/31
Good Friday	Friday, 3/25
Easter Monday	Monday, 3/28
Memorial Day	Mon., 5/30

**\*\*2005-2006 Holidays to be determined.**

In the event school is closed for a new legal holiday not mentioned above during the school year, employees shall have that day off with pay.

- B. An employee with approval to work on a holiday indicated in Section A. of this Article shall be paid at the rate of two (2) times his regular hourly rate for all hours worked plus the holiday pay indicated in Section A. of this Article provided he is entitled to be paid for the holiday as indicated in Section A. of this Article.
- C. When a holiday indicated in Section A. of this Article falls on Thursday, an employee shall be entitled to a day off with regular pay on the Friday immediately following the holiday, provided

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 7 -- LEAVE OF ABSENCE**

- A. Voluntary non-illness leaves of absence will be granted by the Employer for good cause as determined by the administration for a definite period of time, but in no event shall a voluntary non-illness leave be extended beyond a period of one year from the last day worked. An employee may not return or be returned from a leave "early" if such would result in any displacement of any other employee.
- B. 1. If an employee or employee's spouse becomes pregnant while the employee is employed by Garden City Schools, and the employee desires to take a non-paid four (4) to fifty-two (52) week child care leave in connection with such pregnancy, the employee shall notify the Personnel Office that such a leave is requested. The leave will terminate at the specified time and the employee will be returned to his/her former position, or a position for which s/he is qualified if his/her former position no longer exists. Insurance maternity benefits in connection with the pregnancy will continue during the leave. The employee shall provide medical certification as requested by the Personnel Office relative to the leave.
2. An employee who acquires a child (children) by marriage may take a non-paid child care leave to a maximum of six (6) weeks in connection with such acquisition. Such leave must be taken within six (6) months of the acquisition. Return from such leave shall be the same as #1 above.
3. An employee shall, upon request, be granted a non-paid leave of up to one (1) year for the purpose of adopting a child (children). Such leave shall be extended up to one (1) year if necessary to fulfill adoption requirements. Return from such leave shall be the same as #1 above.
- C. An employee who is summoned to testify or to report for jury service shall continue on a regular payroll for the days of such service. However, the employee shall forward to the Board any fees received for such jury service. NOTE: Expense reimbursement received by the employee for jury service need not be forwarded to the Board – only jury fees need be forwarded. This subsection does not apply to employees in personal litigation.
- D. Any employee being duly elected or appointed to a term of office, a union staff position, a union internship, or as a delegate to any labor activity, necessitating a temporary leave of absence, shall be granted a non-paid leave of absence, not to exceed twelve (12) months, and notwithstanding Section F of this Article, shall accumulate seniority during such leave of absence. As much notice as possible of such intended absence shall be given to the employer. In case of an approved temporary leave, all persons moved to higher classification shall do so on a temporary basis. When the employee on this approved temporary leave returns, all who were temporarily moved return to their former classification.
- E. The seniority of employees who enter the armed forces of the United States under the Selective Service Act will accumulate during the period of their service and their

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 8 -- PROMOTIONS**

**A. Definitions:**

1. Classification - A position with a specific job title and description or a group of positions with a common job title and description. (NOTE: Building level and not name or location will be used to differentiate classifications.)
2. Promotion - Permanent assignment to a classification with a shift preference or with a greater rate of pay.
3. Vacancy - A position to which an employee has not been permanently assigned (or temporarily assigned under Article IV, Section E).
4. Upgrade - Temporary assignment to a position in a classification with a shift preference or with a greater rate of pay. (Over five (5) consecutive workdays) Specific licenses are not required for a temporary assignment.

**B.** Whenever a vacancy occurs so as to make a day shift (day shift jobs are any jobs which have a starting time between 5 :00 a.m. and Noon) preference or promotion possible, the Employer shall post a notice of same on its employee bulletin board in all groups and invite employees to apply for the job. All such job vacancies shall be posted for ten (10) calendar days.

Within five (5) workdays of the occurrence of a vacancy which makes a day shift preference or promotional opportunity available, the job shall be posted. Within two (2) workdays of the close of the posting period, the job shall be awarded, assuming a qualified candidate has bid for the job.

**C.** Any Association employee desiring a posted job may present a bid.

**D.** The Superintendent or his/her designee shall review written bids for a posted promotional job. Due consideration shall be given to ability, background, work record, and seniority (not necessarily in the order listed). The Union President will be invited to review the bids for promotional positions. However, the final decision relative to awarding a promotional position shall be the prerogative and responsibility of the Superintendent or his/her designee. Promotions and upgrades shall be retroactive to the date the job posting expires.

**E.** Promotions shall not become permanent until the employee has been on the higher rated job for ninety (90) calendar days and shall have satisfied his immediate supervisors that he is capable of performing it. If at any time before the promotion becomes permanent the Superintendent or his designee determines the employee lacks the qualifications for the promotion, or the employee wishes to do so, he shall have the right to return to the job from which he was promoted or another job with the same rate of pay.

## ARTICLE 8 (continued)

and the District shall reimburse the employee for the cost of necessary training programs as approved by the District in advance.

The employee shall provide a copy of the license to the supervisor of buildings and grounds. Not less than thirty (30) days prior to the expiration date of any specific license, the supervisor shall provide the employee written notice of pending license expiration. Failure to maintain the required license(s) stipulated in the job description shall result in immediate removal from the position and reassignment to a position identified by the District for a period of time not to exceed thirty (30) calendar days. If the employee fails to secure the required license within this thirty (30) day grace period, the employee shall be suspended without pay. Employees suspended shall remain on suspension until such time as:

- They secure and present the required license(s)
- They are able to successfully bid to another position
- A general custodian position becomes available to which they will be assigned, or
- A period of two years passes in which case the employee shall be considered to have voluntarily resigned from the District.

It is understood that members assigned to these positions after July 1, 2000 shall obtain and produce the required license prior to being awarded the position. The District will not reimburse these employees for the cost of training necessary to secure the license required to obtain the position.

These license requirements shall be in addition to all other bid-qualifying requirements in ARTICLE 8. Section D.

The parties agree to review state licensing requirements and Department of Labor policies/interpretations related thereto regarding their implementation in the District.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 9 -- EMPLOYEE RETIREMENT AND DEATH BENEFITS**

A. **Eligibility for Retirement Benefits:**  
An employee retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under one of the following conditions:

1. **General Situation:**  
Eligible to receive Michigan Public School Employees' Retirement benefits upon termination of employment with Garden City Schools.
2. **Special Situation:**  
Thirty (30) years of service to the Garden City School System.
3. **Health:**  
After ten (10) or more years of service to Garden City Public Schools and upon certification by a Retirement Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the employee may retire.
4. **Age:**  
The employee has reached seventy (70) years of age.  
**Limitation:**  
Only one retirement benefit can be collected by an employee.

B. **Retirement Benefits:**  
A lump-sum retirement benefit shall be computed in the following manner:

1. Twenty-five dollars (\$25) per day for unused sick days up to 75 days.  
  
Fifty dollars (\$50) per day for unused sick days 76-200 days.  
  
Seventy-five dollars (\$75) per day for unused sick days for 201 days and over.
2. One hundred dollars (\$100) per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.
3. An employee shall receive an amount described in either 1 or 2, whichever is greater.
4. For those members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65 on, or after, July 1, 1991, the Board shall provide reimbursement to the retiree up to \$1,500 per year (reimbursement to be paid semi-annually, in January and June) toward the payment of the Michigan Public School Employees'

Retirement System hospitalization coverage. This reimbursement shall cease at age 65.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 10 – WAGES AND CLASSIFICATIONS**

- A. The employer agrees to establish a general written description for each classification. Such descriptions shall be reviewed annually (and updated when necessary) by the administration. The Union will be consulted to offer suggestions relative to change in job descriptions.
- B. An employee filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification retroactive to the first day, provided s/he has worked six (6) consecutive days in that position. (This subsection does not apply to bus drivers and bus aides).
- C. When an employee is voluntarily assigned to a lower rate classification, s/he shall be paid the wage rate of that classification based on his/her seniority in the system.
- D. Wages
  - 1. For the period July 1, 2004 to June 30, 2005 the schedule of hourly pay rates (including premium rates for shift, asbestos training and night shift leader) shall remain at the 2003-04 hourly base pay rates.
  - 2. For the period July 1, 2005 to June 30, 2006 there will be a wage re-opener of the contract.
- E. Shift Premium
  - 1. A shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.
  - 2. Effective July 1, 2004 the established premium shall be \$.30 per hour.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 11 -- GRIEVANCE PROCEDURES**

**A. Definitions**

1. Grievance                      An alleged violation of the terms of this Agreement.
2. Aggrieved Employee        The employee or employees making the claim.
3. Employee                      Includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. Party of Interest            An employee employed by the Board, or an appropriate administrator, or the Board, who might be required to take action, or against whom action might be taken in order to resolve a problem.
5. Days                            Shall mean regularly scheduled workdays.

**B. Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the Parties. Both Parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of procedures.

**C. Structure**

1. The Association shall have an established Grievance Committee and the names of those individuals shall be made known to the Administration.
2. The building principal and Supervisor of Buildings and Grounds shall be the administrative representative when custodian grievances arise from that building. The Supervisor of Buildings and Grounds shall be the administrative representative when custodian grievances do not involve employees regularly assigned to a building.
3. The Director of Transportation shall be the administrative representative for bus driver grievances.
4. The Personnel Director or his/her designee shall be the administrative representative when cafeteria worker grievances arise.



ARTICLE 11 (continued)

- b. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent and his/her designee will hold a hearing where the parties of interest may present in person the facts pertaining to the grievance. Within ten (10) days, the Superintendent or his/her designee shall render his/her decision in writing.

3. Level Three

In the event the grievance is not resolved to the satisfaction of the Grievance Committee at Level Two, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

The fees and expenses of the arbitrator shall be shared equally by the parties.

A request to utilize the arbitration machinery shall be submitted to the Board and the American Arbitration Association within twenty (20) working days of the Level Two-b decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another employee or legal counsel or a uniserv director; providing, however, that any employee may in no event be represented by an officer, agent or outside representative of any organization other than the Association.
2. Any individual employee at anytime may present complaints to his/her employer and have the complaint adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the bargaining representative has been given opportunity to be present at such adjustment.

However, an individual does not have the right to take a grievance to arbitration. Only the Union may decide to take a grievance to arbitration.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.

**GARDEN CITY CUSTODIAL, MAINTENANCE  
TRANSPORTATION, AND FOOD SERVICE ASSOCIATION  
Level One-c Grievance Form**  
(due within 4 workdays of #7)

(1) Aggrieved Employee(s) \_\_\_\_\_ (2) Building(s) \_\_\_\_\_  
\_\_\_\_\_

vs.

(3) Administrator \_\_\_\_\_ (4) Building \_\_\_\_\_

(5) Date of Occurrence \_\_\_\_\_

(6) Date of Level One-a discussion \_\_\_\_\_  
(within 20 work days of #5)

(7) Date of Level One-b verbal decision \_\_\_\_\_  
(within 20 work days of # 6)

(8) Facts giving rise to this grievance  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9) Article(s) and Section(s) of Agreement allegedly violated  
\_\_\_\_\_  
\_\_\_\_\_

(10) Rationale as to why facts constitute violation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Remedy sought  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Signature of aggrieved employee(s) \_\_\_\_\_

(If more space is needed, attach 8-1/2 x 11 sheet)

(13) Received by: \_\_\_\_\_ (14) Date \_\_\_\_\_

Original & copy to Grievance Committee Chairperson  
Copy to administrator indicated in (#3)  
Copy to be retained by aggrieved employee

\*Process after this date:  
• 4 workdays Adm. written response due  
• 10 work days Grievance Committee to Supt.  
• 10 workdays Supt. To hold hearing

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 12 – GROUP INSURANCE COVERAGE**

**Employee Life Insurance Coverage**

Life of Employee	\$50,000
Accidental Death & Dismemberment	\$50,000 (Schedule)

**Dependent Life Insurance Coverage**

Lives of dependent children 14 days to 19 years old (extended to 23 years if full-time college student)	\$10,000 each child
Life of Spouse	\$10,000

**Hospitalization and Major Medical Insurance Coverage for Employees, Dependent Spouses and/or Dependent Children**

Blue Cross/Blue Shield (4.0) "Four Point" Plan with the following riders and/or coverage: Semi-Private room, Predetermination, \$2,000,000 lifetime maximum benefit, \$5/\$10 prescription rider, routine mammography, PAP test, PSA testing and the Preferred Prescription Provider rider.

Effective July 1, 2000 all new eligible Members and/or new enrollees shall be enrolled in a plan with benefits equal to the Community Blue PPO plan with the \$5/\$10 prescription rider (instead of a Plan with benefits equal to the BC/BS 4.0 plan). Such new PPO enrollees shall continue in the community Blue PPO Plan until the end of their fourth (4th) year of employment. At the conclusion of their fourth year of employment, such individuals shall then have the option of changing coverage to the equivalent BC/BS 4.0 plan if they so desire.

Benefits equal to the Community Blue PPO shall be offered as an option to all currently enrolled 4.0 plan members. Eligible Members who select this option shall receive a \$250 cash payment each year.

**NOTE:** This coverage applies to custodians; bus drivers; cooks; and bus aides who are scheduled for 26 hours per week or more and who continue to bid the highest number of hours available to them to the extent that the highest number of hours less than 26.

Full-time members (members working at least 26 hours/week):

The Board shall establish and maintain a premium conversion cafeteria plan pursuant to section 125 of the Internal Revenue Code of 1986, as amended. The plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue

ARTICLE 12 (continued)

**Blue Cross/Blue Shield** or equivalent coverage excluding orthodontic benefit.

100% of Reasonable and Customary for routine dental care

80% of Reasonable and Customary for major care

\$1,000 maximum benefit per year on both routine and major services

The maximum benefit per year on both routine and major services shall be \$1,500.

Orthodontic coverage (90% orthodontic rider - \$2,500 lifetime benefit) may be purchased by members at group rates if available from the carrier.

**Vision Insurance Coverage:** for Employees, Dependent Spouses, and/or Dependent Children

Effective July 1, 1980, the Board shall establish a group vision insurance program with the following annual benefits per employee, dependent spouse, or dependent child (each).

<u>Benefits</u>	<u>Amount Covered*</u>
Examination	100%
Regular Lens	100%
Bi-Focal	100%
Frames	100%
Tri-Focal	100%
Contact Lens	\$40.00

\*Of all reasonable and customary charges.

The Association and Administration shall work together to study different insurance carriers and policies to maximize the economic effect for both parties.

Notes:

1. Employees on approved leave may continue to carry the same coverage by paying the group rates. Payment to begin within 30 days after beginning of leave.
2. Widow or widower of employee may carry dependent life, hospitalization, and major medical coverage at group rate until remarriage.
3. Employees on layoff status may continue to carry the same coverage to the extent the specific benefits are available from the carrier, by paying the group rates. Payments to begin within thirty (30) days after placement on layoff status. Except that the Board will continue to pay premiums for employees on layoff status resulting from strikes or work stoppages by members of other bargaining groups.
4. Members who do not qualify for various insurance coverage at District expense may, at their own expense, purchase the coverage at group rates assuming coverage is available from the carrier.

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 13 – LAYOFF**

- A. Seniority within established seniority groups (custodians, bus drivers, bus aides and cafeteria workers) shall be the determining factor when it is necessary to reduce the number of employees. Employees shall be recalled for work according to seniority within seniority groups. Upon recall following a layoff, if the employee fails to return to work within three (3) days after receipt of a registered letter, return receipt requested, dispatched by the employer, he shall be removed from the seniority list and considered a quit. When it becomes necessary to reduce the work force, the Employer shall strive to notify the Association at least 60 working days before layoffs are made effective. Following thirty (30) working days, seniority rights are retroactive to the first day of regular and continuous employment for purposes of recall after layoff.
- B. The employer shall maintain a current seniority list, a copy of which shall be given to the Association. When it becomes necessary to reduce the work force, employees shall be retained in the order of their seniority within seniority group to the end that the ability and efficiency of the employee, as determined by the employer, make such methods of layoff practical.
- C. Employees will be laid off, or forced to bump down, in inverse order of seniority: That is, the employee with the least amount of seniority shall be laid off or relocated out of a particular promotional classification first.

Such employees shall bump temporarily into positions without loss of pay for one year or whenever they are returned to their position, whichever ever comes first. Group seniority (not seniority within the position) will be used to determine who will be bumped.

Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff/elimination of position shall have the right to bump into a position, within their seniority group, for which they are qualified, which is held by a less senior bargaining unit member. The final determination as to whether an employee is qualified for a particular position shall be made by the Superintendent or his/her designee.

When a determination is made that a particular position is to be reduced or eliminated, no person shall occupy that specific job for more than sixty (60) working days within the following twelve (12) months unless the position is re-established and bid according to the provisions of ARTICLE 8.

- D. Call-back from layoff will be in reverse order of layoff with employees of greatest seniority within their seniority group being called back first. Laid off employees shall be eligible for recall for a period of not less than one year or equal to the number of years as a bargaining unit member, whichever is longer.
- E. Employees on layoff status shall have preference for on-call work in order of greatest seniority. In no event shall new employees be hired by the District while there are laid off bargaining unit members who are qualified for a vacant or newly created position. For a period of one (1) year while an employee is on layoff status, the employee shall be paid at their regular rate when performing on-call assignments. Employees on layoff status, who work in an on-call capacity

**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 14 – EVALUATION**

- A. In the event the employer determines that it is desirable to evaluate any specific group of Association members (i.e. building custodians), all Association members within the same bargaining unit seniority group (custodians/maintenance only; bus drivers only; bus aides only; or food service personnel only) shall also be evaluated. Nothing in this contract shall be interpreted or construed to limit the District's right to identify and attempt to remedy specific deficiencies in individual employee performance exclusive of the evaluative process. No evaluation prepared by persons other than the employee's evaluator shall become part of the member's personnel file.
- B. The evaluation process should provide constructive comments to inform employees of strengths/weaknesses in review of job performance. Identified weaknesses shall be in writing with remedies and timelines for improvement identified. This shall not be interpreted as a waiver of the Association's legal right to demand to bargain changes in working conditions.
- C. Members shall be permitted to have Association representation in any evaluation interview upon his/her request.
- D. The Association member may prepare a response to his/her evaluation which shall be incorporated therein and become a part of the evaluation.
- E. The primary objective of the formal and informal evaluation is to improve the quality of work.
- F. All observations of member performance shall be conducted openly.
- G. All written evaluations must be signed by the evaluator. The member must sign and return the evaluation within five (5) days indicating that he has read it. The member may attach a written, signed statement to the evaluation.
- H. Any member shall have the right upon request to review the local evaluation contents of his own personnel file. At the request of a member, the Association representative may accompany him at such a review.
- I. Evaluations shall be conducted by the Director of Buildings & Grounds and the Executive Director, Classified Personnel for maintenance staff; building principal, Director of Buildings and Grounds, and the Executive Director, Classified Personnel for building custodians; and the immediate supervisor for all others, with input from the building administrator.
- J. In the interest of securing optimal member performance, the evaluator, upon request by the member, will discuss his perceptions of the evaluation within ten (10) days of said request.
- K. In evaluating employees, the employer shall utilize the evaluation form and/or a narrative document. In the event a narrative evaluation format is to be used, the evaluator shall notify the employee of the evaluation criteria at the start of the evaluation period.

## CHAPTER A.

### GENERAL PROVISIONS

#### ARTICLE 15 -- MISCELLANEOUS PROVISIONS

- A. The employer shall provide a bulletin board at an appropriate place on all properties of the School District for use of the Association.
  - 1. A printed Contract Agreement shall be provided to each bargaining unit member within thirty (30) workdays following ratification by the parties.
- B. The provisions of this Agreement shall be considered part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations, and practices not inconsistent with this contract. All new rules adopted by the employer affecting basic working conditions of employees covered under this Agreement shall be discussed and explained to the Association before taking effect. This shall not be interpreted as a waiver of the Association's legal right to demand to bargain changes in working conditions.
- C. Nothing contained in this Agreement is intended to conflict with the statutes of the State of Michigan, or the laws of the United States, and any provision found herein to be contrary to said statutes or laws shall be of no effect.
- D. Current benefits received by employees shall not be jeopardized during negotiation of this Agreement or upon signing thereof unless specifically covered by provisions contained herein.
- E. It is agreed that the School District will not subcontract any work normally performed by members of the bargaining unit unless in cases (a) when bargaining unit employees do not have the necessary skills, or (b) when the School District does not have the necessary equipment, or (c) when subcontracting is justified by substantial considerations of economy or efficiency, or is required because of time schedules. In cases coming under sub-section (c), the School District agrees that it will discuss the matter with the bargaining unit before deciding whether or not to subcontract.
- F. Entry level positions shall be exempt from posting provisions, but employees may notify the Personnel Office in writing of their interest in future new or vacant entry-level Association positions and will be automatically considered as applied.
- G. Earned sick leave, vacation, and personal business time shall not be lost when an employee transfers from one Association seniority group to another.
- H. In the event that a school or schools are closed because of an act of God, or in the event of some other occurrence which leads the Administration to determine that there is no work for the custodians, food service workers, bus drivers and bus aides on a regularly scheduled work day, the employees will receive full pay and benefits for that period as if they worked on that day. If the employee reports for work anyway, s/he shall receive compensatory time in the same amount of hours that they worked.

ARTICLE 15 (continued)

- Q. The District shall provide bus mechanics with work uniforms.
- R. First aid supplies shall be maintained in reasonable locations in all facilities.
- S. The Employer agrees that regular part-time employees (less than four (4) hours) will not be utilized to remove or reduce bargaining unit work or membership.
- T. The District agrees to promptly advise potentially at-risk members, in accordance with law, of any student who has a serious communicable disease so that employees may take appropriate preventive action.

The Employer further agrees to provide, at no cost to the employee, equipment, vaccinations, etc., recommended by the Wayne County Department of Public Health in order to reasonably reduce the potential that employees may become infected.

- U. The Employer reserves the right to require an employee to take a physical at the cost of the Employer, where the Employer has reasonable cause to believe performance of duties may cause harm to the employee or others at the work site, or where a physical or mental problem is believed to be impairing effective performance. This right may not be utilized in an arbitrary or capricious manner, but only where the Employer has a good faith reason to believe that there may be a problem. Should the employee disagree with the diagnosis, he may seek an opinion from a doctor of his choosing. Should the two opinions disagree, the two doctors may agree on a third, to be paid by the Employer. Where the perceived problem is one of a specific nature, the Employer will choose a doctor who would be considered to be knowledgeable in that field.
- V. It is understood that those employees with OM certificates will work with asbestos only when it is part and parcel of their regular job, and that they will not deal with any task involving more than "one glove bag" of asbestos.

The parties agree that the district shall not require the OM employees to do work beyond small scale, short duration operations and maintenance activities. During the performance of this work, the Employer shall ensure that it has complied with any and all state or federal regulations, including applicable engineering controls and work practices.

The Employer agrees to provide a copy of the asbestos management plan to the Association.

When an employee believes that his/her health or safety may be jeopardized by exposure to asbestos, she/he has the right to contact the supervisor and a Union representative. Should the Employer determine that it needs to provide OM training to more employees, these employees will be chosen in accordance with the contract provisions for filling vacancies. An otherwise qualified employee must first pass a physical requested and paid for by the Employer which states that the person can perform OM work and utilize the necessary equipment without endangering the safety of himself or others because of some pre-existing medical condition.



**CHAPTER A.**  
**GENERAL PROVISIONS**  
**ARTICLE 16 – PROBATIONARY EMPLOYEES**

- A. Each new regular employee, excluding on-call, substitute and temporary, shall satisfactorily complete a probationary period of ninety (90) working days during which dismissal shall not be subject to challenge. However, the new regular employee shall be entitled to all other benefits of this Agreement after the satisfactory completion of the first thirty (30) working days of this probationary period.
  
- B. In any event, an employee shall not be eligible for payment for days off because of holidays or days off with pay unless he has successfully completed the first thirty (30) working days of his/her probationary period.

**Definitions:**

On-Call: Replacing someone on a daily basis through the personnel office.

Substitute: Replacing someone for a longer period of time but another employee is still entitled to the position.

Temporary: In addition to regularly assigned association members for a specified period of time not to exceed sixty (60) work days. (summer help or extraordinary emergency situation)

**CHAPTER B.**  
**CUSTODIAN PROVISIONS**  
**ARTICLE 17 -- HOURS OF WORK**

- A. The standard workday shall be eight (8) consecutive hours. During the school year, all custodians shall work eight (8) consecutive hours which will include a twenty (20) minute lunch break. Example: 3 p.m. to 11:00 p.m. custodians may not leave the building or the prescribed work area without special permission for each incident from the administrative assistant, general/maintenance-custodial supervisor. It is further understood that on non-scheduled school days, custodians assigned to days return to their regular eight (8) hour schedule plus a thirty (30) minute lunch break.
- B. The standard workweek shall be five (5) consecutive workdays (Monday through Friday) and shall begin at 12:01 a.m. on Monday.
- C. A custodian shall be paid time-and-one-half for all work approved and performed beyond the eight (8) hour standard work day, provided the eight (8) hour standard work day is actually worked. A custodian shall be paid time-and-one-half for all work approved and performed on Saturday, provided he is paid for his scheduled shifts on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above. A custodian shall be paid double time for all work approved and performed on Sunday, provided he is paid for his scheduled shifts on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above.
- D. Whenever a custodian has been scheduled or notified to report for work and is sent home due to no fault of his own, he shall receive one-half of the scheduled pay for work scheduled, or be provided with some type of work of a reasonable similar nature for at least one-half (1/2) of his regularly scheduled hours.
- E. Whenever a custodian, who for reasons beyond his control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at his regular hourly rate of pay.
- F. Overtime within buildings shall be divided as evenly as possible among that building's custodians qualified to do the job. Head custodians shall maintain a log of building overtime and shall, upon approval of the supervisor of buildings and grounds, schedule custodians for overtime assignments. Any bargaining unit member transferred to another department or building shall be considered to have an average of the building unit members overtime hours and fall into the overtime rotation on that basis. Central overtime shall be included in making the building division. Overtime centrally shall be assigned by the supervisor of Buildings and Grounds to personnel qualified to do the job. All refusals for overtime shall be charged to the custodian in an attempt to divide overtime as evenly as possible among personnel qualified to do the job. Overtime reports shall be published every six (6) months.
- G. Custodians shall be paid for hours worked and paid leave time as provided for in this Agreement only.

**CHAPTER B.**  
**CUSTODIAN PROVISIONS**  
**ARTICLE 18 – LEAVES**

- A. A custodian will earn and accumulate one-and-one-twelfth ( $1 \frac{1}{12}$ ) days of sick leave for each month in which the custodian is paid for the normal working days of that month. Sick days shall accumulate without limit. A custodian must be paid for three-fourths ( $\frac{3}{4}$ ) of his working days during a calendar month to earn a sick day for that calendar month. While a member is on disability s/he shall not earn sick time.

In those situations where a member return from disability leave with no remaining accumulation of sick leave and the member documents a legitimate need to be absent from work, the district shall advance leave time from the next future sick leave allocation for the member.

1. In calculating sick leave for regular employees:

- a. A bank of six-and-one-half ( $6 \frac{1}{2}$ ) days per one-half ( $\frac{1}{2}$ ) calendar year, beginning July 1 and January 1.
- b. A prorated bank for custodians in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.
- c. Members with a leave day balance of five (5) days or less may be asked to provide at their own expense, medical or emergency documentation for each absence. Failure to provide said documentation to the Personnel Office immediately upon return to work shall result in a pay dock for the time away from work, loss of one (1) leave day from the then current leave day balance for each day of absence without medical emergency documentation, and a reduction of one (1) day from the leave day allocation for the next six month allocation period for each day of absence without medical or emergency documentation.
- d. Exhausting all allocated leave days and then being absent for a total of 2 days without medical or emergency documentation shall be considered just cause for discharge. The President of the Association and the member shall be notified in writing each time a member exhausts all allocated leave days, and will be advised that 2 more days absence without appropriate documentation as described above is just cause for discharge.

2. Sick Leave Limitation

- a. Personal illness.
- b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.
- c. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons and sisters) and dependents living within the household.

**CHAPTER B.**  
**CUSTODIAN PROVISIONS**  
**ARTICLE 19 – VACATIONS**

- A. Vacation allocations shall be made each July 1 of this agreement. Allocations shall be made as follows.
1. Custodians with less than one (1) year of service to the district shall earn a prorated vacation allocation based on the standard of thirteen (13) days for a full year of service. Earned vacation allocations shall be credited and available for use, according to the scheduling policies and procedures established by the District, effective the first day of July immediately following the date of employment.
  2. Custodians with at least one (1) year but less than four (4) years of service to the district shall be eligible to earn an annual vacation allocation of thirteen (13) days. Such vacation allocations shall be credited and available for use beginning the first day of July of the school year immediately following the school year during which the vacation was earned.
  3. Custodians with four (4) or more years of service to the district shall be eligible to earn an annual vacation allocation equal to the sum of thirteen (13) days plus one (1) additional day for each year of service to the district beyond four (4) years of service. Except as provided below, the maximum allocation that any member may earn shall be a total of thirty-six (36) days. All earned vacation days shall be subject to the provisions of Article 19 of this agreement.
  4. In calculating earned vacation days for a custodian beyond the initial thirteen (13) days of vacation, the anniversary date of employment and total years of continuous regular service shall determine each additional earned day, and said additional day shall be added to the next regularly scheduled vacation period. A regular scheduled vacation period shall include the number of days that have been earned up to and including August 31.
- B. A member shall be in pay status for a minimum of three-quarters ( $\frac{3}{4}$ ) of the scheduled workdays for each month that a prorated vacation allocation is earned except that a member shall continue to accrue vacation for any time up to one year while on disability. Earned days of vacation shall be credited the first day of July of the school year immediately following the year in which the vacation was earned.
- C. Members may accrue and carry-over from one year to the next earned but unused vacation allocations to a maximum of one (1) year's allocation for that member. Members with current balances that exceed one (1) year's allocation may continue to carry-over the current balance but the balance to be carried over may not increase beyond the current level. Members on disability as of July 1, 2000 shall not be impacted.
- D. No member may use more than twenty (20) consecutive days of earned vacation between June 1 and September 30 of any school year.

**CHAPTER B - CUSTODIAL PROVISIONS**

<b>POSITION:</b>	<b><u>2005-2006</u></b>	<b><u>W/shift premium</u></b>
*Carpenter (General Construction)	\$24.32	
*Chief of Mechanical Maintenance	\$24.32	
*Mechanical Maintenance (Afternoon Leader)	\$23.84	\$24.14
*Mechanical Maintenance (Day)	\$23.84	
*Mechanical Maintenance – Electrician PM	\$23.84	\$24.14
* Chief Mechanic	\$23.67	
*Maintenance (General Construction)	\$23.30	\$23.60
*Mechanic	\$23.21	
*Mechanical Maintenance/General Maintenance	\$21.76	\$22.06
Head Groundskeeper	\$21.67	
High School Head (Day)	\$21.67	
Middle School Head (Day)	\$21.14	
Warehouse Supplier/Delivery Driver	\$20.89	
Elementary Head (Day)	\$20.11	
General Maintenance	\$20.11	
Senior or Junior High School Head (Afternoon)	\$20.11	\$20.41
Pool/Administration Building	\$19.85	
Pool/Administration Building (Afternoon)	\$19.85	\$20.15
Administrative Service Center (Afternoon)	\$19.57	\$19.87
Elementary Head (Afternoon)	\$19.57	\$19.87
 General Custodian or Security Guard/Custodian:		
2 or more years	\$19.26	\$19.56
1 - 2 years	\$18.42	\$18.72
0 - 1 year	\$17.05	\$17.35

\* Rate includes \$1.50/hr. asbestos training and approved physical

District Night Leader @ + \$.50/hour

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are jobs which have a starting time from 5:00 to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

**CHAPTER B - CUSTODIAL PROVISIONS  
2004-2005 SALARY SCHEDULE**

<b>POSITION</b>	<b>2004-05</b>	<b>W/Shift premium</b>
<b>CUSTODIAN:</b>		
*Carpenter (General Construction)	\$23.76	
*Chief of Mechanical Maintenance	23.76	
*Mechanical Maintenance (Afternoon Leader)	23.29	23.59
*Mechanical Maintenance (Day)	23.29	
*Chief Mechanic	23.13	
*Maintenance (General Construction)	22.77	23.07
*Mechanic	22.68	
*Mechanical Maintenance/General Maintenance	21.26	21.56
Head Groundskeeper	21.14	
High School Head (Day)	21.14	
Middle School Head (Day)	20.62	
Warehouse Supplier/Delivery Driver	20.38	
Elementary Head (Day)	19.62	
General Maintenance	19.62	
Senior or Junior High School Head (Afternoon)	19.62	19.92
Pool/Administration Building	19.36	19.66
Elementary Head (Afternoon)	19.09	19.39
<b>General Custodian or Security Guard/Custodian:</b>		
2 or more years	18.79	19.09
1 - 2 years	17.97	18.27
0 - 1 year	16.63	16.93

\* Rate includes \$1.50/hr. asbestos training and approved physical.

**NOTE:**

District Night Leader position carries a premium rate of \$.50 per hour.

Shift premium will be paid to those who work in any position which is not a day shift preference job. Day shift jobs are any jobs which have a starting time from 5:00 a.m. to noon. During the summer, shift preference will be paid only to those who remain on an afternoon shift.

**CHAPTER C.**  
**BUS DRIVER/BUS AIDE PROVISIONS**  
**ARTICLE 20 – HOURS OF WORK**

- A. The standard work day for bus drivers and bus aides shall not be more than eight (8) consecutive hours, in any twenty-four (24) hour period.
- B. The standard workweek for bus drivers and bus aides shall be not more than five (5) consecutive days in any seven (7) day period. The workweek shall begin at 12:01 a.m. on Monday.
- C. A bus driver or bus aide shall be paid time-and-one-half for all work beyond eight (8) hours during a twenty-four (24) hour period and for work performed on Saturday, provided that he or she is paid for his or her regular runs on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above. A bus driver or bus aide shall be paid double time for all work performed on Sunday, provided that he or she is paid for his or her regular runs on the work day immediately preceding and the work day immediately subsequent, or provided the work is beyond forty (40) hours worked in the standard work week defined in (b) above.
- D. 1. Whenever a bus driver or bus aide has been scheduled and reports for a field trip and is sent home due to no fault of his/her own, s/he shall receive one-half (1/2) of his/her scheduled field trip hours.
2. If a temporary change is made in a normal day's driving (i.e., out-of-district schools out of session, parochial schools out of session, etc.), that driver or aide shall be offered the opportunity to work his/her regular hourly schedule and shall be assigned duties traditionally performed by bus drivers or aides respectively as assigned by the supervisor. Drivers and aides may refuse the assigned work to complete all or a portion of their schedule only by utilizing earned vacation time and/or accepting voluntary pay dock (while it is recognized pay dock is not normally an acceptable alternative to being at work, in the situation described above voluntary pay dock shall be permissible). Field trips will not be utilized to fill in the time.
- E. Whenever a bus driver or aide, who for reasons beyond his/her control, is caused to wait for work because of lack of tools, materials, etc., such waiting shall be paid for at his/her regular hourly rate of pay.
- F. 1. At the beginning of the school year, the beginning of summer vacation, the fourth Wednesday in October, bus runs will be posted and then filled on a seniority basis, the most senior driver having the first choice, and other drivers taking their turns in order of decreasing seniority until all runs are filled. In the event that runs have to be increased in weekly hours worked, the increase(s) will be added to the runs with the highest number of hours, but which are less than forty hours per week. All runs posted will be a minimum number of signed hours. Signed proxy bids given to the steward shall be accepted for all bid days. The district will pay one (1) hour to each driver and aide who attends the August and October bid meetings.

ARTICLE 20 (continued)

- shall, upon the approval of the supervisor of buildings and grounds, schedule and notify bus drivers of overtime assignments.
- c. Overtime reports will be posted bi-weekly throughout the school year for the first two (2) quarters and weekly during the third and fourth quarters.
4. A summer run/field trip work sheet will be posted for five (5) working days. Drivers and aides will specify whether or not they want to work summer runs/field trips. If a driver/aide does not sign the work sheet, the District will consider him/her unavailable. All signed decisions will be final.
- G. Bus drivers and bus aides shall be paid for hours worked only, plus earned: holidays, days off with pay, approved personal business leave, approved vacation leave, accumulated sick leave days within the limitations of this Agreement, and compensatory days.
- H. Drivers or bus aides will be paid for the following categories of driving and related activities only:
1. All daily scheduled runs
  2. All field trips, athletic trips, etc.
  3. All special runs
  4. Waiting time, if authorized
  5. Gas-up time, if required to remain with the bus
  6. Report filing, notification of mechanic
  7. While remaining with bus during a breakdown or similar emergency.
- I. Bus driver and bus aide waiting time approved by the Director of Transportation will be paid. Waiting time between runs, one hour or less, will be paid for at the regular rate.
- J. A driver or aide shall be paid a minimum of two (2) hours report time for appearing for work anytime Saturday or Sunday or any field trip assigned during the evening hours not connected with his/her run.
- K. No driver or aide shall be assigned less than one (1) consecutive hour of time.
- L. All bus driver and bus aide runs that leave after 6:00 p.m. in the evening will be made wait.
- M. If a driver or aide is assigned to an early dismissal, and it is related to his/her run, s/he will charge the total hours worked that day, but not less than the total run hours.
- N. If a driver or aide is assigned to an early dismissal that is not part of his/her run, s/he will be paid one-hour minimum. Should the additional assignment take him/her into layover time (one hour or less to start-up time), s/he will be paid the layover.



**CHAPTER C.**  
**BUS DRIVER/BUS AIDE PROVISIONS**  
**ARTICLE 21 – LEAVES**

- A. A regularly employed bus driver or bus aide will earn and accumulate one-and-one-tenth (1-1/10) days of sick leave (prorated to his/her normal pay) for each month in which the bus driver or bus aide is paid for the normal working days of that month (September through June). Sick days shall accumulate without limit. A bus driver or bus aide must be paid for three-fourths (3/4) of his/her working days during a calendar month to earn a sick day for that particular month. While a member is on disability, s/he shall not earn sick leave accrual.

In those situations where a member returns from disability leave with no remaining accumulation of sick leave, and the member documents a legitimate need to be absent from work, the District shall advance leave time from the next future sick leave allocation for the member.

1. In calculating sick leave for regularly employed bus drivers or bus aides:
    - a. A bank of five-and-one-half (5 1/2) days per semester beginning the official reporting date and the first day of the second semester.
    - b. A bus driver or bus aide working the summer session will accumulate one (1) additional sick leave day for each 15 days paid on scheduled runs. Every driver or aide who is available for field trips and works eighty (80) hours will receive one (1) additional sick day.
    - c. A prorated bank for bus drivers or bus aides in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.
  2. Sick leave limitations:
    - a. Personal illness
    - b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.
      - a. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons and sisters) and dependents living within the household.
    - d. The District may require, at its own expense, documentation from a physician for an absence as described above under subsections a. and b.
- B. 1. A bus driver or bus aide shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workers' Compensation, the Board will pay the difference between the employee's regular weekly salary and the amount he receives from the Workers' Compensation weekly benefit. Beginning with the 41st week, the bus driver or bus aide will receive only the Workers' Compensation check.
2. A bus driver or bus aide may return from a leave involving Workers' Compensation at any time she is medically certified to fully perform on the job.

**CHAPTER C.**  
**BUS DRIVER/BUS AIDE PROVISIONS**  
**ARTICLE 22. – VACATIONS**

- A. Vacation allocations shall be made each July 1 of this agreement. Allocations shall be made as follows:
1. Bus drivers and bus aides with less than one (1) year of service to the District shall earn a prorated vacation allocation based on the standard of nine (9) days for a full year of service. Earned vacation allocations shall be credited and available for use, according to the scheduling policies and procedures established by District, effective the first day of July immediately following the date of employment.
  2. Bus drivers and bus aides with at least one (1) year of service to the district shall be eligible to earn an annual vacation allocation of nine (9) days. All regularly employed bus drivers and bus aides shall be entitled to one (1) additional paid vacation day for each two (2) years of service. Except as provided in Article 22, Section A4, the maximum allocation that any member may earn shall be a total of thirty six (36) days. All earned vacations shall be subject to the provisions of Article 19 of this agreement.
  3. A bus driver or bus aide may accumulate one (1) additional vacation day by virtue of working fifteen (15) days paid on scheduled runs, or by working eighty (80) field trip hours during the summer. No fractional days will be computed.
- B. A member shall be in pay status for a minimum of three quarters (3/4) of the scheduled work days for each month that a prorated vacation allocation is earned except that a member shall continue to accrue vacation for any time up to one year only while on disability. Earned days of vacation shall be credited the first day of July of the school year immediately following the year in which the vacation was earned.
- C. Members may accrue and carry-over from one year to the next earned but unused vacation allocations to a maximum of one (1) year's allocation for that member. Members with current balances that exceed one (1) year's allocation may continue to carry-over the current balance but the balance to be carried over may not increase beyond the current level. Members on disability as of July 1, 2000 shall not be impacted.
- D. Vacation time is conditional upon review and approval by the immediate supervisor, and is to be taken during the year on days when students are not scheduled to be in the buildings. Consideration will be given to individual vacation requests for other times, and may be granted at the discretion of the immediate supervisor.
- E. Vacation pay shall be at the bus driver's or bus aide's regular rate of pay and prorated according to the number of regular hours worked.
- F. Any driver or bus aide who has completed fifteen (15) years of service will be awarded three (3) additional vacation days as of July 1 of the year in which they complete the fifteenth year.

**CHAPTER C.**  
**BUS DRIVER/BUS AIDE PROVISIONS**  
**ARTICLE 23. -- MISCELLANEOUS**

- A. The District agrees to reimburse any bus driver or mechanic who must have a commercial driver's license (which excludes the cost of the basic license), and for the cost of physicals needed to perform her/his job, and for the time used to take the road test, or to get the physicals, and to take other tests as required. Tests and physicals will be scheduled during the workday to the degree possible.
- B. Drivers are required to maintain necessary licenses, endorsements and certificates as determined by the State of Michigan. Failure to do so shall subject the driver to immediate suspension without pay. Drivers suspended from work as a result of their not possessing a valid license, endorsements, and/or certificate shall be returned to work upon providing documentation to the District that they possess the licenses, endorsements, and certificates as required by the State to perform their duties as a bus driver.
- C. The District agrees to provide, before December 22, 1989, a seminar at a time when all bus drivers are not working and may attend which will cover the material on the new State mandated tests to the degree that it is known. Drivers shall be compensated for attending the above referenced seminar.

Drivers are encouraged to take the test as soon as possible before their birthday to minimize the possibility that they would be without a license, endorsement or certificate.

The District agrees to pay all costs only the first two times the driver takes the new test. Thereafter, the District will pay all costs specified above only for one renewal test each four (4) years.

- D. The District shall identify a driving position that incorporates two (2) daily hours of unscheduled, driver-related responsibilities with up to six (6) daily hours of regularly scheduled driving responsibilities. The non-scheduled hours responsibilities shall include but not be limited to:
  - 1. Receive bus driver's absentee calls.
  - 2. Obtain substitute driver coverage.
  - 3. Assist with new driver orientation.
  - 4. Advisement on route information (ARTICLE 20, Sec. O).
  - 5. Substitute driving.
  - 6. Schedule and balance overtime for drivers and aides.
- E. The District recognizes that there are periodic in-service training needs and will take steps necessary to identify such needs and schedule training as deemed necessary and appropriate. To the extent possible, the District will attempt to utilize the January semester break as a date, totally or partially, for bus driver and bus aide training.

**CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS**  
**SALARY SCHEDULE**  
**2005-2006**

**BUS DRIVER:**

3 Years or More	\$17.27
2 - 3 Years	\$16.63
1 - 2 Years	\$15.99
0 - 1 Year	\$15.32

**BUS AIDE:**

\$13.09

**CHAPTER C - BUS DRIVER/BUS AIDE PROVISIONS**  
**SALARY SCHEDULE**  
**2004-2005**

**BUS DRIVER:**

3 Years or More	\$16.85
2 – 3 Years	\$16.22
1 - 2 Years	\$15.60
0 – 1 Year	\$14.94

**BUS AIDE:**

\$12.77

**CHAPTER D.**  
**CAFETERIA WORKER PROVISIONS**  
**ARTICLE 24. -- HOURS OF WORK**

- A. The standard workday shall not be more than seven-and-one-half (7-1/2) consecutive hours in any twenty-four (24) hour period.
- B. The standard workweek shall not be more than five (5) consecutive days in any seven (7) day period. The workweek shall begin at 12:01 a.m. on Monday.
- C. Cafeteria workers will be paid time-and-one-half on the following basis:
  - 1. In excess of thirty-five (35) paid hours per week for non-school related functions. (In excess of twenty (20) paid hours per week if cafeteria worker is less than a thirty-five (35) hour employee, for non-school related functions.)
  - 2. In excess of eight (8) hours per day or forty (40) paid hours per week for school related functions.
  - 3. For all hours worked at an all-night party.
- D. Whenever a cafeteria worker has been scheduled or notified to report for work and is sent home due to no fault of her own, she shall receive one-half (1/2) of her scheduled pay or be provided with some type of work of a reasonable similar nature for at least one-half (1/2) of her regularly scheduled hours.
- E. Whenever a cafeteria worker, who for reasons beyond her control, is caused to wait for work because of lack of tools, materials, etc., such waiting time shall be paid for at her regular hourly rate of pay.
- F. Overtime shall be divided as evenly as possible among available cafeteria workers qualified to do the job.

Except in an emergency situation, overtime will be worked by cafeteria workers normally assigned to that specific kitchen. All refusals for overtime shall be charged to the woman in the attempt to divide evenly said overtime.
- G. Cafeteria managers shall fill absentee hours of full-time workers by utilizing part-time cafeteria workers permanently assigned to her kitchen. On-call cafeteria workers may be called in to cover the balance of the absenteeism.
- H. All cafeteria workers shall be paid for days worked only, plus earned holidays, vacation, and accumulated sick leave within the limitations of this agreement.
- I. All full time cafeteria workers will have a twenty (20) minute lunch period included in their normal work schedule.
- J. Major kitchen equipment, other than that used for refrigeration or heating of already prepared foods, will not be used unless a cafeteria worker is present.

**CHAPTER D.**  
**CAFETERIA WORKER PROVISIONS**  
**ARTICLE 25 -- LEAVES**

- A. A cafeteria worker will earn and accumulate one and one-tenth (1 1/10) day of sick leave (prorated to her normal pay) for each month in which the cafeteria worker is paid for the normal working days of that month (September through June). Sick days shall accumulate without limit. A cafeteria worker must be paid for three-fourths (3/4) of his/her working days during a calendar month to earn a sick day for that calendar month. While a member is on disability, s/he shall not earn sick leave. In those situations where a member returns from disability leave with no remaining accumulation of sick leave and the member documents a legitimate need to be absent from work, the district shall advance leave time from the next future sick leave allocation for the member.
1. In calculating sick leave for cafeteria workers:
    - a. A bank of five-and-one-half (5 1/2) days per semester beginning the official reporting date and the first day of the second semester.
    - b. A prorated bank for cafeteria workers in (1) above, when hired in an interim period, commencing with the first working day of the first full calendar month.
  2. Sick leave limitations
    - a. Personal illness
    - b. Emergency in the immediate family (to include illness, accident, or death). In this case, the leave shall be limited to twenty (20) working days per incident. The employer will continue to provide fringe benefits during such leave.
    - c. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, daughters, sons, and sisters) and dependents living within the household.
    - d. The District may require, at its own expense, documentation from a physician for an absence as described above under subsections a. and b.
- B. 1. Cafeteria workers shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workers' Compensation, the Board will pay the difference between the employee's regular weekly salary and the amount he receives from the Workers' Compensation weekly benefit. Beginning with the 41st week, the cafeteria worker will receive only the Workers' Compensation check.
2. A cafeteria worker may return from a leave involving Workers' Compensation at any time she is medically certified to fully perform on the job. She shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to her old classification as soon as possible.
- C. 1. A cafeteria worker who absents herself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.

**CHAPTER D.**  
**CAFETERIA WORKER PROVISIONS**  
**ARTICLE 26. -- VACATIONS**

- A. Vacation allocations shall be made each July 1 of this agreement. Allocations shall be made as follows:
1. Cafeteria workers with less than one (1) year of service to the District shall earn a prorated vacation allocation based on the standard of nine (9) days for a full year of service. Earned vacation allocations shall be credited and available for use, according to the scheduling policies and procedures established by the district, effective the first day of July immediately following the date of employment.
  2. Cafeteria workers with at least one (1) year of service to the district shall be eligible to earn an annual vacation allocation of nine (9) days. All regularly employed cafeteria workers shall be entitled to one (1) additional paid vacation day for each two (2) years of service. The maximum allocation that any member may earn shall be a total of thirty six (36) days. All earned vacations shall be subject to the provisions of Article 19 of this agreement.
- B. A member shall be in pay status for a minimum of three-quarters (3/4) of the scheduled work days for each month that a prorated vacation allocation is earned except that a member shall continue to accrue vacation for any time up to one year only while on disability. Earned days of vacation shall be credited the first day of July of the school year immediately following the year in which the vacation was earned. Members on disability shall not earn additional vacation accrual.
- C. Members may accrue and carry-over from one year to the next earned but unused vacation allocations to a maximum of one (1) year's allocations for that member. Members with current balances that exceed one (1) year's allocation may continue to carry-over the current balance but the balance to be carried over may not increase beyond the current level. Members on disability as of July 1, 2000 shall not be impacted.
- D. Vacation time is conditional upon review of approval by the immediate supervisor, and is to be taken during the year on days when students are not scheduled to be in the building (to the degree possible).
- E. Vacation pay shall be at the cafeteria worker's regular rate of pay and prorated according to the number of regular hours worked.
- F. Bargaining unit members may annually request to use up to three (3) vacation days with twenty-four (24) hours advance request. Use of such days are contingent upon the advance approval of the Supervisor of Buildings and Grounds or Executive Director of Operations.



**CHAPTER D - CAFETERIA WORKER PROVISIONS**  
**SALARY SCHEDULE**  
**2005-2006**

First Cook Manager	\$16.84
Second Cook	\$15.23
Third Cook	
2 Years or More	\$14.40
1 - 2 years	\$13.96
0 - 1 Year	\$12.94
Regular 4 Hour Cook-Helper	\$13.01

**CHAPTER D - CAFETERIA WORKER PROVISIONS**  
**SALARY SCHEDULE**  
**2004-2005**

First Cook Manager	\$16.43
Second Cook	\$14.86
Third Cook	
2 Years or More	\$14.05
1 - 2 years	\$13.62
0 – 1 Year	\$12.62
Regular 4 Hour Cook-Helper	\$12.69

**GARDEN CITY SCHOOL DISTRICT**  
**SECTION 125 Plan**

1. Full-time members (members working at least 26 hours/week)

The Board shall establish and maintain a premium conversion cafeteria plan pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue Shield Hospitalization and Major Medical Insurance Plan because he or she has coverage under another health care plan. The plan shall permit an eligible member to elect to receive \$100 per month (\$1,200 per year) additional taxable compensation in lieu of coverage under the District's plan.

A member who elects additional compensation in lieu of coverage shall not be allowed to change that election until the next annual enrollment period under the District's plan unless such member has a "change in family circumstances" including but not limited to:

- 1) You are married or divorced
- 2) Your spouse or child dies
- 3) You adopt a child or a child of yours is born
- 4) Your spouse begins or terminates employment, or is laid off, or loses benefits, or benefits are reduced, or co-payment is increased
- 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

GARDEN CITY SCHOOL DISTRICT

SECTION 125 Plan

and

ELECTION FORM

(Full-time Members)

If you are eligible to be covered under the District's health care plan as of October 1, 19\_\_, and if you have health care coverage from another source, you may elect to waive coverage under the District's health care plan for the 19\_\_-19\_\_ plan year (10-1-\_\_ through 9-30\_\_) and, instead, to receive a cash payment equal to \$1,200 (\$100 a month). This cash payment will be taxable and will be in addition to your regular compensation from the District. Participation in this flexible benefits program is subject to the following terms and conditions:

1. Your election to receive health care coverage for the 20\_\_- 20\_\_ plan year is irrevocable unless you have a change in family status (see attached page for examples of change in family status). If you have a change in family status and subsequently elect the cash payment, you will begin to receive your monthly payment (\$100) for the month following your new election. Absent a change in family status, your next opportunity to elect the cash payment will be in September, 20\_\_, for the 20\_\_- 20\_\_ plan year.
2. Your election to receive the cash payment also is irrevocable for the entire 20\_\_-20\_\_ plan year unless you have a change in family status. If you have a change in family status and subsequently re-enroll in the District's health care plan, your coverage will be effective on the first day of the month following re-enrollment. Absent another change in family status, your next opportunity to elect the cash payment will be in September, 20\_\_, for the 20\_\_-20\_\_ plan year.
3. If you elect the cash payment, you will receive your payments in \$100 monthly installments.
4. You will not be permitted to elect the cash payment in lieu of health care coverage unless you can represent to the District that you have health care coverage from another source and you identify that source.

**20-\_\_-20\_\_ ELECTION FORM**

I wish to continue my current health care coverage under the District's plan with no change for the 20\_\_-20\_\_ plan year.

I have health coverage under the \_\_\_\_\_ Plan, and I wish to waive coverage for the 20\_\_-20\_\_ plan year and to receive, instead, a cash payment of \$1,200 paid in monthly \$100 installments.

I have read and understand the foregoing explanation of the Section 125 program offered by the District and I understand that my election above is irrevocable for the 20\_\_-20\_\_ plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of health care coverage unless I have alternate coverage (which I have indicated above).

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

(Optional)

Date: \_\_\_\_\_

Employee's Spouse, if applicable (to be obtained only if the employee elects the cash payment)

**LETTER OF UNDERSTANDING**


**August 16, 2004**


As applied to the four (4) custodians who may be laid off as a result of an "every-other-day" cleaning program, the parties agree that the substitute pay rate from October 16, 2004 through August 30, 2005 shall be no less than twelve dollars and eight cents (\$12.08) per hour.

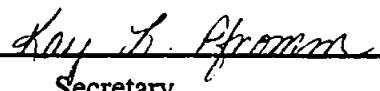
**GARDEN CITY BOARD OF EDUCATION**

**GARDEN CITY EDUCATION SUPPORT  
PERSONNEL**

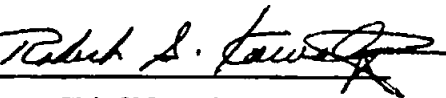
By:   
President

By:   
President

By:   
Secretary

By:   
Secretary

By:   
Chief Negotiator

By:   
Chief Negotiator

**DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2006.

**GARDEN CITY BOARD OF EDUCATION**

**GARDEN CITY EDUCATION SUPPORT  
PERSONNEL**

By: Dan Steplek  
President

By: Bob LeFevre  
President

By: Ray J. Watts  
Secretary

By: Kay L. Pfromm  
Secretary

By: Robert J. Warr  
Chief Negotiator

By: Robert L. Lawrence  
Chief Negotiator