

2011-2013 CONTRACT AGREEMENT

Between

**GARDEN CITY PUBLIC SCHOOLS
TEAMSTERS LOCAL 214**

and the

**BOARD OF EDUCATION OF THE SCHOOL
DISTRICT**

OF THE

CITY OF GARDEN CITY

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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 Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" 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 Union, 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 Union enter into this Agreement with respect to hours, wages, and working conditions.

**CHAPTER A
GENERAL PROVISIONS
ARTICLE 1 -- RECOGNITION OF UNION**

- A. The Board of Education of the School District of the City of Garden City recognizes the Union as the sole exclusive bargaining agent for all employees under the classification of groundskeepers and skilled trades, in respect to wages, hours, and other terms and conditions of employment, but excluding supervisors, administrators and all other employees.

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 Union.
- C. The Employer and the Union 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 Union.
- D. The Employer recognizes the established rights, responsibilities, and values of the Union and has no objection to its employees becoming members of the Union, 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 Union and will not condone anti-Union 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. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
1. Membership in the Union is separate, apart and distinct from the assumption by one of an employee's equal obligation to the extent that the employee received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume their fair share to the obligation along with the grant of equal benefit contained in this Agreement.
 2. In accordance with this policy, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, Union dues or an agency fee for the negotiations and administration of the contract. For present employees, such payments shall commence thirty-one (31) calendar days following the effective date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) calendar days following employment in the bargaining unit.
- B. Deduction of Dues – During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all service fees, dues and/or initiation fees of Local 214 provided, however, the Union presents to the Employer authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.
1. Amount of service fees, Union dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.
 2. Monthly agency service fees and Union dues and initiation fees will be deducted without charge by the Employer and transmitted to the Union as prescribed above.
 3. It is understood that an employee shall be required to make payment pursuant to this Article when they are receiving supplemental benefits to Workers' Compensation.
- C. Save Harmless Clause – the Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any attorney fees, costs and monetary award arising out of such litigation.
- D. Direct Deposit – If direct deposit capabilities should become available during the life of this Agreement, arrangements will be made for it to be utilized for check-off fees. In addition, all bargaining unit members will be required to receive 100% of their pay through direct deposit.

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 Union, 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 Union shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Union except by written mutual consent and as provided in Section C. of this Article. This shall not be interpreted to deny the Union its rights under PERA to demand to bargain; this is not a waiver of bargaining rights.
- C. 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.
- D. 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 a Union 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 shall be considered "regular bargaining unit employees."
- D. 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.
- E. Any member of the bargaining unit who accepts employment in an administrative or supervisory position or in another bargaining group (i.e., maintenance) and elects to return to his/her former bargaining group after one (1) year, may return provided that:
 - His/her return will not cause a layoff or prevent the recall from the layoff of a senior employee;
 - Upon return s/he will be placed at the bottom of the bargaining group seniority list for bidding, vacation and shift preference.
- F. Employees receiving workers' compensation or on illness leave shall continue to accrue seniority if otherwise qualified.
- G. In the event that the employer determines to hire employees in entry level positions, preference shall be given to senior bargaining unit members who have been employed by the District in a bargaining unit position for a minimum of three (3) years, provided such members possess necessary skills, have worked in an on-call capacity similar to the open position for a minimum of eighty (80) hours and have indicated their interest, in writing, to the Personnel Department.

**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. In the event an employee comes to work under the influence of alcohol or illegal drugs, the Board of Education will follow the law as it relates to addition as an illness and will, while the employee is in treatment, continue benefits for up to 30 calendar days.
 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.
 7. The employee falsified his/her employment application.
- B. The Board fully recognizes that employees will experience absence for specific reasons as provided for in leave sections of this agreement only. A single absence will not jeopardize the employee's job. However, such individual absences do not render the employee immune from the consequences of consistent and prolonged absenteeism. It is specifically understood that members, who misuse sick leave shall be subject to discipline as provided in ARTICLE 5, Section D3.

ARTICLE 5 (con't)

C. In the case of employee discipline, the Board agrees to utilize the following progressive discipline procedure:

1. Verbal reprimand with or without union steward at employee's discretion.
2. Written reprimand.
3. Written reprimand with suspension.
4. Written reprimand and possible discharge.

Infractions other than those identified in A., B., and D. or for severe disciplinary infractions, may result in acceleration of this procedure.

D. Immediate two (2) working day suspension without pay for first offense; discharge for second offense for the following:

1. Failure to follow any directive which is not arbitrary or capricious.
2. Any employee who absents him/herself from the assigned workplace without prior approval of his/her supervisor, building administrator, or other designated administrator.
3. Misuse of sick leave

E. The employer shall provide to both the employee and the Union copies of any written reprimand, suspensions, or other disciplinary action within five (5) days of such action by the Employer.

F. There shall be no discipline without just cause.

G. Documented discipline kept in personnel files will not be expunged.

**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>2008-2009</u>	<u>2009-2010</u>
Independence Day	Friday, 7/4	Forfeit
Labor Day	Monday, 9/1	Forfeit
Thanksgiving Day	Thursday, 11/27	Thursday, 11/26
Friday immediately following Thanksgiving Day	Forfeit	Friday, 11/27
Christmas Eve	Wednesday, 12/24	Thursday, 12/24
Christmas	Thursday, 12/25	Friday, 12/25
Friday immediately following Christmas	Friday, 12/26	N/A
New Year's Eve	Wednesday, 12/31	Thursday, 12/31
New Year's Day	Thursday, 1/1	Friday, 1/1
Friday immediately following New Year's Day	Friday, 1/2	N/A
Good Friday	Forfeit	Friday, 4/2
Easter Monday	Monday, 4/13	Monday, 4/5
Memorial Day	Forfeit	Monday, 5/31

Beginning with the 2011-2012 fiscal year, the following paid holidays will be provided subject to Paragraph A above:

- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day

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 that he is entitled to be paid for the holiday as indicated in Section A. of this Article and provided that the Friday immediately following is not a holiday under Section A. of this Article. When a holiday indicated in Section A. of this Article falls on Tuesday, an employee shall be entitled to a day off with regular pay on the Monday immediately preceding the holiday, provided that he is entitled to be paid for the holiday as indicated in Section A. of this Article and provided that the Monday immediately preceding is not a holiday under Section A. of this Article. These dates will be shown in Section A. of this Article.
- D. An employee with approval to work on a day off with pay indicated in Section C. of this Article shall be paid his regular hourly rate for all hours worked up to the first eight (8) hours worked and one-and-one-half (1 1/2) times his hourly rate for all hours worked in excess of eight (8) hours plus the regular pay indicated in Section C. of this Article.

CHAPTER A
GENERAL PROVISIONS
ARTICLE 7 -- LEAVE OF ABSENCE

- A. Leaves of absence will be limited to those provisions mandated by Federal and State Law.
- 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 employment at the termination of such service shall be governed by and subject to all terms and provisions of the Selective Service Act, Uniformed Services Employment and The Reformed Employment Rights Act.

ARTICLE 7 (con't)

F. While on a voluntary non-paid leave, as described in Paragraph A, an employee shall not receive fringe benefits or accumulate seniority that s/he would have as a regular paid employee. Upon return from a non-paid leave, an employee shall retain all benefits and seniority earned previous to the leave. However, upon return, the employee shall be entitled to any improvement in negotiated or granted benefits which were affected while he was on official leave.

G. In case of an approved voluntary non-illness leave for purposes of accepting employment with another Garden City Schools bargaining unit, the position shall be permanently bid.

In no event shall an employee be granted more than one voluntary non-illness leave for the purpose of continuing his/her employment with another Garden City Schools bargaining unit.

H. The Board shall grant, upon the request of the President of the Union, leave without loss of pay or leave days for the stewards or other unit members designated by the Union to attend local, state or national Union activities or to participate in Union-endorsed and/or sponsored in-service activities Union and/or Union business. These days shall not exceed five (5) days. These days are to be used July 1 to June 30 of each year. Days will not be charged when members or officials attend arbitrations or other work-related hearings in court, at MERC, etc. Union Members on Union business shall not be charged in rotation for overtime, including weekends.

I. Leaves shall not be granted for the purpose of accepting employment with another employer except as provided in Article VII. Section D of this agreement. An employee on leave who accepts employment with another employer indicates availability for work. Therefore, if the District offers employment while an employee is on leave, but employed with another employer, and the employee fails to accept such offer, the leave and employment with the District shall be terminated immediately.

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 Union 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.
- F. It will continue to be the policy of the employer to make promotions from within the ranks of employees, and only when competent employees as determined by the employer cannot be found in the ranks, or competent employees will not accept the position, will the employer vary from this policy.

ARTICLE 8 (con't.)

- G. An employee may request, in writing, a transfer to an equated job classification, and this request will be duly considered by the Superintendent or his designee.
- H.. Where it is anticipated by the Personnel Office that an upgrade has a high probability of exceeding thirty (30) calendar days, such upgrade will be bid with a three (3) working day posting period. The Personnel Office may assign the bidder with the greatest seniority to such upgrade or assign the upgrade to a less senior bidder. However, a less senior bidder would only be assigned after a committee recommendation (described in Section D of this Article) had been made and considered.
- I. Employees may indicate their desire for specialized summer assignments in writing each year and they will be considered by the administration for appointment to the position.
- J. An employee shall not be prohibited from requesting a transfer to an open equal or lower classification. Such request shall be in writing. The decision on whether to transfer shall be at the discretion of the administration.
- K. Employees assigned to positions for which the job description identifies a specific license requirement shall maintain the specified license the entire time they are assigned to that position. Current positions requiring licenses are: mechanic, mechanical maintenance, and carpenter.

The licensing and testing program established through Henry Ford Community College and/or Washtenaw Community College shall determine the licensing requirements based on the needs established by the District for any employee hired into the carpenter's or carpenter's assistant position after July 1, 2000. Members participating in the Henry Ford program shall complete a minimum of four courses offered at Henry Ford and/or equivalent courses offered by another institution approved by the District.

The District shall reimburse any employee in the employ of the District on July 1, 2000, and who is assigned to a position requiring a license, for any training approved in advance by the District. The District shall also reimburse employees required to have a license for the actual cost of the license or test fee. The District shall reimburse any employee for the cost of renewing any license required by the District. In the event the District determines it is necessary to modify existing license requirements for any position, the affected employee shall have a six-month period, or such longer time as is reasonably required, to secure the license 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

ARTICLE 8 (continued)

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 maintenance/skilled trades employee 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, up to a maximum retirement severance of \$3,000.
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. New hires after October 1, 2011, will not be entitled to this provision.

C. Death Benefits:

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of the employee, regardless of years of service.

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.
- 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, 2006 to June 30, 2010 the schedule of hourly pay rates (including premium rates for shift, asbestos training and night shift leader) shall remain at the 2005-06 hourly base pay rates.
 - 2. Pay freeze for the 2007-2008 school year. (2005-2006 hourly base pay rates)
 - 3. Pay freeze for the 2008-2009 school year. (2005-2006 hourly base pay rates)
 - 4. Pay freeze for the 2009-2010 school year. (2005-2006 hourly base pay rates)
 - 5. Pay freeze to continue through the length of contract, i.e., June 30, 2013. (2005-2006 hourly base pay rates)
- 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. There shall be one (1) Stewards and one (1) Alternate Steward for maintenance and skilled trade employees. The Alternate shall function when the Steward is unavailable.
2. The Director of Transportation/Supervisor of Buildings and Grounds shall be the administrative representative for all grievances.

ARTICLE 11 (continued)

D. Procedure:

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. The grievance shall be signed by the aggrieved employee(s), and shall specify the facts giving rise to the grievances, the Article and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation and remedy sought.

1. Step One

- a. An employee with a concern which s/he identifies as a grievance shall discuss it with the appropriate administrative representative as specified in Section C of this Article, individually or together with his/her Union steward, within ten (10) working days of the occurrence.
- b. As soon as possible, but within twenty (20) working days from notification of the grievance, the administrative representative will render a verbal decision to all parties of interest.
- c. In the event the aggrieved employee or the Union is not satisfied with the administrative representative's verbal decision, the grievance may be filed with the administrator. In this event, the grievance shall be filed in writing within ten (10) working days of the administrative representative's verbal decision on the grievance. The grievance shall specify the facts giving rise to the grievance, the Article and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought. Once a grievance is reduced to writing, it becomes the property of the Union. Only the Union may take a grievance to arbitration. The Union may write and file grievances. Said grievances may be filed by fax without the signatures of individual grievants or local representatives so long as the appropriate administrator is notified in advance by telephone that such a grievance is being faxed. It is understood that the appropriate individual and local representative signatures shall be added to the form at Step Two A. of the grievance procedure.
- d. Within ten (10) working days from receipt of the written grievance, the administrative representative shall submit his/their written decision with copies to the grievant and his/her Steward.

2. Step Two

- a. Within ten (10) working days of receipt of the administrative representative's written decision, the Union shall determine whether or not to forward the grievance. If the Union decides to forward a grievance at this level, it shall, within the same ten (10) working day period, process the written grievance to the Superintendent of Schools, or his/her designee, with copies to all parties of interest.

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. Step Three
 - a. If the Union is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within ten (10) work days of such hearing, the Union may submit the grievance to the Union's internal Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing within ten (10) working days of the Union's receipt of the Employer's Step Two answer. The decision of the Grievance Panel shall be made within thirty (30) calendar days from the scheduled date in the notice of submission given to the Employer. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedure set forth below.
 - b. Time limits, at any step, may be extended by mutual written agreement of the parties.
4. In the event the grievance is not resolved to the satisfaction of the Union through the procedure outlined above, 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 Union and the Board shall not be permitted to assert in such arbitration proceeding any grounds 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.

E. Rights to Representation

1. The grievant may be represented at all meetings and hearings at any level of the grievance procedure by the Steward or Alternate Steward, Local Business Representative or other designated representative of Local #214; providing, however, that any employee may in no event be represented by an officer, agent or outside representative of any organization other than the Union.

ARTICLE 11 (continued)

2. Any individual employee at any time 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 Local Union 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.
2. No reprisals of any kind shall be taken by or against an employee participant in the grievance procedure for reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. The form for filing and processing grievances shall be attached to this agreement.
3. At any level of the grievance procedure when the Employer does not respond within the time limits prescribed, lack of response shall be considered a negative response to the grievance.
4. All Settlements will be subject to the approval of Local #214.

GRIEVANCE REPORT

Date _____

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

_____ Name	_____ Employer	
_____ Street	_____ Department	_____ Division or District
_____ City or Post Office, State, Zip Code	_____ .	
_____ Residence Phone No.	_____ .	
_____ How Long Employed?	_____ Address	
_____ Classification	_____ Telephone No. (Office)	
_____ Rate per hour	_____ .	

Please State: Grievance — Violation of Article or Section, Etc. — Remedy Requested.

List Articles Violated:

Grievant's Statement:

Remedy Requested:

Steward's Name

Signed By:

White - Union's Copy Yellow - Employer's Copy Pink - Steward's Copy Goldenrod - Grievant's Copy

**CHAPTER A
GENERAL PROVISIONS
ARTICLE 12 -- GROUP INSURANCE COVERAGE**

Employee Life Insurance Coverage

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

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

Effective October 1, 2011, all members shall be enrolled in BCBS PPO II plan with a 10% premium co-pay. In the event the District participates in a High Deductible Health Plan (HDHP), the Employee may, at the District's discretion, be moved to the HDHP. Should the Employee be moved to the HDHP, the Employee shall contribute 10% of the premium of that plan. The Employee shall also reserve the right to participate in any Health Care Savings Account set up in conjunction with the HDHP if the Employee is moved into a HDHP. Should the Employee participate in the HDHP, a percentage of the savings (at the District's discretion) may be deferred to the Employee to assist in offsetting the high deductible nature of the plan. Health care benefits are available to employees working 35 hours or more per week.

Prescription Coverage: \$15 generic/\$30 brand co-pay for both retail and mail order prescriptions.

NOTE: This coverage applies to maintenance/skilled trades employees who are scheduled for 35 hours per week or more.

New employees hired after October 1, 2011 will be eligible for Group Health Insurance as follows:

- 35 hours and above - Full Coverage
- Less than 35 hours - No Coverage

Full-time members (members working at least 35 hours/week):

Cash in lieu of health insurance will not be available to employees where both spouses work for the District.

Employee health insurance will expire the day after termination of employment from the District.

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 s/he has coverage under another health care plan. The plan shall permit an eligible member to elect to receive \$100 per month

ARTICLE 12 (continued)

(\$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.

Employee Long Term Disability Insurance Coverage

Qualifying Period:

Accident - exhaustion of accumulated sick leave.

Sickness - seven (7) workdays or the exhaustion of accumulated sick leave, whichever occurs last.

Workers' Compensation - after forty (40) weeks.

Benefit: 66 2/3% of monthly rate of pay not to exceed a maximum of \$3,000 per month, payable every month, including summer months, regardless of whether employee works ten months or twelve months. Monthly rate is determined by dividing annual salary by 12.

Maximum Benefit Period: Accident - Age 70
Sickness - Age 70

Type of Coverage: 24 hour

Integration with other income benefits:

1. Workers' Compensation
2. Michigan Public School Employees' Retirement Fund
3. Social Security - family
4. Any employer sponsored disability or retirement plan

Above Long Term Disability Insurance Coverage carrier to be determined by low bid process.

Dental Insurance Coverage: for Employees

The schedule of benefits for services both in and out of network is:

Class I: Preventative - 100%
Class II: Basic - 80%
Class III: Major - 80%

ARTICLE 12 (continued)

The annual maximum benefit per year for the above three classes is \$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 Union and Administration shall work together to study different insurance carriers and policies to maximize the economic effect for both parties.

Miscellaneous:

1. Employees on approved leave, in accordance with Article 7-A, may continue to carry the same coverage by paying the group rates. Payment to begin within 30 days after beginning leave.
2. A widow or widower of an employee may carry health insurance and dependent life coverage, at group rates under the provision of COBRA.
3. Under the provisions of COBRA employees on layoff status may continue to carry the same coverage to the extent the specific benefits are available from the carrier. 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 that results 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 coverage at group rates directly from the carrier if coverage is available from the carrier.
5. The District will provide, at no cost to the employee, full benefits while an employee is on workers' compensation, LTD, or any other paid leave, so long as the employee is employed by the Garden City Public Schools.
6. Specific coverage, exclusions, and eligibility shall be determined by provisions of policy carriers.

SECTION 125

Not later than January 1, 2001 the District shall implement a medical savings plan (health or dental) as an elective component to the District's Section 125 plan for members.

CHAPTER A
GENERAL PROVISIONS
ARTICLE 13 -- LAYOFF

- A. Seniority within established seniority groups (maintenance/skilled trades) 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 Union 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 Union. 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 comes first. Group seniority (not seniority within the position) will be used to determine who will be bumped.

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 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 an 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 ratification of this contract shall not be subject to the one (1) year 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 the one (1) year without pay provision

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.

ARTICLE 13 (continued)

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 five (5) years.
- 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 for a minimum of four (4) hours per day, fifteen (15) days per month, shall earn, and may use, sick time and vacation in accordance with other provisions of this agreement.

The District will not use part time or on-call workers when anyone, within appropriate seniority groups, is on layoff status, except as substitutes for employees who are sick, on vacation, personal leave time, disability or worker's compensation as provided for in other section of this agreement.

Upon receiving notice of layoff, employees may make an irrevocable decision to receive a monetary pay out for unused leave and/or vacation days. In this event, the payment shall be the same as provided to employees who retire from the district. Employees who elect to receive this pay out shall begin accruing unused leave and vacation days on the same basis as any newly hired employee, should they be recalled at some later date.

- F. Vacation, sick, personal, and compensatory days accumulated by an employee prior to layoff will be held in abeyance and may be used upon return from layoff status or upon employment in an on-call position after fifteen (15) consecutive days of on-call work. In the event that an employee does not complete fifteen (15) consecutive days within a year after layoff, s/he may request and receive fringe benefit pay out for vacation, personal, and compensatory time.

CHAPTER A
GENERAL PROVISIONS
ARTICLE 14 -- EVALUATION

- A. In the event the employer determines that it is desirable to evaluate any specific group of Union members (i.e., maintenance/skilled trades employees), all Union members within the same bargaining unit seniority group (maintenance/skilled trades employees 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 Union's legal right to demand to bargain changes in working conditions.
- C. Members shall be permitted to have Union representation in any evaluation interview upon his/her request.
- D. The Union 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 Union representative may accompany him at such a review.
- I. Evaluations shall be conducted by the Supervisor of Buildings and Grounds and the Associate Superintendent for maintenance/skilled trades employees; and the immediate supervisor for all others.
- 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.
- L. If the District does not evaluate an employee in a given year, it is assumed that his/her performance is deemed satisfactory.

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 Union.
- 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 Union before taking effect. This shall not be interpreted as a waiver of the Union'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. 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 Union positions and will be automatically considered as applied.
- F. Earned sick leave, vacation, and personal business time shall not be lost when an employee transfers from one Union seniority group to another.
- G. 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 maintenance/skilled trades employees 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. The District may require an employee to work if the Administration determines there is emergency work to be performed. If there are no volunteers, employees may be ordered to report in inverse seniority order.
- H. Any employee required to use his/her own private vehicle in the course of their employment will receive the established IRS rate of mileage reimbursement.

ARTICLE 15 (continued)

- I. Maintenance/skilled trades employees shall be entitled to two (2) ten-minute break periods per eight-hour shift. Such break periods shall be taken at the work site and will not be taken in conjunction with lunch periods. A written log of break periods shall be maintained. Such breaks are subject to administrative rescheduling.
- J. This Agreement and established past practices shall constitute the full and complete commitment between both parties. Any party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.
- K. If any provision of this Agreement or its application shall be found to be contrary to law, such provisions or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.
- L. Members of the Union, the bargaining unit, and the officers thereof, individually and collectively, share with the Administration and the Board the mutual responsibility of the total enforcement of this agreement.
- M. Any case of assault upon an employee by a non-employee resident, student or non-employee of the general public during the course of their employment, shall be promptly reported to the Administration. In such circumstances, or in the event an employee is required to testify on behalf of the Board in court as a result of his job, the Board will provide legal counsel to advise the employee of his rights and legal processes with respect to such matters.
- N. The Board shall cover employees with employment liability insurance under the District's multi-peril policy. In any instance, the Union and individual members of the Union shall cooperate with the insurance carrier by providing testimony, depositions, and/or statements relative to the claim. Failure to do so by the Union or individual members of the Union shall nullify this section. Any information obtained solely through an employee's participation in this process, as required by the employer or the District's insurance carrier, shall not be used to discipline or discharge that employee.
- O. It shall be the policy of the Garden City School District to reimburse an employee for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of \$100.00 per item) if these items are damaged or broken because of a violent act by a member of the student body. The reimbursement request shall be presented to the Executive Director, Business Services, and must be accompanied with a recommendation by the building administrator or program administration with an invoice showing replacement or purchase of the item. Damaged or broken items shall become the property of the School District. This policy will not cover automobile damage, personal equipment damage or items that are stolen or allegedly stolen while on the school premises.
- P. First aid supplies shall be maintained in reasonable locations in all facilities.

ARTICLE 15 (continued)

- Q. 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.
- R. 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.

- S. 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.
- T. 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 Union.

When an employee believes that his/her health or safety may be jeopardized by exposure to asbestos, s/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.

Employees agree to make a good faith effort to comply with all applicable rules and regulations for performing asbestos work, and to utilize equipment provided by the District.

Should the Board consider utilizing employees in the future for more extensive work, this provision will be re-negotiated.

ARTICLE 15 (continued)

- U. The employer may offer light duty (but is not required to do so) during the 40-week period when an employee on worker's compensation is in full pay status. An employee will receive the 40 week full pay only once for the same injury. Should an employee return to work before the 40 weeks are exhausted and re-injure himself/herself or be unable to successfully return to work, the 40 weeks will resume where they left off.

Where it is determined by the worker's compensation carrier that a permanently injured employee is unsuitable for retraining for another occupation, the employer may allow that employee to return on light duty.

The employer may offer light duty work to a temporarily injured employee beyond the 40 weeks at the appropriate contractually established rate of pay.

An employee who returns on light duty shall be examined at least three (3) times a year by qualified medical personnel of the district's choosing.

Nothing in the aforementioned shall be interpreted to require the employer to offer light duty work to injured employees.

- V. Beginning July 1, 1992, when openings occur for people to cover alarm calls, those opportunities shall be offered through the bid process and counted as Central overtime hours. Such Central overtime shall be added to building overtime for the purpose of equalizing overtime hours in a building.
- W. Beginning July 1, 2000 paychecks for employees who have been disciplined for misuse of sick leave on Fridays and/or Mondays shall be distributed not earlier than the beginning of the normal work shifts on the scheduled payday.

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 Union members for a specified period of time not to exceed sixty (60) work days. (summer help or extraordinary emergency situation)

CHAPTER B
MAINTENANCE/SKILLED TRADES PROVISIONS
ARTICLE 17 -- HOURS OF WORK

- A. The standard workday shall be eight (8) consecutive hours. During the school year, all maintenance/skilled trades employees shall work eight (8) consecutive hours which will include a twenty (20) minute lunch break. Example: 3 p.m.-11 p.m. maintenance/skilled trades employees may not leave the building or prescribed work area without special permission for each incident from the administrative assistant, maintenance/skilled trades supervisor. It is further understood that on non-scheduled school days, maintenance/skilled trades employees assigned to days return to their regular eight (8) hour schedule plus a thirty (30) minutes lunch break.
- B. The standard work week shall be five (5) consecutive workdays (Monday through Friday) and shall begin at 12:01 a.m. on Monday.
- C. Maintenance/skilled trades employees 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 maintenance/skilled trades employee 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 maintenance/skilled trades employee 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 maintenance/skilled trades employee 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 maintenance/skilled trades employee, 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 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 maintenance/skilled trades employee 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. Maintenance/skilled trades employees shall be paid for hours worked and paid leave time as provided for in this Agreement only.

ARTICLE 17 (continued)

- H. A maintenance/skilled trades employee who works approved overtime as an extension of his regular shift shall be paid for time actually worked only. A maintenance/skilled trades employee who is called in for emergency overtime shall receive a minimum of two (2) hours of overtime pay for such overtime during a twenty-four (24) hour period. A maintenance/skilled trades employee who is scheduled for overtime, separate from an extension of his regular shift, shall be scheduled for at least four (4) hours.
- I. Notwithstanding any other provision of this Agreement, a maintenance/skilled trades employee assigned to twenty-four (24) hour, seven (7) day (beginning at 7:30 a.m. Monday and extending to 7:29 a.m. the following Monday) alarm call duty shall receive a minimum of fifteen (15) hours of straight time pay for such week of duty, provided that he takes all alarm calls during such week of duty. However, if his actual time worked on alarm calls during that week exceeds the fifteen (15) hours (such time figured at time-and-one-half for all time actually worked on alarm calls other than on Sunday or on a holiday – where it would be figured at double time) he shall be paid for time actually worked. If the maintenance/skilled trades employee is not available to respond to an alarm call and it is necessary to call in an alternate employee, the call-in time for the alternate employee will be subtracted from the fifteen (15) hour minimum.
- J. Notwithstanding any other provision of the Master Agreement, maintenance mechanics shall be assigned to twenty-four (24) hour, seven (7) day (beginning at 7:30 a.m. Monday and extending to 7:29 a.m. the following Monday) HVAC call duty and shall receive a minimum of seven-and-one-half (7-1/2) hours of equivalent straight time pay for such week of duty (November 1 through April 1).

However, if his/her actual time worked on HVAC calls during that week exceeds the seven-and-one-half (7-1/2) hours [such time figured at time-and-one-half (1-1/2) for all time actually worked on HVAC calls other than a Sunday or a holiday where it would be figured at double time] s/he shall be paid for time actually worked. If the mechanical maintenance person is not available to respond to an HVAC call and it is necessary to call an alternate employee, the call-in time for the alternate employee will be subtracted from the seven-and-one-half (7-1/2) hour minimum.

CHAPTER B
MAINTENANCE/SKILLED TRADES PROVISIONS
ARTICLE 18 -- LEAVES

- A. A maintenance/skilled trades employee will earn and accumulate one-and-one-twelfth (1 1/12) days of sick leave for each month in which the maintenance/skilled trades employee is paid for the normal working days of that month. Sick days shall accumulate without limit. A maintenance/skilled trades employee must be paid for three-fourths (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 1/2) days per one-half (1/2) calendar year, beginning July 1 and January 1.
 - b. A prorated bank for maintenance/skilled trades employees 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 Teamster Steward 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.

ARTICLE 18 (continued)

- 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. Maintenance/skilled trades employees 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 maintenance/skilled trades employee will receive only the Workers' Compensation check.
 - 2. A maintenance/skilled trades employee may return from a leave involving Workers' Compensation at any time he is medically certified to fully perform on the job. He shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to his old classification as soon as possible.
- C.
- 1. A maintenance/skilled trades employee who absents himself from the job for reason of personal illness may return to that job at any time prior to exhausting accumulated sick leave.
 - 2. A maintenance/skilled trades employee who has exhausted accumulated sick leave may return within a period of two (2) months for each year of seniority with Garden City Schools or a minimum of one (1) year beyond the exhaustion. He shall be assigned to some job at no reduction in pay and shall be returned to a job at least equivalent to his old classification as soon as possible.
- Positions will be held open for employees on disability leave or workers compensation for a period of two (2) years. During that two (2) year period of time, the position will be bid after the Administration receives written notice that the employee will be out of work for a period of at least thirty (30) days, and the final open position will be filled by a part-time or on-call person. After two (2) years, the position will be permanently bid. In this event, the employee on disability leave or worker's comp. shall, upon their return, be assigned to a job as close as possible to his/her previously held position which may at that time be held by a less senior member until such time that the exact position previously held shall become vacant allowing his/her direct placement in that position.
- 3. A maintenance/skilled trades employee who absents himself from the job for reason of personal illness beyond the period described in (2) above may be terminated.
- D. Regular work attendance is expected of each employee. Necessary absences are to be communicated to the Personnel Office as soon as possible in advance of the employee's shift starting time. Although an emergency may arise and a pay dock situation occur, it is understood by both parties that pay dock is not acceptable as an alternative to being at the assigned work place and may result in discharge subject to the grievance procedure. Such emergencies shall require documentation upon return to work.

CHAPTER B
MAINTENANCE/SKILLED TRADES PROVISIONS
ARTICLE 19 -- VACATIONS

- A. Vacation allocations shall be made each July 1 of this agreement. Allocations shall be made as follows.
1. Maintenance/skilled trades employees 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. Maintenance/skilled trades employees 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. Maintenance/skilled trades employees 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 maintenance/skilled trades employee 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.

ARTICLE 19 (continued)

- E. A vacation day will be deducted from maintenance/skilled trades employees for each twenty (20) days of absence from the job under pay dock during a fiscal year, provided that the maintenance/skilled trades employee has less than five (5) years of seniority. A vacation day will be deducted from a maintenance/skilled trades employee for each forty (40) days of absence from the job under pay dock during a fiscal year, provided that the maintenance/skilled trades employee has between five (5) and ten (10) years of seniority. A maintenance/skilled trades employee who has 10 or more days of pay dock during a fiscal year will receive a prorated deduction of vacation days for that fiscal year.
- F. Vacation pay may be taken in lieu of vacation days only if approved by the Superintendent or his designee.
- H. Annually, all maintenance/skilled trades employees shall submit to the Supervisor of Buildings and Grounds, on a date to be decided, their request for an up to two week vacation period. These requests will be placed on a vacation calendar by seniority. Following this procedure and for the remainder of the year, requests for vacations will be placed on the calendar on a first-come first-served basis. These requests must be made to the supervisor of buildings and grounds no later than three (3) working days prior to a requested single vacation leave and five (5) working days prior to a request for multiple days. In an emergency situation, a member may request approval for vacation with less than three (3) working days notice. Such requests shall be made to the Superintendent or his/her designee.
- I. 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 is contingent upon the advance approval of the Supervisor of Buildings and Grounds or Associate Superintendent.

**CHAPTER B – MAINTENANCE/SKILLED TRADES PROVISIONS
SALARY SCHEDULE**

<u>POSITION</u>	<u>2011-12 through 2009-10 W/Shift premium</u>	
*Carpenter (General Construction)	\$24.32	
*Chief of Mechanical Maintenance	\$24.32	
*Mechanical Maintenance (Electrician PM / Master License)	\$24.32	\$24.62
*Chief Mechanic (Master License)	\$24.32	
*Mechanic (Master License)	\$24.32	
*Mechanical Maintenance (Afternoon Leader)	\$23.84	\$24.14
*Chief Mechanic (Non-Master)	\$23.67	\$23.97
*Maintenance (General Construction)	\$23.30	\$23.60
*Mechanic (Non-Master)	\$23.21	
Head Groundskeeper	\$21.67	
General Maintenance	\$20.11	

* Rate includes \$1.50/hr. asbestos training and approved physical. Employees hired after the ratification of this Agreement shall no longer receive the \$1.50/hr. asbestos allowance.

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.

GARDEN CITY SCHOOL DISTRICT

SECTION 125 Plan

1. Full-time members (members working at least 35 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, 20__, 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 20__-20__ 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 for 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.
5. Subject to existing collective bargaining agreements, the District reserves the right to modify or terminate the program prospectively, that is, with respect to future years only. The District shall have the authority to construe and interpret the terms of this program and shall decide all questions of eligibility and shall determine the amount, manner and timing of payments under the program.

EXAMPLES OF CHANGES IN FAMILY STATUS (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.

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)

MEMORANDUM OF UNDERSTANDING

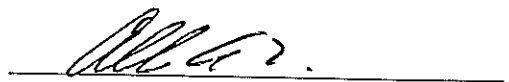
Between
Garden City Public Schools
and
Teamsters Local 214

RE: Custodians and Cafeteria Workers

The parties hereby agree to eliminate provisions referencing Custodians and Cafeteria Workers from the contract with the understanding that in the event new employees are hired or former employees are rehired into these positions they will be covered by the terms of the 2004/2006 contract and that the parties will immediately begin negotiations to amend the contract which is currently in effect.

Garden City Public Schools

Teamsters Local 214



Date: 11/12/09

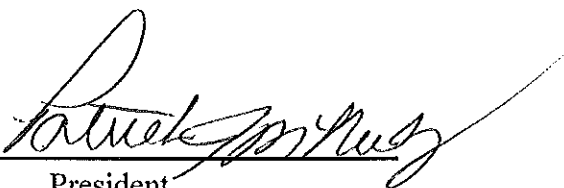
Date: 11/12/09

DURATION OF AGREEMENT

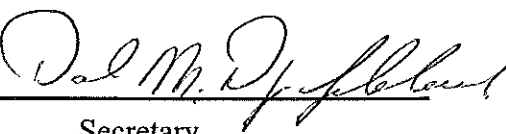
This agreement shall be effective July 1, 2011 and shall continue in effect until June 30, 2013.


GARDEN CITY BOARD OF EDUCATION

TEAMSTERS LOCAL 214

By: 
President

By: 
Teamster Business Agent

By: 
Secretary

By: 
Bargaining Committee Member

By: 
Chief Negotiator