

6/30/93

A G R E E M E N T

GLADSTONE AREA SCHOOLS

AND

TEAMSTERS UNION LOCAL #328

Gladstone Area Schools

EFFECTIVE

July 1, 1990 thru June 30, 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

8/29/90

I N D E X

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1
II	Union Security - Agency Shop	1
III	Dues Checkoff	2
IV	Right to Manage	3
V	Extra Contract Agreements	4
VI	Seniority	4
VII	Discharge or Suspension	5
VIII	Grievance Procedure	6
IX	Stewards	7
X	Limitations of Authority and Liability	8
XI	Maintenance of Standards	8
XII	Paid for Time	9
XIII	Pay Period	9
XIV	Uniforms	9
XV	Military Service	9
XVI	Separability and Savings Clause	10
XVII	Inspection Privileges	10
XVIII	Safety	11
XIX	Transfers	11
XX	Job Posting and Bidding Procedures	11
XXI	Leaves of Absence	12
XXII	Temporary Assignments	13
XXIII	Jury Duty	13
XXIV	Workers' Compensation	13
XXV	Sick Leave	13
XXVI	Funeral Leave	14
XXVII	Time and One-Half	14
XXVIII	Vacation	15
XXIX	Unemployment Compensation	16
XXX	Holidays	16
XXXI	Personal Leave Days	16
XXXII	Insurance Benefits	16
XXXIII	Pension	18
XXXIV	Classifications and Wage Scale	20
XXXV	Miscellaneous	24
XXXVI	Termination of Agreement	24

A G R E E M E N T

THIS AGREEMENT, made and entered into on this 1st day of July, 1990, by and between GLADSTONE AREA SCHOOLS, party of the First part and hereinafter termed the "EMPLOYER", and TEAMSTERS LOCAL UNION #328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "UNION".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and part-time non-certified employees of the Gladstone Area Schools, but excluding certified employees, substitute teachers, professional employees, supervisors, and confidential employees as defined by the Commission.

ARTICLE II

UNION SECURITY - AGENCY SHOP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues commencing thirty (30) days after the effective date of this Agreement and such conditions shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

(d) The Union indemnifies the Employer for any and all damages and liability incurred by the Employer, including costs of litigation and attorney's fees, for any action taken by the Board or alleged to have been taken by the Board based upon the provisions of this Article.

ARTICLE III

DUES CHECKOFF

(a) The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such members, and the Employer shall deduct said amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum; provided, however, that duly executed authorization or check-off cards are supplied to the Employer by the Union.

(b) The Employer shall add to the list submitted by the Union the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

(c) Where an employee who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

(d) The Employer will recognize authorization for deduction from wages and transmit to the Union or such other organization as the Union may request if mutually agreed to; provided,

however, that duly executed authorization or check-off cards are supplied to the Employer by the Union.

(e) The Employer agrees to respect the defined bargaining unit and shall not direct nor permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

(f) The Union agrees to indemnify the Employer for any damages or liability incurred by the Employer, including costs of litigation and attorney's fees, for any deduction made by the Board as required or claimed to be required under the provisions of this Article.

ARTICLE IV

RIGHT TO MANAGE

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used and the discontinuance of any services, material or methods of operation;
- (b) to introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) to determine the size of the work force and increase or decrease its size;
- (d) to hire, assign and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;
- (e) to direct the work force, assign work and determine the number of employees assigned to operations; and to assign bus drivers to routes;

- (f) to establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classifications; to establish the number of people needed or used in all classifications;
- (g) to establish all bus routes and times;
- (h) to make rules and regulations not inconsistent with the terms hereof;
- (i) to establish rules, regulations and policies concerning the responsibilities of each classification.

In the exercise of these prerogatives, the Employer shall not violated the expressed provisions of this Agreement.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

(a) The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

(b) For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

ARTICLE VI

SENIORITY

SECTION 1. Strict seniority shall prevail. A listing of employees, arranged in the order of their seniority, shall be posted in a conspicuous place on the job. Seniority shall be on an employer-wide basis.

SECTION 2. New employees will serve a probationary period of sixty (60) working shifts before becoming a member of the Union and then his seniority will be established as of his original date of hire.

SECTION 3. In a case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with seniority, as long as employee is qualified to perform the work in case of layoff only. In filling vacancies, or making promotions, preference shall be given to employees according to their seniority standing.

SECTION 4. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two (2) years. In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

SECTION 5. Substitute and part-time employees shall be given first opportunity to qualify as regular employees and be placed on the bottom of the seniority roster and shall accumulate seniority from date of regular employment.

SECTION 6. Student help will not be used to replace or displace any person covered under the terms and conditions of this Agreement.

ARTICLE VII

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, an act that may endanger the safety of a student/students while on duty, drinking on the job, assault, intentional or grossly negligent conduct causing property damage, or failure to carry out his responsibilities according to established Board of Education Policies. The warning notice as herein provided, shall not remain in effect for a period of more than one (1) year from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within five (5) school days by written notice and a decision reached within thirty (30) days from the date of

discharge or suspension. If no decision has been rendered within thirty (30) days, the case shall then be taken up as provided for in ARTICLE VIII, Step 5.

ARTICLE VIII

GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) days of the employee's knowledge of the facts giving rise to the alleged grievance or within fifteen (15) days of the time when the employee reasonably should have had notice of such facts. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- (d) The immediate supervisor shall give his answer to the steward within two (2) working days of receipt of the grievance.

STEP 2. If the grievance remains unsettled, it shall be presented by the steward, in writing, to the Superintendent of Schools within seven (7) working days after the response of Step 2 is due. The Superintendent of Schools shall sign and date the steward's copy. The Superintendent of Schools shall respond, in writing, to the steward within five (5) working days.

STEP 3. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Union shall, within ten (10) working days, refer the grievance to the Board of Education for a hearing on said grievance. The hearing will be held no later than thirty (30) days from the date it is filed with the Board of Education.

STEP 4. In the event the grievance is not settled with the Board of Education and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Board of Education hearing, file a demand for arbitration in accordance with the Michigan Employment Relations Commission's Rules and Procedures.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is not reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE IX

STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information,
 - (a) have been reduced to writing, or

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns and refusal to handle goods, or any interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any action interrupting Employer's business, except as authorized by official action by the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises when expressly authorized to do so by the Union.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employers, off the property or other than during his regular schedule without loss of time or pay. Such time in handling grievances during the steward's regular working hours shall be working hours in computing daily and/or weekly overtime, if within the regular schedule of the steward.

The stewards shall head the seniority list of the unit, during their term of office, for layoff only.

ARTICLE X

LIMITATIONS OF AUTHORITY AND LIABILITY

The Union will not authorize, sanction, condone, nor acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind of nature, including, but not limited to, slowdowns, stoppages of any kind, sit-ins, "blue flu", and picketing or demonstrating of any kind, during contracted work hours, in reference to the Gladstone Area Schools. The Employer shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any activities or conduct violating this Article.

ARTICLE XI

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of

this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

This provision shall not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Contract.

ARTICLE XII

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the services of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty.

ARTICLE XIII

PAY PERIOD

All employees shall be paid on a bi-weekly basis. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union representatives.

ARTICLE XIV

UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label. The Union emblem or insignia may be sewn on the uniform.

ARTICLE XV

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency respectively, shall upon termination of such service be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work

available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE XVI

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE XVII

INSPECTION PRIVILEGES

The representatives of the Union shall be permitted at all times to enter upon the Employer's premises and shall have access to the employees during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and inspecting time cards and payroll records of the Employer for the purpose of determining that the terms of the Agreement are complied with.

The Employer shall furnish records to the Union upon request.

The School Board shall provide, also, a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

ARTICLE XVIII

SAFETY

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of a person or equipment.

ARTICLE XIX

TRANSFERS

Transfers of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE XX

JOB POSTING AND BIDDING PROCEDURES

(a) All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. In addition, the Employer will transmit, by delivery or mail, copies of such postings to the four (4) stewards designated by the Union. Employees interested shall apply, in writing, within the seven (7) working days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer

shall furnish the head steward with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish any steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's head steward as to who was awarded the job.

(c) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE XXI

LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position of the Union which would require the employee to function away from the School District.
2. Maternity leave.
3. Illness leave (physical or mental) with a doctor's certification.
4. Prolonged illness immediate family with doctor's certification.
5. Education leave.

Such leave may be extended for like cause.

(b) An employee shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off with loss of time and pay to attend.

(d) An employee on leave of absence or layoff status does not accumulate seniority for pay or benefit purposes.

ARTICLE XXII
TEMPORARY ASSIGNMENTS

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, or for other valid reasons, will be granted to the senior employee who meets the minimum requirements of such job; however, they must stay within their department* and building (includes buildings served by one (1) kitchen). If the Employer cannot fill the position because no one wants the job, the position shall be filled by a substitute. If after an eight (8) week period the employee, whose absence created the vacancy, is still absent, the position will be posted and granted to the senior employee District-Wide who meets the minimum requirements of such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

(b) *Departments Defined (For Purposes of Temporary Assignment): (1) High School Secretary; (2) Secretary; (3) Class I & II Library Clerk; (4) Attendance Clerk; (5) Maintenance; (6) Custodians - Class I & II; (7) Menu Planner; (8) Head Cook, Cook Helper, Ticket Taker/Counter Help; (9) Teacher Aide; (10) Bus Driver; (11) Mechanic. (*NOTE: Employees shall be considered to be a member of a department based on the majority of hours worked in an individual classification.)

ARTICLE XXIII
JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

If the employee is not chosen for jury duty or the duty has been cancelled or postponed, the employee will report to work and a job assigned, provided there is a significant portion of the work day remaining.

ARTICLE XXIV
WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular weekly income not to exceed thirty (30) working days and must be certified by a physician.

ARTICLE XXV
SICK LEAVE

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred thirty-two days.

All unused sick leave days (up to a maximum of one hundred twenty (120) days will be paid upon retirement or death of.....

employee with the Employer; and upon death of an employee, all unused sick leave will be paid at the prevailing rate to the employee's beneficiary. Employees hired after July 1, 1984, shall be entitled to the same accrual amount and rates EXCEPT upon death or retirement, they shall be eligible to receive a payout of three-fifths (3/5ths) of all accumulated unused sick leave days up to a maximum of seventy-two (72) days at the rate of three-fifths (3/5ths) of employee daily salary. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

In addition to personal illness or injury, sick leave may be utilized by an employee for the following purpose: "five (5) sick leave days per year, per employee, may be used for sickness or illness in the immediate family". (NOTE: For purposes of this section, immediate family shall be as defined under Funeral Leave of this Agreement.)

After three (3) days, or a case of abuse of sick leave, the Employer may require an employee to offer proof of illness. If the Employer requires an employee to visit a physician of the Employer's choice, the Employer shall pay the costs in such regard.

ARTICLE XXVI

FUNERAL LEAVE

An employee shall be allowed a maximum of five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The head steward, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE XXVII

TIME AND ONE-HALF

Time and one-half (1-1/2X) will be paid as follows:

1. For all hours over eight (8) hours in one day.

2. For hours in excess of forty (40) in any one (1) week.
3. For all hours worked on Sunday.
4. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE XXVIII

VACATION

An employee will earn credits toward vacation with pay in accordance with the following schedule:

Nine (9) and ten (10) month employees:

1 year of employment	-	1 week of vacation
2 years of employment	-	8 days of vacation
8 years of employment	-	12 days of vacation
16 years of employment	-	16 days of vacation

(Those employees who working during the summer shall receive one (1) additional vacation day for each full month or at least one-half (1/2) month worked.)

Twelve (12) month employees:

1 year of employment	-	2 weeks of vacation
8 years of employment	-	3 weeks of vacation
16 years of employment	-	4 weeks of vacation

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

Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

Vacations will be granted at such times during the year as requested by the employee. Vacation schedules will be reviewed and approved by the Administration.

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE XXIX

UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

ARTICLE XXX

HOLIDAYS

All full-time employees will receive six (6) paid holidays per year; and nine (9) month employees shall receive five (5) paid holidays.

(9) Month Employees

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Christmas Day
- 4) New Years Day
- 5) Memorial Day

(12) Month Employees

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Christmas Day
- 4) New Years Day
- 5) Memorial Day
- 6) July 4th

Should the employee work less than a full day, holiday pay will be prorated according to time worked. The holidays that have been accumulated during the school year will be paid in full at the end of the school year at the employee's prevailing rate.

ARTICLE XXXI

PERSONAL LEAVE DAYS

Each employee shall be granted personal leave not to exceed three (3) days per school year to use at the individual's discretion. Two (2) of the three (3) personal leave days shall be allowed to "carry over" into the next year, if not used by the employee. An employee may accumulate five (5) personal leave days. Said days are not to be deducted from accumulated sick leave.

ARTICLE XXXII

INSURANCE BENEFITS

The Employer agrees to furnish to all eligible employees the following insurance protection:

- (a) For the period July 1, 1990 thru June 30, 1993, the same programs as contained in the labor agreement between the parties, which expired June 30, 1990. The

various insurance programs will be thru Set, Inc., 415 West Kalamazoo, Lansing, MI 48933.

<u>Pak A</u>	<u>Pak B</u>
Ultra Med C with Med Check Deductible \$50 per person* or \$100 per family Ultra Dent 80/80/80 Ultra Vision Plan 1 Life Insurance 20,000 AD&D	\$.50 Prescription Card Ultra Dent 80/80/80 Ultra Vision Plan 1 Life Insurance 40,000 AD&D (Full-time employees will receive \$90.00 per month to be used for an annuity or options that are available thru Set, Inc.)

(*NOTE: The Employer to pay the full \$100 deductible for all Pak "A" employees.)

- (b) The Employer's contribution will be based upon a regular work week. The following schedule will be used to calculate Pak A only:

30 hours or more per week	-	Full (100%)
25 hours or more per week	-	80%
20 hours or more per week	-	65%
16 hours or more per week	-	50%
15 hours or less per week	-	NO INSURANCE*

*HIREES AFTER JULY 1, 1990 - ALL CURRENT EMPLOYEES GRANDFATHERED.

- (c) Options available for employees to purchase as a payroll deduction or as an alternative to an annuity with Pak B:

1. Group Short-Term Disability Income Insurance.
2. Group Long-Term Disability Income Insurance.
3. Group Supplemental Term Life Insurance.
4. Group Survivor Income Insurance.
5. Group Dependent Life Insurance.

- (d) The Employer agrees to provide the employees covered by this Agreement with whatever additional insurance benefits (beyond those listed above) that is provided to the Gladstone Area School Teaching Staff.

- (e) All fringe or insurance benefits provided for employees from ages 65 through 70 will be reduced by coverage under the Medicare program or similar state or federal programs, if any, provided there is no material reduction of coverage, subject to provision of federal law.

- (f) Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the employee's Set, Inc. Group Insurance Policies and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Employer, by payment of any premium payments required to provide coverage is agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Employer.
- (g) If an employee dies prior to September 30th of any given year, and the insurance policy in effect permits continued coverage, the Employer will continue payments of the applicable premiums through the following September 30th.

ARTICLE XXXIII

PENSION

- a) The Pension provisions now in effect for employees covered by this Agreement shall be continued.
- b) The Employer shall continue to pay in full, for each employee, into the Michigan Public School Employees Pension Fund.
- c) Early Retirement Compensation - An employee who has accrued a minimum of twenty (20) years of service in the Gladstone Area Schools and who will meet State requirements for retirement by September 1 of a given School Year may at his or her option request early retirement upon at least one (1) year's advance written notice. An employee shall not be eligible for such early retirement until he or she has reached at least the age of 46. Retirement as used in this clause shall mean severance of active employment with the Gladstone Area Schools and verification to the Board of an application from the employee to the Michigan Public Schools Employees' Retirement System for Retirement Benefits of such system. The affected employee will notify the Superintendent of Schools of his or her early retirement, in writing, no later than one (1) year prior to the school year when such retirement will take effect. If an employee wishes to retire prior to the end of such one year notification period, his or her request for early retirement incentive must be agreed to by both the Union and the Board at a public meeting. Applicants who do not notify the Board with the one year prior advance written notice or obtain the mutual consent of the Union and the Board at a public meeting, shall not be eligible for the benefits outlined in this policy. If the employee decides not to retire in the requested school year, they

must notify the Superintendent, in writing, prior to April 1st.

Qualified retirees shall receive benefits from the following schedule:

30 hours or more per week	-	\$150 per month
25 hours or more per week	-	100 per month
20 hours or more per week	-	75 per month
16 hours or more per week	-	50 per month
15 hours or less per week	-	NO BENEFIT*

*HIREES AFTER JULY 1, 1990 - ALL CURRENT EMPLOYEES WILL BE GRANDFATHERED.

Beginning on October 1 of the first school year of their retirement, for a period not to exceed seven (7) years or their 62nd birthday, whichever comes first. The first payment shall be made on the appropriate October 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days.

In the event of death of the retiree prior to his or her 62nd birthday, or the seven (7) year period provided herein, whichever occurs first, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the IRS for the same amount of time as if the employee had lived through the applicable payment period.

If a Michigan Court, following exhaustion of all available State appeals, rules that early retirement incentive plans are in violation of law, then this early retirement incentive program described shall be null and void. In such cases, the retiree shall have no cause of action against the Board whatsoever.

Persons retiring due to a medical disability which qualifies them for retirements benefits from Workers' Compensation or any Board provided disability insurance, are not eligible to qualify for benefits under this policy. Once a person is receiving benefits through this policy, however, no subsequent disability will adversely affect those benefits.

The rights of any retiree and the benefits to be paid to the retiree shall be only those specifically set forth herein. Such rights or benefits shall not be altered if this early retirement incentive plan and section, or any amendment or replacement thereof or thereto, should be changed in any way in the future.

The retiree shall lose eligibility for the rights and benefits set forth herein, if the employee returns to a regular position for compensation at any level or location.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all liability with respect to

any payments provided in the policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein.

ARTICLE XXXIV

CLASSIFICATIONS AND WAGE SCALE

The following hourly wage rates will be in effect:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1991-93</u>
		\$0.40	\$0.45	\$0.50
<u>HIGH SCHOOL SECRETARY</u>				
Starting rate	\$ 8.75	\$ 9.15	\$ 9.60	\$10.10
One year seniority	8.85	9.25	9.70	10.20
Two years seniority	8.95	9.35	9.80	10.30
Three years seniority	9.05	9.45	9.90	10.40
Four years seniority	9.15	9.55	10.00	10.50
Five years seniority	9.25	9.65	10.10	10.60
<u>SECRETARY</u>				
Starting rate	\$ 8.50	\$ 8.90	\$ 9.35	\$ 9.85
One year seniority	8.60	9.00	9.45	9.95
Two years seniority	8.70	9.10	9.55	10.05
Three years seniority	8.80	9.20	9.65	10.15
Four years seniority	8.90	9.30	9.75	10.25
Five years seniority	9.00	9.40	9.85	10.35
<u>CLASS I LIBRARY CLERK</u>				
Starting rate	\$ 8.20	\$ 8.60	\$ 9.05	\$ 9.55
One year seniority	8.30	8.70	9.15	9.65
Two years seniority	8.40	8.80	9.25	9.75
Three years seniority	8.50	8.90	9.35	9.85
Four years seniority	8.60	9.00	9.45	9.95
Five years seniority	8.70	9.10	9.55	10.05
<u>CLASS II LIBRARY CLERK</u>				
Starting rate	\$ 8.00	\$ 8.40	\$ 8.85	\$ 9.35
One year seniority	8.10	8.50	8.95	9.45
Two years seniority	8.20	8.60	9.05	9.55
Three years seniority	8.30	8.70	9.15	9.65
Four years seniority	8.40	8.80	9.25	9.75
Five years seniority	8.50	8.90	9.35	9.85

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
		\$0.40	\$0.45	\$0.50
<u>ATTENDANCE CLERK</u>				
Starting rate	\$ 8.00	\$ 8.40	\$ 8.85	\$ 9.35
One year seniority	8.10	8.50	8.95	9.45
Two years seniority	8.20	8.60	9.05	9.55
Three years seniority	8.30	8.70	9.15	9.65
Four years seniority	8.40	8.80	9.25	9.75
Five years seniority	8.50	8.90	9.35	9.85
<u>MAINTENANCE</u>				
Starting rate	\$10.00	\$10.40	\$10.85	\$11.35
One year seniority	10.10	10.50	10.95	11.45
Two years seniority	10.20	10.60	11.05	11.55
Three years seniority	10.30	10.70	11.15	11.65
Four years seniority	10.40	10.80	11.25	11.75
Five years seniority	10.50	10.90	11.35	11.85
<u>CLASS I CUSTODIAN</u>				
Starting rate	\$ 8.60	\$ 9.00	\$ 9.45	\$ 9.95
One year seniority	8.70	9.10	9.55	10.05
Two years seniority	8.80	9.20	9.65	10.15
Three years seniority	8.90	9.30	9.75	10.25
Four years seniority	9.00	9.40	9.85	10.35
Five years seniority	9.10	9.50	9.95	10.45
<u>CLASS II CUSTODIAN</u>				
Starting rate	\$ 8.40	\$ 8.80	\$ 9.25	\$ 9.75
One year seniority	8.50	8.90	9.35	9.85
Two years seniority	8.60	9.00	9.45	9.95
Three years seniority	8.70	9.10	9.55	10.05
Four years seniority	8.80	9.20	9.65	10.15
Five years seniority	8.90	9.30	9.75	10.25
<u>MENU PLANNER</u>				
Starting rate	\$ 8.20	\$ 8.60	\$ 9.05	\$ 9.55
One year seniority	8.30	8.70	9.15	9.65
Two years seniority	8.40	8.80	9.25	9.75
Three years seniority	8.50	8.90	9.35	9.85
Four years seniority	8.60	9.00	9.45	9.95
Five years seniority	8.70	9.10	9.55	10.05

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
		\$0.40	\$0.45	\$0.50
<u>HEAD COOK</u>				
Starting rate	\$ 8.00	\$ 8.40	\$ 8.85	\$ 9.35
One year seniority	8.10	8.50	8.95	9.45
Two years seniority	8.20	8.60	9.05	9.55
Three years seniority	8.30	8.70	9.15	9.65
Four years seniority	8.40	8.80	9.25	9.75
Five years seniority	8.50	8.90	9.35	9.85
<u>COOK HELPER</u>				
Starting rate	\$ 7.70	\$ 8.10	\$ 8.55	\$ 9.05
One year seniority	7.80	8.20	8.65	9.15
Two years seniority	7.90	8.30	8.75	9.25
Three years seniority	8.00	8.40	8.85	9.35
Four years seniority	8.10	8.50	8.95	9.45
Five years seniority	8.20	8.60	9.05	9.55
<u>TICKET TAKER/COUNTER HELP</u>				
Starting rate	\$ 7.45	\$ 7.85	\$ 8.30	\$ 8.80
One year seniority	7.55	7.95	8.40	8.90
Two years seniority	7.65	8.05	8.50	9.00
Three years seniority	7.75	8.15	8.60	9.10
Four years seniority	7.85	8.25	8.70	9.20
Five years seniority	7.95	8.35	8.80	9.30
<u>TEACHER AIDE</u>				
Starting rate	\$ 7.90	\$ 8.30	\$ 8.75	\$ 9.25
One year seniority	8.00	8.40	8.85	9.35
Two years seniority	8.10	8.50	8.95	9.45
Three years seniority	8.20	8.60	9.05	9.55
Four years seniority	8.30	8.70	9.15	9.65
Five years seniority	8.40	8.80	9.25	9.75
<u>BUS DRIVER</u>				
Starting rate	\$ 9.80	\$10.20	\$10.65	\$11.15
One year seniority	9.90	10.30	10.75	11.25
Two years seniority	10.00	10.40	10.85	11.35
Three years seniority	10.10	10.50	10.95	11.45
Four years seniority	10.20	10.60	11.05	11.55
Five years seniority	10.30	10.70	11.15	11.65

<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
	\$0.40	\$0.45	\$0.50

MECHANIC

Starting rate	\$10.95	\$11.35	\$11.80	\$12.30
One year seniority	11.05	11.45	11.90	12.40
Two years seniority	11.15	11.55	12.00	12.50
Three years seniority	11.25	11.65	12.10	12.60
Four years seniority	11.35	11.75	12.20	12.70
Five years seniority	11.45	11.85	12.30	12.80

Bus Drivers: Extra runs will be on an alternating basis between the employees of the bargaining unit. (Senior employees scheduled to receive first extra of fiscal year.)

For "extra trips", bus drivers will be paid at the following rate:

July 1, 1990	-	\$7.75 per hour
July 1, 1991	-	\$8.00 per hour
July 1, 1992	-	\$8.25 per hour

Substitute drivers may be used on summer runs for the swimming bus, providing the regulars do not wish to exercise their seniority for this work.

Bus Servicing: Each driver will be allowed twenty-five (25) minutes for up to two (2) runs per day (maximum). This time is to be used for gassing of bus, and cleaning inside and outside of bus. Additionally, those drivers with Noon Bus Runs shall receive ten (10) minutes of paid "sweeping time" per day.

Longevity: The employee covered by this Agreement shall be paid longevity according to their seniority, to be paid on their anniversary date of hire. The employees shall receive longevity pay on the first full period following their seniority date. Longevity will be based on the following years of employment:

Years of Employment:	10	15	20	25	30
Percentage Increase Per Hour:	3%	6%	9%	12%	15%

ARTICLE XXXV

MISCELLANEOUS

SECTION 1. There shall be no split shifts generally, except in the case of an emergency, illness, Bus Driver schedules, or employee schedule in two (2) or more separate classifications.

SECTION 2. The Employer will create a bus coordinator supervisor position, or its equivalent, outside of the bargaining unit. The control and filling of this position is exclusively within the discretion of the Employer. The employee filling this position may do any bargaining unit work performed by a Bus Driver that has previously been performed by the bus coordinator.

SECTION 3. The Employer will continue its present policy on snow days allowed by the State: If employees are working when school is closed, the employees will complete their shift, unless the Employer releases them. Otherwise, the employees will not be required to report to work unless called in, and will be paid for the shift. If called in, an employee will work as directed and will be given an equivalent amount of time off at a later, mutually agreed upon time.

Snow days, in addition to those allowed by the State, must be worked at the designated time build into the school calendar. There will be no additional pay for snow-makeup days. Depending on the number of snow days, the school calendar may have to be extended to conform to State Law.

SECTION 4. School Calendar - The Union will have the same number of representatives on the school calendar committee as the other unionized employees of the school district.

ARTICLE XXXVI

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 1990, to and including June 30, 1993, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is provided further that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 1993, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also

desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revision if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF EDUCATION
GLADSTONE AREA SCHOOLS
GLADSTONE, MICHIGAN

TEAMSTERS & CHAUFFEURS UNION
LOCAL NO. 328

BY _____

BY _____

Business Representative

(Date)

(Date)