

10/31/98

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

**THE AMERICAN FEDERATION OF STATE, COUNTY
and MUNICIPAL EMPLOYEES UNION, COUNCIL 25
and ITS AFFILIATED LOCAL UNION 202**

Effective Date November 1, 1995

Expires October 31, 1998

Holly Area Schools

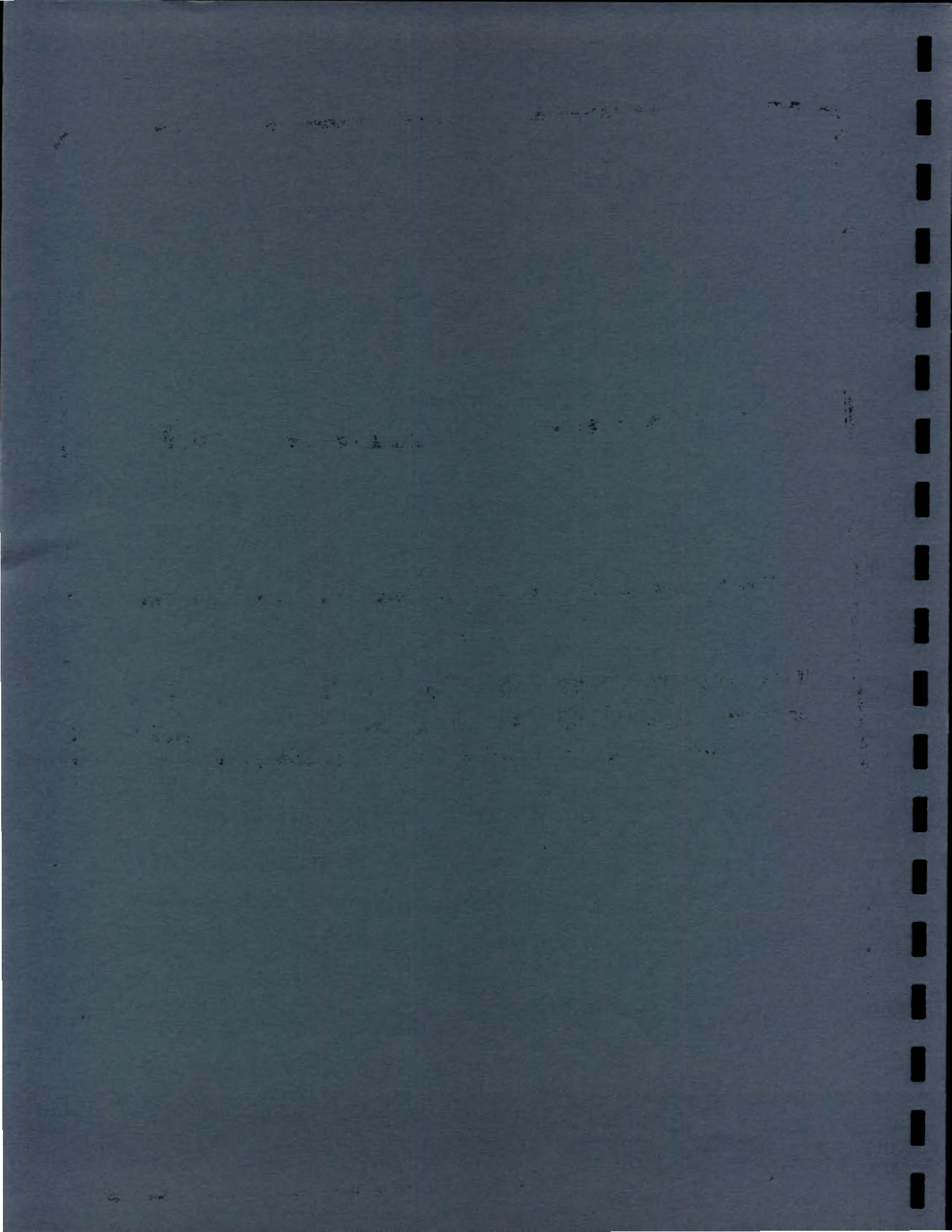


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MASTER AGREEMENT

THIS AGREEMENT is entered into this 22nd day of January, 1996, between the Holly Area Schools, hereinafter referred to as the employer, and the Holly Area Schools Employee Chapter of the Local Union 202, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the union.

Note: The headings used in this Agreement and appendices neither add to nor subtract from the meaning, but are for references only.

PURPOSE AND INTENT

The purpose and intent of this Agreement shall be to meet the statutory obligations under Public Act 379 as revised.

ARTICLE I Recognition

The employer hereby recognizes the union as exclusive bargaining representative as determined by the Michigan Employment Relations Commissions.

The bargaining unit includes all custodians, maintenance, cafeteria and transportation employees, including bus drivers, mechanic, assistant mechanics, mechanic III, senior citizens' cook, but excluding noon lunch and playground aides, crossing guards, cafeteria supervisor, transportation supervisor, secretaries and clerks, substitute bus drivers, and other supervisors.

ARTICLE II Union Security

To the extent that the laws of the State of Michigan permit, it is agreed that:

- 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 employment to continue membership in the union for the duration of this contract.
- 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 for the duration of this Agreement, or pay a service charge equivalent to the monthly dues on or before the tenth (10th) day after completion of their probationary period.

- C. Employees hired, except probationary, 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 for the duration of this Agreement, or pay a service charge equal to the monthly dues on or before the tenth (10th) day after completion of their probationary period. Employees who fail to comply with the requirements of this Article shall be discharged by the employer
- D. The union will indemnify and hold harmless the District and assume and discharge the District's full and complete liability arising out of or in connection with any and all litigation or proceedings brought against the District by any employee, group of employees, or any other person who has been discharged pursuant to Article II of the parties collective bargaining Agreement dated January 28, 1974, provided that the claim of liability is predicated upon a statute of the State of Michigan or a decision of a Court of last resort in the State of Michigan.

ARTICLE III Strike Prohibition

The union, recognizing that State statutes prohibit strikes for public employees, hereby agree that they will not engage in, or encourage, strike action of any type during the life of this Agreement.

ARTICLE IV Union Dues

- A. The employer agrees to make payroll deductions for the union members, persons paying service fee, when the employee has signed and delivered to the Board of Education office a payroll deduction authorization form. Any authorization form which is incomplete or inaccurate will be returned to the local union by the employer. No deductions will be made until a valid authorization card is received at the Board of Education office. Employees on dues deductions may have this cancelled at any time and pay dues directly to the union. Deductions shall be made only in accordance with the provisions of the authorization for dues deductions and with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees or membership dues not in accordance with this provision.

Authorization cards will be in force for a period of one year or the period of the labor agreement, whichever is less. Authorization cards will be automatically renewable for the same period unless the employee requests checkoff to be stopped. Said request must be made in writing to the union and employer during a period of fifteen days immediately preceding the anniversary date or the expiration date of the contract.

- B. Payroll deductions shall be made once each month.

- C. Refunds. Cases where a deduction is made that duplicates a payment that an employee already has made to the union, or where a deduction is not in conformity with the provisions of the union constitution and by-laws, refunds to the employee will be made by the local union.
- D. Remittance of dues to the financial officer. Deductions for each calendar month period shall be remitted to the designated financial officer of the local union as soon as possible after the tenth day of the following month in which the deduction is made. Local management shall furnish the designated financial officer of the union a list of those for whom the union has submitted signed authorization dues deduction forms, but for whom no deductions have been made.
- E. Termination of dues deductions. Any employee whose seniority is broken by death, quit, discharge, retirement or layoff, or by receiving permanent total disability payments under a group life insurance held by the employer, or who is transferred to work outside of the bargaining unit, shall cease to be subject to dues deductions, beginning with the month immediately following the month in which the death, quit, discharge, layoff, retirement, receipt of insurance benefits or transfer took place. The local union shall be notified by the employer of the names of such employees following the end of the month in which the event took place.
- F. Disputes concerning dues deductions. If a dispute arises as to whether or not an employee has properly executed or properly revoked an authorization for dues deductions, it shall be reviewed by a representative of the employer and a representative of the local union, and a decision made as to whether it has been properly executed. Until the matter is disposed of, no further deductions shall be made.
- G. Limit of Employer's liability. The employer shall not be liable to the international union or its locals by reason of requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made for wages or salaries earned by employees.
- H. Disputes concerning membership. Any disputes arising as to an employee's membership in the union shall be reviewed by a representative of the employer and a representative of the local union.
- I. The employer will furnish the union a monthly list of all charges of members for whom payroll deductions have been made. The union shall furnish the employer with a list of employees paying dues direct.

ARTICLE V Union Stewards

- A. Each of the four divisions in the bargaining unit, specifically, transportation, cafeteria, custodial, and maintenance, shall be represented by one steward or his alternate. Stewards or their alternates shall be regular employees of the Holly Area Schools.
- B. The union shall notify the employer in writing of the designated stewards and alternate stewards and the division they represent within five (5) days of their election or temporary appointment.
- C. Stewards may present grievances to the employer under the conditions of the grievance procedures as set forth elsewhere in the contract. The steward's immediate supervisor may grant permission for stewards to leave their work for the purpose of presenting grievances to the employer, or to discuss a grievance with an employee within the bargaining unit. It is understood that stewards will perform their regularly assigned work at all times and that the employer shall not withhold permission to leave a job when the need is justified. If, in the opinion of either party, it is felt that there is abuse under this section (C), a special conference may be requested.

ARTICLE VI SENIORITY

Section I

- A. New employees hired into the division shall be considered as probationary employees for the first 90 actual work days of their employment. When the probationary employee has successfully completed the probationary period their name will be entered on the seniority list of the division as of the most recent date of hire as a probationary employee, his/her seniority will begin at this time. There will be no seniority among probationary employees. Probationary employees will become eligible for benefits after completion of their probationary period.

The employer will subtract up to 45 days of the required 90 day probationary period provided these days are consecutively worked as a substitute immediately prior to the appointment as a regular employee in the same category as the employee served as a substitute. In the event these days are subtracted, the employer will not be responsible for back pay at regular rate for these unearned days.

- B. The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages hours of employment and other conditions of employment as set forth in this agreement; except that the employer will have the right to discharge or take

disciplinary action other than for union activities involving a probationary employee without a grievance filed or processed.

- C. Seniority shall be on a division basis in accordance with the employees' most recent date of hire.
- D. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence, unless two or more with district seniority are hired on the same day, in which case the employee with the most district seniority shall have the most seniority.
- E. Any probationary employee may be terminated at the sole discretion of the employer during the probationary period without recourse to the grievance procedure

Section 2

- A. Seniority lists will be furnished to the Chapter Chairman upon request. It is expected that these requests will be on or about November 1 and May 1 of each contractual year. Up-to-date lists will be furnished once each month to the Chapter Chairman upon request. The Chapter Chairman may request up to five (5) copies. The employer will furnish the union a list of probationary employees upon request.
- B. The seniority list on the date of this agreement will show the names and job titles of all employees of the union entitled to seniority.
- C. The Union shall be responsible for verifying the accuracy of the seniority list within thirty (30) days of its provision to the Union. After thirty (30) days the list shall be considered final and conclusive.

Section 3. Loss of Seniority

A non-probationary employee shall lose seniority for the following reasons:

- a) Voluntary quit;
- b) Discharge which is not reversed through the grievance procedure;
- c) Absent for three (3) consecutive working days without notifying the employer; the employer may, however, make exceptions to this rule.
- d) Failure to return when recalled from a layoff;
- e) Retirement.

In instances where the employee has been absent three (3) consecutive work days without notifying the employer, the employer shall send written notification to the employee at their last known address that the employee has lost their seniority rights. The employee may appeal such determination through the grievance procedure.

Section 4. Seniority Retention

A bargaining unit member who transfers out of the bargaining unit, will retain accumulated seniority for a period of one year if transferred back into the bargaining unit. There will be no accumulation of seniority while working outside the bargaining unit. Persons who continue to work within the bargaining unit that work outside of the unit on a part-time basis will continue to accumulate seniority. When returning to the bargaining unit an employee may qualify for the positions within the division at the level their seniority allows.

If the employer makes special exceptions as per Article XII, Paragraph (A), Page 13, for the employee on leave, this should also reflect on the person filling the position.

* The employer, may, however, make exceptions to this rule.

Section 5. Seniority of Stewards

A. Notwithstanding their position on the seniority list, stewards, in the event of layoff of any type, shall be continued at work as long as there is a job in their division which they can perform and shall be recalled to work in the event of layoff on the first job open in their unit which they can perform.

However, stewards under this clause shall not request a move to a higher classification under this article.

B. Notwithstanding their position on the seniority list, the Chairman and Chief Steward of the Chapter shall, in the event of a layoff, be continued at work at all times when one or more divisions or fractions thereof are at work, provided they can perform any of the work available.

However, stewards under this clause shall not request a move to a higher classification under this section.

ARTICLE VII Management's Rights

The employer, being the Board of Education of the Holly Area Schools, being a legally constituted body, and governed by the rules and regulations of boards of education of district of the fourth class school district in the State of Michigan, on its own behalf of the electors of said school district, thereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon, invested in it, by the laws and constitution of the State of Michigan, and of the United States. This will include, but not be limited to, the following:

The determination and administration of policy.

The operation of the school.

The management and control of school properties and facilities.

The selection, direction, transfer, promotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific terms of this agreement, but shall not be in conflict with this agreement.

ARTICLE VIII

Discipline, Suspension and Discharge of Employees

- A. Discipline involving loss of wages will be discussed with the employee who may have a union representative present.
- B. Suspension - the union (Chapter Chairperson) and the employee will be given written notice of suspension. This written notice of suspension shall state the reason for same.
- C. Should the discharged, suspended, or disciplined employee consider the action to be improper, a grievance shall be presented in writing through the steward to the supervisor within two (2) regularly scheduled working days after receiving the notification. If the decision is not satisfactory to the union, the matter shall be referred to Step 3 of the grievance procedure.
- D. Use of past records. In imposing any discipline on a current charge, the employer will not take into account any prior infractions of a minor nature which occurred more than three (3) years previously.

When an employee is disciplined, the employer shall state the reason in writing and review the corrective actions that must be taken in a private conference.

Employees who have been required by the employer to file a second application for employment will not be disciplined because of inadvertent errors or mistakes on this application.

Written statements of this nature shall become a part of the employee's personnel file, with a copy to the employee.

ARTICLE IX

Layoff and Recall

- A. The word "layoff" means the reduction in the working force due to a decrease in work, reduction in operating funds, decrease in student enrollment or reduction in hours.

The word "recall" means increasing the working force after a layoff.

- B. Layoff Procedure

Layoff will be on a division basis and within the division according to classification. The probationary employees within the division and specific classification will be laid off first. Following probationary and all non-seniority employee layoff, the next to be laid off will be the person with the lowest seniority. The person within the division and classification who has the most seniority will be the last to be laid off, providing he is capable of performing the work.

If the layoff is for more than two years, the employer is not required to recall this employee.

Any seniority employee affected by a layoff shall be able, by virtue of his seniority, to move into any equal or lower classification where his seniority will allow.

Probationary employees who are laid off and later recalled will receive credit for the days worked, providing the layoff period is not longer than the days worked.

- C. Permanent Layoff

Seven (7) calendar days' notice will be given by the employer. The Chapter Chairman will receive a list of employees being laid off.

- D. Recall Procedure

When a working force is increased after layoff, employees will be recalled according to division and classification needs by seniority (if capable of performing the work available). The employer will recall by sending a certified or registered letter to the employee's last known address. The employee must report his intention to return to work in writing within 24 hours after receipt of the employer's recall notice and must be available to report to work within 5 days after receipt of the recall notice. Failure to answer the employer's recall notice within 24 hours, or if he fails to report within 5 days after filing his intent, he shall be considered a voluntary resignation.

E. Bumping Caused By Layoff

When union members are affected by layoff, union members will be permitted to bump horizontally in their pay scale within their division, or vertically to a lower pay scale, but will not be permitted to bump into a higher pay scale.

F. Voluntary Layoff

During a layoff period, requests for voluntary layoffs will be considered and, if they are granted, the employee understands they must return back to work when called back or they will terminate their employment with the district.

**ARTICLE X
Grievance Procedure**

Grievance definition - A grievance shall mean a claimed violation of a specific article or sub-section of this contract, involving its interpretation or application. If at least one specific article or subsection is not listed in the written grievance, the grievance shall be invalid and no action will be required by the employer.

Grievances not initiated within 15 work days after the occurrence or first knowledge, or if a grievance is not carried to the next step within five work days after the answer is given to the previous step, the grievance shall be considered dropped and no further recourse shall be allowed.

Step 1.

Step 1 of the grievance procedure shall be an informal meeting between the supervisor and the person with the alleged grievance and the union steward, if requested by the employee. This first step of the grievance procedure shall take place within 15 work days of the occurrence or first knowledge of the incident leading to the grievance.

Step 2.

The grievance, if not resolved at Step 1, will be submitted to the immediate supervisor in writing, who will have five work days in which to answer the grievance. Copies of the supervisor's answer to the grievance will be placed in writing and a copy sent to the employee with the alleged grievance and the union division steward.

Step 3.

If the grievance is not resolved to the satisfaction of the union or employee, a copy of the written grievance shall be sent to the superintendent or his designee. The superintendent shall

have a five work day period in which to answer the grievance.

3A.

If the answer is not satisfactory to union or employee, the superintendent of schools shall hold a meeting of the persons concerned with the grievance, the union, the building principal, and himself, to study the problem. The superintendent will then render his decision within five work days after this meeting. This decision shall be in writing, with copies to all parties concerned.

Step 4.

If answer is not satisfactory to the union or employee at step 3A, a copy of the written recommendation shall be sent to the Board of Education through the superintendent of schools, who will place it on the board's agenda. The Board of Education shall have the option of having a committee meet to hear the grievance and make a recommendation to the full board. The Board of Education will render a decision within eight work days after the next regularly scheduled Board of Education meeting. This decision shall be placed in writing and a copy mailed to the union chapter chairman.

The Board may choose to delete this step and proceed immediately to Step 5.

Step 5.

- A. In the event the grievance is not settled in Step 4 either the school Board or the union shall have the right to appeal the dispute to Arbitration by giving the other party a written notice of intent within thirty (30) calendar days from receipt of the answer in Step 4.
- B. The arbitrator shall be empowered except as listed below to investigate and make a decision in cases of alleged violation of specific articles and sections of this agreement.
 - 1. If the Board contests the arbitrability of a grievance, the arbitrator must first rule on this point prior to hearing the grievance.
 - 2. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 3. He shall have no power to change salary scales or change any salary.
 - 4. If there has been no monetary loss, the arbitrator cannot award monetary damages.

5. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties unless by mutual consent.
6. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree the judgment thereon may be entered in any court of competent jurisdiction.
7. The fees and expenses of the arbitrator shall be shared equally by the school district and the union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. The arbitrator must deal only with the grievance that is being presented.
9. No award shall be made retroactive prior to the time when the grievance was filed.
10. The arbitrator will not render any decision which would require or permit an action in violation of the Michigan School Law.
11. The arbitrator shall have no power to change any practice, policy or rule of the school district nor to substitute his judgment for that of the school district.

His powers shall be limited to deciding whether the school district has violated the express articles or sections of this agreement, and shall not imply obligations and conditions binding upon the school district from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the school district.

He shall have no power to decide any questions which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

Step 6.

If the employer has a grievance to file, it shall be filed with the Chapter of the local union. The Chapter Chairperson will have five days in which to answer the grievance. If it is unresolved in this written answer, it will revert to the above step.

Items relating to grievances

1. Grievances may be dropped at any time or any step of the grievance by the person or persons who were allegedly aggrieved. Any time limits under this procedure may be extended by mutual agreement between the employer and union or employee.

ARTICLE XI Transfers

A transfer is a lateral change within a salary classification within a division where there is an opening and there is no additional compensation.

A. Temporary Transfers

The employer shall not be prevented from making transfers within a division if necessary to fill a temporary vacancy caused by leaves of absence, vacations, resignations, discharges, etc. Temporary transfers shall be limited to 30 (thirty) calendar days, except for transfers to fill in for medical leaves. Such transfers shall have no time limits.

B. Shift or Location Transfers

An employee may request a transfer to a vacant position (within his classification) by filing in writing during the posting period. The employee who meets the job requirements for the position will be given consideration. If all other factors are equal, the seniority employee will be awarded the position.

- C. The employer may transfer an employee who was not within the bargaining unit into the bargaining unit, providing there is an open job within the bargaining unit which has been posted as provided elsewhere in this agreement, and the job has not been filled, provided such employee shall start earning seniority from the date he is transferred into the unit.

- D. If an employee is transferred to a position not in the bargaining unit, and is thereafter transferred back again by either the employer or by his own volition, he shall not lose the seniority accumulated prior to the transfer out of the unit.

- E. It is recognized that upon occasion the transfer of an employee may be to the mutual benefit of the employer and the employee.

The employer will transfer only for good cause and will make the reason for transfer known to the union and employee.

The union or the employee may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons.

Affected employees shall not suffer a loss of hours, pay or benefits as a result of said transfer.

ARTICLE XII

Leave of Absence

- A. An employer may grant a personal leave of absence without pay for a period not to exceed one (1) year. The person on leave shall not lose seniority or accumulate seniority during his absence.

An employee granted a personal leave of up to thirty (30) days shall have his position filled by a substitute, and be able to return to his position and accumulate seniority during his absence. (Exception may be made by the employer under unusual circumstances).

An employee returning from a leave of absence of thirty-one (31) days or more shall be placed in the first open position for which he is qualified to perform.

- B. Sick (health) leave shall be granted by the employer, when certified by a qualified medical doctor, up to a maximum of one (1) year. A person on sick leave shall accumulate seniority during his absence. Thirty days prior to the end of such leave, the employee shall give written notice to the employer of his intention to either return or resign. An employee returning to work shall be accompanied by a statement from a medical doctor certifying that the employee is physically able to return to work at full capacity. Upon written request, such leave may be extended up to one year at the sole discretion of the employer. Denial of a request for an extension shall not be grievable.

In no case shall the employer be required to re-employ any employee who is physically or mentally incapable of performing the duties of his position. However, personnel with limited physical capacities shall be employed in a lesser position, if such position is available.

Employees on a medical leave shall return to their regular positions.* A person filling a position of a person on medical leave shall be considered a substitute. Benefits will continue up to 4 months or 120 days or until accumulated leave days are used.

* Drivers who take a medical leave and return during the same school year shall return to regular runs. If the driver does not return before the bidding of runs, (usually two weeks prior to the opening of school), the run shall be considered open and up for bid. The driver returning from sick leave shall replace the least senior driver who shall then take a substitute position.

C. Maternity Leave

The Board of Education will comply with applicable State and Federal laws in regard to maternity leave.

All employees granted leave will be notified in writing by the employer.

Leaves will begin when a physician indicates that they are no longer able to perform their work.

If an employee is not granted a leave or fails to notify the employer of her intent to return, she shall be considered a voluntary quit and will lose all seniority and benefits.

D. The Board of Education will administer the Federal Family and Medical Leave Act consistent with the guidelines.

E. Military Leave

If an employee is on military leave, the employer will follow statutory obligations in reference to military leave.

F. Union Leave

The employer shall grant a leave of absence without pay to a union member who is elected or appointed a full-time union office. Such requests must be in writing and shall not exceed a period of two (2) years. Upon written request the employer shall grant additional two (2) year extensions of such leave. The employee on leave shall not lose seniority nor accumulate seniority during his absence.

An employee granted a personal leave of up to thirty (30) days shall have his position filled by a substitute and be able to return to his position and accumulate seniority during his absence. (Exceptions may be made by the employer under unusual circumstances).

An employee returning from a leave of absence of thirty-one (31) days or more shall be placed in the first open position for which he is qualified to perform.

Leave for elected delegates will be granted for a maximum of five (5) days, without pay, upon two (2) weeks' notice, for the purpose of attending union conventions.

ARTICLE XIII

Union Bulletin Boards

The employer will provide a bulletin board in each area which may be used by the union for posting notices of the following types: (1) notices of recreational and social events, (2) notices of elections, (3) notice of result of elections, (4) notice of meetings. The bulletin board shall not be used by the union for disseminating propaganda, and, among other things, shall not be used by the union for posting or distributing pamphlets of political matters. The union shall have the exclusive right to the use of these bulletin boards.

ARTICLE XIV

Retirement

All public school employees are members of the Michigan Public School Employees Retirement System and are eligible for retirement benefits after the guidelines of the Act are met.

ARTICLE XV

Workers' Compensation

A. Any employee who is eligible for benefits under the Michigan Workers' Compensation Act as a result of injury incurred in the performance of his or her job shall receive pay as follows:

1. During the first seven (7) days the school shall pay the employee his or her basic rate, provided that this period of time is not paid under workers' compensation.
2. In addition to the workers' compensation benefits, the employer will permit the employee to make up the difference between these benefits and the weekly basic pay by using accumulated sick days until they are used, or a maximum of one year, whichever occurs first. Accumulated sick days will be considered as days paid at the basic daily rate at the time of injury. Once the leave days are used the employees will receive only those benefits as provided by the insurance carrier. Example:

If an employee's hourly rate is \$5.00 per hour and works 40 regular hours per week, his daily rate would be \$40.00. If the employee has an unused accumulation of ten (10) sick days, a bank of four hundred dollars (\$400.00) could be used to make up the difference in pay. After the four hundred dollars was used, the pay would revert to only the amount received under the Michigan Worker's Compensation Program. If Workers' Compensation paid thirty-two dollars per day, eight dollars per day would be paid from the available bank.

3. To insure eligibility for workers' compensation employees must report injury to the immediate supervisor or designee as soon as possible.
- B. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and, if he or she is required to report back during working hours to the doctor, he or she will be paid for the lost time.
- C. The union will conform to State Workers' Compensation laws as may be revised by state statutes during the term of this Agreement.

ARTICLE XVI

Jury Duty

Any employee who is summoned for jury duty examination and investigation must notify the school business office within 72 hours of receipt of such notice. If an employee who has completed his probationary period is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his normal week's pay.

The employee must provide the employer a statement from the court indicating the days that he had worked. Employees must report to work on days his presence is not required, or if he can still work a portion of his shift after he is dismissed.

ARTICLE XVII

Rates for New Jobs

When a new job is established not within an existing category, the employer shall establish an initial rate structure for such a position. If the Union disagrees with such rate structure following written notification of the employer, the Union may request bargaining as it related to such a position within fourteen (14) calendar days of notification of the new position.

ARTICLE XVIII

Contracting

The employer will not be prevented by this Agreement from prime contracting or sub-contracting jobs or services. The employer agrees that employee's work should be contracted only as a last resort, and only if forced to do so because of cost consideration. In any event, the employer shall fill any vacancies with employees who may be affected by such action.

The employer is required to supply any contractor with the names and qualifications of any employee(s) displaced by sub-contracting and to encourage the contractor to hire these employees before hiring others.

ARTICLE XIX

Promotions

- A. A promotion is an upward change in an open job classification within the bargaining unit which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay.
- B. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, or whenever a new job is created, the employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) working days. Employees wishing to bid shall do so in writing within the posting period. The Employer will notify the Union upon request on the status of filling vacant positions.
- C. Promotions will be based upon ability to do the specific job and seniority. All other conditions being equal, a seniority employee shall be given preference. In the event the seniority applicant is denied the promotion, reasons for denial shall be given in writing to the employee.

If the seniority employee bidding is denied the promotion, he shall be allowed to file a grievance to prove his ability is equal to, or superior to, the successful bidder.

- D. The person receiving the promotion shall have a four (4) week trial period, during which the employee shall have the opportunity to revert back to his former classification and a letter of explanation shall be submitted to the employer. If the employee is unsatisfactory in the position, he will be returned to his former or similar position, and reasons shall be submitted to the employee in writing with a copy to the union. The matter then may become subject to the grievance procedure. His salary shall revert to the classification from which he was promoted.
- E. During the trial period, the employee will receive the rate of the job he is performing.
- F. When an employee is required to work above his or her classification they will be paid the rate they would receive if they were promoted to that classification. A temporary assignment is interpreted to be less than one (1) week. If an employee temporarily works below his classification, he shall receive his regular classification pay.
- G. An employee who is promoted during his probationary period shall be considered to have satisfactorily completed his probationary period in the classification from which he has been promoted.

- H. Effective upon ratification, employees promoted to a higher classification will not suffer a reduction in wages as a result of such promotion.

ARTICLE XX Supplemental Agreements

All supplemental agreements shall be subject to ratification by employer and the local union. Ratification by both parties is mandatory.

ARTICLE XXI Contrary to Law

This agreement is subject to all respects to the laws of the State of Michigan, and in the event that any provision of this agreement shall at any time be held to be contrary to law by court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. In this event the parties shall meet in an effort to negotiate the voided provision. However, all the other provisions of this agreement shall continue in effect.

ARTICLE XXII Special Conferences

Special conferences of important matters of mutual interest to the employer and the union may be arranged between the local president and his designated representative. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up in special conferences shall be confined to those included in the agenda.

ARTICLE XXIII Supersedence of Policy

This agreement will supersede any rules, regulations or practices which shall be contrary to or inconsistent with this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.

ARTICLE XXIV Safety

The employee shall report to his immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation where there is a question as to whether the equipment or condition is unsafe. The Chapter Chairman and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged

unsafe condition, equipment or situation.

If there is a disagreement concerning the unsafe equipment or condition, the employee will not use the equipment or perform duties under the condition unless so directed by his immediate supervisor.

ARTICLE XXV

Job Description

The employer will furnish the union with job descriptions within 30 days after ratification.

ARTICLE XXVI

Complete Agreement

This Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified in any way except through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

ARTICLE XXVII

Health Article

If a medical examination is required by the employer, it will be performed by the employee's own doctor. The employer will reimburse the employee upon delivery of an invoice, up to a twenty dollar limit. If the employer requests a second opinion, the employer will send the employee to a doctor appointed by the administration and the district will be responsible for the total cost.

The tuberculin test or x-ray (if required) will be performed by an employer-designated physician or clinic. Cost of the test or x-ray will be paid by the employer.

ARTICLE XXVIII

Act of God Days

The Board or its designated representative shall make final determination with respect to school closing. State law requires public school districts to be in session for 180 days each school year. The Holly Area School District will be required to make up any days that are missed by students beyond two (2) Act of God days per year. (An Act of God being defined as those occurrences named in Administrative Rules R340.11 and R340.12.) Employees who are employed for the full school year will be guaranteed pay for 179 days in 1995/96 and 178 days in 1996/97 and 1997/98. In 1995/96 the first Act of God day will be a paid day and any additional Act of God days in 1995/96 will not be paid days. In 1996/97 and 1997/98 Act of God days will not be paid days.

If workers show up for work before school is called off, they will receive a minimum call-in of two (2) hours for that day.

ARTICLE XXIX

Discrimination Prohibited

The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance. Sexual or racial harassment is also prohibited as part of the Labor Agreement and failure to comply with such requirements may give rise to disciplinary action up to and including discharge.

ARTICLE XXX

Vacations

A. Eligibility

The following people are eligible for vacations provided they work a regular 40 hour week twelve months of a year.

1. Custodians
2. Mechanics
3. Maintenance, grounds and warehouse
4. Cafeteria truck driver

B. Vacation allowance

1. Two weeks after one year's employment. Prorated for less than one full year.
2. Three weeks after five year's of employment.

C. Computation Calendar

1. Vacations are computed based upon a July 1st to June 30th base period.
2. Vacations are awarded the 1st payroll in July, based upon days earned for the prior year. Vacation days will be updated on this paycheck.

D. When vacation may be taken.

1. All vacations must have prior approval before vacations are taken.
2. Two weeks of a vacation shall be taken during the days when school is not in session during the summer months. If an employee is eligible for a third week, it shall be taken during the school year at a time mutually agreeable with the building principal or supervisor.
3. Employees are required to use their vacation days and must use them within one year after the July 1st date. Earned vacation will not accumulate from year to year.
4. Upon retirement an employee may chose to use his earned vacation at the end of his employment.

E. Vacation pay

1. Vacation pay is based upon the regular hours worked.
2. Pay is made during the regular pay period as though the employee is working during his vacation.

ARTICLE XXXI

Benefits

A. Insurance

Insurance caps on premiums for health, dental and vision will be:

95/96 Employee pays (payroll deduction) all insurance cost over 3% of 94/95 base.

96/97 Employee pays (payroll deduction) all insurance cost over 6% of 94/95 base.

97/98 Employee pays (payroll deduction) all insurance cost over 9% of 94/95 base.

Life Insurance

1. Bus drivers - \$8,000
Less than 18 hrs/wk \$7,000
2. Mechanics - \$13,000
3. Custodial - \$13,000

4. Grounds and building maintenance - \$13,000
5. Cafeteria - \$8,000
Less than 18 hrs/wk \$7,000

Health

The Board of Education shall provide Blue Cross-Blue Shield 4.0 Plan or equivalent for all twelve (12) month employees working 40 hours per week and all ten (10) month employees working at least 25 hours per week who have completed their probationary period. Current ten (10) month employees working 19 hours or more and enrolled in the 4.0 plan will have their benefits continued.

Dental

For 40 hour per week mechanics, custodians and maintenance personnel who have completed their probationary period, 80/80/80 Delta Dental Plan or equivalent will be offered.

Optical

For 40 hour per week mechanics, custodians and maintenance personnel who have completed their probationary period, VSP3 or equivalent Vision coverage will be offered.

LTD

Effective January 1, 1989 twelve (12) month employees working 40 hours per week will be provided LTD equal to 60% of their salary up to a maximum of \$1,500 per month with a 180 work day waiting period.

It is understood that any member of the bargaining unit covered by, or eligible for any other employer paid group health and hospitalization, dental, or optical policy equal to or better than Holly Schools is not eligible for the above coverages.

If an employee qualifies for coverage the insurance will be provided for the employee only.

For clarification, employees are covered for health insurance as follows:

1. Employees currently covered by Holly Area Schools insurance will continue to be covered, so long as their status is unchanged;
2. Employees covered by a family member's insurance which is lesser than Holly Area Schools insurance, may opt to cover themselves only, by Holly Area Schools insurance.
3. Employees covered by a family member's insurance which is equal to or better

than Holly Area Schools insurance, are not eligible for coverage.

4. Employees and family members not covered by insurance are eligible for up to full family coverage.

It is understood that employees means those who work at least 10 months and 25 hours per week, except as covered above.

By signing the application for insurance, the employee is certifying that he/she is eligible for insurance and is not covered or eligible for coverage under any other employer paid group health and hospitalization, dental or optical policy.

Any member with double insurance coverage on him/herself or any family member shall reimburse the Board for the cost of their entire insurance coverage for the length of the school year when discovered. If an employee fails to voluntarily reimburse the Board upon notification, payroll deduction, pursuant to MCLA 408.477, shall be instituted. The percentages of such payroll deductions shall be consistent with the procedure set forth under the garnishment statutes of the State of Michigan.

The Board of Education shall have the authority to award the contract for life, health, dental or optical insurance to the companies offering the lowest cost to the district provided they are equal to or better than the current carrier.

The failure of an insurance company to provide any of the benefits for which it was contracted for shall not be subject to the grievance procedure.

Options

Cafeteria and bus drivers only are provided in their wage from November 1, 1985, through October 31, 1986, five cents (\$.05) per hour which may be used for Fort Dearborn STD, LTD, life insurance or they may opt to keep it as wages. Beginning November 1, 1986, an additional two cents (\$.02) will be added to the base wage.

B. Holidays

Employees shall be required to work the work days prior to and immediately following the holiday in order to receive holiday pay. Approved leave shall constitute a day worked. Sick days will be considered as approved leave providing that the illness is verified by a medical doctor.

1. **Bus drivers and cafeteria employees. Paid on a prorated basis for employees working 18 hours or more per week.**

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

Employees working 19 hours or more per week will be eligible for two (2) additional leave days.

Christmas Eve Day
New Year's Eve Day

Paid leave for persons working less than 18 hours per week. (Cafeteria only).

Christmas Day
Thanksgiving (Beginning with the 1990-91 School Year)

2. **Mechanics, Custodians, Maintenance Workers**

Labor Day	Fourth of July
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	December 31st
Christmas Day	Memorial Day
Christmas Eve Day	Good Friday

C. Sick Leave

1. **Bus drivers and cafeteria employees.**

Eleven (11) sick days per year with an accumulation of unused days.

2. **Mechanics, custodians and maintenance employees.**

Twelve (12) sick days per year with an accumulation of unused days, up to a maximum of 180 days.

D. Business Days and Personal Business Day

Business Days

1. **Bus drivers and cafeteria employees will be allocated one (1) business day per year. Two (2) days are allocated for mechanics, custodians and maintenance employees.**

- a. Business days should be used for medical or legal reasons where the employee's presence is required and it cannot be scheduled on a day other than a work day. When the business day is requested for legal reasons, no pay will be given when the legal action is initiated by the employee against the school district.
- b. The superintendent will grant an employee time off providing a written request specifying the reason is received three (3) school days in advance by the transportation supervisor, except that in emergencies, when shorter notice will be accepted.

Personal Business Day

2. Bus drivers, cafeteria, mechanics, custodians and maintenance employees will be allocated one (1) personal business day per year.

- a. A personal business day shall be defined to include important, personal activities which cannot be scheduled outside of regular school hours. Examples are weddings, graduations, parent's 50th wedding anniversary, children's special events, etc.
- b. Personal business days shall not be allowed for the following type activities: recreational activities, social functions, shopping, vacations, or pursuit of vocational or avocational activities, etc.
- c. The employee will deliver a written request to the building principal or supervisor specifying the general reason at least three (3) days in advance.
- d. Employees may use one (1) day per year, provided it does not immediately precede or follow periods on the school calendar designated as holidays or vacation days.
- e. Not more than two (2%) percent of the total union membership will be excused on a given day and the date the request is received by the assistant superintendent will determine priority.
- f. The assistant superintendent may grant exceptions due to special circumstances, at the assistant superintendent's sole discretion.

E. Funeral Leave

All classifications will be granted up to three (3) days per death of a member of the immediate family or in-laws of the same relationship. Specifically, father, mother, sister, brother, grandfather, grandmother, wife, husband, or children (son or daughter) or grandchildren.

These days are not deducted from sick leave days. Included are family members of a step relationship. Two additional days of leave will be granted when the employee is required to travel in excess of 250 miles (one-way). Employees may be granted one day without pay to attend the funeral of any person not listed in this section. Proof of attendance will be required.

F. Employer provided uniforms

1. Bus drivers

The employer will purchase one (1) jacket for drivers, which will be replaced on a wear and tear basis. The employee will maintain these jackets. A committee of union and management will select the jackets. These jackets are property of the school district.

2. Mechanics

The employer will supply laundered uniforms for the mechanics.

3. Custodial and Maintenance

The employer will supply three (3) purchased uniforms except beginning November 1, 1986, the employer will provide four (4) purchased uniforms. These will be replaced as needed. Uniform needs will be reviewed by July 1st of each year and replaced by September 1st of the same year.

4. Cafeteria

Cafeteria employees will be allowed to wear appropriate pantsuit uniforms in their choice of colors. An allowance of \$50.00 per year will be provided by the employer.

G. Compensation

1. Overtime

Time and one-half is to be paid for all hours over eight (8) per day or forty (40) hours per week, with no pyramiding and for all work performed on Saturday and Sunday. Double time will be paid if the employee works on a contractual paid holiday.

Overtime hours are to be authorized by the immediate supervisor.

Paid leaves will be counted as hours worked for overtime purposes.

2. Minimum call in

- a. Custodial, maintenance, mechanics, and cafeteria employees who are called back to work after they have gone home will be guaranteed two (2) hours call in pay at time and one-half, or the agreed upon premium rate for holidays if worked.
- b. Drivers. Minimum call in shall be two (2) hours exclusive of shuttle runs. The minimum call in shall apply to short session days when the middle school is the only school in session.

3. Steps on the salary scales (increments).

If the anniversary date of employment occurs six months or more prior to November 1st, the employee will receive a full increment according to his years of experience. If the employee's anniversary of employment is less than six months prior to November 1st, he will receive his increment the following year.

H. Special Conferences

Special conferences or meetings called by the employer will be paid at the employee's regular rate for all time spent in such meetings.

I. Forty hour week - this is interpreted as five (5) eight hour days, Monday through Friday.

J. Tool Allowances, Replacement

1. Mechanics, Grounds and Building Maintenance.

- a. Tool allowance of \$125.00 per contract year will be provided to mechanics by the employer, when proof of purchase is provided to the business office.
- b. Maintenance and grounds employees must possess and maintain their own tools. A yearly allowance of \$50.00 will be paid.
- c. The employee will prepare in duplicate an inventory of his tools with their purchase price, or estimated purchase price, if no bill of sale is available.

- (1) This inventory is to be given to the employee's supervisor who will keep one copy and sign and date the duplicate for the employee.

(2) If the tools are stolen as a result of breaking and entering on school property, the employee is to report the theft to the police department and the employee is to submit a copy of this report to the employer. The employer will expedite the replacement of such stolen tools. In the event of a fire which destroys or badly damages the employee's tools, the employer will also replace them.

(3) If the tools are stolen or destroyed and not on school property the employee will seek reimbursement from their own insurance carrier.

K. **Retirement.** Persons who retire under the Michigan Public School Employees Retirement Plan will be paid \$20.00 per unused sick leave day up to a maximum of 180 days.

L. **Unemployment.** In the event that an employee receives unemployment for any day or days during a recess period*, he/she shall have an equal amount deducted from the first check(s) they receive when they return to work.

*Including but not limited to the following: Thanksgiving, Christmas, Easter, Memorial Day, Fourth of July, Labor Day, winter break, spring recess and summer recess.

ARTICLE XXXII
Duration of Agreement

This contract shall be in effect as of November 1, 1995, and shall remain in force and effect until October 31, 1998.

Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification or a new contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their authorized representatives this day and year first mentioned above.

American Federation of State,
County & Municipal Employees
Union, Council 25 & its
Affiliated Local Union 202

Board of Education
Holly Area Schools

Ellen Keith

Signature

M. J. Sheppard

Signature

Theresa J. Brown

Signature

Julie A. Hughes

Signature

Gona Koen

Signature

Pamela K. Budgett

MASTER AGREEMENT
APPENDIX A
TRANSPORTATION

BUS DRIVERS

1. Field trips shall be posted before each trip and shall be rotated on the basis of seniority starting at the top of the list. Normally, field trips will be assigned no less than twenty-four (24) hours in advance.
2. Drivers paid - one run = one hour
kindergarten runs = one hour

Fifteen (15) minutes a.m. and p.m. allowed for warm-up time.

Definition of warm-up (show-up time)

Responsibilities as designated by the transportation supervisor, twelve minutes prior to scheduled departure and three minutes after bus is parked A.M. and P.M. will be allowed. A total of 15 minutes will be recorded by the transportation supervisor for A.M. and P.M. warm-up time. Kindergarten drivers will be allowed five minutes prior to scheduled departure and five minutes after bus is parked when they are required to use a different bus.

3. Definitions: Driving time for field trips.

Driving Time - The clock hours or portion thereof that a bus driver is behind the wheel of the vehicle, actively engaged in control of the bus.

4. All drivers returning to work at the beginning of the school year will be temporarily assigned to the same run(s) that they were assigned for the prior year, provided that the run is still required by the employer.

Twenty five school attendance days from the beginning of the school year shall pass before bidding for runs will take place on the twenty sixth day. At this time bidding will take place on all employer authorized runs. This bidding will occur at a time and place announced by the transportation supervisor or a designee.

Drivers will be paid for this meeting provided that they are in attendance for the entire meeting. Persons on approved sick leaves of less than ten working days, may bid for runs in writing, provided that the bid is received prior to the beginning of the meeting. The employer will be allowed five working days to implement the results of the bidding process. Kindergarten runs will be bid during the week prior to school opening and shall be rebid on the 26th school attendance day.

Kindergarten sub drivers will be allowed to pick daily. However, when a driver will be absent for more than one day, with prior notice, the same sub driver will be assigned to the run for the duration of the regular driver's absence. All bids will be awarded on a seniority basis.

5. Drivers may bid for vacancies on a seniority basis but shall be limited to one move each year.
6. You are required prior to the start of school to re-evaluate the routes and to physically drive it to make yourself aware of all stops and to see if any stops need to be adjusted. For this and preparing your run sheets you will be paid three (3) hours at regular rate.
7. Drivers are required to comply with the driver's handbook. (Handbook shall not conflict with contract).
8. Pass to Holly home games upon request. Pass must be returned after each use. Tournament passes are not included.
9. Overnight trips will be paid the regular driving rate for driving time.
10. Drivers making after dark field trips or extended distant field trips (Example - Holland) may have a pre-approved responsible adult ride the bus provided they have registered with the transportation supervisor prior to leaving. In order for the pre-approved adult(s) to ride the bus they must have permission in writing from the transportation supervisor and present it to the driver prior to the start of the trip. The transportation supervisor will assign a specific responsibility to this person so they will qualify to be covered by insurance. If they do not qualify for insurance they cannot ride the bus. They will not be entitled to wages or benefits for their assignment
11. If any field trip is cancelled by the Board and the driver cannot drive her regular run, she shall be paid the rate of her regular run.
12. The employer will reimburse drivers for license and certification. However retesting, unless passed by the employee, will be at the employee's expense.
13. Regular rate of pay for employer called meetings, or special conferences.
14. Hourly rate for required training programs - \$6.15. All training programs, in-service or related employer called meetings will be mandatory. The employee will be notified five work days prior to the meeting.
15. Advances for gas and lodging will be provided upon request for bus drivers who are directed to take students on field trips. The employee is required to submit a travel voucher upon his or her return and to reimburse the employer if the advance exceeds his or her expenditures.

16. Washing buses - the employer will assign the washing of buses, except for safety requirements to other district employees.
17. Holly bus drivers will be given first priority for summer work involving driving of school buses owned by the Holly Area Schools, i.e. football and band camps. Summer work shall be of a non-continuous nature which shall not qualify employees for unemployment benefits. Non-district owned vehicles shall be exempt from the above provisions.
18. The transportation supervisor or a designee will manage the extra runs in the following manner:
 - a. You must have completed your probationary period and be a regular driver to be eligible for extra runs.
 - b. Runs will be posted one week in advance on Tuesday of each week and chosen on Wednesday at 9:05 a.m. whenever possible.
 - c. You must be present to choose a run unless one of the following exceptions applies:
 - (1) you are driving a school owned vehicle
 - (2) you have a medical emergency in your immediate family
 - (3) you must attend a funeral
 - (4) you are at home ill, in which case you must call in and request a run (you will not be called)
 - (5) legal commitment beyond your control
 - d. Runs will be chosen on a seniority basis at the beginning of the school year, after which they will be chosen on a rotation basis.
 - e. If you do not want a run, or if you are not present when runs are chosen, you will be bypassed.
 - f. Spontaneous runs are runs that go out within 24 hours and are assigned by the supervisor. When possible and time permits, the Transportation Supervisor will fill these runs by rotation. If it is necessary for the supervisor to assign the trip outside of the rotation schedule, the driver selected will retain their position in the rotation and that trip will be considered as a bonus.
 - g. When an extra run comes in after the runs are chosen on Wednesday, the next person in line will be asked until the run is filled.

- h. Probationary drivers and subs may take extra runs if the run has been refused by all the regular drivers.
 - i. If you want summer runs you must leave your name with management at the end of the school year. Rotation will continue through the summer and you will be notified as far in advance as possible when your name comes up.
 - j. If you give up a run that you have chosen you will be bypassed the next time your name is up not including the run you gave up, except for the following reasons:
 - (1) You become sick.
 - (2) You are required to be at a management or union meeting.
 - (3) You are on an approved leave.
19. Drivers shall not be required to double up on runs if substitute drivers are available.
20. In the event that a driver's regular run(s) or trips are cancelled for any reason the driver may be reassigned to perform other work as designated by the immediate supervisor or a designee.
21. Regular or probationary drivers can elect to drive Senior Citizen trips during the summer with a waiver of salary. The Union will encourage drivers to volunteer for trips.

MECHANICS

1. Mechanic's School and Bus Driver Education School

Mechanic	\$6.71
Asst. Mechanic	\$6.35
Mechanic's Helper	\$4.92

2. Act of God days as defined in the State Aid Act. Must report to work if at all possible. The employer will pay one and one-half the regular hourly rate if the employee works. If the employee is unable to report to work, he/she may use a leave day. If the employee has no sick leave days, he will not be paid.

**APPENDIX B
CUSTODIAL**

1. **Building Checks - 3/4 hour per check at one and one-half pay at hourly rate or the agreed upon premium rate for holidays, if worked. If building checks are required, they should be at varied times, but should not be just prior to or after the normal work day. These checks should be performed at a time that would allow maintenance or repairs to take place prior to the normal opening time of the building.**
2. **The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12 noon. The second shift is any shift that regularly starts on or after 12 noon but before 6:00 p.m. The third shift is any shift that regularly starts after 6:00 p.m. but before 5:00 a.m.**
3. **Act of God days as defined in the State Aid Act. Must report to work if at all possible. The employer will pay one and one-half the regular hourly rate if the employee works. If the employee is unable to report to work, he/she may use a leave day. If the employee has no such leave days, he will not be paid.**
4. **Overtime hours are to be authorized by the immediate supervisor, and the head custodian will assign overtime in such a manner that it will be equalized within each building. Head custodians for each building will record the overtime of custodians and shall be posted in each building.**

APPENDIX C
GROUND AND BUILDING MAINTENANCE

1. The warehouse person, or a person mutually agreed upon by the employer and union, will keep the overtime records for the maintenance staff.
2. The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12 noon. The second shift is any shift that regularly starts on or after 12 noon but before 6:00 p.m. The third shift is any shift that regularly starts after 6:00 p.m. but before 5:00 a.m.
3. Building Checks - 3/4 hour per check at one and one-half pay at hourly rate or the agreed upon premium rate for holidays, if worked.
4. Act of God days as defined in the State Aid Act. Must report to work if at all possible. The employer will pay one and one-half the regular hourly rate if the employee works. If the employee is unable to report to work, he/she may use a leave day. If the employee has no such leave days, he will not be paid.

**APPENDIX D
CAFETERIA**

1. Extra work given by seniority before a substitute is called.
2. The cafeteria supervisor will work in emergencies only.
3. Cooks or helpers working nights for open houses, etc., will have a minimum call in of two (2) hours, plus 15 minutes for clean up at the agreed upon appropriate premium rate.
4. The cafeteria supervisor will assign all extra work. Extra work will be given on a rotating basis with the highest seniority employees starting the initial rotation. Thereafter, the list shall rotate, offering each seniority employee an opportunity to work until all seniority employees have been offered the opportunity.

The posting of the extra work chart shall be posted and kept by the cafeteria supervisor or his designee.

5. Hourly rate for required training programs: All training programs, in-service or related employer called meetings within the district will be mandatory and will be limited to a maximum of four, (4) meetings per school year. The employee will be notified five work days prior to the meeting.

Class I Cooks	\$ 3.92	Class II Helpers	\$3.20
	4.07	Cashiers	\$3.38
	3.98		\$3.54
	4.12		\$3.76
Bakers	3.89		

6. If required to work on Act of God days, they will be paid time and one-half for hours they work.
7. A one-half hour non paid duty free lunch break will be provided for employees working six (6) hours per day.

APPENDIX E
RATES OF PAY-ALL CLASSIFICATIONS

	Nov. 1, 1995	Nov. 1, 1996	Nov. 1, 1997
	-	-	-
	Oct. 31, 1996	Oct. 31, 1997	Oct. 31, 1998
<u>Mechanics</u>			
Head Mechanic	\$15.31	\$15.62	\$15.93
Asst. Mechanic	14.55	14.84	15.14
Mechanic III	11.73	11.96	12.20
Mechanic Helper	9.50	9.69	9.88
Probationary employees will receive \$.75 less per hour			
Add \$.15 premium for Second Shift			
<u>Bus Driver</u>			
Probationary	11.25	11.48	11.71
Regular	12.94	13.20	13.46
<u>Grounds, Maintenance & Warehouse</u>			
Probationary	10.59	10.82	11.05
1st year	11.34	11.57	11.80
2nd year	11.82	12.06	12.30
3rd year	12.33	12.58	12.83
4th year	12.81	13.07	13.33
5th year	13.42	13.69	13.96
Add \$.15 premium for Second Shift			
<u>Assistant Grounds Keeper</u>			
Probationary	8.32	8.50	8.69
1st year	9.07	9.25	9.44
2nd year	9.37	9.56	9.75
3rd year	9.60	9.79	9.99
4th year	9.90	10.10	10.30
5th year	10.30	10.51	10.72
Add \$.15 premium for Second Shift			

APPENDIX E
 RATES OF PAY-ALL CLASSIFICATIONS

	Nov. 1, 1995	Nov. 1, 1996	Nov. 1, 1997
	Oct. 31, 1996	Oct. 31, 1997	Oct. 31, 1998
<u>Cafeteria</u>			
Cooks			
Senior High/Senior Citizens			
Probationary	9.28	9.47	9.66
1st year	9.53	9.72	9.91
2nd year	9.84	10.04	10.24
Central Kitchen			
Probationary	9.48	9.67	9.87
1st year	9.73	9.92	10.12
2nd year	10.01	10.21	10.41
Bakers			
Probationary	9.25	9.44	9.63
Baker	9.50	9.69	9.88
Helpers and Cashiers			
Probationary	7.78	7.94	8.10
1st year	8.03	8.19	8.35
2nd year	8.39	8.56	8.73
3rd year	8.78	8.96	9.14
4th year	9.23	9.41	9.60

Crew Leader in Charge of Satellite \$.15 per additional hour while in charge.

	Nov. 1, 1995	Nov. 1, 1996	Nov. 1, 1997
	-	-	-
	Oct. 31, 1996	Oct. 31, 1997	Oct. 31, 1998

Custodians

Class I (Head)

Probationary	11.82	12.07	12.33
1st year	12.57	12.82	13.08
2nd year	12.88	13.14	13.40
3rd year	13.14	13.40	13.67
4th year	13.42	13.69	13.96

Class II Night

Probationary	10.03	10.25	10.47
1st year	10.78	11.00	11.22
2nd year	11.23	11.45	11.68
3rd year	11.75	11.99	12.23
4th year	12.20	12.44	12.69
5th year	12.78	13.04	13.30

Add \$.15 premium for third shift

Class III (Regular day and truck driver)

Probationary	9.66	9.87	10.08
1st year	10.41	10.62	10.83
2nd year	10.92	11.14	11.36
3rd year	11.43	11.66	11.89
4th year	11.90	12.14	12.38
5th year	12.51	12.76	13.02

Class IV (Light Duty)

Probationary	8.20	8.38	8.56
1st year	8.95	9.13	9.31
2nd year	9.23	9.41	9.60
3rd year	9.47	9.66	9.85
4th year	9.75	9.95	10.15
5th year	10.14	10.34	10.55

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**SCHOOL CALENDAR
1995-96**

August 23	First Day For Teachers
August 24	First Day For Students
September 2-4	Labor Day Recess
October 26	End Of First Marking Period
October 27	Teacher Work/Inservice Day No Students
November 23-26	Thanksgiving Recess
December 23 - January 7	Winter Recess
January 12	End Of Second Marking Period
January 15	Teacher Work/Inservice Day No Students
February 12	Teacher Inservice No Students
February 23-27	Winter Break
March 21	End Of Third Marking Period
March 22	Teacher Work/Inservice Day No Students
April 5-14	Spring Recess
May 10	Possible Make-Up Day
May 13	Possible Make-Up Day
May 25-27	Memorial Day Recess
June 12	Last Day For Students
June 13	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that more than two make-up days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

Make-up days will be assigned for the first available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up days in the contract will be used as vacation days.

If a scheduled make-up day is not required, it will be a vacation day.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

187 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	45 Days
2nd Marking Period	43 Days
1st Semester	88 Days
3rd Marking Period	44 Days
4th Marking Period	49 Days
2nd Semester	93 Days

**SCHOOL CALENDAR
1996-97**

August 26	First Day For Teachers
August 27	First Day For Students
August 31 - September 2	Labor Day Recess
October 31	End Of First Marking Period
November 1	Teacher Work/Inservice Day No Students
November 28-December 1	Thanksgiving Recess
December 21 - January 5	Winter Recess
January 17	End Of Second Marking Period
January 20	Teacher Work/Inservice Day No Students
February 10	Teacher Inservice No Students
February 21-24	Winter Break
March 20	End of Third Marking Period
March 21	Teacher Work/Inservice Day No Students
March 28-April 6	Spring Recess
May 12	Possible Make-Up Day
May 24-26	Memorial Day Recess
June 13	Last Day For Students
June 14 or 16	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that more than one make-up day is required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

A make-up day will be assigned for the available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up day in the contract will be used as a vacation day.

If a scheduled make-up day is not required, it will be a vacation day.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

188 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	40 Days
4th Marking Period	52 Days
2nd Semester	92 Days

**SCHOOL CALENDAR
1997-98**

August 25	First Day For Teachers
August 26	First Day For Students
August 30 - September 1	Labor Day Recess
October 30	End Of First Marking Period
October 31	Teacher Work/Inservice Day No Students
November 27-30	Thanksgiving Recess
December 20 - January 4	Winter Recess
January 16	End Of Second Marking Period
January 19	Teacher Work/Inservice Day No Students
February 9	Teacher Inservice No Students
February 20-23	Winter Break
March 26	End Of Third Marking Period
March 27	Teacher Work/Inservice Day No Students
April 10-19	Spring Recess
May 23-25	Memorial Day Recess
June 12	Last Day For Students
June 13 or 15	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that makeup days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

189 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	45 Days
4th Marking Period	48 Days
2nd Semester	93 Days

HOLLY AREA SCHOOLS PUBLIC NOTICE

EQUAL OPPORTUNITY EMPLOYMENT POLICY 4170

The Holly Area Schools' Board of Education complies with all Federal laws and Regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Holly Area Schools Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity which it responsible or for which it receives financial assistance from the U.S. Department of Education.

GRIEVANCE PROCEDURES FOR TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972 TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972 SECTION 504 OF THE REHABILITATION ACT OF 1973 POLICY 4175

SECTION I

If any person believes that the Holly Area School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1971, he/she may bring forward a complaint, which shall be referred to as a grievance to the local Coordinators:

Title VI & IX	Section 504
Joan Balthazor Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431	Janet Stack-Miller Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431

SECTION II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the local Coordinator, who shall in turn investigate the complaint and reply to the complaint in writing within two (2) days. If this reply is not acceptable according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2

If the complainant wishes to appeal the decisions of the Coordinator, he/she may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his receipt of the Superintendent's response in step two (2).

In an attempt to resolve the grievance the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

Step 4

If at this point, the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20201.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Superintendents' office.

