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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

between

**Pinconning Area
Board of Education**
Pinconning, Michigan

and

**United Steelworkers
of America**
AFL-CIO-CLC

June 1, 1987 to June 1, 1990

Local Union No. 7652
Pinconning, Michigan

Pinconning Area Schools

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**AGREEMENT BETWEEN
PINCONNING AREA BOARD OF EDUCATION
AND
UNITED STEELWORKERS OF AMERICA,
AFL - CIO - CLC**

This Agreement between the Board of Education, Pinconning Area Schools, Pinconning, Michigan, hereinafter called the "Board", or "Employer," and the United Steelworkers of America, AFL - CIO - CLC, hereinafter called the "Union."

ARTICLE I

Recognition - Union Security and Check Off

Section 1.1: Recognition; Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts 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 in 1.1a.

Section 1.1a:

"All full-time and regular part-time non-instructional employees of the Pinconning Area Schools including custodial-maintenance, boiler operators, bus drivers, mechanics, cafeteria employees, teacher aides and all clerical employees, hall monitors, special education teacher aides, special education bus aides, excluding supervisory employees, confidential secretaries, noon hour aides, and substitutes."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

Section 1.2: No Discrimination

It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

Section 1.3: No other Organizations

The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than the Union for the duration of this Agreement.

Section 1.4: Union Membership Present Members

Any employee who is a member of the Union in good standing on the effective date of this agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 1.5: Union Membership New Employees

Any employee who on the effective date of this agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 1.5 and provided that on the thirtieth (30th) day after the signing of this agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization form authorizing the deduction of service fees equivalent to the periodic membership dues uniformly required of all Union members.

(b) In the event an employee refuses to comply with Section 1.5 or 1.5(a) he shall be subject to discharge only after official notice from the International Union.

Section 1.6: Check Off

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 1.5 and 1.5(a), the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the second pay each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees

promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 1.7: Notice to Union of New Employees

Newly hired employees will be given a Union authorization card or a service deduction card and the President of the Local Union will be notified in writing, of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

Section 1.8: Indemnification and Hold Harmless Clause

The Union agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Union, or for purpose of complying with any provisions of this Article.

The right and obligation to refund to employees monies deducted from their pay and remitted to the Union under such authorization shall lie solely with the Union.

Section 1.9: Supervisors or Non-Unit Not to Work

The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged. It is not the intent of this Section to erode the bargaining unit. A good faith attempt to secure bargaining unit personnel will meet the requirements of availability. If any employee continually reports equipment to be faulty, and the equipment is found to be in good working condition, the individual is to be reported to the Administration for making false reports. The Joint Safety and Health Committee will promptly meet to review the matter (see Section 16.2).

Note: The definition of an emergency is: "An Emergency" is an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

Section 1.10: Employees' Rights - School Act

Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or applicable State laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 1.11: Term Employees

Term Employee: A term employee is a person hired to work

during the school term; the days students are present and attending regular classes. Term employees are expected to make themselves available for work for the period beginning two weeks before the opening of school and ending two weeks after the close of school. Call-in is reserved exclusively for the Board.

A term employee may refuse a call-in during regular vacation time without penalty or record of such refusal. This would include those days during the school year when classes are not in session but does not include the period immediately before and immediately after the opening/closing of school.

Term employees may be required to work In-Service Days even though students are not in regular classes.

It is further agreed employees required to work the In-Service Days shall be notified at least two (2) weeks in advance that they are or are not required to work the In-Service Days.

When a student body is dismissed for the purpose of staff development involving the School Improvement Program (SIP), all term employees will have the opportunity to work their regularly scheduled hours. Management will assign the work for such hours.

ARTICLE II

Rights of the Union

Section 2.1: State Labor Mediation

The board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, pursuant to the provision of the Agreement.

Section 2.2: Use of School Buildings

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Superintendent of Schools. No employee shall be prevented from wearing an insignia, pins or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Union and its members, provided it does not interfere with the orderly conduct of the school business.

Section 2.3: School Reports

Upon written request by the Union the following reports will be made available: (1) The Annual Financial Report for the year ending as of June 30th after completion of the audit. (2) Copy of

the budget that is officially adopted by Board. (3) List of all personnel within the bargaining unit including their regular hourly rate and years of seniority in the system. (4) Information that is germane to the processing and handling of grievances shall be made available.

Minutes of the Board meetings are available in the Administration Office and may be reviewed by the Union.

ARTICLE III

Rights of the Board of Education

Section 3.1: Powers of Board

It is hereby recognized by all parties hereto that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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. It is further recognized that the exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

Section 3.2: Full Agreement - No Oral Agreements

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE IV

Compensation

Section 4.1: Wages

The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule A.

Section 4.2: Job Descriptions

All jobs as listed in Exhibit "A" are described and when new or changed classifications are installed they shall also be described and submitted to the Union. Such descriptions will reflect the duties of the job and the necessary qualifications.

Section 4.3: Call-In or Report-In

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive at least one-half ($\frac{1}{2}$) of their regular day's pay or two (2) hours pay whichever is the greater, except in cases of labor disputes or other conditions beyond the control of management.

Section 4.4: Temporarily Transferred

When an employee is temporarily required to fill a classification paying a higher rate of pay for four (4) or more hours, the employee shall receive the higher rate, but if required to temporarily fill a classification paying a lower rate of pay, his rate shall not be changed. When an employee is required because of reduction in number of people or other noted reasons, to fill a classification for more than five (5) work days at a rate lower than his regular rate, such employee shall commence receiving the lower rate on the Monday following the fifth (5th) day of work due to such reduction in forces.

Section 4.5: Working Leaders

Should the School District find it necessary to have a unit employee upgraded to a semi-supervisory job, the classification shall be known as working leaders.

Leaders shall be chosen by the School District on the basis of skill and ability.

No leader doing production or maintenance work shall have the right to hire, discharge, promote or demote or be expected to recommend promotion or disciplinary action to any supervisor.

It is agreed and understood that prior to fulfilling a position of a working leader, it is agreed by both parties that the President of the Local Union, the Union District Representative and the Committeeman of the department involved will meet with representatives of the Board of Education and the Superintendent of Schools to establish the rate of pay of the working leader.

ARTICLE V

Rate Establishment and Adjustment

Section 5.1: New Jobs

When a wage rate for a new job or a new wage rate is adopted, the employee or employees affected may at any time within thirty (30) working days (except where the parties otherwise mutually agree) file a Grievance alleging that such new rate does not bear a fair relationship to other jobs in the system. Such grievance shall be adjusted under the grievance

procedure of this Agreement. If the grievance is submitted to arbitration, the decision shall be effective as of the date when the employee was assigned to the new wage rate or new job.

ARTICLE VI

Grievance Procedure

Section 6.1: Definition

Should disputes arise between the Board and the Union, or its members employed by the Board, as to the interpretation and application of the Provisions of this Agreement, there shall be no stoppage of work by the employee covered hereby on account of such differences but an earnest effort shall be made to settle such differences in the following grievance procedure:

Step 1: Within five (5) working days (see exceptions, Section 6.4) of the occurrence of the act or condition giving rise to the dispute, the aggrieved employee and Committeeperson shall meet with the Supervisor to resolve the matter. The Supervisor must give an answer within five (5) working days after such meeting.

Step 2: If the grievance is not settled in Step 1, the employee or employee's Committeeperson shall within five (5) working days from the receipt of the Step 1 answer, meet with the Supervisor to file a grievance in writing on forms furnished by the Union, and present two (2) copies to the Supervisor who shall have five (5) working days in which to reply in writing. In such meeting, specific reasons why the grievance is not settled will be given. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

Step 3: If the grievance is not settled in Step 2, the Grievance Committee shall, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the Grievance to the Board's designated Representative. A meeting will then be held as soon as possible, but no later than five (5) working days after submission of the grievance at Step 3, between the Board representatives and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board Representative shall be made in writing within five (5) working days after the meeting.

Step 4: If the grievance is not settled in Step 3, the Grievance Committee shall within five (5) working days from receipt of the Board Representative's answer then notify the Board in writing of their desire for a meeting with the Board. Such meeting, which will include the employee, committee and the Staff Representative, shall be held within five (5) working days from

the receipt of such notice and the Board must give its written answer within ten (10) working days after the meeting.

Step 5: If the grievance is not settled in Step 4, the Union may, at their option, within five (5) working days from receipt of the Board's answer, request the services of the State Mediation Service in resolving the dispute.

Step 6: If the grievance is not settled in Step 4 or Step 5 as the case may be, the Union shall, within fifteen (15) working days from receipt of the report from the Mediator or from receipt of the Board's answer notify the Board that the grievance is appealed to binding arbitration. The Union shall submit a Demand for Arbitration to the American Arbitration Association whose rules shall govern the selection and the hearing. Neither party shall be permitted to insert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by Law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide that issue. If he decides it is arbitrable, he shall proceed to hear the case on its merits at that same hearing. If he decided it is not arbitrable, he shall refer the case back to the parties without a recommendation on the merits.

The cost of the arbitrator shall be borne equally by the School Board and the Union. The arbitrator's decision shall be final and binding on the Board and the Union.

Section 6.2.

The parties may mutually agree to by-pass any step or to use alternative methods in settling grievances.

Section 6.3: Failure to Proceed

After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall advance the grievance to the next step.

Section 6.4: Time Limits

The Board and the Union agree to process grievances promptly in accordance with the grievance procedure. All time limits may be extended by mutual agreement.

(a) Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check.

(b) in case of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee, of the employee or employees so laid off.

(c) Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 6.5: Union Representatives Authority

The Board acknowledges the right of the Union to select representatives for the purpose of collective bargaining and to present complaints or grievances to management. The Union shall advise the Board of the names of the representatives and their alternates. The Board will recognize these representatives (or their alternates) in the settlement of differences arising between the Board and the Union or its members employed by the Board. Any and all grievances resolved at any step of this grievance procedure shall be final and binding on the Board, the Union and all members of the bargaining unit.

Section 6.6: Grievance Meetings

The Grievance Committee shall meet with Management at such time as may be mutually acceptable and as will not conflict with operations.

Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

Section 6.7: Employees Called to Meetings

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

ARTICLE VII

Discipline

Section 7.1: Reprimands

All reprimands that are not considered to be a serious infraction of the Board and administrative policy, shall be removed from the employee's file after one (1) year upon the written request of the employee.

Reprimands that are considered serious infractions of the Board and Administrative policy, shall be removed from the employee's file after three (3) years, upon the written request of the employee.

Management will on a letter of reprimand, note in capital letters that this is a letter of reprimand. Further, they will give copies of all letters of reprimand to the President of the Union. The President will sign a receipt when receiving the copy of the reprimand.

Section 7.2: Discharges may be Modified

The Board and the Union agree that the principles of progressive discipline shall be followed and any discipline shall be fitting for the violation or infraction of working conditions. If arbitration should be involved, the arbitrator may modify a penalty if he feels the severity of the infraction does not warrant the discipline ordered by the Board.

ARTICLE VIII

Discharge Cases

Section 8.1: Discharge Employees

In the event a member of the bargaining unit shall be discharged by the Board from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjustment of grievances herein provided, beginning with the second (2nd) step.

Section 8.2: Notice to Union of Discharge

In all cases of discharge, a Grievance, if any, must be filed in writing within five (5) working days from the date the employee and the Union was notified of the discharge. The Board shall notify the employee and the Union in writing immediately of any and all discharges.

ARTICLE IX

Leave of Absence

Section 9.1: Personal Illness

Any employees whose personal illness extends beyond the period compensated under Article X shall be granted a leave of

absence without pay for such time as necessary for complete recovery from such illness up to a maximum of two (2) years; at which time the employee's employment with the school district is terminated. At the termination point, the employee may apply for disability retirement if he/she meets the requirements for said retirement.

Upon return from sick leave, an employee shall be assigned to the same position, or equivalent, they held before they became ill, provided the employee was not off in excess of one year, see Section 11.7 (H).

NOTE: The above provision applies only to those employees who go on sick leave after the effective date of the new contract.

Section 9.2: Family Illness - Personal Days

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

(a) Family Illness

A maximum of three (3) days for an illness in the immediate family living in the same household.

(b) Personal Days

A Personal Business Day is a work day in which an employee must conduct personal affairs which, if not attended to, could cause an economic loss, or which cannot normally be handled outside normal working hours.

A Personal Business Day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, for hunting, fishing or trapping, for shopping trips or for sporting activities or events.

Two (2) personal business days will be allowed for fifty-two (52) week employees and one (1) personal business day will be allowed for term employees provided that, in either case, they are scheduled for work twenty-five (25) hours or more per week.

In order to receive payment, Personal Business days shall be scheduled four (4) work days in advance of the requested personal business day. The employee will be notified promptly of the scheduling. Personal business days will be granted provided necessary service can be maintained.

Section 9.3: Bereavement Leave

Leaves of absence with pay not chargeable against sick leave allowances shall be granted for the following reasons:

(a) Up to three (3) days for a death in the immediate family, spouse, father, mother, father-in-law, mother-in-law, and employee's children, brother and sister.

(b) One (1) day for attendance at the funeral service of

brother-in-law, sister-in-law and grandparents and grandchildren. Extension may be granted by the Superintendent or his designee.

(c) Each employee will be permitted one (1) day off, without pay, per year at their request to attend the funeral service of a person not covered in (a) or (b) above providing a twenty-four (24) hour notice is given.

For purposes of implementing the above paragraph, no more than one employee from each non-interchangeable group may be off on any one work day. However, the Superintendent may, at his discretion, increase the number of employees off from any non-interchangeable group when there is a death of an employee of the School District.

Section 9.4: Jury Duty

An employee who is summoned and reports for Jury Duty, as prescribed by applicable law, shall be paid by the Employer, the same amount he would have otherwise earned by working for the Employer on that date and for each day in which he reports for or performs Jury Duty and on which he otherwise would have been scheduled to work for the Employer, and shall be required to submit to his employer any monies received except expense money.

In order to receive payment, an employee must give the Board or administration seven (7) calendar days notice that he has been summoned for Jury Duty and must furnish satisfactory evidence that he reported for or performed Jury Duty on the days for which he claims such payments. The provisions of this paragraph are not applicable to an employee who without being summoned volunteers for Jury Duty. The employee shall be available for his regular work schedule provided it is not in conflict with his regular jury duty.

Section 9.5: Peace Corps

Leave of absence may be granted without pay to one (1) year to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps.

Section 9.6: Leaves to Serve in Public Office

Any employee elected or selected for a full time public office which takes him from his duties with the school system, may upon proper written request, receive a leave of absence without

pay for the term of such office or one (1) year whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Board.

It is recognized that an employee has the right to serve in, or be elected to public office less than full time. However, such services shall not be permitted to interfere with his normal employment duties.

Section 9.7: Personal Leaves without pay

Upon advance notice to the Board or its administrator of no less than one (1) week, leaves of absence without pay for a bonafide reason (which shall not include employment for another employer) may be granted to employees for periods of not to exceed twenty (20) working days. Such leave shall not involve loss of seniority, if it has been approved in writing by the Board. Such leaves may be extended for thirty (30) day periods upon written approval by the Board.

Section 9.8: Union Leave

Upon advance notice to the Board or its administrator of no less than one (1) week, the Board shall grant, without pay, a leave of absence with accrual of seniority, upon the application of any employee who accepts a position with the Local Union, International Union, Federated Union Bodies, and government or civic organizations; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work, such employees must be able to perform the work of the job to which he is returning or to such other job as he might be capable of performing and to which he might have been entitled by reason of his seniority. In connection with this, the Board may require a physical examination provided they pay for same. Such leave of absence for a position with the Union or other organization mentioned herein shall be limited to a total of two (2) years, including any annual extensions.

Section 9.9: Conference and Convention Leaves

Upon advance notice to the Board or its administrator of no less than one (1) week, leaves of absence, without pay, for a period not to exceed thirty (30) days will be granted to employees to attend Union conferences and conventions, provided it is for at least a full day, and no more than three (3) employees are off at one time.

Section 9.10: Military Leave

A military leave of absence, not to exceed four (4) years,

shall be granted to any full time employee drafted into a military service in any branch of the armed forces of the United States within the meaning of the Selective Service Act of 1967 or similar Federal law in a time of National Emergency. Employee Rights are outlined and secured under this Act.

ARTICLE X

Sick Leave

Section 10.1: Number of sick days per month

Employees shall accumulate one days's sick leave for each month worked up to 120 days for personal illness or other approved reason.

Employees claiming sick leave pay, which the Board considers excessive or abusive, may be requested to take a physical examination, by a physician of the Board's choice, without cost to the employee (including transportation), to determine the physical or mental fitness of the employee to perform his/her duties. Should any dispute exist between the employee's Doctor and the Board's Doctor regarding an employee's fitness to work, a medical opinion from a mutually acceptable source will be obtained and be binding on all parties. It is understood that this article becomes effective only when the Board or its agent initiates the original investigation and requires a physical examination by a physician of the Board's choice.

Employees should plan to conduct their personal affairs and regular appointments for medical, dental or health care at times other than the school day. If sick days are used for regular medical or dental appointments, the sick leave form must be submitted at least one day in advance. In cases where employees' appointments can not be scheduled at times other than their work day, they may be granted an excused absence provided necessary service can be maintained.

Section 10.2: Sick Leave Form

Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school. The Board shall endorse the report. The school reserves the right to require a certified report by the doctor in attendance. In certain instances, the employee may be asked to describe a sick leave absence (operation, etc.) before the leave is authorized. Should the employee's Doctor determine that surgery or treatment may be postponed to non-school time, such time will not be covered by sick leave days.

Sick leave may not be used in less than one-half (½) day

increments. The employees will be notified promptly of the scheduling.

Employees will not take sick leaves in less than ½-day increments. Emergency medical leave of less than ½-day increments shall not receive sick leave benefits.

Section 10.3: Employee Dies

Within fifteen (15) days from the time an employee dies, the Board shall pay to his estate an amount equal to one (1) day's pay for each two (2) days sick leave accumulated to a maximum of \$2,000.00.

Section 10.4: Employee Retires

Within fifteen (15) days after an employee retires under the provisions of the Social Security Act or at the age of 55 or over, and has ten (10) consecutive years of employment, the Board shall pay to the employee an amount equal to one (1) day's pay for each two (2) days of sick leave accumulated under Section 10.1 to a maximum of \$2,000.00.

Section 10.5: Employee Notice of Unavailability

Employees are expected to call to report their unavailability for work at least one (1) hour before the starting time of their regularly scheduled shift. Employees will be informed of a telephone number they should use for such calls.

Failure to meet the requirements of this Section may be grounds for the consequence of a reprimand.

ARTICLE XI

Seniority

Section 11.1: Seniority Date

Subject to the provisions of Section 11.2, each employee shall have seniority in a non-interchangeable occupational group as of his most recent date of entry (hire or award) into such group and accumulating from that date so long as it is not lost through any other provision of this Agreement. The following non-interchangeable occupational groups are agreed to: (1) Custodian, (2) Cafeteria, (3) Bus Driver, (4) Mechanic, (5) Aide, (6) Clerical, (7) Hall Monitor, (8) Noon Hour Aide.

Section 11.2: Probationary Period

New employees shall be on probation during the first thirty (30) work days. Such thirty (30) day probationary period may be extended by mutual agreement between the Board and the Grievance Committee for just cause.

During this period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period, their

names shall be placed on the seniority list. No seniority status exists during the probationary period.

Section 11.3: Application of Seniority

For the purpose of filling permanent vacancies, promotions, layoff or demotion in connection with the decrease of the working force and recalling to work of employees laid off, seniority as determined from the last day of entry into a non-interchangeable occupational group plus the ability to do the available work shall prevail.

Section 11.4: Top Seniority for Grievance Committeepersons

Grievance Committeepersons plus the President and Vice-President of the Local Union shall have top seniority in their non-interchangeable occupational group for the purpose of layoffs and recall only during their term of office.

Section 11.5: Termination of Seniority

An employee's seniority shall terminate upon the occurrence of any of the following:

(a) Voluntary quitting or failure to return from an authorized Leave of Absence or failure to accept a job awarded per Section 11.7, Job Posting, paragraph (C).

(b) Discharge for cause.

(c) Layoff for a continuous period in excess of two (2) years.

(d) Absence because of illness or injury - refer to Article IX, Section 9.1.

(e) Failure to report for work within fifteen (15) calendar days after workmen's compensation final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.

(f) Absence from work for a period of three (3) consecutive scheduled work days without notification to the Board or a Board representative during such period of the reason for the absence.

(g) Failure to report for work upon recall from layoff within five (5) scheduled work days after notice to report for work is sent by registered or certified mail or telegram to the employee's last address on file with the Board.

(h) Retirement.

Continuous service shall not be considered to be broken by absence of any employee who, subsequent to May 1, 1940, entered the military, naval or merchant marine service of the United States and who has re-employment rights under the law and complies with requirements of laws as to re-employment and is re-employed.

Section 11.6: Seniority List

An up-to-date seniority list of all employees who have

completed their probationary period shall be provided the Union in the month of October. If no corrections are reported to the Board within thirty (30) days, the list will be considered correct. Such list shall contain each employee's name, Occupational Group seniority date, and Bargaining Unit seniority date. This information for all employees who have been laid off shall be displayed in a separate Recall portion. Their last date of layoff(s) will be included.

Section 11.7: Job Posting

In selection of employees to fill vacancies by reason of increase of forces, vacancy, or newly created jobs, the following procedure shall apply.

(A) Notice of the vacancy shall be posted by the Board on the bulletin boards on the first Monday of August for the first semester, and on the first Friday of January for the second semester.

(B) The notice is to state such information as: The Occupational group wherein the vacancy exists, starting time, the job title, Job Descriptions, the hourly wage rate, location, and number of hours per day of the job, and shall remain posted in order that all employees with seniority in the Bargaining Unit may be given an equal opportunity to bid for the vacancy.

(C) A Bid Meeting shall be called by the Board on the third Monday in August for the first semester, and for the third Friday in January for the second semester, at which time all vacancies from the previous semester and related succeeding vacancies are filled. Any employee interested in moving from their job must attend this Bid Meeting to be considered in the filling of any vacancy. Interested employees will be allowed to attend Bid Meetings if the Board schedules such Meetings during their work hours without any loss of pay. All interested employees, and the Union Committee, attending such Bid Meetings, will be paid in accord with this Agreement to a maximum of one (1) hour. An employee must accept any job awarded to them in accordance with this Section or they will be considered a voluntary quit and lose seniority. Vacancies occurring after the August or January Bid Meeting shall be filled by recalling laid off employees from that group. In the event there are none, a new employee(s) will be hired for the remainder of the semester and these jobs shall be posted, bid on and awarded at the succeeding Bid Meeting.

(D) The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the Board on the basis of seniority and ability to do the

available work. This selection shall be made, First: From employees with seniority in the Occupational group, including the Recall List, wherein the vacancy exists or, if any vacancy is not filled from that group, Second: From employees with seniority within the bargaining unit, including the Recall List. Employees refusing recall to an Occupational group will lose all seniority in that group.

(E) The job of an employee who is on sick leave, vacation, or approved leave of absence under one (1) year shall not be considered as a permanent vacancy, and such employee shall have the right to return to their job.

The job of an employee who has been on sick leave or an approved leave of absence in excess of one year shall be considered as a permanent vacancy. The employee returning from such leave shall be privileged to exercise their seniority to bump a less senior employee in their non-interchangeable group upon their return to work.

Section 11.8: Trial Period

When an employee is awarded a job under the provisions of Section 11.7, he shall be given a reasonable period of time, but not more than sixty (60) scheduled work days, to demonstrate his ability to perform the job. Such sixty (60) days trial period may be extended by mutual agreement between the Board and the Grievance Committee for just cause. If the employee is unable to fulfill the job requirements, he shall be returned to his former job or status.

When an employee is awarded a higher paying job under Section 11.7, the employee shall receive ten cents (\$.10) per hour above the rate of his previous job as of the dated award. At the end of the trial period, the full rate of the new job will be paid.

When an employee is awarded a job under Section 11.7 paying a lower rate, the employee shall receive ten cents (\$.10) per hour less than the regular rate of the new job as of the dated award. At the end of thirty (30) days the full rate of the new job will be paid.

Section 11.9: Seniority After Job Awards

If an employee is awarded a job in a different non-interchangeable occupational group, he shall begin to accrue seniority in the new group per Section 11.1. His seniority status in his old group shall be frozen for two (2) years from the date of his entry into the new group. At the end of that two (2) years, his seniority status in his old group will cease unless re-established by other provisions of this Agreement.

Section 11.10: Right of Employees Displaced

(A) An employee with seniority displaced from their job shall have the right to displace a less senior employee in his occupational group in accordance with the provisions of Section 11.3 within eleven (11) working days of such displacement.

(B) An employee with seniority who is unable to secure a job through (A) above, shall have the right to displace a less senior employee in a non-interchangeable occupational group in which he holds seniority in accordance with the provisions of Section 11.3 within eleven (11) working days of their displacement.

Section 11.11: Notice of Force Reduction

In the event of a force reduction of seven (7) calendar days or more duration because of lack of work, the Board will by bulletin board notice give the Union and employees at least seven (7) calendar days advance notice. An employee laid off with less than seven (7) calendar days advance notice will be paid in lieu thereof. It is understood that the provisions of this Section shall not apply in the case of layoffs caused by Acts of God or other cause beyond the Board's control such as millage failures or work stoppages or in case of employee resignation or discharge.

Section 11.12: Transfer out of Unit

Any employee in the unit with seniority in the school district who accepts a position with the school district which is outside the Bargaining Unit shall have their seniority with the Unit frozen for a period of two (2) years. There upon their seniority shall be considered terminated. It is understood that this provision applies only to those employees who transfer out of the unit after the effective date of this agreement. Current employees who have transferred out of the Unit prior to the effective date of this agreement are fully covered by the following:

Any employee in the unit with seniority in the school district who is transferred to any position outside of the bargaining unit within the school district shall accrue seniority for six (6) months and then seniority shall be frozen; and he shall not accrue further seniority until he returns to the bargaining unit. After returning to the bargaining unit, he shall have the benefits of all seniority he has or may accrue in the bargaining unit.

ARTICLE XII

Hours of Work

Section 12.1: Overtime and Extra Work

Time and one-half shall be paid for all hours worked (overtime) in excess of forty (40) hours in one week or in excess of eight (8) hours in one day and for all hours worked on Saturday, provided there was no time lost for unauthorized absence during the week. Saturday overtime rates will not apply to employees who normally work less than twenty (20) hours per week. Double time shall be paid for all work on Sunday. (See Section 12.7 for exception to above rates for Saturday.) Double time shall be paid for all hours in excess of forty-eight (48) hours in one continuous seven day work week pay period.

Overtime and extra work will be distributed as equally as practical and no employee shall receive extra or overtime work who does not have seniority unless all senior employees are working or have refused. Past practice is acceptable.

Section 12.2: Normal work day and week for Office, Custodian, Maintenance, Mechanic and Mechanic Helper

The normal daily hours of work shall be eight (8) consecutive hours and the normal weekly hours of work shall be forty (40) hours per week, Monday through Friday inclusive, except as otherwise stated.

1. Maintenance during the school year will be on a continuous seven (7) day operation.

2. Utility personnel will be on continuous seven (7) day operation during the school year.

3. Custodial/Groundsmen will be on continuous seven (7) day operation during the school year excluding the custodial groundsmen in charge of the warehouse and all building custodians.

4. Persons who are now working less than eight (8) hours a day shall continue at their present time schedule.

Section 12.3: Normal Starting Time

The normal starting time for all bargaining unit employees shall be as follows:

1st shift - Not earlier than 5:00 a.m.

2nd shift - Not earlier than 12:00 noon

3rd shift - Not earlier than 6:00 p.m.

Section 12.4: Work Schedules

The starting times as in Section 12.3 to be determined by the Superintendent of Schools and shall not be changed arbitrarily or without just cause. Notice of a temporary change in schedule

shall be given as far in advance as possible.

Section 12.5: No Offsetting Overtime

An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of avoiding the payment of overtime.

Section 12.6: Continuous Day Operation

The continuous seven day operation shall not include office, matrons, building custodians, mechanics, and mechanics helpers.

**Section 12.7: Employees Working on Continuous
7-Day Operation**

When working on Saturday the individual shall work seven and one-half (7½) hours and get paid for eight (8) hours. When working on Sunday the individual shall work seven (7) hours and get paid for eight (8) hours.

Section 12.8: Work Schedule

If only one (1) employee is working, he shall be scheduled to work Wednesday through Sunday or Saturday through Wednesday.

If two (2) employees of the same classification, they will work ten (10) days - then four (4) days off: working every other week-end.

If three (3) employees scheduled of the same classification, they will work as follows: working only one week-end out of every three.

First Week

No. 1 crew - 6:30 a.m.-3:00 p.m. Mon., Tues., Wed., Thurs., Fri.

No. 2 crew - 12:00 noon-8:30 p.m. Wed., Thurs., Fri., Sat., Sun.

No. 3 crew - 3:00 p.m.-11:30 p.m. Mon., Tues., Wed., Thurs., Fri.

Second Week

No. 3 crew - 6:30 a.m.-3:00 p.m. Mon., Tues., Wed., Thurs., Fri.

No. 1 crew - 12:00 noon-8:30 p.m. Wed., Thurs., Fri., Sat., Sun.

No. 2 crew - 3:00 p.m.-11:30 p.m. Mon., Tues., Wed., Thurs., Fri.

Third Week

No. 2 crew - 6:30 a.m.-3:00 p.m. Mon., Tues., Wed., Thurs., Fri.

No. 3 crew - 12:00 noon-8:30 p.m. Wed., Thurs., Fri., Sat., Sun.

No. 1 crew - 3:00 p.m.-11:30 p.m. Mon., Tues., Wed., Thurs., Fri.

Fourth Week

No. 1 crew - 6:30 a.m.-3:00 p.m. Mon., Tues., Wed., Thurs., Fri.

No. 2 crew - 12:00 noon-8:30 p.m. Wed., Thurs., Fri., Sat., Sun.

No. 3 crew - 3:00 p.m.-11:30 p.m. Mon., Tues., Wed., Thurs., Fri.

All Saturday work will be 8:30 a.m. to 4:30 p.m.

All Sunday work will be 9:00 a.m. to 4:30 p.m.

Section 12.9: Hours of Work (Lunch and Rest Periods)

All unit employees, with the exception of bus drivers and bus aides, whose job requires five (5) or more consecutive hours in one day will be entitled to a one-half (½) hour unpaid lunch period approximately midway between the beginning and end of their shift.

A fifteen (15) minute rest period will be afforded all employees (with the exception of bus driver, bus aides, and teacher aides) approximately midway between the start of their shift and their lunch period, and their lunch period, and the end of their shift. Teacher aides will receive one (1) fifteen (15) minute rest period per day as scheduled by the Principal.

ARTICLE XIII

Shift Premium

Section 13.1

For shifts scheduled to begin between 5:00 a.m. and 12:00 noon, the rates shall be at the base rate.

The shift premium for all hours scheduled to begin between 12:00 noon and 6:00 p.m. shall be 6% premium of the base rate.

The shift premium for all hours scheduled to begin after 6:00 p.m. shall be 8% premium of the base rate.

New bus drivers hired after the effective date of this agreement shall not be entitled to shift premium unless their normally scheduled shift begins at 3:00 p.m. or later and is of at least four (4) hour duration. That shift premium shall be thirty cents (\$.30) per hour.

ARTICLE XIV

Paid Holidays

Section 14.1

The following holidays shall be considered as paid holidays for non-certified employees:

- a. New Year's Day
- b. Good Friday
- c. Decoration Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day after Thanksgiving Day
- h. Day before Christmas Day
- i. Christmas

If any of the above mentioned holidays are worked, the employees shall be entitled to double time plus any holiday pay he may have qualified for under the provisions of this Agreement. Hourly rated employees shall be paid for the above listed holidays at their normal daily rate, providing they meet all of the eligibility rules below:

1. The employee has seniority on the date of the holiday.
2. The employee worked the last scheduled day preceding and the first scheduled day following such holiday unless he was on an approved absence, except in case of workers compensation; in which case the employee will not be eligible for holiday pay.
3. Term employees will not be eligible for pay for the Independence Day holiday, July 4th, unless they are scheduled to work within the five (5) calendar days before the holiday or within the five (5) calendar days after the holiday and perform the work as scheduled.

ARTICLE XV

Athletic and Special Trips - Extra Work

Section 15.1: Responsibilities

It is recognized that daily absences can disrupt the regular operation of the school. Labor and management will co-operate in maintaining the necessary number of drivers. The Transportation Supervisor and his staff will attempt to obtain a substitute driver before approaching a driver from the Extra Work Board. If substitutes and extra work drivers refuse the call, any driver may substitute for another driver during hours that the driver is not scheduled.

Section 15.2: Application

Drivers desiring extra work in their classification or special trips shall make application to the Director of Transportation on the application forms provided. Application shall be made within the first two (2) weeks of each school semester. Distribution will be per Article XII.

Section 15.3: Removal From List

Drivers who refuse two (2) consecutive calls without

reasonable excuse shall be removed from that run board until the next school year when they may make application again.

Section 15.4: Extra Work Boards, Athletic and Special Trips

Boards, with applicants listed in the order of seniority, shall be maintained at the bus garage so that all employees may observe it. All extra work hours (runs), worked or refused, shall be recorded on the extra run board. Example: "R" refused, "S" sick, or "NA" no answer. Notwithstanding anything to the contrary employees may refuse an extra run without being charged when there is less than two (2) hours between runs when the extra run is five hours or longer.

Extra runs shall not take precedent over regularly scheduled runs. The Administration shall have the right to manage extra run assignments to prevent overtime pay according to past practice.

Section 15.5: Posting

Posting to be made each pay period and management agrees to take immediate action to correct any inequities through the scheduling of future runs.

Section 15.6: Right to Refuse Extra Work, Athletic and Special Trips

Management shall have the right to require employees to work a reasonable amount of runs provided, however, that any senior employee may refuse to work runs. If no employees desire to work runs, the employee qualified to do the work and having the least seniority shall be required to work, provided he has made application and is on the list. Summer work is to be excluded.

Section 15.7: Probationary Employees

Probationary employees shall not be allowed to work special trips until all senior employees on the list have refused or are working special trips.

Section 15.8: 24-Hour Notice

Employees will be notified of extra runs at least twenty-four (24) hours in advance, when possible.

Section 15.9: Special Trips

All trips other than regular bus schedules shall be considered as Special Trips with the exception of Athletic Runs. The Athletic Runs shall be posted as in Article XI, Section 11.7 effective the third Monday of August of each year as specified in Section 11.7.

Further, if the athletic driver is called to substitute for a regular school bus run, when other drivers are not readily available, the regular run will take precedence over the Athletic Run and the driver may not grieve for loss of Athletic Run or

difference in pay.

Further, there will be no overtime or shift pay paid for the Athletic driver. Overtime will be paid for over forty (40) hours per week only. Further, if the Athletic driver refuses two runs without good reason, the Athletic Run shall be declared open.

Section 15.10: Athletic and Special Trips Hourly Rate

A. Athletic runs and special trips will be reimbursed at the driver's regular hourly rates for all extra runs with the exception of lay-over time. The lay-over time shall be at the Federal Government's minimum hourly wage rate.

B. Extra Work (a regular driver who fills in for another driver) will be guaranteed payment for that run plus one (1) hour additional pay at the regular rate.

ARTICLE XVI

Safety and Health

Section 16.1: Reasonable Provisions

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 16.2: Safety Committee

A joint Safety and Health Committee shall be established by the Board and the Union, and the Union shall appoint not more than two (2) members for such Committee. This Committee shall meet periodically to discuss safety and health conditions within the bargaining unit.

Section 16.3: Injured Employees

When an employee is involved in an occupational accident or sickness covered by the Workmen's Compensation Act, on the day of such injury the Board shall furnish transportation to the doctor's office or hospital for such injured employee. In addition, such injured employee shall be paid for any time lost from work on the day of the injury.

Section 16.4: Unsafe Conditions

The employees shall not be required to drive a bus when conditions are unsafe.

ARTICLE XVII

Strikes and Responsibilities

Section 17.1: No Strike

During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report to work, or stoppage of work, or abstinence, in whole or in part, from the

full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 17.2: Notice to Union

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefore. Violation of this article by any employee, or, group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 17.3: Board Remedies

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

ARTICLE XVIII Working Conditions

Section 18.1: Closed School

When school is not in session for students, the following people will not report for work.

a. Busdrivers - (Special Education drivers and bus aide may need to work runs to Bay City)

b. Cooks

c. Hall Monitors

d. Teacher aides

e. Term secretaries (including Adult and Community Education secretaries).

f. Audio-Visual Director.

g. Noon Aides

If school is closed for two or more consecutive days, the Superintendent will notify other members of the bargaining unit on a day-to-day basis. If not notified, the employer will provide sufficient work for each employee to equal the amount of time they would have worked on that day had school not been closed because of inclement weather or other conditions beyond the control of the Board.

Notification will be made before starting time over WTAC

(60 Flint), WBCM (1440 dial Bay City), WUGN (99.7 dial Midland), WHNN (96 dial Bay City), WSGW (80 dial Saginaw), WKCQ (FM98.6) or by telephone. The administration agrees to make a list of employees to be telephoned early; list to be made prior to October 1st. Employee to receive their normal rate of pay, if not properly notified. If the announcements are made and the employee still comes to work despite the announcements, he shall receive no pay.

Section 18.2: No Pay

Should the employee elect to go home rather than work, he shall receive no compensation.

Section 18.3

Whenever employees are not required to work at a specific school because of a change in that school's schedule, they will be provided work equal to the amount of time they would have regularly been scheduled, but for the fact a particular school was on a reduced schedule.

Section 18.4: Lost Time

Time lost due to flat tires, mechanical failures, fog, etc., will be paid for at the employee's regular rate provided such lost time extends beyond his regular daily schedule.

Section 18.5: Building Checks

When building checks are required on a Saturday or Sunday, four (4) hours per day at time-and-a-half will be allowed.

Section 18.6: Sub-Contracting

The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the Board will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the school system, or (b) the schedule for such work cannot be met with the equipment or skills available for such work, or (c) the sub-contracting is necessary to comply with school requirements.

Section 18.7: Mileage

Employees required to use their personal vehicle during the course of their work or whose job requires them to work in more than one (1) location during the course of their shift, shall be paid twenty (\$.20) cents per mile for all mileage thus incurred; or such other higher rate as may be set by the Board of Education.

ARTICLE XIX Miscellaneous

Section 19.1: Bulletin Boards

The Board shall provide suitable bulletin boards by the time clock or some other suitable place, for Union notices to its members in each school. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 19.2: Visits by Union

The International Representatives of the Union shall be allowed to visit the schools during working hours provided they advise the Superintendent or his agent in advance of each visit and provided further that such visits shall not interfere with the normal performances of duties by the employees or the normal function of the school.

Section 19.3: Telephone Calls

Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for emergency use of the telephone by employees shall be made available.

Section 19.4: Use of Phone

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs at all reasonable times provided such use of the telephone does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.

Section 19.5: Pay Checks and Payroll Deductions

Upon proper authorization forms from employees who so wish, the Board shall deduct from the employee's pay the amount designated by the employee and remit the same as to the following: Hospital Insurance, Life Insurance, Credit Union, Income Protection Insurance, U.S. Bonds and United Fund.

Presently authorized carriers for the above deductions will be recognized only.

Section 19.6: Legal Action

If any legal action is brought against an employee by reason of any school involvement, the Board will, upon written request to the Superintendent, provide such legal counsel and all necessary assistance to the employee in his defense as is permitted under the law; provided an employee's actions were not negligent but were that of a reasonable person.

Section 19.7: Food, Lodging Allowance

Employees required to be out of the School District on special assignment or trips shall be allowed up to the following amount provided they turn in itemized receipts.

Breakfast	\$2.00
Noon Lunch	\$3.00

Evening Dinner \$4.50

Lodging, when required, will be paid for on the basis of an itemized invoice or receipt.

Section 19.8: Parking

Adequate parking facilities shall be made available for all bargaining unit employees.

Section 19.9: Unenforceable Provisions

In the event that any of the provisions of this Agreement shall be, or become invalid or unenforceable by reason of any Federal or State Law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.

Section 19.10: Physical and Chauffeurs Fees

The Board of Education agrees to provide physical examinations that are required by the Board, Federal or State Laws and for chauffeurs licenses for all bus drivers or employees who hold seniority, and are required to have a physical or chauffeurs license.

Section 19.11: Government Programs

The parties agree that in the event a governmental program is approved and operated by the School District, the provisions of the labor contract will not be abridged in any way. The School District agrees that the Union will be given an explanation of all such programs before being put into effect.

Section 19.12: Summer Programs

Students employed as teacher aides during the summer federal programs will not be required to join the Union.

Section 19.13: Changed School Year or Split Session

In the event should the school year become more than 200 days the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement to discuss with the employees the method of assignment of all employees to any changed work assignments.

Section 19.14: Printing of Agreement

The Board and Union agree that it will have this Agreement printed with a suitable number of copies for distribution to all Union members. The cost of the printing to be shared equally.

Section 19.15: Career Development Training

The employer will refund tuition, registration, class or lab fees; reimburse cost of text books and/or manuals after the successful completion of job-related training programs which were approved by the Administration prior to the employee's enrollment. Employer agrees to give good faith consideration to requests. Expenses will be limited to a maximum of \$200 per

employee and a maximum of \$2400 for the entire membership over the life of this contract. The term "job related" shall refer to any job within the District.

ARTICLE XX

Waiver Clause

Section 20.1: Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXI

Bus Driver Education Class

Section 21.1

All bus drivers in the bargaining unit must attend the school Bus Driver's Education Class in accordance with State Law. The compensation for such attendance shall be made for all hours spent from the time of leaving the school until their return at the rate of the minimum wage as specified by the Federal Government.

A beginning driver/new hire shall be required to take a maiden voyage or first trip as an observer; second, as a driver with a school designated driver as an observer. The compensation for such shall be at the legal minimum rate. If the intended hiree is employed, he must begin immediately to comply with this section. The School designated driver shall complete a prepared form as to her or his observation.

Section 21.2: Information to Committee

Information regarding whether drivers have or have not attended education classes will be made available to the Safety Committee chairman.

ARTICLE XXII

Vacations

Section 22.1: Paid Vacations

Paid vacations are listed below:

After one (1) year employment - five (5) days paid vacation.

After two (2) years or more employment - ten (10) days paid vacation.

Commencing with the third year of employment, each employee shall receive one additional day's paid vacation for each year up to and including nine (9) years of employment at which time an employee will have seventeen (17) days paid vacation. After eleven years (11 years or more of continuous employment, the employee shall be entitled to a total of eighteen (18) days paid vacation.

Section 22.2: Vacation Notice

Employees shall be permitted to choose either a split or continuous vacation when school is not in session. When practical the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employee's preference to be given to the Superintendent's office by May 1st. Employee's request for vacation when school is in session may be granted by Management.

Section 22.3: Eligibility Requirements

Vacations shall be granted only to those employees who are scheduled or have worked twenty (20) hours or more per week and who are scheduled to work fifty-two (52) weeks per year. Vacation pay as in Section 22.1 shall be based on an average of the total paid hours within the anniversary year.

In order to qualify for vacation pay employees must have worked seven hundred (700) or more actual clock hours during the preceding year to qualify for their vacation as noted above.

Any employee who is off work and is being paid Workman's Compensation will have those hours credited to the seven hundred (700) or more hours as though they were actually worked, provided this shall not occur more than once for any disability period that the employee has with the Pinconning Area School system.

Section 22.4: Vacation Deceased Employees

Any vacation pay accrued to the date of death for any employee who dies and who on the seniority roster the preceding year shall be paid in the same manner as any unpaid wages of deceased employees.

Section 22.5: Employee Quits or Discharged

(a) Any employee with less than six (6) months seniority at the time he quits or is discharged shall not receive any part of a vacation pay.

(b) any employee with six (6) months or more seniority but less than twelve (12) months seniority who quits or is

discharged shall receive not more than his first six (6) months vacation pay accumulation, provided the employer shall receive at least ten (10) working days notice or the release date is mutually agreed to.

(c) Any employee with six (6) or more months seniority who dies while in the employ of the School District shall thereupon have paid to his estate any accumulated vacation pay.

Section 22.6: Term Employees

It is agreed and understood that employees who are not eligible for vacation under Section 21.1 shall be paid at the rate of nine cents (\$.09) per hour for each hour worked. Only regularly scheduled employees will be eligible. An employee must work six (6) months or more of a school year to be eligible. Said money to be paid by June 30th of the school year.

Article XXIII Termination

Section 23.1

The terms and conditions of this Agreement shall become effective June 1, 1987, except as otherwise stated, and shall continue in effect until 12:01 a.m., June 1, 1990, unless either party shall give a written notice to the other at least sixty (60) days prior to June 1, 1990 or June 1st of any year thereafter, of its desire to modify, amend or terminate this agreement, the same shall automatically be renewed under the same terms and conditions for a period of one (1) year, and so on, from year to year.

Section 23.2

The parties agree to meet at mutually acceptable times in April, 1990, to negotiate a new labor agreement.

Section 23.3

Any notice to be given under this Agreement shall be given by Certified Mail, and if by the Board, be addressed to the United Steelworkers of America, 503 N. Euclid Ave., Suite #10, Bay City, MI 48706, and if by the Union, to the Board, 605 W. Fifth Street, Pinconning, Michigan 48650. Either party may, by like written notice, change the address to which Certified Mail notice to it shall be given.

Section 23.4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized as of the day and date first above written.

Signed this 26th day of October, 1987.

BOARD OF EDUCATION

Pinconning, MI

Don Reeves, President
 Bob Schmidt, Vice President
 Barbara Holnagel, Treasurer
 Sandra Ouillette, Secretary
 Don Dryden, Negotiator

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

Lynn Williams, President of Int'l
 Leon Lynch, Vice President of Int'l
 Harry Lester, District Director
 John D. Prior, Staff Representative

LOCAL UNION 7652

Lois Cook, President
 Jan Kolka, Vice President
 Ruth Eckstein, Secretary
 Donna Kruchowski, Committee
 Marjorie Stempek, Committee
 Lynn Chapman, Committee

SCHEDULE "A"

**Rates and Classifications Effective
 1987-1988**

Classification	Probationary Regular	
	Rate	Rate
Maintenance (Boiler)	Less 10%	8.98
Maintenance	Less 10%	8.71
Custodial/Grounds Keeper	Less 10%	8.40
Custodial "A"	Less 10%	7.94
Warehouse	Less 10%	8.65
Head Mechanic	Less 10%	9.55
Mechanic	Less 10%	8.96
Mechanic Helper	Less 10%	8.71
Bus Driver	Less 10%	8.56
Special Education Driver	Less 10%	8.71
Special Education Bus Aide/Chaperone	Less 10%	6.96
Head Cook	Less 10%	8.15
Cook	Less 10%	7.88
Teacher Aide	Less 10%	7.87
Library Clerk	Less 10%	7.72
Clerk/Secretary	Less 10%	7.83

Elementary Secretary	Less 10%	8.10
Audio-Visual Director	Less 10%	8.15
Secretary	Less 10%	8.37
Secretary-Attendance	Less 10%	8.00
Secretary-Transportation	Less 10%	8.10
Senior Secretary	Less 10%	8.40
Senior Bookkeeper	Less 10%	9.60
Hall Monitor	Less 10%	7.77
Laundry	Less 10%	7.94
Noon Hour Aide	4.34	5.80

SCHEDULE "A"

Rates and Classifications Effective 1988-1989

Classification	Probationary Rate	Regular Rate
Maintenance (Boiler)	Less 10%	9.33
Maintenance	Less 10%	9.06
Custodial/Grounds Keeper	Less 10%	8.75
Custodial "A"	Less 10%	8.29
Warehouse	Less 10%	9.00
Head Mechanic	Less 10%	9.90
Mechanic	Less 10%	9.31
Mechanic Helper	Less 10%	9.06
Bus Driver	Less 10%	8.91
Special Education Driver	Less 10%	9.06
Special Education Bus Aide/Chaperone	Less 10%	7.31
Head Cook	Less 10%	8.50
Cook	Less 10%	8.23
Teacher Aide	Less 10%	8.22
Library Clerk	Less 10%	8.07
Clerk/Secretary	Less 10%	8.18
Elementary Secretary	Less 10%	8.45
Audio-Visual Director	Less 10%	8.50
Secretary	Less 10%	8.72
Secretary-Attendance	Less 10%	8.35
Secretary-Transportation	Less 10%	8.45
Senior Secretary	Less 10%	8.75
Senior Bookkeeper	Less 10%	9.95
Hall Monitor	Less 10%	8.12
Laundry	Less 10%	8.29
Noon Hour Aide	4.69	6.15

SCHEDULE "A"

Rates and Classifications Effective 1989-1990

Classification	Probationary Rate	Regular Rate
Maintenance (Boiler)	Less 10%	9.68
Maintenance	Less 10%	9.41
Custodial/Grounds Keeper	Less 10%	9.10
Custodial "A"	Less 10%	8.64
Warehouse	Less 10%	9.35
Head Mechanic	Less 10%	10.25
Mechanic	Less 10%	9.66
Mechanic Helper	Less 10%	9.41
Bus Driver	Less 10%	9.26
Special Education Driver	Less 10%	9.41
Special Education Bus Aide/Chaperone	Less 10%	7.66
Head Cook	Less 10%	8.85
Cook	Less 10%	8.58
Teacher Aide	Less 10%	8.57
Library Clerk	Less 10%	8.42
Clerk/Secretary	Less 10%	8.53
Elementary Secretary	Less 10%	8.80
Audio-Visual Director	Less 10%	8.85
Secretary	Less 10%	9.07
Secretary-Attendance	Less 10%	8.70
Secretary-Transportation	Less 10%	8.80
Senior Secretary	Less 10%	9.10
Senior Bookkeeper	Less 10%	10.30
Hall Monitor	Less 10%	8.47
Laundry	Less 10%	8.64
Noon Hour Aide	5.04	6.50

If the C.P.I. (Consumers Price Index) increases by more than 10%, the Union shall have the option of re-opening the contract for negotiations on Schedule "A" (wage, layover time, special trips and mileage).

If the Union exercises its option to re-open the contract the third year, economics are null and void.

SCHEDULE "B" INSURANCE

The Board agrees to pay for a Blue Cross/Blue Shield, Term Life and/or Income Protection program effective subject to the terms of the respective carriers and in accordance with the

following:

The terms Blue Cross/Blue Shield coverage as used in this Appendix "B" shall mean:

Blue Cross Comprehensive Hospital Care Certificate

Blue Cross 65 Group Benefit Certificate

Blue Cross Rider D-G65D-F-SA

Blue Shield MFV-1 Preferred Group Benefit Certificate

Blue Shield 65 G-II Certificate

Blue Shield Riders FC SDGB \$1.00 Co-pay Prescription Drug Plan

Master Medical, Option IV

Riders ML & FAE/RC

Dental Program, basic

Effective January 1, 1988: with Trust 15, Plus 15, Trust OVS, MMCOVS, APDBP

It is understood and agreed that any Blue Cross/Blue Shield rider covering willful abortion will be excluded from this contract.

If an employee wants to continue the current traditional plan after January 1, 1988, he will pay the difference through payroll deduction.

(A) Employees Scheduled - 52 Weeks - 20 Hours or More

The Board agrees to provide employees who are scheduled to work a regular fifty-two (52) weeks during the year with a minimum of twenty (20) hours or more per week, the full-family coverage under Blue Cross/Blue Shield, plus a seven thousand (\$7,000.00) dollar term life insurance policy with Accidental Death and Dismemberment (AD & D) provisions at no cost to the employee.

In lieu of the above Blue Cross/Blue Shield, the Board agrees to provide employees who are scheduled to work a regular fifty-two (52) weeks during the year with a minimum of twenty (20) hours or more per week income protection in the amount of \$100.00 per week not to exceed 80% of weekly income for the first fifty-two (52) weeks and one-half (½) benefits for an additional fifty-two (52) weeks, at no cost to the employee.

(B) Term Employees - 20 Hours or More

All term employees who are scheduled to work September to June shall receive, if they so desire, the portion of Blue Cross/Blue Shield coverage known as the single subscriber, plus six thousand dollars (\$6,000.00) term Life Insurance Policy with Accidental Death and Dismemberment (AD & D) provisions at no cost to the employee, provided they are

scheduled to work a minimum of twenty (20) hours or more per week.

In lieu of the single subscriber Blue Cross/Blue Shield employees may choose Income Protection in the amount of one hundred (\$100.00) dollars per week not to exceed 80% of weekly income for the first fifty-two (52) weeks and one-half ($\frac{1}{2}$) benefits for an additional fifty-two (52) weeks at no cost to the employee.

(B 1) Additional Family Coverage

Employees desiring additional Blue Cross/Blue Shield coverage will have to make the necessary arrangements with the administration to pay for any additional coverage for other members of the family.

(C) Insurance 52 Week Clerical Employees (Only)

Clerical employees who are scheduled to work a fifty-two (52) week schedule except for vacation, shall continue to receive the full family coverage under Blue Cross/Blue Shield or the Income Protection Plan, plus a seven thousand dollar (\$7,000.00) term Life Insurance policy at no cost to the employee.

The Income Insurance Protection premium shall not exceed the amount of the Blue Cross/Blue Shield premium per employee.

The Income Insurance Protection premium shall not exceed the amount of the Blue Cross/Blue Shield premium.

(D) Grandfather Clause (Clerical Only)

All clerical employees who are presently receiving the Income Protection Plan that was in effect before the consent election will continue to receive this benefit as long as they continue in their present position. Any new or present clerical employees who want to institute Income Protection Plan will fall under (B) or (C) above, as the case may be. Employees may not draw both Workmen's Compensation and Income Protection at the same time.

(E) Insurance Continuance (All Employees)

Employees, except as otherwise noted, who cease active work because of sick leave will be required to make the necessary arrangements to pay for their insurance coverage while on sick leave beginning with their (3rd) month of absence or at the end of their accumulated sick leave whichever is longer.

(F) Insurance Continuance (All Injured Employees)

The employer agrees to continue the Board's normal contribution for any employee who is absent because of injury incurred on the job until a settlement has been approved by the

Workmen's Compensation Commission.

(G) Insurance Continuance Regular Leave (All Employees)

Employees who cease active work because of regular leave of absence, other than sick leave, or leaves because of injury off the job, shall be required to pay the first premium due following the month the leave started, provided they wish to continue the insurance program as described in the Agreement and as prescribed by the insurance carried.

(H) No Reduced Hours

Employees who worked twenty (20) hours under the previous agreement shall not have their hours reduced for the sole purpose of disqualifying them for the paid insurance under the present agreement.

November 2, 1984

Mr. John Pfister, Administrative Assistant
Pinconning Area Schools
210 Libby St.
Pinconning, MI 48650

Re: Section 10.7 - Job Posting

Dear Mr. Pfister:

A question came to the floor at Local 7652's regular meeting regarding the process of the new Bid Meeting. Specifically, the new system calls for new employees to be hired (if no recalls) and the job subsequently awarded at a bid meeting. The question is, does that new employee have a right to bid on the job?

The intent during negotiations was that all bargaining unit people may bid at the meeting. Only the job remaining unfilled could be available to the recently hired employee.

If you concur in this, simply sign below and return to me.

Very truly yours,
John D. Prior
Staff Representative

CONFIRMED: John Pfister

DATED: 11-5-84

MEMORANDUM OF UNDERSTANDING
between
LU 7652, UNITED STEELWORKERS OF AMERICA
and
PINCONNING AREA SCHOOLS
BOARD OF EDUCATION

In the administration of Section 10.7 - Job Posting, it is understood that new hires will not start to accumulate seniority until the day after the Bid Meeting following his/her date of hire and then only if that person is hired into a residual position left unfilled after the Bid Meeting.

FOR THE BOARD

Donald Dryden
Superintendent
Date: 10-19-87

FOR THE UNION

John D. Prior
Staff Representative
Date: 10-19-87

MEMORANDUM OF UNDERSTANDING
between
LU 7652, UNITED STEELWORKERS OF AMERICA
and
PINCONNING AREA SCHOOLS
BOARD OF EDUCATION

During negotiations leading to a Collective Bargaining Agreement effective from June 1, 1987 through 12:01 a.m. June 1, 1990, the subject of two Aides performing essentially Secretary work in the Curriculum Coordinator office was discussed. The issue was resolved as follows:

1. Both parties agree this is a Secretary job.
2. Current arrangements will continue with two (2) Aides (Schwerin and Buczek) covering the six (6) hour day of Secretarial duties.
3. If both leave, post as a six (6) hour Secretary job.

FOR THE BOARD

Donald Dryden
Superintendent
Date: 10-19-87

FOR THE UNION

John D. Prior
Staff Representative
Date: 10-19-87

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