

~~August 31, 1976~~
June 30, 1976

MASTER AGREEMENT
LAKE ORION COMMUNITY SCHOOL DISTRICT
LOCAL UNION #1472 - AFSC&ME
COUNCIL #23 - AFL-CIO
1975 - 1976

LAKE Orion Comm. Schools
315 N. Lapeer St.
LAKE Orion, Mi.
48035

LAKE
Orion
Community
School District

TABLE OF CONTENTS

	Page. No.
Agreement	1
Aid To Other Unions	4
Bulletin Boards	2
Call-In Pay	22
Discharge or Suspension	5
Dual Positions	2
Emergency Closing of School	3
Employee Education	22
Full Time Employee	13
Grievance Procedure	6
Holidays	14
Insurance	16
Leave of Absence	12
Management Rights	1
Maternity	13
Military Service	10
Miscellaneous	17
Outside Positions	3
Overtime	20
Paid Lunch Periods	22
Personal Business	12
Physical Examinations	2
Private Use of Equipment	3
Purpose and Intent	1
Recognition	1
Retirement - Disability	3
Retirement Pay	23
Seniority	8
Separability and Savings Clauses	23
Sick Leave	11
Special Conferences	8
Stewards and Alternate Stewards	5
Supplemental Agreements	8
Term of Contract	23
Union Activity	35
Union Security	4
Vacations	15
Wages and Hours	20
Wages	25

AGREEMENT

This Agreement entered into this 1st day of July 1975 between the Lake Orion Community School District (hereinafter referred to as the Board of Education or Employer) and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate local Union #1472 (hereinafter referred to as the Union).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, Employees and the Union.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE I

Recognition

- (a) The Board of Education recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining for custodians, bus mechanics, cafeteria workers, bus drivers, bus dispatcher, secretaries (except those noted in (b) below), switchboard operators, and teacher's aides in respect to hours, wages, terms and conditions of employment for the term of this agreement.
- (b) The following employee groups shall be excluded: Secretaries, Bookkeepers, and Payroll Department employees in the Administration Building, Supervisors, Messengers, Crossing Guards, and all substitute employees.

ARTICLE II

Management Rights

The Board of Education, in behalf of the District, except as modified by the specific terms of this Agreement, hereby retains all rights and powers to manage the Lake Orion Community School System. The Union recognizes these management rights, powers, authority, duties, and responsibilities as conferred upon and vested in it by the law of the land, and the Constitution of the State of Michigan, and the United States, including the right to:

- (a) Executive Management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
- (b) Determine methods, means, and personnel to operate the school efficiently.
- (c) Hire all employees subject to the provisions of law. To determine their qualifications and the conditions of their employment, or their dismissal or demotion, and to promote, and transfer all employees within the provisions of this contract.

- (d) Discharge employees because of legitimate reasons.
- (e) The right to subcontract any type of work shall be vested exclusively with the Employer, but subject to the provisions of this contract.
- (f) The Union agrees that State laws pertaining to Work Stoppages in Public School systems shall apply for the duration of this contract.

ARTICLE III

Bulletin Boards

Bulletin Boards and other established written media of the Union shall be confined to designated places in the respective buildings. The employers shall provide bulletin boards. The Union will maintain said bulletin boards in an orderly fashion. No obnoxious or inflammatory material shall be displayed on said bulletin boards.

ARTICLE IV

Physical Examinations

- (a) All employees shall have an annual T.B. Test. The cost of such test shall be borne by the employee and the results certified to the employer within fourteen (14) days following the opening of the fall semester.
- (b) All drivers of school buses shall, as evidence of their physical fitness and mental alertness, submit annually to a physical examination by a reputable physician designated by the Employer and they shall present the physician's certificate to the Superintendent. Cost of the examination will be paid by the Employer.

ARTICLE V

Dual Positions

A custodian, secretary, cafeteria employee, mechanic, teacher aide, switchboard operator, or any other employee of the Employer may apply to drive a school bus, and at the sole discretion of the Employer may be assigned to said duty.- if the Employees pass State of Michigan requirements for School Bus Drivers.

The following shall apply to employees who, in addition to their regular employment as either a custodian, secretary, cafeteria employee, mechanic, teacher aide, switchboard operator, or other employment with the Employer, drive a school bus.

- (a) The sick leave, vacation or holiday provisions of this Agreement shall not apply to the employee's performance of driving a school bus.
- (b) An employee shall not allow time spent in driving a school bus to interfere with the effective and complete performance of his duties as a custodian, secretary, cafeteria employee, mechanic, teacher aide, switchboard operator, or other employment with the Employer. If in the judgment of the Employer, the effective and complete performance of the Employee's duties is affected, the Employer may remove said employee from driving a school bus.

ARTICLE VI

Outside Positions

An employee shall not hold outside employment if, in the judgment of the Employer, it conflicts with his employment with the Employer or decreases the efficiency of the employee in his position with the Employer.

ARTICLE VII

Emergency Closing of School

When schools are closed because of inclement weather or other acts of God, employees are expected to report for work, if it is at all possible, with pay at regular hourly rate. However, if an employee cannot report for work because of an act of God, he will notify his employer by telephone as soon as possible, and will fill out the proper absence form when he returns to work, and shall be paid at his regular hourly rate.

ARTICLE VIII

Private Use of Equipment

- (a) The school bus garage, buildings, facilities, and equipment shall not be used by an employee for his private use without obtaining approval from the Superintendent.
- (b-1) Tools. The Employer agrees to provide all tools and equipment to do an adequate job for all employees, as determined by the Supervisor of the classification involved.
- (b-2) Mechanics shall furnish all hand tools which are common to the trade. The quality of the tools that said mechanics shall furnish shall be sufficient to insure that the service program of bus maintenance can be carried out successfully.
- (b-3) The Board of Education shall assume full cost of insurance on Mechanics' and Buildings and Grounds' personal hand tools, if such tools are a pre-requisite to the job.

ARTICLE IX

Retirement

The Board without prejudice may retire from service any employee who has attained the age of sixty-five (65) during the school year, or will attain that age prior to June 30, of the next year, but may, if deemed advisable, rehire the employee on a month to month basis.

Disability

The Employer without prejudice may retire from service at any time during the year any employee who is unable, because of physical and/or mental limitations, to fulfill the duties of his position of employment. The Employer shall attempt to transfer said employee to a position which he may be able to satisfactorily perform in the event that such position is available. The Employer, with professional advice, shall judge whether or not said employee can satisfactorily perform the duties to which he may be transferred, and whether there is a position available.

ARTICLE X

Aid to Other Unions

The Employer agrees that it will not negotiate with any other Union, individual, or group of individuals concerning the subject matter of this Agreement: nor promote, assist, aid, foster, or recognize any other Union during the term of this Agreement.

ARTICLE XI

Union Security

- Sec. 1. Each employee who on the effective date of this agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union ninety (90) calendar days after his hiring date of the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.
- Sec. 2. An exception to the above condition, however, shall recognize that any employee may exercise his choice of the following alternate conditions. In lieu of union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union.
- Sec. 3. The Employer will deduct from the pay of each employee covered by this Agreement all Union dues or service charges and initiation fees. All deductions shall be made during the first pay period of each calendar month. All sums deducted shall be remitted to the financial secretary of the Union each month in which such deductions are made. Deductions shall be made only after presentation to the employer of signed authorization forms.
- Sec. 4. Local and/or Council Representatives of the A.F.S.C. & M.E., AFL-CIO shall have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems with which they are concerned.
- If practical, the appropriate Administrator shall be informed of their presence.
- Sec. 5. A. Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues or service charge, signed by the Employee, together with the provisions of the Agreement.
- B. Limit of Boards Liability. The Board shall not be liable to the Union by reason of the requirements of this agreement for the remittance as payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE XI

Union Security - Con't.

The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for not complying with the Union Security Article.

ARTICLE XII

Stewards and Alternate Stewards

The Employer recognizes the right of the local Union to designate stewards and alternates from the employees covered by the terms of this Agreement. Such designations shall be limited to one steward for each classification for each of the school buildings located in the school district, and one steward for the bus drivers and one for the mechanics. In addition, a chief steward, certified by the bargaining unit, shall be recognized by the Employer. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) Local and/or Council Representatives of the A.F.S.C. & M.E., AFL-CIO shall have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems with which they are concerned. If practical, the appropriate Administrator shall be informed of their presence.
- (b) The investigation and presentation of grievances of employees within said steward's building or domain to the employer or the employer's representative or representatives in accordance with the provisions of this Agreement.
- (c) The steward or alternate may investigate and present grievances to the Employer during his regular working hours providing: that the time used for this purpose will not be abused, and stewards or alternates will perform their regularly assigned work at all times.
- (d) The stewards, during their working hours may, in accordance with the terms of this article, present grievances to the representatives of the Board of Education. The Superintendent will grant permission and provide sufficient time to the stewards to leave their work during working hours without loss of time or pay subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Chief Steward will carry grievance from Building to the Superintendent's office. Stewards will perform their regularly assigned work at all times. Any alleged abuse by either party will be a proper subject for a special conference.

ARTICLE XIII

Discharge or Suspension

- (a) The Employer shall not discharge or suspend any employee without just cause. The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing said employee's steward of the discharge or suspension.

ARTICLE XIII

Discharge or Suspension-Con't.

- (b) Should the Union consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the Superintendent or his representative within two (2) regularly scheduled working days after the discharge or suspension. The Superintendent or his designated representative shall give his answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure commencing at Step 4.

ARTICLE XIV

Grievance Procedure

Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both the Union and the Board to settle the same promptly through the following steps:

Step 1. Informal Conference

An employee with an alleged grievance, either accompanied by the Union steward or without such steward, will present facts of his alleged grievance to the representative or representatives of the employer to have his grievance adjusted, providing the settlement is not inconsistent with the terms of this Agreement, and providing the steward has been given the opportunity to be present at such settlement.

- (a) If the aggrieved employee is a bus driver or mechanic, with the bus supervisor, or a representative or representative designated by the Superintendent, or,
- (b) If the aggrieved employee is a cafeteria employee with the cafeteria supervisor, or a representative or representative designated by the Superintendent, or,
- (c) If the aggrieved employee is a custodian, secretary, teacher aide or switchboard operator, with the principal of the school in which the difference, dispute, or complaint arised, or a representative or representatives designated by the Superintendent.

Step 2.

In the event that the matter is not resolved by informal conference the Union may, within ten (10) working days after the conference provided in Step 1, reduce the grievance to writing and present the same to the appropriate representative of the employer as set forth in paragraph (a) or (b) or (c) of Step 1, above.

Step 3.

The representative of the employer shall give his answer, in writing, to the Union within ten (10) working days after receipt of the grievance.

ARTICLE XIV

Grievance Procedure - Con't.

Step 4.

If such answer does not settle the grievance, the Union may request the Superintendent or his designated representative or representatives to meet with the Union within ten (10) working days as a fact finding body to consider in good faith any methods of settlement which might be mutually agreed upon, including (non-governmental) mediation, or binding arbitration.

- (a) If the grievance remains unsettled the Union may, within thirty (30) working days, request arbitration by written notice to the employer (under rules of the American Arbitration Association), and the Arbitrator. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within (15) working days after notice has been given. If the parties fail to agree to an arbitrator, the arbitrator will be appointed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) working days after the conclusion of the testimony and arguments.

The arbitrator shall decide only matters of dispute within the context of the existing agreement.

- (b) Failure at any step of this procedure to communicate the answer on a grievance, within the specified time limits, shall permit lodging an appeal at the next step of the procedure within the time allotted had the answer been given. Failure to appeal an answer within the specified time limits shall be deemed an acceptance of the decision.
- (c) The time limits specified in this procedure may be extended, in any specified instance, by mutual agreement in writing.
- (d) The grievance procedures provided in this Agreement shall be separate from, rather than exclusive of, any procedures or remedies afforded to either party by law.
- (e) All grievances shall be taken up promptly, and no grievance shall be considered or discussed which is presented later than ten (10) working days after the knowledge or the occurrence of the events leading to the grievance.
- (f) Should either party fail to follow and abide by the grievance procedure set forth in this section, or the decisions, which are agreed upon by the parties through the use of said procedure, the offending party shall be denied further recourse to the grievance procedures with respect to said matter. If it is determined by both parties that an honest error had been made, the grievance procedure may be reopened.
- (g) Once a grievance has been disposed of thru the grievance procedure it cannot be brought up again for the duration of this contract.

ARTICLE XV

Special Conference

Special conferences may be called by the President of the Local Union, or the Employer or its designated representatives on important matters to be determined between the Employer and the Union. Such formal meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such conferences shall be made at least five (5) working days in advance of the meeting. An agenda shall be prepared jointly by the Employer and the Union. Matters taken up in such conferences shall be confined to those items included in the agenda. Members of the Union shall not lose pay for time spent in such conference. These conferences may be attended by members of the Board of Education or designated representatives, representatives of the Council, or representatives of the International Union.

ARTICLE XVI

Supplemental Agreements

All supplemental agreements shall be subject to the approval of the Employer and the Chapter or Local.

ARTICLE XVII

Seniority

- (a) Probationary Employees: Newly hired employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. When the employee completes the probationary period by accumulating ninety (90) calendar days of employment, he shall be entered on the seniority list as of the date of hire.
- (b) General: Seniority shall be on a school - wide basis and be established for each classification of custodians, secretaries, mechanics, cafeteria employees, teacher aides, switchboard operators, bus drivers, bus dispatcher, and buildings and grounds.
- (c) Seniority List:
 - 1. The Employer shall compile a seniority list for each job classification quarterly. The Board will notify the Union of all new hires, discharges, quits, and retirements. Union will furnish a list of officers and stewards to the Employer at the beginning of school year, and then whenever changes occur.
 - 2. Seniority shall not be affected by race, sex, marital status, or dependents of employee, or whether or not the employee is a member of the Union.
 - 3. Employees hired the same day shall be listed alphabetically by last name.

ARTICLE XVII

Seniority - Con't.

(d) Loss of Seniority: An employee shall lose seniority for the following reasons:

1. He quits.
2. He is discharged.
3. He is absent for three (3) consecutive working days without notifying the Employer, or without the consent of the Employer.
4. He does not return to work within ten (10) working days after registered or certified letter has been sent to his last known address notifying him of his recall from layoff.

(e) Layoffs and Rehiring:

1. Seniority within job classifications shall prevail in the layoff and rehire of employees. In reducing the work force of a job classification because of lack of work or other legitimate cause, the last employee hired in the job classification shall be the first employee laid off, and the last employee laid off in the job classification shall be the first employee rehired. In the layoff and rehire of laid off personnel the particular work performed by said employee shall be considered an important factor. The Union and the Employer shall jointly decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.
2. Notification of lay-off and recall shall be by registered mail or telegram to the last known address as supplied by the employee to the Employer.
3. Notwithstanding their position on the seniority list, the officers: President, Treasurer, Local and Chapter Secretaries, Chapter Chairman, Chief Steward, and Stewards (with the exception of illness), in the event of layoff of any type, shall be continued at work as long as there is a job in their department which they can perform. Qualifications shall be determined jointly between the Union and the Employer. The above shall not be applicable during the Summer period when school is not in session.

(f) Transfer and Promotion

1. Transfer and promotion of employees shall be made by the employer based upon the seniority and qualification of the employees. Qualification shall be set by the employer and posted.
2. The senior employee who is qualified will be given a thirty (30) calendar day trial in the new assignment. The assignment will become permanent if the trial period is satisfactory to the Employer and the Employee.

ARTICLE XVII

Seniority - Con't.

3. Employees promoted to a new classification will be placed at the starting step of the new classification, or at the step of the new salary schedule that will assure an increment.
4. During the 30 day trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee by the employer.

ARTICLE XVIII

Military Service

The provisions of this subparagraph shall be subject to all applicable federal laws now in force, or as amended, relating to the rights of returning veterans. Such federal laws or regulations shall be applied if inconsistent in any manner with the provisions of this paragraph.

- (a) Any employee who shall enter into active service in the Armed Forces of the United States shall be given a leave of absence without pay subject to the conditions herein.
- (b) Said employee shall retain any rights accumulated prior to his leave of absence, and any rights guaranteed under the applicable federal laws now in force, or as amended.
- (c) Such employee, upon termination of such leave, shall be offered reemployment in his previous position, or a position of like status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In such event he will be offered employment, as may be available, which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements.
 1. He has not been dishonorably discharged.
 2. He is physically able to do the work.
 3. He applied for employment within ninety (90) days after completion of service, or release from hospitalization continuing not more than one (1) year after discharge from service.
- (d) As used herein, "Armed Forces of the United States" is defined as, and is limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or the Public Health Service.
- (e) Failure of an employee on a military leave of absence to make application for reinstatement within such ninety (90) days period shall be considered as a resignation, and such employee shall lose all employment rights he would otherwise be entitled to hereunder.

ARTICLE XIX

Sick Leave

- (a) Each non-teaching employee shall accumulate sick leave days at the rate of one (1) day for each full month, or major portion thereof, of continuous employment to a maximum of 12 days total accumulation per year. Unused sick leave days shall be allowed to accumulate without limit.
- (b) Continuous employment shall be decided to have been broken by:
 - 1. Three (3) days or more of absence without notice or approval of the Employer or,
 - 2. Termination of employment by resignation or discharge.
- (c) In case of illness or death, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:
 - 1. Personal illness.
 - 2. Serious illness or quarantine in the immediate family. Immediate family shall be defined as mother, father, wife, husband or child.
 - 3. A total of five extra reimbursed leave days per year may be used by the employees to meet involuntarily the requirements of governmental agencies and for the purpose of attending immediate family funerals. If the combination of governmental days and the funeral days exceed five (5) days, excess over five days shall be deducted from such sick leave to the extent that such sick leave has been accumulated and thereafter, shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sister-in-law, sons-in-law, brother-in-law, daughters-in-law, and grandchildren.
- (d) Employees who lost wages because they have banked no sick days will be reimbursed this lost income at the termination of their employment or at the end of the fiscal school year if, during the remainder of the year in which that income was lost, they have earned sufficient sick leave days to cover this loss.
- (e) Payment is contingent upon the employee giving immediate notice to the employer at the start of his absence, and shall be at the employee's regular hourly rate and for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours.

ARTICLE XX

Personal Business

The board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business or funerals other than in the immediate family as defined in article XIX number three (3). Absence must be approved by the immediate supervisor, and notice shall be given twenty-four (24) hours in advance, if possible. A general explanation, such as "legal business" or "personal appointment," is all that is required, when request is made. Employees called for jury duty, or subpoenaed by any other governmental agency, shall be paid by the Board of Education a sum equal to the difference between what he is paid by the Government Agency and his regular wage or salary for the time he serves.

ARTICLE XXI

Leave of Absence

- (a) If an employee is unable to report for work because of sickness or other legitimate reasons, he will notify the Employer before the start of his regular work period, or as soon as possible.
- (b) General:
 - 1. An employee who requests a leave of absence shall make application in writing to the Employer.
 - 2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances, and the parties agree that the determination of whether or not the request shall be granted rests solely in the discretion of the Employer.
 - 3. A leave of absence without pay, when granted in writing by the Employer, shall not exceed ninety (90) days at any one time. Renewal in writing may be granted at the sole discretion of the Employer for additional periods of ninety (90) days.
 - 4. Any employee taking a leave of absence without prior written approval of the Employer shall be considered to have voluntarily terminated his employment.

ARTICLE XXII

Union Activity

Member employees of the Union who are selected for a full-time office or position with the Union shall receive, at the written request of the Union, a leave of absence without pay for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his former position, or one reasonably equivalent thereto, providing he requests reinstatement within ten (10) days after the expiration of the term of such office or position.

ARTICLE XXIII

Maternity

- (a) An employee, upon determining that she is pregnant, shall notify the Employer in writing immediately.
- (b) The date the employee shall cease her duties shall be on or before the sixth month of pregnancy. Commencing with the date agreed upon for termination of her duties, the employee shall be given a leave of absence without pay for a period not to exceed three (3) months after the birth of her child.
- (c) During the leave of absence the employee shall not lose any previously accumulated sick leave days or other acquired rights. Prior to the end of her leave of absence the employee shall inform the employer, in writing, that she is willing and ready to resume her employment. She shall be returned to a like position at that time, and suitable medical evidence is presented to the Employer by said employee certifying that she is capable of performing her duties.

If, prior to three (3) months after the birth of her child, the employee does not inform the Employer in writing of her willingness to commence her duties, or if said employee shall fail to return to work upon the expiration of her leave of absence after being requested to do so by the Employer or his designated representative, she shall be deemed to have voluntarily terminated her employment.
- (d) In order for an employee to be eligible for a like position she must have worked one (1) school year prior to her leave.

ARTICLE XXIV

Full-Time Employees

- (a) Full-time employees will be defined as employees normally scheduled to work 30 hours a week, 12 months a year.

School Year Employees

- (b) All employees working 30 hours or more per week for the school year or more will receive full benefits except as specified in Article XXV and Article XXVI.
- (c) Employees working twenty (20) hours, but less than thirty (30) hours, per week will receive the same benefits as thirty (30) hour employees with the exception of life insurance and Blue Cross health insurance, and Long Term Disability.

ARTICLE XXV

Holidays

- (a) The following shall be recognized as paid holidays for full-time custodians, buildings and grounds personnel, mechanics, secretaries, teacher aides, and switchboard operators whose customary term of employment is for fifty-two (52) weeks:

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

- (b) The following shall be recognized as paid holidays for full-time custodians, mechanics, secretaries, teacher aides, and switchboard operators whose customary period of employment is the school year.

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

- (c) The following shall be recognized as paid holidays for cafeteria and bus drivers of the school district: "less than full time switchboard operator".

Thanksgiving Day
Day following Thanksgiving
New Year's Day
Good Friday
Memorial Day
One (1) Spring Vacation Day (to be determined)
Labor Day

In no event, however, shall a day that students are in school be defined as a holiday.

- (d) All eligible employees shall receive holiday pay at their regular rate for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours. Holidays that fall on Saturday shall be paid holidays. Should any of the above days, except Christmas Eve, or New Year's Eve, fall on a Sunday, the following Monday shall be observed as the holiday. In the event that Christmas Eve, or New Year's Eve falls on Saturday or Sunday no holiday pay for such day shall be made.

ARTICLE XXV

Holidays (Cont.)

- (e) If an employee eligible for holiday pay is required to work on a holiday, he shall be paid, in addition to his holiday pay, one and one half ($1\frac{1}{2}$) of his regular hourly rate for each hour worked on said holiday.
- (f) No employee shall be eligible to receive holiday pay until he has been employed for a period of at least ninety (90) days.
- (g) An employee will not receive holiday pay for the designated holiday if he is absent without leave the scheduled work day preceding the holiday or the scheduled work day following the holiday, provided that such days fall within the same week as the holiday. The provisions of this section apply only to those employees having seniority under this Agreement.

ARTICLE XXVI

Vacations

- 1. (a) All full-time employees shall be entitled to vacation at their regular hourly rate of pay on the following basis:

1 to 12 months	5/6 day per month
1 yr. to 7 yrs.	2 weeks
7 yrs. to 15 yrs.	3 weeks
15 yrs. and over	1 additional day per year to max. of 20 days.
- 2. (a) All school year employees will receive 10/12 of the vacation schedule in accordance with their seniority.
- (b) Employees may take their vacations as earned, at any time during the year with the approval of the Employer, subject to the condition that the operations of the school system shall not be impaired.

The employee shall notify the Employer of first and second choices at least two weeks (10 working days) prior to the intended period of his vacation. In the event of a conflict regarding vacation periods, the earliest request shall be given priority. If requests are submitted on the same date, seniority shall govern.
- (c) If a regular pay day falls during the employee's vacation, and he wants advance pay, he must make the written request at least two weeks prior to the time of vacation.
- (d) An employee who is entitled to a vacation shall not be allowed to take money in lieu thereof. All vacations must be taken during the current year. Vacations are not accumulative or retroactive.
- (e) 1. Employees may split their vacation into one (1) week segments with the approval of the Superintendent.

Article XXVI

Vacations (Con't)

- (e)
2. Whenever a paid holiday falls within an eligible employee's vacation period, and occurs on a day which is within the employee's regularly scheduled work week, the eligible employee shall be granted an extra day during such vacation period.
 3. Consideration will be given to rescheduling vacations on a weekly basis due to accident or prolonged illness occurring after the vacation period has started. Rescheduled days will be charged against accumulated sick leave.
- (f) Employees who resign, or who are discharged, shall forfeit all vacation rights, except those who have accumulated one (1) year or more of seniority. Their vacation pay shall be prorated on a monthly basis.
- (g) Vacations may be scheduled during the year of the employees service anniversary.

ARTICLE XXVII

Insurance

- (a) The board shall provide up to full family Blue Cross-Blue Shield MVF II with ML Rider and Master Medical (option 1) health care insurance. All thirty (30) hour or more a week employees are eligible for this benefit with the following exceptions.
1. School year employees if they wish to carry insurance during the summer when they are not working may do so upon signing a written form authorizing premiums deducted from their pay.
 2. Employees averaging less than thirty (30) hours, but more than fifteen (15) hours per week, may elect to belong to the group. These employees must pay the group rate premium through payroll deduction.
- (b) The Board shall provide for all school year and 12 month employees who work an average of 30 hours or more per week, group life insurance protection in the amount of \$8,000 to be paid to the employees designated beneficiary. In the event of accidental death the insurance will pay double the specified amount. Coverage shall cease with termination of employment. The employee may make application to the carrier for the purpose of continuing the coverage on an individual basis.
- Option: Employees working twenty (20) hours or more but less than thirty (30) hours may, at their own expense, take out life insurance through pay-roll deduction.

ARTICLE XXVII

Insurance (Con't.)

- (c) The school will terminate Blue Cross and Life Insurance coverage 30 days after the employee's sick leave is exhausted. If the employee wishes coverage continued, he may make arrangements through the Payroll Office to continue coverage on a contributory basis. The payments are due in advance and must be in the Payroll Office by the 5th of the month.
- (d) Long Term Disability insurance paid by Board to all employees normally scheduled to work thirty (30) hours or more per week.

Gross Monthly Indemity - 66-2/3% of insured's monthly wages.
Elimination Period - 90 days or accumulated sick leave whichever is greater.

Maximum Income Period - To insured's age 65.

Option: Employees working twenty (20) hours or more but less than thirty (30) hours may, at their own expense, take out Long Term Disability insurance through payroll deduction.

- (e) Workmen's Compensation: Any employee who is absent because of an injury or disease which is compensated under Michigan Workmen's Compensation Act may elect to use his cumulative sick days, pro-rated, to receive the difference between the Workmen's Compensation benefits and his average full pay, excluding overtime pay.

Injuries shall be reported by the employee to their supervisors as soon as possible, but not later than three (3) calendar days after occurrence. 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 time lost.

ARTICLE XXVIII

Miscellaneous

- (a) Transportation:
1. A bus driver employee shall assume full authority over his bus and its passengers. Said driver shall not discharge any students from a bus for misbehavior while on route to and from school. The driver shall report to the building principal the misconduct of any pupil while on his bus or under his immediate supervision, or return the bus with its load of students to the said building in order to report the student misconduct to the building principal.
 2. A bus driver shall not deviate from the scheduled bus routes or make any stops other than the official stops established by the Employer.

ARTICLE XXVIII

Miscellaneous (Con't.)

3. Employee bus drivers shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form which will be furnished by the Employer.
4. All field trips shall be assigned on a seniority, rotating basis. A minimum of two hours shall apply except for the continuation of a regular run. Trips shall be assigned two days in advance when possible.
5. Drivers shall be paid the following meal allowances when on Field Trips outside the environs of the Lake Orion Community School District:

Breakfast	\$1.50 from 6:00 A.M. to 8:00 A.M.
Lunch	\$1.50 from 11:00 A.M. to 1:00 P.M.
Dinner	\$2.50 from 6:00 P.M. to 8:00 P.M.
6. Drivers shall be paid from time they leave the lot until they return to the lot. All bus drivers will be allowed thirty (30) minutes per day for gas-up, clean-up and warm-up.
7. Field and Athletic trips shall be paid from the time they leave the lot until they return.
8. Notice of vacant bus runs will be posted in the drivers room within five (5) days of becoming vacant and appointment of said runs will be made three (3) days after posting, on the basis of strict seniority.
9. Drivers, as a condition of employment, shall, when initially hired, present a valid chauffeur's license. The Board shall reimburse the driver for subsequent renewals of the license.
10. A forty-two (42) week driver, once assigned a run at the beginning of the scheduling period, shall not be bumped by another driver irrespective of seniority.
11. Field Trips:

All field trips assigned to a driver must be taken or forfeited; and if refused, the driver will be charged provided a twenty-four (24) hour notice has been given.
- 12.. Bus runs will be assigned by seniority.
13. Jobs will be assigned at a meeting of all transportation employees held for that purpose prior to opening of school.
14. Job changes shall be held to a minimum and subject to meeting of the transportation steward, transportation supervisor, and driver involved.

ARTICLE XXVIII

Miscellaneous (Con't.)

15. All hours on field trips will be equalized as nearly as possible with a posting of charged hours once every three (3) months. (Charged hours shall be defined as the hours which go over the drivers regular run.)
16. The top seniority driver eligible, (rotation) to drive on any given day shall have choice of extra trips or trip for that day. In the event the elected run cannot be covered by the rotation schedule, the run will be assigned to a qualified driver by inverse seniority.
17. All extra trips shall be posted two (2) days in advance or more whenever possible.
18. There shall be no discrimination as to age, race, sex, religion, or national origin, dual job positions and etc.
19. Past practice will prevail whenever possible on the assignment of new buses.

(b) Mechanics:

1. Mechanics may be requested to drive a school bus from time to time, and any time spent driving a bus during a mechanic's working hours shall be considered part of the mechanic's regular job and not reimbursed separately.
2. The Board of Education shall assume the full cost of Mechanics and Buildings and grounds uniform rental; and shall provide an additional uniform change per week for the Mechanics.

(c) Custodians:

1. No custodian shall open a building for any groups without having been notified by the Building Principal.

(d) Cafeteria Employees:

1. All cafeteria employees shall have a valid food handlers card placed on file with the employer.
2. The school system agrees to furnish aprons for cafeteria employees.
3. Meals will be provided at no charge to all cafeteria employees.
4. Cafeteria employees working four (4) hours or more will be entitled to a 10 minute rest period. Rest periods shall be scheduled by the cook-manager.
5. All cafeteria employees shall be on a 90 calendar day probationary period.

ARTICLE XXVIII

Miscellaneous (Con't.)

6. Lunch time (15 minutes) will be paid to all cafeteria workers.
 7. All cafeteria employees will receive \$35.00 per year annual clothing allowance to be paid at the end of each school year, providing the employee has completed his probationary period.
- (e) Aides:
1. Noon Aides will be called to substitute, by building, for full-time Aides.
- (f) General:
1. A safety committee shall be structured consisting of representatives from both parties numbering not more than three (3) persons from each party. This committee shall meet periodically for the purpose of reporting and making recommendations to the administration.
 2. Employees shall not be held responsible for the actions or damage of students providing, that the employee has done what might reasonably be expected of a person in his situation.

ARTICLE XXIX

Wages and Hours

It is recognized that the requirements of maintaining a school system make the setting of definite working hours impractical. The employer within the provisions of this Agreement shall have the right to alter or change the work week.

- (a) All employees: The regular work week shall be not more than forty (40) hours, consisting of eight (8) hours per day.
- (b) The first shift may start on or after 5 A.M. but not later than 8:00 A.M.
- (c) The second shift may start on or after 1 P.M. but not later than 3:30 P.M.
- (d) The third shift may start on or after 10 P.M. but not later than 12 A.M.
- (e) No shift may be changed to avoid the payment of overtime. Any disputes over this matter shall be subject to the grievance procedure.

Overtime

- (a) Overtime will be paid at the rate of time and a half.
- (b) Overtime will be paid after eight (8) hours per day.

ARTICLE XXIX

Wages and Hours (Con't.)

- (c) Overtime will be computed on the basis of fifteen (15) minutes intervals or major fractions thereof.
- (d) Overtime will be paid for work performed on Saturdays, Sundays and Holidays. Boiler room and building checks on Saturdays, Sundays, and Holidays will be on a two (2) hour minimum per building check. In no case will premium time be allowed to pyramid.
- (e) Overtime will be divided on an equitable basis within each building or unit. Overtime that is refused will be charged as time worked. In cases of refused overtime the employer may call in an employee from another building or unit. The Employer shall quarterly publish and make available to the Union the status of unit employees regarding overtime.
In case of emergency the employer will expect the employees to work the necessary overtime to remedy the situation.
- (f) Actual time will be established for building check. Building will be grouped as follows:
1. (High School
(Junior High East
 2. (Elizabeth Street
(Blanche Sims
 3. (Junior High West
(Proper
(Carpenter
 4. (Pinetree
(Stadium
(Webber
- (g) The responsibility of building checks will be the building head custodian. He will make the checks himself or appoint a custodian to make the checks. Tours of duty will be alternated within each group.
- (h) Time required beyond established time set for Building Checks, to take care of emergencies (mechanical failures, break-in's, malicious damage, etc.) will be paid at time and one-half.
- (i) If a person works a full shift or more in a higher classification, he shall be paid the rate of the classification to which he is assigned. If an employee works in a lower classification, he shall receive his regular rate of pay. Such assignments to a different classification of work must be the responsibility of management.

ARTICLE XXX

Call-In Pay

- (a) A minimum of three (3) hours will be given as "Call-in" pay, but shall not exceed the regularly scheduled shift.
- (b) Call-in time, after regular shift, will not be less than three (3) hours for cafeteria employees. The minimum of three hours does not apply to the continuation of a shift.

ARTICLE XXXI

Paid Lunch Periods

- (a) Employees working the second and third shifts shall have a thirty (30) minute paid lunch period.
- (b) Secretaries shall be entitled to a thirty (30) minute paid lunch period.

ARTICLE XXXII

Employee Education

- (a) The Board of Education, as it deems necessary, shall provide opportunities for in-service training sessions for all Employees.
- (b) Employees required to attend classes or training sessions during other than regular working hours, will be compensated at their regular rate of pay for the required hours of attendance.
- (c) Mileage will be paid if required classes are outside a 20-mile radius from Lake Orion.
- (d) The Employer, when possible, will send employees each year to the Summer Conference for Public Service Employees at Oakland Schools Intermediate District on a rotating basis, at no cost or loss of pay for employees, other than the responsibility of providing his own transportation.
- (e) An annual cash allowance will be given any Lake Orion non-instructional employee who acquires certified hours of public service instruction as follows:
Allowance will be paid in a lump sum at the end of each school year.

100 hours	\$100.00 per year.
200 hours	175.00 per year.
300 hours	225.00 per year.

ARTICLE XXXIII

Retirement Pay

All employees who retire from Lake Orion Community Schools and are eligible for benefits under the Michigan Public School Employees Retirement Fund shall receive pay based on one-third (1/3) their accumulated sick leave days. The rate of pay shall be based on one-half (1/2) their current pay.

The annual salaries stated in this contract do not constitute a maximum yearly pay. Salaries shall be based on the hourly rates established in this contract.

ARTICLE XXXIV

Separability and Savings Clauses

- (a) If any provision of this Agreement, or any schedule attached hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provision or schedule should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such provision or schedule to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.
- (b) In the event that any provision, or schedule, is held invalid or, enforcement of, or compliance with, which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

ARTICLE XXXV

Term of Contract

- (a) This Agreement shall become of full force and effect on July 1, 1975 and shall continue thru June 30, 1976.
- (b) Either party desiring to negotiate any changes, additions, or modifications in this Agreement with respect to hours, wages, terms and conditions of employment shall notify the other party, in writing, ninety (90) days prior to the annual anniversary of this contract. The respective bargaining committees of each party to this Agreement will meet thereafter at such mutually convenient times for said purpose.

WAGES

	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Cust. Bldg. & Grds.	4.21	4.40	4.51	4.74
	(\$5.00 for two of the Building & Groundsmen for each week of the winter required for standby - November 1 thru April 1)			
Head Mechanic	4.43	4.65	4.83	5.10
Mechanic	4.19	4.42	4.60	4.87
Bus Drivers	3.97	4.15	4.45	
Bus Dispatcher	(receives 10¢ per hour above bus driver rate for all hours worked)			
Secretaries	3.24	3.59	4.10	
Cook Mgrs.	3.16	3.29	3.34	3.53
Cook Bakers	2.87	2.97	3.04	3.21
Cafeteria Helper	2.62	2.73	2.79	2.97
Food Ser. Driver	2.80	2.97	3.04	3.21
Teacher Aides	2.79	2.91	3.03	

All Head Custodians, Head Mechanics, Head Bldg. & Grounds, shall be paid an additional eight (.08) cents per hour for each employee working under his direction, including himself.