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A G R E E M E N T

BETWEEN THE

MAYVILLE BOARD OF EDUCATION

Mayville, Michigan

and the

MAYVILLE SCHOOL EMPLOYEES

Council #55, AFSCME, AFL-CIO

Mayville, Michigan

covering the period from

July 1, 1974 through June 30, 1975

Mayville Community School

Mayville Community School
6250 Fulton St.
Mayville, Mich. 48744

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PURPOSE AND INTENT	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	UNION SECURITY	2
IV	DUES CHECK OFF	3
V	REMITTANCE OF DUES	4
VI	UNION REPRESENTATION	4
VII	SPECIAL CONFERENCES	5
VIII	GRIEVANCE PROCEDURES	5
IX	DISCHARGE AND SUSPENSION	8
X	SENIORITY, PROBATIONARY EMPLOYEES	8
XI	SENIORITY LISTS	11
XII	LOSS OF SENIORITY	11
XIII	LAY OFF AND RECALL	12
XIV	TRANSFERS	13
XV	JOB POSTINGS AND BIDDING PROCEDURES	13
XVI	LEAVES OF ABSENCE	14
XVII	BULLETIN BOARDS, AND USE OF FACILITIES	15
XVIII	RATES FOR NEW JOBS	16
XIX	TEMPORARY ASSIGNMENTS	16
XX	OVERTIME AND THE EQUALIZATION OF OVERTIME HOURS	16
XXI	WORKING HOURS	18
XXII	SICK LEAVE	20
XXIII	HOLIDAY PROVISIONS	21
XXVI	VACATION ELIGIBILITY	22
XXV	VACATION PERIODS AND PAY	22
XXVI	HOSPITALIZATION INSURANCE, MEDICAL COVERAGE	23
XXVII	NEGOTIATIONS PROCEDURES	23
XXVIII	WORK INTERRUPTIONS	24
XXIX	COMPENSATION	25
XXX	SENIORITY OF OFFICERS AND STEWARDS	26
XXXI	DURATION OF AGREEMENT	26
	ATTACHMENT "A"	27
	ATTACHMENT "B"	28

AGREEMENT

This Agreement, entered into this 30th day of August, 1974, by and between the Board of Education of the Mayville Community Schools, Mayville, Michigan, (hereinafter designated the "Board") and the Mayville School Employees, Chapter of Local 2697, affiliated with Council #55, AFSCME, AFL-CIO, (hereinafter designated the "Union")

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Board's success in establishing a proper service to the community.

It is further intended to provide for the operation of services provided by the Board under methods which will further to the fullest extent possible economy and efficiency of operation, elimination of waste, protection of property and avoidance of interruptions.

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

ARTICLE I - RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, to the extent required by Act 379, Public Acts of 1965 for all Bus Drivers, Custodians, Cooks, Office-Clerical, Maintenance, Aides, and Mechanical employees, EXCLUDING supervisors, temporary employees, substitutes and all other employees.

ARTICLE II - MANAGEMENT RIGHTS

A. The Board retains the sole right to manage its affairs, including but not limited to: the right to plan, direct and control its operations; to determine the location of its facilities; to decide the school hours and calendar; to study and/or introduce new or improved methods; to maintain order and efficiency; to promulgate work rules; to hire; to establish work schedules; to determine the number and complexion of its employees and standards of workmanship and all other rights and perogatives subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

B. The Union recognizes the right of the Board to sub-contract any work.

C. The Board retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

1. The Board has established a set of work rules which have been attached to this Agreement, (Attachment A).

2. Grievances protesting discipline must be filed within ten (10) working days after the action was taken.

ARTICLE III - UNION SECURITY

A. The parties of this Agreement hereby affirm their adherence to the democratic principles of free, uncoerced choice, and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, or national origin.

B. Present employees need not join the Union as a condition of employment. Employees hired hereafter shall be required to join the Union, or pay an amount equivalent to the monthly Union dues which

is established as a Service Fee, on or after their thirtyth (30th) day of employment as a condition of continued employment - (but confine Union membership again only to the obligation to pay uniform dues and fees).

C. The Union agrees to assume and pay the legal expenses of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Union further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action.

ARTICLE IV - DUES CHECK OFF

A. During the life of this Agreement, the Board will deduct current uniform dues on a monthly basis, provided that, at the time of such deduction, there is in the possession of the Board a current written assignment executed by the employee.

B. Previously signed and unrevoked written authorization forms shall continue to be effective as to current employees and as to reinstated employees.

C. In the event that a refund is due any employee, it shall be the responsibility of the Union to make such refund to the employee.

D. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

E. The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any employee as provided, it shall make the deduction from the employees' next pay.

F. The Union agrees that at no time will it solicit or collect monies of any kind on the Board's time.

ARTICLE V - REMITTANCE OF DUES

A. Check off deductions under all properly executed authorizations for check off shall become effective at the time of signing the Authorization by the employee and shall be deducted from the next pay period, provided ample notice has been given.

B. Deductions for any month shall be remitted to the Financial Officer of the Union not later than the first of the calendar month following the deduction. A list of employees and their deductions will be available at the Board's Business Office.

ARTICLE VI - UNION REPRESENTATION

A. The Union shall designate to the Superintendent of Schools in writing, the Union representatives and the Board shall not be required to recognize or deal with any employees other than the ones so designated.

B. The Board agrees to recognize one (1) Chapter Chairman and four (4) stewards for the purpose of grievance, representation to be allocated as follows:

1. One (1) steward from the four (4) classifications: Transportation - Cafeteria - Office/-
Clerical/Aides - and - Custodial/Maintenance.

2. Alternate stewards, who would serve only in the absence of the regular steward, will also be recognized by the Board.

C. The Union, in contract negotiations, shall be represented by employees in bargaining units, not to exceed five (5) plus a representative of Council #55 and/or International.

D. All Union representatives must conduct Union business outside of regular working hours except for current grievances. In such cases, the steward may process or investigate a grievance for a period not to exceed one (1) hour per shift, providing this does not drastically interrupt the normal operation of the school, and further providing that this provision is not abused.

ARTICLE VII - SPECIAL CONFERENCES

A. Special conferences will be arranged between the Chapter Chairman and the Board or its designated representatives not to exceed one (1) conference per month unless agreed upon by both parties, except Council #55 may request additional conferences. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Board. Arrangement for such Special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special conference shall be confined to those included in the Agenda. Conferences shall be held outside the normal working day. These meetings may be attended by representatives of Council #55 and/or representatives of the International Union.

B. Three (3) meetings may be called in the Cooks, Aides, and Bus Driver classifications during the school year by the administration for the purpose of job training and improvement. Meetings will be held outside the normal working day for 2½ (two and one-half) hours without remuneration. All employees in the above listed classifications must attend.

ARTICLE VIII - GRIEVANCE PROCEDURES

A. A grievance under this Agreement is a written dispute, claim, or complaint arising under and

during the term of this Agreement and filed by an authorized representative of the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that each step must be adhered to as set forth herein or the grievance is forfeited.

B. All grievances must be filed within ten (10) working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file the grievance is forfeited and no grievance shall be deemed to exist.

C. Any employee having a complaint shall first take up the matter with his immediate supervisor or steward (if desired). If no satisfactory answer or disposition is received within three (3) working days, the complaint shall be processed as follows:

Step 1: The employee and steward shall, within five (5) working days of the occurrence of the circumstances giving rise to the grievance, reduce the matter to written form stating all facts in detail and submit same to the supervisor. The supervisor shall, within five (5) days, record his disposition in detail on all three (3) copies of the Grievance Report Form (see Attachment "B"), returning two (2) copies to the steward.

Step 2: Failing to resolve the Grievance in the First Step, the Chapter Chairman shall, within five (5) working days of the receipt of the supervisor's disposition, take the matter up with the Superintendent of Schools. The Superintendent shall, within five (5) days of the receipt of the Grievance, record his disposition on all copies of the Grievance Report Form and return two (2) copies to the Chapter Chairman.

Step 3: Failing to resolve the issue in the Second Step, the Chapter Chairman shall, within five (5) working days of the Superintendent's disposition, contact the Superintendent of Schools and arrange a meeting with the Board. This meeting shall be

scheduled at a mutually agreeable time which shall not exceed thirty (30) days. If the parties in this step are unable to resolve the Grievance, the Board's decision may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on evidence not previously disclosed to the opposite party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgement thereon may be entered in any court of competent jurisdiction.

D. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him.

E. The costs of any arbitration under this Article shall be paid as follows:

1. Determination by the arbitrator in favor of the Board, cost of arbitration is completely the responsibility of the employee or the Union.

2. Determination by the arbitrator in favor of the employee or the Union, cost of arbitration is completely the responsibility of the Board.

3. In the event that the determination is not clear cut, the arbitrator shall stipulate which party shall pay the costs.

F. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a

disposition is not made by the Board within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extensions which may be agreed to, shall automatically be closed upon the basis of the last disposition.

ARTICLE IX - DISCHARGE AND SUSPENSION

A. The Board agrees, promptly upon the discharge or suspension of an employee, to notify the employee of the discharge or suspension in writing. Said notice shall contain the specific reasons for the discharge or suspension and be acknowledged by the employee.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and his steward.

C. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the proper step of the grievance procedure.

D. In imposing any discipline or discharge on a current charge, the Board may take into account any prior infractions that occurred within the two (2) years immediately preceding.

ARTICLE X - SENIORITY, PROBATIONARY EMPLOYEES

A. New employees hired into the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, he

shall be entered on the seniority list from the date of hire. There shall be no seniority among probationary employees. Probationary employees are not eligible to the rights of the grievance procedures. Time worked as a substitute will be counted toward the sixty (60) working day probationary period on a pro-rata basis.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Union activity.

C. For the purpose of this Agreement, employees will carry two (2) tenure status categories - Seniority and Longevity.

1. Seniority: Seniority shall be on a job classification basis in accordance with the employees last date of hire into the classification. It shall be used for the purpose of; (1) LayOff and Recall, (ARTICLE XIII), (2) Shift Preference (ARTICLE XIV), and (3) Job Bidding (ARTICLE XV). Further, it shall be on a pro-rate basis according to the following schedule:

a) Bus Driver: Two (2) routes a day for a school year constitutes ten (10) months seniority in this classification. A person driving one (1) run for ten (10) months accumulates five (5) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.

b) Custodian, Maintenance, Mechanic: Thirty hours per week for fifty-two (52) weeks (including vacation time, sick days and holidays) shall constitute twelve (12) months seniority in this classification. A person working

less months, or weeks, or hours per week shall receive a pro-rata share. Twenty (20) hours per week would be two-thirds (2/3), while forty (40) weeks would be ten-thirteenth (10/13).

c) Cooks: A person working thirty (30) hours per week for a school year constitutes ten (10) months seniority in this classification. A person working less weeks or less hours per week shall receive a pro-rata share. A person cannot accumulate more than ten (10) months in one (1) calendar year.

d) Office/Clerical/Aides: A person working thirty (30) hours per week for forty-eight (48) weeks will accumulate twelve (12) months seniority in this classification. A person working less hours or less weeks shall receive a pro-rata share. Thirty (30) hours per week for the school year of forty (40) weeks would accumulate $40/48 \times 12$, or ten (10) months.

e) EMPLOYEES CANNOT ACCUMULATE MORE THAN TWELVE (12) MONTHS SENIORITY IN ONE (1) CALENDAR YEAR.

2. Longevity: Longevity shall be on a school-wide basis in accordance with the employee's last date of hire into the school system. It shall be used for the purposes of; (1) Compensation (ARTICLE XXIX), (2) Sick Leave (ARTICLE XXII), and (3) Vacation - Eligibility, Periods, and Pay (ARTICLES XXIV and XXV). Longevity shall be computed in school years.

D. Job Classification Seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification. An employee cannot exercise seniority in more than one (1) classification at a time.

E. An employee's seniority shall entitle him to only such rights as are expressly provided for in this Agreement.

ARTICLE XI - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the name, date of hire, months of seniority, and job classification.
- C. The Board will keep the seniority list up to date and will provide the Chapter Chairman with up to date copies upon request during business hours.

ARTICLE XII - LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

1. He quits.
2. He is discharged.
3. He is absent from work for three (3) consecutive working days without notification to the Board and/or its representative with an acceptable reason to the Board.
4. He fails to give notice of his intent to return to work after lay off within three (3) working days.
5. He gives false reason in requesting a leave of absence or engages in other employment during such leave of absence.
6. He is retired.
7. He falsified pertinent information on his job application.
8. He holds a full time position in addition to a full time school position without notifying employer.
9. He participates in any strike, sit down, stay in, slow down, curtailment of work, restriction of operation, picketing, or otherwise interfering with normal operations of school.

ARTICLE XIII - LAY OFF AND RECALL

The word lay off means a reduction in the work force. The word recall means the recalling of LAID OFF employees.

A. In the event it becomes necessary for a lay off, employees shall be laid off within their job classification, by seniority; providing they have the ability, and providing that, when all other factors are equal, seniority shall be the determining factor.

B. In the event of recalling laid off employees, the order shall be in inverse order in which the employees are laid off and shall be subject to the same conditions as lay off.

C. The Unit Chairman will be notified in writing and furnished a list of employees being laid off. Employees being laid off will receive at least seven (7) calendar days advance notice.

D. During a lay off period, overtime will not be used to replace regular full time employees, except in emergency situations.

E. Notice of Recall shall be sent by registered mail, delivered personally, or by telephone, and it shall be the obligation of the employee to give notice of his intent to return to work within three (3) consecutive calendar days or his employment shall be terminated.

F. In the event a recall is necessary on less than three (3) days notice, the Board may call upon the laid off employees until an employee is found that can return to work immediately. In such case, the employee unable to return to work immediately will be given temporary assignments not to exceed seven (7) calendar days and employees passed over because of their inability to return to work immediately will be given notice to report for work at the end of the said seven (7) days.

G. During a lay off, employees are covered by this Agreement for recall provisions only. (Fringe benefits do not continue for laid off employees.)

ARTICLE XIV - TRANSFERS

A. An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such supervisory position for a period of two (2) years.

B. An employee promoted or transferred as described in subsection "A" above shall have a right to return to the bargaining unit and be placed in his former classification providing his seniority warrants it; provided the Board shall have no obligation to return such employee to the bargaining unit and if such employee is discharged, he shall not be eligible for return to the bargaining unit.

ARTICLE XV - JOB POSTINGS AND BIDDING PROCEDURES

A. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualification. All vacancies will be posted for a period of seven (7) working days. Employees interested may apply in writing within the seven (7) working day posting period. Any such job opening may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within fifteen (15) working days after the close of the bidding period. The senior employees with the skill and ability applying for the position shall be granted a four (4) week trial period. Posting shall be interpreted to mean; notifying the Chapter Chairman and posting notice on employee bulletin boards.

B. During the four (4) week trial period, the em-

ployee may revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.

C. If there are no qualified applicants for any open and posted position, the Board may fill the job at their discretion.

D. Upon request, the Board shall furnish the Union with a copy of the list of names of those employees who applied for the position, and, upon request, who was awarded the position.

E. During trial periods, all employees will receive the pay rate of the job they are performing.

F. In the event of a temporary vacancy due to illness, vacations, etc., the senior employee in that classification in that building will be given the opportunity to fill the vacancy. In the event the senior employee does not choose to fill the vacancy, the employee with the lowest seniority in that building shall be assigned to that temporary vacancy.

G. Bus drivers may bid on route vacancies during the month of August and during Christmas recess.

ARTICLE XVI - LEAVES OF ABSENCE

A. Leaves of absence may be granted as follows:

1. With pay, not chargeable to sick leave, (seniority accumulates):
 - a) Jury duty. Pay for the time missed shall be reduced by the amount paid by the Court for time spent - not mileage.
 - b) Court appearance as a witness in any case connected with employment.
 - c) Time necessary to take Selective Service examinations.
 - d) Attending educational conferences that have been approved by the Board.

2. Without pay, for a period not to exceed one (1) year, (seniority accumulates):
 - a) Study related to job classification.
 - b) Maternity or adoption.
 - c) Prolonged personal illness.
 - d) Family hardship.
 - e) Serving in an appointed Union position.
3. Without pay, (seniority accumulates):
 - a) Military - voluntary or involuntary.
4. With pay, chargeable to sick leave:
 - a) Three (3) days may be used in cases of serious illness or death of immediate family (which is interpreted to include wife, husband, child, mother, father, sister, brother, mother-or-father-in-law, grandmother or grandfather) under ordinary circumstances.
 - b) Two (2) days may be used for business that cannot be conducted outside the school day or week.

B. All leave requests shall be in writing and shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Leave requests must be submitted three (3) school days prior to the commencement of leaves with pay.

ARTICLE XVII - BULLETIN BOARDS, AND USE OF FACILITIES

A. Bulletin boards and other established media of communications shall be made available to the Union and its members. However, all articles submitted should have the letterhead of the Union, and prior inspection (not necessarily approval) of the supervisor.

B. The Local Chapter may, upon proper request, be permitted the reasonable use of school facilities for local meetings following the same procedures as other school-related organizations.

ARTICLE XVIII - RATES FOR NEW JOBS

When a job is created, the Board will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

ARTICLE XIX - TEMPORARY ASSIGNMENTS

A. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

B. The employer may hire temporary employees. A temporary employee is one who works less than an average of five (5) hours per week during the school year and not more than ninety (90) days during the time when school is not in session. Temporary employees shall not be permitted to work as long as members of the bargaining unit in the same classification are on lay off status due to a reduction of work force.

C. Members of the bargaining unit who work on a school term basis shall be offered work in the same classification during the summer months when school is not in session, providing they are qualified. In order to be offered summer work, employees must notify the employer in writing of his/her desire to work during the summer vacation.

ARTICLE XX - OVERTIME & THE EQUALIZATION OF OVERTIME HOURS

A. Overtime hours shall be divided as equally as possible among employees in the same job classification. An up-to-date list showing overtime hours will be presented quarterly to the steward of each classification. Whenever overtime is required, the

person with the least number of overtime hours in that job classification within their building (and/buildings if more than one (1) will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of the employees working during the call-out period. Overtime hours will be computed from July 1 through June 30 each year.

B. Substitute and supervisory employees are not eligible for overtime and/or extra trips except in emergencies.

C. Overtime:

- 1) Time-and-one-half -
 - a. over eight (8) hours per day
 - b. Saturday(s)
 - c. over forty (40) hours per week

- 2) Double-time - - - -
 - a. Sunday(s)
 - b. Holiday(s)

D. Extra trip rotation will be established at the beginning of each school year. The basis for this rotation will be seniority and application by the driver. Equalization will take place by the hour commencing April 15th, according to the following conditions:

1) Any driver refusing four (4) consecutive trips will be dropped from the list for the balance of the school year.

2) Extra trip tickets must be turned in to the Transportation Director before completing the next regular bus route trip or the driver will forfeit the next regular extra trip for which he would qualify.

3) A driver accepting an extra trip and then cancelling will forfeit the next extra trip

for which they would qualify - emergencies excluded.

4) Drivers that have another position in the school system will be eligible for extra trips that overlap with other duties, but will not be charged for that trip if turned down.

5) Drivers failing to return the bus unit in a reasonably clean condition will be suspended from eligibility of the next scheduled trip.

6) If an extra trip is cancelled two (2) hours or more prior to the scheduled departure, and the driver is notified, the driver is then eligible for the next available trip and the driver will not be compensated for the cancelled trip.

ARTICLE XXI - WORKING HOURS

A. The following schedule shall be used to determine working hours and shift premiums:

1. Custodian, Maintenance, Mechanic:

FIRST SHIFT: The first shift will start at 7:00 AM on Monday and will run to 4:00 PM. It shall include a half-hour lunch period and two (2) quarter-hour rest breaks.

SECOND SHIFT: The second shift will start at 3:00 PM on Monday and will run to 12:00 midnight. It shall include a half-hour lunch period and two (2) quarter-hour rest breaks. It shall carry a salary premium of ~~\$200.00 per year~~ 10¢ per hour.

THIRD SHIFT: The third shift will start at 11:00 PM on Monday and continue to 8:00 AM. It shall include a half-hour lunch period and two (2) quarter-hour rest breaks. It shall carry a salary premium of ~~\$300.00 per year~~ 15¢ per hour.

Any special shift scheduled between the above outlined shifts shall carry a salary premium of the average of the two (2) shifts covered.

2. Cooks:

Cook's shifts shall be between the hours of 6:00 AM and 3:00 PM. They shall be hourly employees with no shift premium.

3. Office/Clerical:

Office/clerical personnel will have a shift between the hours of 7:30 AM and 4:00 PM. Normal working day shall be seven and one-half (7½) hours, with a half-hour lunch period and two (2) quarter-hour rest breaks. They shall be hourly employees with no shift premium.

4. Aides:

Teacher aide shifts will be scheduled between 7:30 AM and 4:00 PM. They shall be hourly employees. A half-hour lunch period and two (2) quarter-hour rest breaks shall be scheduled. There will be no shift premium.

5. Bus Drivers:

Normal working day for bus drivers will be two (2) scheduled round trips per school day. These will be carried out between the hours of 6:30 AM and 5:00 PM. They shall be paid by the trip, with no shift premium. All bus units will be kept at the school when not in use except those whose driver can show a savings in mileage by being stored elsewhere. Drivers duties will include the daily sweeping of their bus unit. Failure to do so will result in disciplinary action.

B. An employee reporting for overtime shall be granted a minimum of two (2) hours pay at the rate of time-and-one-half.

C. All lunch periods and rest periods shall be scheduled by the Board.

D. All employees now working in more than one (1)

classification under this Agreement shall be entitled to continue in this dual capacity.

E. Part time employees shall be entitled to a pro-rata lunch and rest period.

F. All employees must submit a "Pay Record Card" bi-weekly to the Finance Office for payroll purposes.

ARTICLE XXII - SICK LEAVE

A. Employees covered by this Agreement shall accumulate sick leave according to the following schedule:

<u>JOB CLASSIFICATION</u>	<u>DAYS PER YEAR</u>	<u>ACCUMULATION</u>
Cooks, hourly (40 wks)	8	64
Custodians, hourly (52 wks)	12	96
Maintenance, hourly (52 wks)	12	96
Secretarial (52 wks)	12	96
Secretarial (48 wks)	8	64
Secretarial (40 wks)	8	64
Bus Drivers, per trip (40 wks)	8	64
Aides, hourly (40 wks)	8	64

B. Probationary employees are ineligible for sick leave.

C. Part time employees are eligible for pro-rata sick leave at the same pro-rata rate as compensation.

D. Sick leave days may be used for personal illness or other approved reasons. (ARTICLE XVI - LEAVES OF ABSENCE).

E. An employee making claim for sick leave pay which the Board considers excessive or abusive may be required to take a physical examination by a physician of the Board's choice without cost to the employee.

F. In order to make claim for sick leave pay, an employee must have notified his leader or immediate supervisor at least one (1) hour prior to commencement of his working period.

ARTICLE XXIII - HOLIDAY PROVISIONS

A. Holiday pay shall be at the regular rate of pay according to the following schedule for seniority employees who are compensated for the last scheduled working day before and the first scheduled working day after the holiday.

JOB CLASSIFICATION:

PAID HOLIDAYS:

Cooks, Aides, School year
Office/Clerical

New Year's,
Christmas, Labor
Day, Thanksgiving,
Memorial Day

Custodians, Maintenance,
Mechanics, Full-year
Office/Clerical

New Year's (2),
Christmas (2),
4th of July (2)
Easter, Labor Day,
Memorial Day,
Thanksgiving and
Friday after
Thanksgiving

Bus Drivers

New Year's,
Christmas, Labor
Day, Thanksgiving,
Memorial Day

B. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

C. Part time employees shall receive holiday pay on the same pro-rata basis as their compensation.

D. SNOW DAYS: Cooks, Aides, Bus Drivers need not report. (See also ARTICLE VII - SPECIAL CONFERENCES). Custodians, Maintenance, Mechanics, and Secretaries should report for work. They will receive a full paid shift with no reduction in wages if they are unable to report due to road conditions. They should report during their shift if conditions permit.

ARTICLE XXIV - VACATION ELIGIBILITY

A. An employee will earn credit toward vacation-with-pay in accordance with the following schedule:

<u>JOB CLASSIFICATION:</u>	<u>PAID VACATION ACCUMULATION:</u>
School year employees	One (1) week pay in lieu of vacation
Full year employees	1st year - - - - - 1 week 2nd thru 6th year - 2 weeks 6th thru 10th year- 3 weeks over 10 years - - - 4 weeks

B. Part time employees shall receive vacation eligibility on the same pra-rata basis as their compensation.

C. Personal leaves of absence shall not count as time worked toward vacation eligibility.

D. The base period of one (1) year is from July 1st to June 30th. Vacation eligibility shall be pro-rated by the month on this annual basis.

ARTICLE XXV - VACATION PERIODS AND PAY

A. Vacations will be granted upon application by the employee upon mutual agreement of the Board and the employee.

B. When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

C. A vacation may not be waived by an employee and extra pay received for work during that period, (school year employees excepted).

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

E. Rate During Vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXVI - HOSPITALIZATION INSURANCE, MEDICAL COVERAGE

A. The Board shall provide monies to be applied toward M.E.S.S.A. or Blue-Cross - Blue-Shield health care package according to the following schedule:

JOB CLASSIFICATION:

MONIES PROVIDED:

School year employees

Single Subscriber Blue-Cross - Blue-Shield (or its dollar equivalent toward MESSA) for twelve (12) months

Full year employees

Full Family Blue-Cross - Blue-Shield (or its dollar equivalent toward MESSA) for twelve (12) months

B. Employees cannot exercise this benefit in more than one (1) classification or one (1) bargaining unit of this employer.

ARTICLE XXVII - NEGOTIATION PROCEDURES

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.

A. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement, covering hours, terms and conditions of employment.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Union, but both parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

ARTICLE XXVIII - WORK INTERRUPTIONS

The parties to the Agreement mutually recognize that the services performed by the Agreement are services essential to public welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment or cancellation of this Agreement by the Board.

ARTICLE XXIX - COMPENSATION

All compensation shall be computed according to the following schedules:

A. TRANSPORTATION

1. Bus Drivers

Regular Runs

1st Year	4.45 per trip
2nd Year	4.80 per trip
3rd Year	5.15 per trip
Noon Kdg.	6.10 per trip
Fostoria	.75 per trip
Extra Trips	3.00 per hour
Breakdown	one-half ($\frac{1}{2}$) of regular run if one (1) hour or more late - (must request)

2. Mechanics

Leader	4.50 per hour
Assistant	3.75 per hour
Service	2.35 per hour

ALL FIGURES BELOW ARE HOURLY RATES

STEP	B. <u>Cooks</u>	C. <u>Aides</u>	D. <u>Clerical</u>	E. <u>Custodial/ Maintenance</u>
*PROBATIONARY	2.00	2.00	2.15	2.30
AFTER 60	2.15	2.15	2.30	2.50
1 - 2 YEARS	2.30	2.30	2.45	2.95
3+ YEARS	2.45	2.45	2.65	3.45
LEADER	3.00	2.60	2.75	4.50
OTHER	HEAD COOKS + .10	PLAYGROUND + .10		AFTER- NOON + .05 EVENING + .10 MIDNIGHT + .15

*Probationary employees (See ARTICLE X - "A") will receive the basic starting salary listed for the first sixty (60) working days of their employment. Upon satisfactory completion of the probationary period, the salary will be increased and fringe benefits will begin.

F. Employees who are approved to use their own automobile in pursuance of their work shall be paid a mileage rate of thirteen cents (13¢) per mile.

G. Regular bus drivers who substitute on another run than their normal run will be paid at the regular run salary.

ARTICLE XXX - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairman and four (4) stewards, in that order, shall head the seniority list of the unit for the purpose of lay-off and recall only during their term of office.

These officers must be designated to the Board as outlined in ARTICLE VI.

ARTICLE XXXI - DURATION OF AGREEMENT

This Agreement shall be effective as of August 30, 1974, and shall continue in effect until June 30, 1975. All benefits are retro-active to July 1, 1974.

BOARD OF EDUCATION

MAXVILLE SCHOOL EMPLOYEES

George Sullivan, President

Chapter Chairman

Anita Tompkins, Secretary

Chapter Secretary

AFSCME Representative

All employees of the Mayville Community Schools are members of a team working together for the main objective of educating students. Any employee who fails to follow the necessary rules and regulations governing his conduct is not only hurting himself, but is also letting all of the other employees down. In such a case, it is the job of the supervisor to see to it that such an employee is not allowed to hurt the efforts which all of the others are making. This is done by applying the following rules and regulations for employees. These rules and regulations are not to be construed as a limitation upon the retained rights of the Board, but are merely a guide. Continued violations thereof may subject the employee to disciplinary action.

1. General - for all employees:

- A. absence from duty
- B. leaving work area without permission
- C. malicious mischief, horseplay, wrestling or other undesirable conduct
- D. tardiness
- E. leaving early
- F. failure to report an injury or property damage
- G. failure to maintain work standards
- H. sleeping during working hours
- I. being in possession of or drinking alcoholic beverages on the job or immediately before reporting for work
- J. use of abusive language
- K. unauthorized use of school property or equipment for private work
- L. conduct violating morality or common decency
- M. covering up for another employee's absence
- N. stealing, or similar conduct
- O. use of narcotics
- P. fighting or attempting to fight
- Q. carrying or possessing firearms
- R. conviction of a felony
- S. insubordination
- T. garnishment of salary

2. By job classification - to be available in the Business Office.

ATTACHMENT "B"

GRIEVANCE REPORT FORM - MAYVILLE COMMUNITY SCHOOLS

Grievance # _____

Distribution of Form:

Superintendent (1) Supervisor (3) Steward (1) Grievant (1)

<u>JOB CLASSIFICATION</u>	<u>LOCATION</u>	<u>NAME OF GRIEVANT</u>	<u>DATE</u>
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Step 1:

A. Date and cause of grievance: _____

B. 1) Statement of grievance: _____

2) Relief sought: _____

C. Disposition by Supervisor: _____

D. Position of grievant and/or steward: _____

Step 2:

A. Date received by Superintendent: _____

B. Disposition by Superintendent: _____

C. Position of steward: _____

Step 3:

A. Date received by Secretary of Board: _____

B. Disposition by Board: _____
