

6/30/75

J. S. U.

Flushing Community Schools.

A G R E E M E N T

between

THE FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "Board"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL #547, 547A, 547B and 547C, AFL-CIO

HEREINAFTER REFERRED TO AS THE "Union".

*Local #547 I.U.O.E.
13020 Puritan Ave.
Detroit, Mich. 48227*

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ARTICLE 1

PURPOSE

- (a) It is the general purpose of this agreement to promote the mutual interests of the Board and its employees and to provide for the operation of the services provided by the Board under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.
- (b) The parties recognize that the interest of the Employer and the job security of the Employee depend upon the Employer's success in maintaining proper service for the children of the school district.

ARTICLE 2

BARGAINING UNIT

The Board recognizes the Union as the exclusive bargaining representative for all full and regular part time employees as listed in Schedule A of this Agreement, but excluding all professional employees, and supervisors, and all other employees.

ARTICLE 3

DEFINITIONS

- (a) Regular Full-Time Employee: A regular full-time employee is one who is scheduled to work a minimum of forty (40) hours per week on a permanent basis.
- (b) Regular Part-Time Employee: A regular part-time employee is an employee working less than (40) hours per week on a permanent basis.
- (c) Temporary Employee: An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees or permanent part-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he is hired, shall be considered a temporary employee. He shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts. A temporary employee who is retained in employment as a regular employee after conclusion of the temporary period shall be required to serve the probationary period. After the conclusion of said period, if retained, seniority shall be counted from date of hire as a temporary employee, if such service was consecutive.

- (d) Seasonal Employee: A seasonal employee is one employed in a position which is up to three (3) months duration, but such position usually arises year after year, and occurs at approximately the same time within the calendar year.
- (e) Probationary Employee: A probationary employee is one who has not completed the initial ninety (90) working days of employment for the Board.
 - (1) A probationary employee whose service is deemed unsatisfactory may be dismissed at the will of the Board
 - (2) Probationary dismissal shall not be subject to the grievance procedure.
- (f) The Board shall hereafter be free to employ handicapped persons, who shall not be members of the bargaining unit or covered by this Agreement, provided that such shall not be done to displace or replace a unit employee, nor shall such be done where such person shall cause an unreasonable burden upon other employees.

NOTE:

Employees defined in Section A through B are members of the bargaining unit as defined in Schedule A of this Agreement.

Employees defined in Section C through F are included only for definition purposes.

ARTICLE 4

DUES CHECK-OFF

Section 1

During the life of this Agreement, the Board will deduct current uniform dues or service charges provided that at the time of such deduction there is in the possession of the Board a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment B".

Section 2

The Board will deduct current uniform dues or service charges from the pay of employees for the 2nd pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues or service charges shall be deducted from the immediate subsequent pay period. (Cooks and Bus Drivers' contract period runs from September through June. Custodians' contract is for the full year.)

Section 3

The Board will deduct from the pay of employees in any month only the dues or service charges incurred while an employee has been in the employ of the Board and only such amounts becoming due and payable in such month.

Section 4

- (a) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (b) 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 or not taken by the Board for purpose of complying with any of the provisions of this Article.

Section 5

All sums deducted by the Board shall be remitted to International Union of Operating Engineers Local 547, at 13020 Puritan Avenue, Detroit, Michigan, 48227, not later than five (5) days after the deductible pay period.

Section 6

In the event the Union requests that the Board deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

Section 7

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 above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 8

The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

Section 9

The Union shall promptly furnish the Board with a dues authorization card from each member in the bargaining unit who desires deductions.

Section 10

Employees hired, rehired, reinstated or transferred into the bargaining unit and who join the Union voluntarily shall likewise be included on a notarized list, countersigned by the employee in his own hand, and promptly furnished to the employer.

Section 11

The Union, its agents, officers and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises as to whether an employee was a member of the Union on a vital date or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted under the established grievance procedure of this contract.

ARTICLE 5

RIGHTS OF THE BOARD

- (a) The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and visited in it by the laws and Constitution of the State of Michigan, and the United States to manage and direct the Flushing Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- (b) The exercise of the legislative powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 6

No employee shall be discriminated against as to race, creed, color, religion, sex, age or national origin. However, such allegation shall not be subject to the grievance procedure beyond Step 3.

ARTICLE 7

NO STRIKE - NO LOCKOUT

- (a) The Board will not lock out employees during the term of this Agreement.
- (b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (c) In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the Board. The Union agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE 8

VISITATION

- (a) Upon request to the designated representatives of the Employer and providing mutually acceptable arrangements can be made, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purposes related to this Agreement.

- (b) During such visits the official of the Union may enter any areas relevant to the purpose of the visit providing such visit shall not disrupt orderly operations and further such visit shall not hinder the employee in the performance of his job duties. In the event that any privilege provided by this Section is abused, it may be withdrawn by the Employer after the Union is given a reasonable opportunity to remedy the situation.

ARTICLE 9

SAFETY PRACTICES

- (a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (b) The employee will be expected to notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE 10

UNION REPRESENTATION

- (a) There shall be one (1) Union Steward and alternate selected from the cooks, custodians, maintainers and bus drivers with one (1) or more years seniority in a manner to be determined by the Union.
- (b) The Union Steward or alternate shall represent the employees within their department. The Steward shall have the right to process a grievance at the first step. Such grievances which are resolved to the satisfaction of the grievant shall be final and binding upon the grievant, the Union and the Employer.
- (c) The Union shall designate to the Employer in writing, the Union Steward and alternate and the Employer shall not be required to recognize or deal with any employee other than those designated herein.
- (d) The Union in contract negotiations may be represented by employees in the bargaining unit. Such employees shall be selected in any manner the Union desires. The Union shall designate said employees to the employer.
- (e) Upon approval of the immediate supervisor the Steward or alternate steward may investigate and present grievances without loss of time or pay. Denial shall not be subject to the grievance procedure.

- (f) Stewards, during their term of office only, shall head the seniority list within the bargaining unit for the purposes of layoff and recall only.
- (g) Employees possessing Super-Seniority shall not be kept at work during periods of layoff unless they are capable of performing the work to be done within their classification.

ARTICLE 11

MEETINGS

The Union and its representatives shall have the right to request the use of school buildings for meetings. The Business Manager shall have the right to designate the time and place of meetings within the building so as not to interfere with other regularly scheduled activities. The Board shall retain the right to regulate after hours use of the building and/or facilities and equipment and shall make a reasonable charge for extra maintenance and service costs.

ARTICLE 12

JURISDICTION - CONTRACTING

The district shall not contract, sub-contract, use or assign non-unit employees to displace or reduce the hours of unit employees in any present location or any future locations.

ARTICLE 13

DISCIPLINE OF STUDENTS

Employees will be furnished written policies regarding student conduct problems. The employee shall follow such instructions and communicate all incidents immediately to their immediate supervisor. A copy shall be furnished to the Union.

ARTICLE 14

EMPLOYEE JOB DUTIES

Employees shall perform all duties of their position consistent with past procedures or in accordance with written direction or modification. The parties recognize that the great majority of daily job duties are so well known and regular as not to require written specification. A copy of any written directions or modifications will be sent to the Union.

ARTICLE 15

BENEFITS

It is agreed between the parties that in the event that an employee works less than the established hours in his classification and is covered by this Agreement he shall be entitled to a pro-rata portion of all of the benefits under this Agreement based on the hours the employee works for the employer provided he/she is otherwise eligible.

ARTICLE 16

SENIORITY

Section 1

- (a) All full and part-time employees shall serve a probationary period of 90 working days, uninterrupted by any type of service break, during which time they will be termed "probationary employees".
- (b) Probationary employees' service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the union shall have recourse to the grievance procedure over such termination.
- (c) During the probationary period an employee if otherwise eligible shall be entitled to hospitalization insurance coverage after thirty (30) calendar days of employment. Any pay for sick days, holidays or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. At that time seniority shall be established from the original date of hire and any earned but unused sick days shall be credited.
- (d) Layoff and recall of employees shall be by job classification seniority, and the following order shall be followed; provided that the employees who remain are capable of performing the work available:
 - (1) Temporary employees.
 - (2) Probationary employees.
 - (3) Transferees still on probation in the classification to be reduced.
 - (4) Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.
- (e) A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- (f) The order of recalling of laid-off employees shall be in the reverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- (g) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last-known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) consecutive working days, and shall return within seven (7) working days or his employment shall be terminated without recourse to this Agreement.
- (h) In the event an immediate recall is necessary, the Board may call upon the laid off employee(s) either personally or by telephone, until such an available employee is located and able to return to work immediately.
- (i) Recognizing varied periods of employment, work days shall mean calendar days Monday through Friday during times such unit employees are scheduled to work.

LOSS OF SENIORITY

Section 2

An employee's seniority and employment shall terminate if:

- (a) The employee quits, or
- (b) The employee is discharged, or
- (c) The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within seven (7) working days after issuance of the Board's notice of recall by certified mail to the last known address of such employee as shown by the Board's records. It shall be the responsibility of the employee to provide the Board with a current address, or
- (d) The employee is absent from work without permission from the Business Manager or his designee unless extenuating circumstances prevents immediate notification, or
- (e) The employee overstays a leave of absence without prior permission from the Business Manager or his designee, or
- (f) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or
- (g) A settlement with the employee has been made for total disability, or
- (h) The employee is retired, or

- (i) The employee is laid off or has not worked for the Board for a continuous period exceeding the length of his employment, or
- (j) The employee falsified pertinent information on his application for employment.

Section 3

SENIORITY LIST POSTING

- (a) The Board agrees to post and update annually, on or about one month after the commencement of school, a seniority list by job classification seniority and bargaining unit seniority. Separate seniority lists shall be posted for full time employees and regular part-time employees who shall only have seniority with respect to the persons on their respective lists. An employee's standing on the published list will be final unless protested to the Board's personnel office not later than ten (10) working days after the list has been posted on the Board's bulletin board unless the affected employee was not scheduled to work during the posting period.
- (b) Seniority will be retroactive to date of hire when the probationary employee successfully completes the ninety (90) working day probationary period.

ARTICLE 17

BUMPING

There shall be no bumping under any circumstances except as provided in the lay-off provisions.

ARTICLE 18

VACANCIES - BUS DRIVERS

- (a) On or before November 15th of each year all bus routes will be open for bids on the basis of seniority. All bidding shall be completed within seven (7) calendar days.
- (b) Completely new and vacated routes that occur after the November bidding dates shall be subject to the bidding procedure under the following conditions:
 - (1) Highest seniority will be asked first.
 - (2) A maximum of two (2) additional openings or a total of three (3) openings may be created by a new run or a run vacated for the remainder of the school year.
- (c) No seniority status shall be given for substitute or probationary employees.

ARTICLE 19

VACANCIES - CUSTODIANS, COOKS AND MAINTAINERS

- (a) If a new job or permanent vacancy occurs in a classification covered by this Agreement and the Board determines to fill such opening, the open job will be posted within 5 working days. Seniority employees who desire such open job(s) may submit their bids for such job to the personnel office in writing within the 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 five (5) working days after the close of the bidding period.
- (b) When an employee's job bid is accepted, he will be given a period not to exceed ninety (90) working days within which to qualify for the job. During the qualifying period he will receive no less than the rate of pay for the job he held permanently immediately prior to such qualifying period. If at any time within the qualifying period the employee does not qualify for the job, he shall be returned to the permanent job he held prior to his accepted bid.
- (c) No job bid shall be considered to lower rated classification unless due to physical capabilities.
- (d) If there are no qualified bidders for any open and posted job, the Board may fill the job in its discretion.
- (e) The seniority of the applicant will be considered along with all other factors.
- (f) Any posting shall, where appropriate, specify classification, job location, hours of work, and compensation.
- (g) An employee qualified for a position who is not a successful bidder shall have the right to grieve on the basis that his qualifications for the position are superior to those of the person assigned the position all other factors being equal.

ARTICLE 20

SUPERVISORY PROMOTIONS

- (a) An employee promoted or transferred from a job classification in the bargaining unit, after certification of the union, 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 one (1) year.

- (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 on the job to which his seniority would entitle him if his employment with the Board had remained unbroken; provided, however, that the Board shall have no obligation to return such employee to the bargaining unit if such employee is discharged for cause.

ARTICLE 21

TEMPORARY TRANSFERS

Temporary transfers which are employer-initiated shall not be permitted to exceed four (4) weeks duration, unless mutually agreed to extend beyond that time period. Employees so transferred shall receive the rate of their former job or the rate of the job to which they are transferred whichever is higher. During periods of temporary transfer, employees shall suffer no detriment to their classification seniority.

ARTICLE 22

NEW JOBS

- (a) The employer retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades therefore provided, however, the classifications and the pay grades therefore, set forth in the Wage Schedule, and new or changed classifications which may be placed in the Wage Schedule, shall remain in effect during the term of this agreement unless the job content of a classification is substantially changed.
- (b) In the event a new classification is established or an existing classification is changed, the employer shall place it in an existing pay grade in the Wage Schedule, or in a new pay grade, on the basis of the relative value.

ARTICLE 23

WORKMEN'S COMPENSATION

- (a) An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Workmen's Compensation Act.
- (b) An employee accumulates all benefits to which he would have been entitled to by virtue of this Agreement, while absent due to compensable cause as though he would have worked, but shall not continue to accumulate benefits after a one (1) year period of being

absent due to a compensable cause. The "compensable cause" must have occurred and been properly reported in writing while in the employ of the Flushing Community Schools.

- (c) In the event an employee has a compensable work injury, and is out of work more than seven (7) calendar days but less than fifteen (15) calendar days, the employee shall be entitled to use his unused sick leave days to a maximum of five (5) days.

ARTICLE 24

RETIREMENT

All employees of the Flushing Community Schools are covered under the Michigan Public School Employees Retirement Fund which is correlated with the Federal Social Security Program.

- (a) Coverage--all school employees are required by law to be members of the Fund.
- (b) Mandatory retirement--all employees shall be required to retire from active duty on or before the close of the fiscal year during which they attain the age of sixty-five (65).
- (c) The employer reserves the right to request earlier retirement if the employee is mentally or physically incapable of fulfilling all the requirements of the job, provided such action may be required where justified upon the recommendation of a physician.

ARTICLE 25

BULLETIN BOARDS

- (a) The Board agrees to furnish space for a bulletin board which may be used by the Union for the following notices:
 - 1. Notices of Union meetings.
 - 2. Notices of Union elections and the results of such elections.
 - 3. Notices of Union recreational and social events.
 - 4. Other notices concerning Union affairs which are not political or controversial in nature.
- (b) It is agreed that all other notices prior to being posted shall be submitted to the Board for its approval.
- (c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Board shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

- (d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Board, or the Board's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Board.
- (e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Board's premises other than as herein provided.
- (f) There shall be no solicitation or distribution of any kind by any person in work areas during work time; without proper authorization from the Board.
- (g) The Board will remove from the bulletin board any material which in the Board's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship.

ARTICLE 26

DISCIPLINARY ACTION

- (a) It must also be recognized that an employee placed on permanent status may be dismissed, suspended, or otherwise disciplined for causes.
- (b) Below are examples of causes for dismissal, suspension or other disciplinary measures including but not limited to:
 - 1. Dishonesty, drunkenness, immoral conduct, or addiction to the use of narcotics.
 - 2. Fraud in securing employment.
 - 3. Incompetency, inefficiency, in job performance.
 - 4. Conviction of a serious crime by a court of law.
 - 5. Insubordination, inattention to or dereliction of duty.
 - 6. Continued disregard for rules which are established by the employer and made known to the employee.
 - 7. Conduct unbecoming a public employee.
 - 8. Repeated tardiness.
 - 9. Frequent unexcused absence.
 - 10. Discourteous treatment of the public.
 - 11. Discourteous treatment of fellow employees.
- (c) The Board reserves the right to refuse recommending anyone who has quit without the fourteen (14) day notification.
- (d) In the event of dismissal, suspension or other disciplinary action the employee shall have written notification of such action with a copy going to the Union.

ARTICLE 27

GRIEVANCE PROCEDURES

Section 1 - Definitions

- (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 employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- (b) All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Administration 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 time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically close upon the basis of the last disposition.
- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his grievance within five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his personnel record, the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the employee. Grievances regarding discharge may with the consent of the parties be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

- (g) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received, or could with diligent effort have received from any source during the period in question.
- (h) Any employee having a complaint may first take up the matter with his immediate supervisor.
- (i) If no satisfactory answer or disposition is received within five (5) working days, the complaint shall be processed as follows:

STEP 1. The employee shall within five (5) working days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form stating all facts and submit same to his supervisor. The supervisor shall within five (5) working days record his disposition on all copies of the grievance form, returning two (2) copies to the employee.

STEP 2. Failing to resolve the grievance in the first step, the employee shall within two (2) working days of receipt of the supervisor's disposition, state in writing why the grievance is not properly resolved before taking up the matter with the Business Manager or his designated representative. The Business Manager or his designated representative shall within five (5) working days of receipt of the grievance, record his disposition on all copies of the grievance form and return two copies to the employee. If the matter is not satisfactorily settled or adjusted in this stage, the employee shall then forward the matter to the Union who shall then process the grievance as provided in Step 3.

STEP 3. Failing to resolve the issue in the second step the Union shall within five (5) working days of the Business Manager's disposition contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent of Schools unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

ARBITRATION

Section 1

- (a) Upon conclusion of Step 3 of the Grievance Procedure either party may request arbitration. The party desiring arbitration must notify the other party in writing of such desire within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure.

- (b) After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association, requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

Section 2

- (a) The parties understand and agree that in making this agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
- (b) Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement.
- (c) Excluded from arbitration are grievances which question the exercise of rights set forth in Article 5 of this Agreement entitled RIGHTS OF THE BOARD, or which question the use or application of any right over which the Board is given unilateral discretion in this Agreement.
- (d) Excluded from arbitration at the election of the Board but in no manner waived in any other forum, are any monetary claims by the Board against the Union, its officers or members for breach of the no strike pledge in this Agreement.
- (e) Excluded from arbitration is any matter otherwise subject to arbitration but over which the Union strikes contrary to its no strike pledge in this Agreement.

Section 3

- (a) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, or to substitute his judgment for that of the parties.
- (b) The arbitrator shall have no power to establish wage scales rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.
- (c) The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

- (d) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, decisions, regulations or other extra contract matters not specifically incorporated in the Agreement.

Section 5

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 6

- (a) It shall be the obligation of the arbitrator to the Board and to the Union to make his best effort to rule on cases heard by him within thirty (30) calendar days after the hearing.
- (b) Priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within fourteen (14) days of the hearing.

Section 7

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Board. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

Section 8

The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state and the opposite party is bound to agree that the award shall not be a binding precedent in like or analogous situations.

Section 9

Past practice, inaction, or waiver by the Board may not be considered by the arbitrator as restricting the right of the Board to impose discipline for cause in a particular case and in such case the arbitrator shall have no authority to substitute his judgment for that of the Board as to the penalty.

ARTICLE 28

LEAVES OF ABSENCE

Section 1 General Conditions For Leaves of Absence

- (a) A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay for employees with less than three years continuous employment. Only a regular employee who has worked continuously for the employer for three (3) years or more may be granted a leave of absence for a period of time up to one year which may be extended at the discretion of the Board. A leave shall be granted, denied or extended in the exclusive discretion of the employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application.
- (b) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- (c) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- (d) If an employee falsifies a request for a leave of absence, the employee will be terminated from his job, without recourse.
- (e) Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Board, unless the employee furnishes evidence to the Board that there is proper justification for extension.
- (f) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Board. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Board, without recourse.
- (g) No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the employer.
- (h) No employee shall accumulate seniority during an approved leave of absence, except as herein specified in this Agreement.
- (i) Upon return of an employee from a leave of absence, he shall be employed at work generally similar to that which he did last and at the prevailing rate of pay for that job, or where his seniority would allow him to be placed.
- (j) Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work at the conclusion of such leave, shall cease to be an employee and his seniority shall automatically be terminated.

- (k) Any leave of absence which is denied by the Board shall not be subject to the grievance procedure, unless specifically required to be granted by this Agreement.

Section 2 Leaves of Absence

- (a) If an employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, she/he may apply in writing for an unpaid leave of absence for up to a thirty (30) day period renewable for good cause shown by the employee but not renewable for longer than six (6) months from the first date of illness. During the next six (6) months the employee shall be given first rehire right to any open job in their classification with restoration of full seniority rights. The employer reserves the right before granting or renewing a leave of absence for illness to require authorization in writing from a doctor of such illness.
- (b) Any employee absent three (3) consecutive work days due to claimed illness, shall upon the Board's request furnish a doctor's statement of incapacity to work.

The Board reserves the right to have any employee absent due to claimed illness examined by the doctor of the Board's choice, at the Board's expense.

Medical opinion of the Board's doctor shall not be subject to the arbitration procedure.

- (c) Employees absent from work due to claimed illness or otherwise shall inform the Board of such absence by telephone four (4) hours prior to their starting time.
- (d) An employee who is to be absent due to claimed illness must indicate the duration of such absence and must report his/her daily status unless specifically excused from reporting. Notice to designated person must be given at the earliest opportunity but not later than two (2) hours before commencement of work unless there are extraordinary circumstances. The hours provision may be shortened by practice in a particular employee group to provide sufficient coverage opportunity.

MATERNITY LEAVE

The Board shall provide maternity leaves of absence, without pay, consistent with other leave provisions but not greater than required by law.

- (a) A pregnancy leave will only be granted by the Board to an employee who has ninety (90) continuous days service with the Board from the date of hire.

- (b) Within the first three (3) months of pregnancy and as a condition of obtaining a pregnancy leave, an employee must furnish the Board with a written certificate from his physician verifying the pregnancy and indicating the approximate date of delivery.
- (c) An employee shall normally be allowed to work as long as she can do her regular work full time in the opinion of the immediate supervisor.
- (d) A pregnancy leave shall end exactly three (3) months after the date of childbirth. In special cases where complications result from the birth of the child, the employee may request an extension of the leave for an additional three (3) months if her physical states in writing that she is physically unable to return to work three (3) months after the date of childbirth.
- (e) The Board reserves the right to request any pregnant employee to visit a doctor designated and paid by the employer for examination and/or verification of any date required or necessary under this section.
- (f) In the event of a miscarriage, the employee will be allowed to return to work after securing a written statement attesting to physical fitness for the usual routines of her job from both the employee's doctor and one designated and paid by the Board.
- (g) Seniority shall accumulate during a pregnancy leave for a period of six (6) months. During the next six (6) months the employee shall be given first rehire rights to any open job in their classification with restoration of full seniority rights.
- (h) Employees who are members of the Board's Hospitalization and Life Insurance Plans shall have the option, while on maternity leave, to maintain their coverage by paying the entire premium in advance monthly; provided, however, such privilege shall cease upon termination of leave or employment whichever occurs sooner.
- (i) The employer reserves the right before granting an extension of the maternity leave to require authentication in writing from a doctor stating a medical need for the extension.

EDUCATIONAL LEAVE

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of such employees employment with the Board.

MILITARY LEAVE

- (a) Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall upon termination of such service and consistent with such Act, be reemployed in the line with his seniority, at the then current rate for such work, provided he has been honorably discharged or released for medical reasons from such service, is physically able, in the opinion of the Board's Doctor, to perform the work within ninety (90) calendar days of the date he is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.
- (b) Whenever an employee who is a member of a Military Reserve Unit is called to active duty during his work year, he shall be paid the difference between his regular salary and the allowance of the State of Michigan or other governmental authority for such active service, if such difference be less than he would receive for a comparable time worked for the Board of Education. Before such payment shall be made, the employee shall file with the Business Manager of the school district a letter from his Commanding Officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

ARTICLE 29

WORK YEAR

- (a) The regular work year for cooks and bus drivers shall coincide with the regular session days that the students are in attendance at school.
- (b) The regular work year for custodians and maintainers shall be twelve calendar months.

ARTICLE 30

HOURS AND WORK WEEK

- (a) The normal work day for regular full-time custodians and maintainers shall be eight (8) hours excluding non-paid lunch periods. The normal work week for regular full-time custodians and maintainers shall consist of five (5) work days Monday thru Friday, and shall normally be of forty (40) hours duration.

Cooks and bus drivers schedules will be set each year according to the needs of the children. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week.

- (b) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary and may unavoidably result from several causes, such as but not limited to rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this contract.
- (c) There will be no regular work day or regular work week for substitute or temporary employees.

Section 2 Overtime

- (a) Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.
- (b) For the purpose of computing overtime wages, all time worked exceeding eight (8) hours in a single day or forty (40) hours within one week shall be paid at one and one-half the regular hourly rate. All overtime necessary shall be equalized among employees as far as practical within the building according to seniority.
- (c) Any such overtime worked shall be authorized by the Business Manager prior to performing any work at the overtime rate, and such overtime payment shall not be paid when an employee changes shifts within a single day.

Section 3 Reporting and Call-In Pay

- (a) Any employee called to work or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing his regular work, or the work assigned, shall receive a minimum of four (4) hours work or pay at his regular hourly rate except in cases of labor disputes, acts of God, or conditions beyond the control of the Board.
- (b) The Board may assign employees to any work available during such 4-hour period.
- (c) The minimum four (4) hours work or pay shall not apply where an employee is not scheduled to work and reports back to work after he has been absent without notifying the Board of his date to return to work.
- (d) Employees are expected to respond to a call back to work under conditions of a management-declared emergency which is made known to the employee; provided the employee is given reasonable notice.

- (e) Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one half ($1\frac{1}{2}$) his regular rate of pay or a minimum of three (3) hours pay at his straight time hourly rate, whichever is the greater.

Section 4 Shift Differential

Custodial employees who regularly report to work after 2:00 p.m. will receive a shift differential of ten (10) cents per hour for all hours worked.

Section 5 Distribution of Overtime

Overtime shall be divided as equally as practicable within the building according to seniority. Any such overtime worked shall be authorized by the Business Manager prior to performing any work at the overtime rate.

Section 6 Equalization of Work - Transportation

Extra trips will be equalized to the fullest extent practicable. Seniority employees who desire extra trip driving shall be given the first opportunity to do so before probationary or substitute employees. An extra driving trip is defined as a field trip which is not part of any regular or shuttle run.

1. A driver shall receive \$2.00 for lunch on any extra driving trips of from five (5) through eight (8) hours in duration. A driver who is employed on an extra trip lasting more than eight (8) hours shall receive a \$2.00 allowance for lunch and a \$3.00 allowance for dinner.
2. No extra driving shall interfere with regular runs.
3. All extra driving trips will be posted as soon as practicable.
4. Any driver who turns down an opportunity to drive an extra trip is placed on the bottom of the extra trip listing as if she had driven an extra run.

Overtime work shall be distributed equally, in so far as practical, among those employees qualified to do the work available on each occasion.

Section 7 Paid For Time-Work Breaks

- (a) For employees regularly paid by the hour in the Cook, Custodian and Maintainer classifications covered by this Agreement there shall be one (1) fifteen minute paid rest break per each four hours worked or $3\frac{3}{4}$ minutes per hour worked.

- (b) For employees in classifications covered by this Agreement there shall be a one-half ($\frac{1}{2}$) hour lunch period without pay to be scheduled by the Board as close to the middle of the shift as possible. The rest periods for cafeteria employees may be used in lieu of a lunch period.
- (c) The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically arranged with the immediate supervisor to cover unusual occasions.
- (d) The statements in this Article shall not be construed as a guarantee of hours per day or week.
- (e) Time and one-half shall be paid for all time worked over eight (8) hours per day or forty (40) hours per week when approved by the immediate supervisor. For the purpose of this Agreement, time paid shall be considered as time worked.

Section 8 Reporting Time

- (a) Employees shall report at their specified starting time of their shift and not leave, without permission, until their specified quitting time of their shift excluding unpaid lunch periods.
- (b) Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated and return time, and secure such supervisor's permission prior to leaving, with the exception of unpaid lunch period.
- (c) For all employees the work hour shall be broken down into ten 6-minute segments. An employee shall be noted as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late, six (6) minutes or more after starting time, he shall be docked in major segments of $\frac{1}{10}$ of an hour.
- (d) If an employee is more than thirty (30) minutes tardy without notifying his supervisor, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day. Continued tardiness may result in the dismissal of employee.

- (e) Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before or in case of emergency one (1) hour before their regular starting time. Such notification shall not constitute proof of the validity of the absence.

ARTICLE 31

PAID SICK DAY ACCRUAL

- (a) During the term of this agreement, regularly employed employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions:

Custodians and Maintainers (52 week employees)	10 days per 12 month period
Cooks and Bus Drivers (36 week employees)	8 days per work year

Accumulation of the above number of days shall be administered in such a manner that the Board shall be protected, through a pro-rating procedure, against overpayments, in the event that an employee terminates employment.

Sick days shall be "banked" for a future use to a maximum of fifty (50) days for Custodians and Maintainers and thirty-eight (38) days for Cooks and Bus Drivers.

- (b) An employee shall not claim any of the following days as a sick day, and no payment shall be made or requested for these days:
1. Holiday not worked.
 2. Days immediately preceding or following a scheduled vacation.
 3. Days immediately preceding or following leaves of absence unless otherwise excused.
- (c) Sick leave pay is granted only for absence legitimately due to sickness or accident of the employee.
- (d) Temporary employees and probationary employees are ineligible for sick leave pay.

- (e) On the date a Custodian or Maintainer's resignation becomes effective, all accumulated sick leave automatically shall be terminated and the payment of ten dollars (\$10.00) per day for each unused sick day shall be paid through a total of fifty (50) days.

On the date a Bus Driver or Cook's resignation becomes effective, all accumulated sick leave automatically shall be terminated and the payment of ten dollars (\$10.00) per day for each unused sick day shall be paid through a total of thirty-eight (38) days.

ARTICLE 32

BEREAVEMENT PAY

- (a) When death occurs in an employee's immediate family, i.e., spouse, parent, child, brother or sister, the employee, on request will be excused for three (3) normally scheduled working days (excluding Saturday and Sundays) immediately following the date of death, provided he/she attends the funeral. When death occurs in the family of the employee's spouse, i.e., the spouse's mother, father, brother or sister the employee, on request, will be excused for one (1) normally scheduled working day (excluding Saturday and Sunday) immediately following the date of death, provided he/she attends the funeral.

Additional time may be granted, upon request, by the employee and charged to the employee's allowable sick leave.

- (b) An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused.

ARTICLE 33

PERSONAL BUSINESS DAYS

All employees covered by this Agreement may use two (2) of their sick leave days per year for personal business days. Personal business day means a legal or medical activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. Personal business days are non-accumulative. A minimum of seventy-two (72) hour's notice shall be given in advance by the employee for a personal business day to the Business Manager. Urgent circumstances may permit less notice. The Superintendent of Schools or his designee may grant personal business days for emergency purposes at their discretion.

ARTICLE 34

HOSPITALIZATION

- (a) During the life of this Agreement, the Board agrees to pay the following amounts for employees covered by this Agreement toward Blue Cross-Blue Shield Health Insurance presently in effect:

Custodians	Full-family monthly premium
Maintainers	Full-family monthly premium
Cooks	Thirty-six fifty-seconds (36/52) of each monthly premium
Bus Drivers	Thirty-six fifty-seconds (36/52) of each monthly premium

The premium of any single subscriber shall be paid in full to a maximum of the cost of thirty-six fifty-seconds (36/52) of the full family premium cost.

- (b) The Board shall pay the above amounts of insurance premiums for each employee covered by this Agreement for full year, providing the employee is not covered by another carrier.
- (c) In the event that an employee is absent because of illness or injury and has exhausted sick leave accrual, the above mentioned fringe benefit shall continue throughout the balance of the school year.
- (d) The insurance benefits to all eligible employees becomes valid only when the appropriate signed form is submitted to the Personnel Office. It is the employee's responsibility to see that all appropriate forms are submitted.

ARTICLE 35

LONG TERM DISABILITY

The Board shall provide long-term disability insurance for each member of the bargaining unit. Benefits shall be payable upon the 91st calendar day of disability at 60% of the employee's salary.

ARTICLE 36

LIFE INSURANCE

All employees covered by this Agreement will be granted a straight term life insurance protection plan with the Board to pay the full premium for such coverage as follows:

Custodians:	\$7,500.00 Term Life
Maintainers:	7,500.00 Term Life
Cooks:	2,500.00 Term Life
Bus Drivers:	2,500.00 Term Life

ARTICLE 37

HOLIDAY PAY - CUSTODIANS AND MAINTAINERS

- (a) The following shall be considered as holidays for purposes of this Agreement:

New Year's Eve Day	Thanksgiving Day
New Year's Day	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	Good Friday - $\frac{1}{2}$ Day

Employees required to work on any of the above named holidays shall receive time and one-half ($1\frac{1}{2}$) for hours worked in addition to the regular holiday pay.

- (b) To be eligible for holiday pay, an employee must:
1. Work full time and have attained seniority on the date the holiday occurs.
 2. Worked in full the Board's regularly scheduled straight-time work day prior to and the Board's regularly scheduled straight time work day subsequent to the holiday.
 3. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- (c) No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.
- (d) Holidays occurring during the vacation period, leaves of absence of any sort, or lay-offs, bereavement leave, sick leave, or maternity leave, are not compensable nor shall the vacation period be extended by reason of a holiday occurring within it unless the Board required that the vacation be taken at that time.
- (e) If employees covered by this Agreement work on any holiday hereinbefore designated, in no event shall the pay for such holiday exceed the double time rate. Double time shall be understood to include the eight (8) hours at straight time which would have been paid if the holiday had not been worked.
- (f) Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on eight (8) hours pay at the straight time hourly rate, excluding premiums, of the particular employee.
- (g) When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday.

- (h) Employees scheduled to work on one of the hereinbefore designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay.

ARTICLE 38

VACATION PAY - CUSTODIANS AND MAINTAINERS

- (a) The employer shall grant paid vacations in accordance with the following schedule:

Seniority	Hours Paid (Straight-time hours without any premium whatsoever)
1 year	40
2 years	80
8 years	120

- (b) An employee shall be entitled to receive full vacation pay as set forth above if he has actually performed work for 1,960 hours during his vacation eligibility year.
- (c) An employee shall be entitled to receive $\frac{1}{2}$ vacation pay if he has actually worked 980 hours during his vacation eligibility year but less than 1,960 hours.
- (d) The vacation eligibility year shall be the time between the employee's anniversary date of hire and one year thereafter and in yearly periods thereafter.
- (e) Employees shall be entitled to take time off of 1 week for a paid vacation of 40 hours; 2 weeks off for a paid vacation of 80 hours; and 3 weeks for a paid vacation of 120 hours. Employees who are paid only $\frac{1}{2}$ vacation shall be entitled to take only $\frac{1}{2}$ of the aforesaid amount of time off.
- (f) Time off for vacation purposes shall be compulsory. Time off for vacation purposes shall be mutually agreed between the company and the involved employee. However, first preference for time off for vacation purposes shall be granted to employees based on seniority. Final allotment of vacation periods shall be reserved exclusively to the Board.
- (g) Vacation pay once accumulated at the end of an employee's eligibility year shall not be forfeited. An employee shall be paid when he takes his vacation.
- (h) The employee's vacation pay shall be computed on the basis of his regular straight-time pay without premium pay whatsoever and at the rate at which most of his qualifying hours were earned during the vacation eligibility year.

- (i) Vacations may be taken in weekly increments only.
- (j) All vacations shall be scheduled by the Board with consideration for the seniority and desires of the employee concerned, consistent with efficient operations.
- (k) No more than six (6) employees in each classification may be on vacation at any one time.
- (l) Vacation checks shall be issued at the time the vacation is taken and in the increments taken, that is to say, an employee taking a scheduled one (1) week vacation shall receive a check for one week's vacation entitlement.
- (m) The Board shall have no obligation to permit an employee to tie a vacation to a leave of absence or other time off.
- (n) Accrued and unused vacation days shall not be forfeited but shall be paid on the last day of the next subsequent vacation eligibility year.
- (o) No employee who is presently employed shall be caused to suffer a reduction in vacation time earned because of the implementation of this vacation schedule.

ARTICLE 39

DRIVER LICENSING

Bus drivers shall obtain a Chauffer's License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The difference in the cost between the Chauffer's License and the regular driver's license shall be paid by the Board.

ARTICLE 40

PHYSICAL EXAMINATIONS

Bus Drivers

- (a) It is required that bus drivers be given annual physical examinations by a physician selected and paid for by the Board of Education.
- (b) Each driver shall be physically examined at least once a year before September 1, including chest X-Ray or Tine Test before he/she is allowed to transport pupils.

Cooks, Custodians and Maintainers

- (a) The parties recognize that by Public Act all employees of the Board of Education are required to present evidence of freedom from communicable tuberculosis as a condition of entering its employment and annually thereafter, including all full and part time personnel

or day to day substitutes, on the basis of tests conducted in accordance with Section 7 of the Act.

- (b) Such statement of freedom from communicable tuberculosis shall be filed with the employee's personnel file within 14 days after employment.
- (c) A clinic for the administration of tuberculosis tests will be scheduled in the Fall, in cooperation with the County Health Department, after the start of the school year. All employees may avail themselves of this testing service.

ARTICLE 41

ACT OF NATURE DAYS

All Bus Driver Employees shall receive one-half ($\frac{1}{2}$) their normal day's pay for any day up to a maximum of two (2) days per year for any day that is declared to be an Act of Nature Day by the employer.

ARTICLE 42

JURY DUTY

- (a) Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift, and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (2) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). In order to receive payment under this section an employee must give the Board adequate prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- (b) During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, the Board will pay him the difference, if any, between his fees for jury service or witness service and the pay he would have received had he worked his scheduled shifts during his period of jury duty or witness service, provided that the employee gives the Board prompt notice of his call for jury service or witness service and, thereafter provides evidence of his performance of jury service or provides evidence of the payment he received for it.

ARTICLE 43

GENERAL

Section 1 Paid Interview Time

Any bus driver called in by the Administration to discuss a student problem will be paid at the rate of \$1.75 per hour during the interview time. A minimum of \$.75 shall be paid for any time less than one (1) hour.

Section 2 Break-Down Time

Any bus driver who is required to remain with their bus after a break-down shall be paid \$1.85 per hour. The employee shall be paid the full hourly rate retroactive to the time bus broke-down for any time in excess of $\frac{1}{2}$ of an hour.

Section 3 Summer Team Leaders

- (a) Custodians assuming the responsibility of team leader during summer cleanup will receive their base pay, plus a fifteen cent (15¢) per hour stipend.
- (b) A team leader will have full authority to organize and direct the work of his team members. The team leader will be subject to and receive directions from the Business Manager.

Section 4 General

The employer shall pay fifteen (15¢) per mile to any employee requested and authorized by his immediate supervisor to use his personal vehicle for school business.

Section 5 Summer School Runs

Bus drivers who drive a summer school bus run shall be paid at the rate of \$4.50 per run.

Section 6 Field Trips

Bus drivers shall receive a minimum of three (3) hours pay for each field trip in which the driver is called from their home. However, if the field trip begins when a driver returns from a regular run the bus driver shall be paid at the rate of \$2.60 per hour from time of departure until time of return.

Section 7 Kindergarten Runs

The kindergarten runs shall be paid at the rate of \$4.00 per run up to 10 miles, then, every five (5) miles thereafter the driver shall be paid \$.25 per each additional five (5) miles driven.

Section 8 Shuttle Runs

Shuttle runs shall be paid at the rate of \$1.65 per single run and \$3.30 per double run.

A single shuttle run shall consist of stops at one or more school buildings beyond the destination school of the regular run, with these schools being along a substantially direct route back to the bus garage.

A double shuttle run shall consist of stops at two or more school buildings beyond the destination school of the regular run, with these schools not being along a substantially direct route back to the bus garage, and shall include backtracking.

Section 9 Skills Center Runs

Skills Center runs shall be paid at the rate of \$5.25 per round trip when students are transported one way and \$6.25 per round trip when students are transported both ways.

Section 10 Lay Over Time

Lay over time \$1.85 per hour figured in no less than ½ hour segments.

Section 11 Extra Rider

Whenever an extra rider is needed on any run, regularly employed bus drivers will be asked first and paid at their regular run pay rate.

Section 12 Uniform Allowance

Each cafeteria employee and each maintainer shall receive an annual uniform reimbursement allowance of thirty dollars (\$30.00) to be paid at the end of the first semester provided the employee was employed as of the beginning of that school year.

ARTICLE 44

RESIGNATION

- (a) All employees shall provide written notice of their effective date of resignation fourteen (14) days prior to the termination of employment. Resignations shall be submitted to their immediate supervisor.
- (b) All resignations shall be filed on forms provided by the district.
- (c) Employees who do not give the fourteen (14) day lead time on resignations will lose all sick leave accumulation benefits.

ARTICLE 45

WAIVER

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- (b) The waiver of any breach or condition of this Agreement shall be in writing and executed by both parties and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 46

SAVINGS

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement, and the parties may enter into collective bargaining upon request of either party as to that subject matter.

ARTICLE 47

COURT OR ADMINISTRATIVE COMPLIANCE

Should a Court or administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Board take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Board shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and without resort to the grievance procedure by the Union or any bargaining unit member.

ARTICLE 48

DURATION

This Agreement shall be retroactive to July 1, 1974, on wages and conditions with the exception of insurance programs and shall continue in full force and effect until midnight June 30, 1975, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) calendar nor more than ninety (90) calendar days prior to June 30, 1975. In any event, this Agreement shall not be extended beyond June 30, 1975, except by written consent of the parties.

ARTICLE 49

AUTOMATIC RENEWAL

This Agreement shall commence July 1, 1974, and shall continue in full force and effect until the 30th day of June, 1975, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other not less than thirty (30) calendar nor more than sixty (60) calendar days prior to any expiration date, that a party desires to renegotiate this Agreement.

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1974

CLASSIFICATION	1 Year	2 Years	3 Years
Custodian Grade I	\$3.55 per hour	\$3.75 per hour	\$4.10 per hour
Custodian Grade II	3.30 per hour	3.50 per hour	3.85 per hour
Maintainer Grade I	4.50 per hour	4.75 per hour	5.00 per hour
Maintainer Grade II	4.00 per hour	4.50 per hour	4.70 per hour
Head Cook	3.05 per hour	3.20 per hour	3.35 per hour
Cook	2.50 per hour	2.65 per hour	2.95 per hour
Kitchen Aide	2.20 per hour	2.30 per hour	2.40 per hour
Bus Driver (Regular Runs)	3.60 per run	3.85 per run	4.20 per run

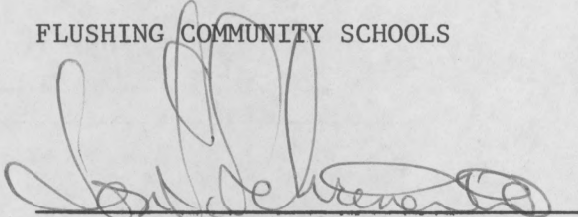
A newly-hired employee shall be paid 30¢ less than the 1 year rate of pay during his probationary period, but no less than the statutory minimum wage.

ATTACHMENT "B"

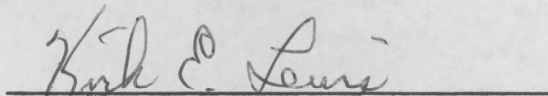
Please Type or Print Plainly		Employee No.	Job Location or Dept.
Name			
Last	First	Initial	
Date	Employer		Amount
<p>AUTHORIZATION FOR PAYROLL DUDUCTION</p> <p>Effective this date, I the undersigned, hereby request and authorize the above named employer to deduct from my earnings the above amount _____ per pay _____ per month for the purpose checked below and to make such changes as may become necessary.</p> <p>_____ initiation fees</p> <p>_____ union dues and/or authorized assessments, as designated by the union through proper written notice. Such monies deducted from my earnings shall be remitted to:</p> <p align="center">INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547</p>			
<p>Assignee</p> <p>I hereby waive all right and claim for said monies paid in accordance with this authorization. This authorization is revocable by me upon thirty (30) days written notice to the employer and the union.</p>			
<p>_____ Employee's Signature</p>			

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

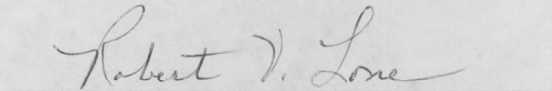
FLUSHING COMMUNITY SCHOOLS



President Board of Education

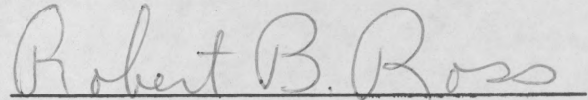


Secretary Board of Education

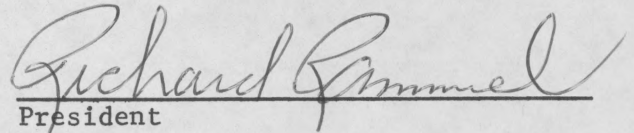


~~Chief Negotiator~~
Business Manager

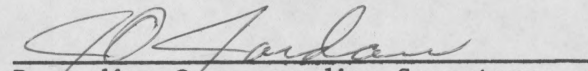
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547, AFL-CIO



Business Manager



President



Recording-Corresponding Secretary

editor

