

August 31, 1976

FOREST PARK SCHOOL DISTRICT
BOARD OF EDUCATION

a n d

AFL-CIO LOCAL 1424
(Non-teaching employees)

C O N T R A C T A G R E E M E N T
1975-76

Superintendent
Forest Park School District
Crystal Falls, Mi. 49920

Forest
Park
School
District.

AGREEMENT

This Agreement entered into on this 1st day of July, 1975, between the FOREST PARK SCHOOL DISTRICT (hereinafter referred to as the "EMPLOYER") and FOREST PARK SCHOOL DISTRICT EMPLOYEES Chapter of Local #1424 affiliated with Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

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 Employer, the employees and the Union.

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

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

1. RECOGNITION. Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all full-time and part-time non-teaching personnel; excluding supervisors as defined in Act 379 and confidential employees.

2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. UNION MEMBERSHIP.

- (a) Upon ratification of the agreement by non-teaching employees and for 10 calendar days thereafter, authorization for payroll deduction cards may be signed by employees. Those employees signing cards will be continued in membership through the duration of this agreement as well as subsequent agreements unless they notify Union and Management in writing of their intention to resign from membership status during the 30 day calendar period of the month of June in any year.
- (b) Following the 10 day period any new employees in the school district or other employees who did not sign during the 10 day period may do so and membership with deductions will follow through the duration of this agreement and subsequent agreements as stated in (a) above.

(c) The Union agent will supply the Employer agent with authorization cards for all employees placing their signatures thereon.

4. UNION DUES AND INITIATION FEES.

(a) Payment by Check-off.

Employees desiring membership shall tender the Union fee and monthly membership dues by signing the Authorization for Check-off of Dues form:

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off Dues Form:

Authorization for Payroll Deduction

I hereby request and authorize you to deduct from my earnings the Union fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By _____
(Print Last Name) (First Name) (Middle Name)

To _____
(Employer) (Department)

Date to Start Deduction _____ Signed _____

_____ Address _____

(b) When deductions begin.

Check-off deductions under all properly executed Authorization for check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted within ten days thereafter.

(d) Termination of Check-Off.

An employee shall cease to be subject to the check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.

5. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

6. STEWARDS AND ALTERNATE STEWARDS

- (1) Day shift
- (1) Evening shift
- (1) Chief Steward

(a) The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

7. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements 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 between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

8/ GRIEVANCE PROCEDURES. Time of Answers.

The Employer will answer in writing any grievance presented to it in writing by the Union providing the grievance relates to a violation, mis-application or misinterpretation of any provision of the Agreement.

The grievance must be presented in writing by the steward to the immediate supervisor within thirty (30) working days of his knowledge of its occurrence.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

- STEP I. (a) If an employee feels he has a grievance he shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of within two (2) working days, it shall be submitted in written form by the steward to the immediate supervisor.
- (d) The immediate supervisor shall answer the grievance within two (2) working days.
- STEP II. If the grievance has not been settled, it shall be presented in writing by the Chief Steward to the Employer agent, the Superintendent of Schools, within seven (7) days after the supervisor's response is due. The Employer agent shall respond to the Chief Steward in writing within three (3) working days.
- STEP III. If the grievance remains unsettled, it shall be presented by the Chapter Chairman, in writing, to the President of the Board of Education within seven (7) working days after the response of STEP II is due. The President of the Board of Education shall respond, in writing, to the Chapter Chairman within five (5) working days.
- STEP IV. (a) If the answer at STEP III is not satisfactory, and the Union wishes to carry the matter

further, they shall refer the matter to the Union Council.

(b) In the event the Union Council wishes to carry the matter further, it shall, within thirty (30) working days from the date of the Employer's last answer at STEP III, meet with the employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator, the Michigan Employment Relations Commission shall be requested to submit a list of five (5) arbitrators. Both the Employer and the Union shall strike two (2) names from the list. The party requesting arbitration shall strike the first name; the process will be repeated and the remaining person shall be the arbitrator.

(c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgement based on the express terms of this agreement, and shall have no authority to add to or subtract from any of the terms of the agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.

(d) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

(f) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

9. WITHDRAWAL OF CASES.

(a) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decision. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

10. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

12. DISCHARGE AND DISCIPLINE

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district and the employer will make available an area where he may do so before he is required to leave the property of the Employer. UPON REQUEST, THE DISCHARGE OR DISCIPLINED EMPLOYEE ALONG WITH A FELLOW EMPLOYEE AND/OR THE STEWARD, WILL DISCUSS THE DISCHARGE OR DISCIPLINE WITH THE EMPLOYER.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years pre-

viciously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

13. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first thirty-five (35) days of their employment. The thirty-five days probationary period shall be accumulated within not more than ninety (90) calendar days. When an employee finishes the probationary period of thirty-five days, he will be entered on the seniority list and shall rank for seniority from thirty-five days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

14. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at least every six (6) months.

15. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

16. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the classification.

17. SENIORITY OF OFFICERS.

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

18. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

19. LAYOFF DEFINED.

(a) The word, "layoff" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a district basis. Seniority employees will be laid off according to seniority as defined in Section 13 (c), and 17. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) In unforeseen emergency situations beyond the control of the Board of Education, the Union agrees to waive the seven (7) calendar days' notice of layoff as provided in paragraph (c) of this article.

20. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c) and 17. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work

within ten (10) days from date of mailing of notice of recall he shall be considered a quit.

21. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(c) The Employer agrees that in any movement of work not covered above in (a) or (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly-created positions.

22. PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURE.

(a) All vacancies or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies shall be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing, in triplicate, when applying for a job within the seven (7) working days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

The name of the employee awarded the job shall be posted within seventy-two (72) hours.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee's Chief

Steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

23. VETERANS. Reinstatement of.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

25. LEAVE OF ABSENCE.

(a) Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority for one year while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

26. UNION BULLETIN BOARDS.

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

27. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

28. TEMPORARY ASSIGNMENTS.

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 the hours worked while filling such vacancy.

29. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

30. SAFETY COMMITTEE:

A safety committee of employees and the employer representatives is hereby established. This committee will include the steward of each district and shall meet as needed during regular daytime working hours for the purpose of making recommendations to the Employer.

31. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be kept current by supervisors and the school district accountant and available for employee perusal.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their building 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 was unavailable, or did not choose to work, will be charged the average

number of overtime hours of the employees working during that callout period (two hour minimum).

Should the above method proved to be unsatisfactory, the parties agree to meet 30 days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

32. WORKMEN'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hours. The difference paid by the Employer for compensation will continue as long as current and accumulative sick leave time is due.

33. WORKING HOURS. Shift Premium and Hours.

Employees are either full or part-time personnel depending upon their job assignment and needs of the school district.

The number of hours of a work shift varies with the maximum being eight hours a day.

Most employees are scheduled to work during the school calendar year which extends for approximately nine months. A small number are scheduled for the full work year of twelve months.

At the beginning of the work year each employee receives a calendar of the work days and non-work days and a daily shift schedule. Employees are expected to be found at their work stations during their work shift hours. They will not leave the job without reporting to their supervisor.

When changes occur in the financial situation, enrollments, bus routes, school programs and other factors affecting the work schedule of employees by shortening or lengthening the duty day or duty year the Union will be notified in writing as well as the employee.

Eight hour a day custodial-maintenance employees scheduled to work on the evening shift are permitted a 30 minute duty free lunch period as a shift premium.

Employees working a continuous shift of four hours or more have a fifteen minute rest period once during the shift.

An employee called out for work beyond his regular work day after he has left the assigned shift will be guaranteed not less than one hour time credit for the duty.

34. LEAVES OF ABSENCE WITH PAY.

At the beginning of the employee's work year and after he has completed his first workday he shall be credited with 12 workdays of illness and bereavement leave. The unused portion of such allowance at the end of the work year shall accumulate from year to year up to 120 workdays. These are days with pay.

Classified employees work on various length of workdays and work years. Each current or accumulated day is based on the length of the workday assigned to the employee. For instance: an employee with a four hour workday will be credited with a four hour illness or bereavement day. An employee with an eight hour work day will be credited with an eight hour illness or bereavement day.

The current and accumulated sick and bereavement leave of the employee may be used as described under the following conditions:

(a) Personal Illness.

1. Personal illness necessitating one to remain at home, in a hospital or to report to a dispensary or clinic for medical care.
2. Personal physical or mental examination and dental appointments scheduled with a physician when it is not possible to schedule these appointments or laboratory tests outside of the school day or outside of the work week. An employee has an obligation to schedule these appointments outside of the work day whenever it is possible to do so.

(b) Immediate Family Illness and Death.

1. When a serious illness or death emergency exists in the immediate family (wife, husband or children) an employee is excused the number of days necessary to handle the emergency.
2. When a physician prescribes a physical or mental examination or there is need for an emergency dental appointment or lab tests for the immediate members of the family listed under (b) 1 above that can be scheduled only during the work day and the nature of the emergency requires the need for the employee to accompany his wife, husband or child during the duration of the appointment. As in (a) 2, scheduled for outside of the work day or work year if possible.

(c) Relatives.

1. In situations of serious illness or death involving a father, mother, sister, brother, grandparents or grandchildren of the employee or his spouse, the number of days necessary to handle the emergency are granted. It is assumed that the employee will resume work as early as the emergency situation can be

remedied with the cooperation and aid of other family members or, in long term illness, with assistance from an outside agency.

(d) Special Leaves of Absence.

There may be personal conditions or circumstances which may require absenteeism for other reasons than heretofore mentioned. Such leave, amounting to a maximum of two days per work year, deductible from sick and bereavement leave, may be used as in the instances enumerated below when substitute employees are available to replace the absentee.

1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after work hours or during vacation periods.
2. Such leave shall not be used for the purpose of seeking other employment, rendering services, or working with or without remuneration for themselves or anyone else, or religious purposes, for hunting, fishing or other recreational activities.
3. Employees desiring to use such leave shall submit their request on the application for at least one working day in advance of the anticipated absence except in cases of emergency. The form must be filed with the Superintendent of Schools. The general reason shall be briefly explained on the form.
4. Other uses for which the two days' special leave of absence may be used during the work year include:
 - (1) Funerals of relatives other than defined under (b) 1 and (c) 1 and for close personal friends.
 - (2) Attendance at graduation and marriage ceremonies of one's own children or the marriage ceremony of one's own brothers and sisters or the brothers and sisters of one's spouse, or one's own marriage.

(e) Death Benefit.

Upon the death of an employee of the school district the family or beneficiary of the employee will receive a sum of money representing 50% of the accumulated sick leave to which the employee would have been eligible at the time of death.

35. TIME AND ONE HALF.

(a) The work week for all classified employees begins on Mondays and extends through Sunday. This is the seven day week of employment for record keeping procedures in the Forest Park School

District.

(b) In any work week of Monday through Sunday in which an employee works beyond 40 hours he will be compensated at time and one half for all hours beyond forty.

(c) When an employee works in a single work week at two different types of work for which different rates of pay have been established, his overtime, if any, is computed on the wage rate for the work done in the overtime period.

Example: An employee has a combination job of bus driver and custodian. Each job has a separate rate of pay for the daily hours worked. This employee has a regular 40 hour work week. During the week he is called upon to drive a bus beyond his regular work week hours. The time and one half for that time beyond his regular forty hour week will be computed at the bus driver wages and not the custodial wages.

(d) Each pay check shall include a statement of all extra hours the employee worked, if any.

(e) Regular bus drivers will be given twenty-four (24) hours notice of any special trips or they will not be charged as provided in Article 31.

(f) All out-of-town trips to be made by regular bus drivers unless such trip or any part would be at the rate of time and one-half.

36. HOLIDAY PROVISIONS.

Paid holidays for employees scheduled to work twelve (12) months of the year include July 4, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. The last half of the shift assigned is a paid holiday on the day before Christmas or the day before New Year's, providing the Christmas and New Year's Day fall on Tuesday, Wednesday, Thursday, or Friday.

Paid holidays for employees working less than twelve (12) months are Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

When any of the above holidays fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

37. VACATION. Eligibility.

An employee will earn credits toward vacation with pay in accordance with the following schedule:

1. One (1) through two (2) years of service - 1 week vacation.
2. Three (3) through nine (9) years of service - 2 weeks vacation.

3. Ten (10) through fourteen (14) years of service - 3 weeks vacation.
4. All years of service over fourteen (14) - 4 weeks vacation.
5. Part-time or school year employees shall receive vacation prorated by the following formula:

$$\frac{\text{Hours Worked}}{2000} \times \text{full time equivalent}$$

38. VACATION PERIOD.

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- (b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- (c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- (d) A vacation may not be waived by an employee and extra pay received for work during that period.
- (e) If an employee becomes ill while on vacation leave, sick leave time is not used during the vacation period. It resumes following the vacation period providing there is no termination of employment with the close of the vacation period.

39. PAY ADVANCE.

- (a) When payday falls on a holiday, the day previous to the holiday will be payday.
- (b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of payoff for the current calendar year will have such credit deducted from his vacation the following year.
- (c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

40. HOSPITALIZATION AND MEDICAL COVERAGE.

The hospital-medical benefit is with the Blue Cross-Blue Shield Group Plan.

The Employer shall pay the full cost of the existing Blue Cross-Blue Shield hospitalization insurance from October 1, 1975, through September

30, 1976, except as provided below.

Employees with a work schedule of a minimum of a seven hour day and a thirty five hour week and a nine month (school year) work year will receive full benefit paid by the Employer for whichever rate stated above he is eligible.

Employees with work schedules less than the minimum stated in the previous paragraph will receive prorated benefit payments by the Employer as follows:

Four hours a day and twenty hours a week but less than five hours a day and twenty-five hours a week - a payment of $4/8$ ths.

Five hours a day and twenty-five hours a week but less than six hours a day and thirty hours a week - a payment of $5/8$ ths.

Six hours a day and thirty hours a week but less than seven hours a day and thirty-five hours a week - a payment of $6/8$ ths.

Any employee entitled to insurance under the above, and carrying single subscriber, will not be prorated and the employer will pay the full single rate.

Family continuation and sponsored dependents are the financial responsibility of the employee and may be added through payroll deduction.

In the event of resignation, dismissal or extended leave of absence with the employee leaving his position before the close of his scheduled work year, the benefit will be terminated the last day of the month following the month in which the employee left the services of the school district. When the employment is discontinued at the close of the work year, the benefit continues in effect through September 30.

41. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement, with the exception that hours not actually worked (sick leave, vacation with pay hours, etc.) will not be considered as hours worked when time and a half due overtime is calculated.

42. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until midnight, August 31, 1976.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement, without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #55, AFSCME, AFL-CIO, 1034 E. Washington Avenue, Lansing, Michigan, 48906; and if the Employer, addressed, Superintendent of Schools, Crystal Falls, Michigan, or to any such address as the Union or Employer may make available to each other.

43. EFFECTIVE DATE.

This Agreement shall become effective as of its date of execution.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

In presence of:

In presence of:

APPENDIX A

INCLEMENT WEATHER DAYS AND SIMILAR EMERGENCIES

On days when an emergency such as hazardous road conditions on bus routes results in a decision to cancel classes, employees will be notified by telephone and WIKB radio.

All classified employees who are not scheduled to work because of the emergency will receive one hour's pay for the day at their respective pay rate and do not need to report to work.

All classified employees scheduled to work will receive their regular wages providing they report and work their regular shift hours. Those scheduled to work who do not report will receive one hour's pay only.

Employees scheduled to work on these days are the three supervisors, the bus maintenance man, the custodial-maintenance men, the heating-plumbing men and office personnel.

Employees not scheduled to work and therefore not to report to work include bus drivers, kitchen-dining room personnel, recess aides and crossing guards.

Employees in a combination bus driving and custodial-maintenance or other type of combination work will receive full pay for that day at both providing they work the full hours of the combined job classification.

Employees scheduled to work on these days will have a 45 minute grace period to arrive after the start of their shift to allow for weather emergency difficulties.

APPENDIX B

MANDATORY RETIREMENT

Employees working the 12-month year reaching their 65th birthday between July 1, the beginning of the fiscal year, and June 30th, the last day of the fiscal year, will be required to retire at the close of the workday on June 30th of that fiscal year in which they reach 65 years of age.

Employees working less than a 12-month work year reaching their 65th birthday between the end of the work year and the first day of the beginning of a new work year will be required to retire before the beginning of the new work year. Employees reaching their 65th birthday during a scheduled work year may continue through the work year in which they have reached 65 years. They will retire at the close of the last workday of that work year in which they have reached 65.

APPENDIX C

SURGERY LEAVE

Before an employee assigned to less than a 12-month work year may take time off for a surgical operation, he or she must provide the school district office with a written statement from a registered physician stating the employee must have time off immediately and cannot postpone surgery till the completion of the work year. Failure to comply with this clause will result in no pay for the period of time away from the job due to surgery and recuperation even though current and cumulative sick leave time is on file for the employee.

In an emergency and upon the recommendation of a licensed physician, surgery may be performed with the written statement of the physician to follow.

APPENDIX D

RIGHTS OF THE EMPLOYER (BOARD OF EDUCATION)

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which have been clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively by the Employer without prior negotiations with the Union either as to taking action under such rights or with respect to the consequence of such action during the term of this agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right to:

Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Forest Park School District.

Continue its rights, policies, and practices of assignment and direction of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and processes of carrying on the work.

Determine the qualifications of employees, including physical conditions, however any dispute over this section will be subject to the grievance procedure.

Determine the number and location or relocation of its facilities, including the establishment or relocations, of buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Determine the financial policies, including all accounting procedures.

Determine the size of the management organization, its functions, authority and amount of supervision providing that the Employer shall not abridge any rights of employees as specifically provided for in this Agreement.

Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above statements are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

APPENDIX #

HOURLY WAGES

<u>OFFICE DIVISION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
Secretary-clerk secondary school	\$3.53	\$3.63	\$3.78
Secretary-clerk elementary school	3.38	3.48	3.63
Secretary-clerk utility duties	3.28	3.38	3.53
 <u>CUSTODIAL-MAINTENANCE DIVISION</u>			
Supervisor-head custodian	4.48	4.58	4.68
Heating, custodial-maintenance	3.98	4.08	4.18
Custodians	3.68	3.83	3.98
 <u>FOOD SERVICES DIVISION</u>			
Supervisor-head cook	3.68	3.73	3.78
Ass't cooks, bakers	2.93	3.03	3.13
Kitchen-dining room aides	2.68	2.78	2.88
Ticket sales and accounting	3.28	3.38	3.53
 <u>TRANSPORTATION DIVISION</u>			
Supervisor-head driver-maintenance	4.48	4.58	4.68
Bus maintenance	3.73	3.88	4.03
Bus drivers, regular routes	4.08	4.28	4.38
Bus drivers, special trips w/one hour or more waiting time	3.49	3.49	3.49
Bus drivers, safety and driver education: When in attendance at driver safety schools will receive \$3.00 per hour for the 12 hour credit course and \$3.00 per hour for any other education, tests, and sessions designed to educate bus drivers for their jobs. When instruction sessions take drivers a considerable distance from Crystal Falls (Marquette is the usual center of considerable distance) overnight lodging and meals will be provided by the school district. Transportation in a school supplied vehicle or an allowance of 12¢ per mile for a personal vehicle will be provided employees. Car pooling up to five adults per vehicle will be expected. The \$15.00 tuition fee for each driver enrollee payable to Northern Michigan University will be the obligation of the school district.			
 <u>OTHER DIVISIONS</u>			
Recess aides	2.68	2.78	2.88
Crossing guards	2.68	2.78	2.88

Step I. Begins on the first day of employment and extends one calendar year.

Step II. Begins on the day one calendar year after the first "year of work" and extends one calendar year.

Step III. Begins on the first day after the second calendar year of work continues thereafter.

The wage rates above are effective as of July 1, 1975, and through the termination date of the contract August 31, 1976.

APPENDIX F

DEFINITIONS TO BE ADDED TO THE WRITTEN CONTRACT FOR THE PURPOSE OF CLARIFICATION:

PART TIME EMPLOYEE The part time employee meets the following criteria:
1. Is hired to fill a posted vacancy position. 2. The position has a daily work shift of from one hour per day to eight daily work hours. 3. The employee reports daily to work according to a time schedule and work year calendar given to him and his supervisor and recorded in the school district office. 4. The employee receives benefits according to the conditions of the written contract which takes into consideration the length of the work shift and the work year. 5. The employee fills in a specific daily payroll time card. 6. The employee's work year is approximately that of a school term year of nine months. In some instances a week or more may be added to the work year to go beyond the school year or to precede the school year, but in no instance is the work year that of twelve months.

FULL TIME EMPLOYEE The full time employee meets the following criteria:
1. Is hired by the school district to fill a posted vacancy position. 2. The position has a daily work shift that is usually eight hours in length. 3. The employee reports daily to work according to a time schedule and a work year calendar given to him and his supervisor and recorded in the school district office. 4. The employee receives benefits according to the length of his work shift, his work year and the conditions of the written contract between union and management. 5. The employee is required to fill in a specific daily payroll time card. 6. The employee's work year is twelve months, geared to the fiscal year beginning July 1 and ending June 30.

SUBSTITUTE A substitute worker meets these criteria: 1. A person called upon from a list of non-employees for emergency substitute work when a full time or part time employee of the school district is not available or chooses not to replace another full time or part time employee. 2. There is no daily work shift or yearly calendar or work assigned. 3. The substitute person is not hired as a result of a posted vacancy. 4. The substitute need not meet the retirement age clauses of the contract. 5. The substitute is free to accept or reject any work offered. 6. They are independent persons who work on a voluntary basis. 7. They do not share in any of the benefits of other employees, including sick leave, paid vacation, paid holidays, and so forth. 8. They do not have a regular payroll period.

YEAR OF WORK A year of work or a work year is a job assignment to a part time or full time employee, other than a substitute worker, with a daily shift of work hours during which he is required to be on duty. He has prepared for him by management a calendar of the work year of either approximately nine months or twelve months. To retain his job the employee is

required to report to work according to the work year calendar and the conditions of the contract. The employee completes a year of work after he has served the complete calendar of months of the job assignment.

For the full time employee the year of work begins on July 1 of the work year or fiscal year of the school district. For the part time employee the work year begins at approximately the same date that classes begin in September. In some instances the work year begins a few days or a few weeks before school opens depending upon the needs of the employer.

For the full time employee the work year ends on June 30. For the part time employee the work year usually ends on the last day of classes in the school year; but in some instances it may end several days or weeks following the closing day of classes depending upon the needs of the school district.