

*Mr. Gagnell*  
*7/1/91*

A G R E E M E N T

between

UNITED STEELWORKERS OF AMERICA  
on behalf of LOCAL UNION 7935

and

HALE AREA SCHOOLS  
Hale, Michigan

*Hale Area Schools*

July, 1988  
to  
July, 1991

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

AGREEMENT  
between  
UNITED STEELWORKERS OF AMERICA  
and  
HALE AREA SCHOOLS

July 1, 1988 to July 1, 1991

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## AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 1988, by and between the Board of Education of the Hale Area Schools, Hale, Michigan, hereinafter referred to as the "Board" and the United Steelworkers of America, AFL-CIO-CLC, hereinafter referred to as the "Union".

### ARTICLE I

#### PURPOSE AND INTENT

##### Section 1.1: Purpose and Intent

It is the intent and purpose of the parties that this Agreement shall promote and improve all relationships between the Board and the Union and set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed and to provide a procedure for the prompt and equitable adjustment of grievances.

##### Section 1.2: No Discrimination

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

##### Section 1.3: Protected Activity

The Employer agrees that it will not discriminate in any manner against any person in its employ by reason of his membership and activity in the Union and the Employer further agrees that it will not, in any way, interfere with the organization of the Union and that it will not commit any act calculated to undermine the Union.

### ARTICLE II

#### RECOGNITION - UNION SECURITY AND CHECK-OFF

##### Section 2.1: Recognition: Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

1. Custodial/Maintenance
2. Bus Drivers (Regular)
3. Food Service
4. Library Clerk and Cafeteria Clerk
5. Para-Professionals

and excluding all other school employees, including substitutes.

## Section 2.2: Definition of Employee

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

The Employer and the Union agree that persons employed on a "stipend" basis will not be included in the bargaining unit provided, however, such persons will not be used to displace or replace any employee in the bargaining unit or to diminish earnings opportunities for bargaining unit employees.

## Section 2.3: Union Membership-New Employees

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

(a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 2.3 and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is the later, the employee signs a service fee checkoff authorization form authorizing the deduction of a service fee equal to the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(b) In the event an employee refuses to comply with Section 2.3 or 2.3 (a), he shall be subject to discharge.

## Section 2.4: Check-Off

The Employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2.3 (a), the Employer agrees to deduct the monthly service fee, as designated in said authorization. Said deduction shall be made out of the second pay of the employee each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fee assessments or service fee, the Board agrees promptly to remit to the International Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 2.5: Notice to Union of New Employees

Newly hired employees will be given a Union authorization card or a service deduction card and the Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and telephone number, if any.

Section 2.6: Indemnification and Hold Harmless Clause

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

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Management Rights

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

Section 3.2: Work Rules

The Board shall have the right to promulgate reasonable and necessary work rules consistent with the labor agreement.

ARTICLE IV

RIGHTS OF THE UNION

Section 4.1: Union's Rights

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection! As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against



any employee with respect to hours, wages or any terms or condition of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2: School Building Use

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the principal. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

Section 4.3: Union Requests for Information

The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate information which may be necessary for the Union to process any grievance or complaint.

ARTICLE V

LONGEVITY PAY

Section 5.1: Longevity Payment

The first pay after the anniversary date of the 10th consecutive year of service at Hale Area Schools, an additional \$100.00 longevity payment will be paid.

The first pay after the anniversary date of the 16th consecutive year of service at Hale Area Schools, an additional \$200.00 longevity payment will be paid.

The first pay after the anniversary date of the 22nd consecutive year of service at Hale Area Schools, an additional \$300.00 longevity payment will be paid.

ARTICLE VI

BULLETIN BOARDS

Section 6.1: Bulletin Boards

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

## ARTICLE VII

### SENIORITY

#### Section 7.1: Seniority - Committee Seniority

Seniority shall be defined as length of continuous service in a particular occupational group. Seniority shall not be transferable or interchangeable between occupational groups. Continuous service within a particular occupational group shall be calculated from the date the employee was assigned to a regular job within that occupational group. If an employee is transferred or assigned from a particular occupational group to another occupational group within the bargaining unit, this shall not cause the employee to lose his/her seniority in the occupational group from which the employee was transferred or reassigned. Instead, the employee's seniority in the occupational group from which the employee was transferred or assigned, shall be frozen so that the employee will again enjoy the seniority in the event the employee is subsequently transferred or reassigned back to that occupational group, unless seniority is lost or broken in accordance with Section 7.4.

Super seniority for Union President only.

The agreed upon occupational groups are as follows:

1. Custodial Maintenance
2. Bus Driver
3. Food Service
4. Library Clerk and Cafeteria Clerk
5. Para-Professionals

#### Section 7.2: Probationary Period

A new employee shall be on probation and no seniority rights shall be earned until the employee shall have worked for the Board forty-five (45) work days. Seniority shall then date back to the first (1st) day he was assigned to a regular job. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period.

#### Section 7.3: Seniority List

The Board agrees to keep an up-to-date seniority list of all employees who have completed their probationary period including those sick, on leave, in military service and those employees laid off. Copies of such list are to be passed out to all Committeemen every six (6) months and a copy of such list shall be posted on the bulletin boards.

#### Section 7/4: Loss of Seniority

Continuous service or seniority is broken and all rights of employment shall terminate when:

- (a) An employee quits or is discharged for proper cause
- (b) With regards to employees with less than two (2) years seniority, if they are laid off for more than three (3) months. With regards to employees with more than two (2) years seniority, if they are laid off for more than two (2) years.

- (c) Off on any leave, other than Worker's Compensation, for a period of more than two (2) years. Off on Worker's Compensation leave (provided employee is receiving Worker's Compensation benefits) for a period of more than thirty-six (36) months.
- (d) Absent from work for a period of three consecutive scheduled work days without notification to the Board during such period of the reason for the absence.
- (e) When an employee fails to report to work within five (5) working days after recall following a lay-off. Notification shall be by certified mail (return receipt requested) and sent to employee's last address appearing on his personnel card. When such notices are issued, the Chairman of the Grievance Committee shall be notified also. Each employee shall be responsible for seeing that his/her correct address is properly recorded on his/her employment card.
- (f) An employee accepts a position with the Employer that is outside of the bargaining unit, if that position is held for three (3) months.

#### Section 7.5: Job Posting

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

- A. Notice of the vacancy shall be posted by the Board on the bulletin boards within two (2) working days from the time such vacancy first occurred, the Board becomes aware of such pending vacancy or the Board decides to fill the vacancy.
- B. The notice is to state such information as: the occupational group wherein the vacancy exists, the shift, the job title, the hourly wage rate and number of hours per day of the job and shall remain posted for three (3) working days in order that all employees working in the Bargaining Unit may be given an equal opportunity to bid for the vacancy.
- C. The Board may fill such vacancy on a temporary basis not to exceed ten (10) working days from the date the vacancy first occurred without regard to seniority. The Board shall fill such vacancy within a period not to exceed five (5) working days from the end of the three (3) days posting period provided a bid has been made. Any employee having bid on a job vacancy who does not withdraw his name within three (3) days posting period must accept such job if awarded him in accordance with this section. If no bids are made for the vacancy, the Board shall be free to hire a new employee.
- D. The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the Board on the basis of seniority and ability to do the available work.
- E. The Board shall notify the Chairman of the Committee as to the names of employees to whom jobs have been awarded together with the dates of such awards.

- F. Any employee who feels that he was entitled to any vacancy may file a grievance if he had bid on the vacancy while it was posted. Such employees have five (5) working days to file a grievance after such vacancies are filled. Employees who do not bid on a particular job vacancy within the three (3) day posting period have no right to file a grievance to claim such a vacancy.
- G. The position of an employee who is on sick leave, vacation, or approved leave of absence, shall not be considered as open and subject to bidding under this subsection. Such employee shall have the right to return to his work classification held prior to the aforementioned leave. However, during temporary absence due to such leave, the position of the absent employee will be posted and will be filled. Such temporary position shall be filled in accordance with Subsection D.

All bargaining unit members who are interested in being tried as temporary employees should file an application not later than August 30th of the year in which they wish to be considered.

During the ensuing school year, should opportunities arise, applicants will be given the chance to substitute so that they can become familiar with the job and so the employer can assess their qualifications for possible regular future employment. Positions will be awarded substitutes in accordance with Subsection D. Any employee awarded a job shall be given a trial period of thirty (30) scheduled work days to demonstrate ability to perform. Such thirty (30) day trial period may be extended by mutual agreement.

#### Section 7.6: Force Reduction

When a decrease in force is necessary, the following procedure shall be followed:

All temporary or probationary employees within their occupational group shall be laid off first.

If it becomes necessary to lay-off additional employees, seniority shall prevail provided the employee has the ability to do the available work.

When an employee is laid off, bumped off the job, or his job is discontinued, he shall have the right to exercise his seniority to bump a less senior employee in an occupational group in which he has seniority, provided he has the ability to perform the work.

Laid off employees shall have first preference for substituting, excluding bus driver jobs, in a general rotation, as long as they are qualified.

#### Section 7.7: Notice of Force Reduction

When an employee, other than a probationary employee, is laid off, he will be given a fifteen (15) day written notice of such lay-off. If he is laid off because of the discontinuance of a bus run, such employee will be entitled to a five (5) day written notice. If the Board fails to give the required notice of lay-off, the employee will be paid at his usual rate for that part of the notice period which he did not work.

Section 7.8: Increase After a Layoff

When there is an increase in working forces after a layoff, the reverse of 7.6 Force Reduction shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment if he is willing and able to do the work.

## ARTICLE VIII

### SAFETY AND HEALTH

#### Section 8.1: Safety

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions. Should the Union or any employee feel that the safety and health provisions of this Article are being violated, they may have recourse to the Grievance Procedure.

#### Section 8.2: Doctor Approval

Employees involved in an occupational accident or sickness shall be treated by a doctor approved by the Board.

#### Section 8.3: Pay on Day of Injury

An employee injured on the job will be paid for the hours lost receiving medical care on the day he was injured at his straight time hourly base rate, plus any overtime premium and applicable shift differential. In cases where the attending doctor thinks the employee should not return to work and finish out the work day, he shall be paid in accordance with the above for all hours he would have worked that day.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Section 9.1: Grievance Steps

Should differences arise between the District and the Union, or employees represented by the Union, as to the meaning and application of the provisions of this agreement, there shall be no suspension of work on account of such differences and such differences shall be resolved in the following manner.

Step 1 The employee and committee person shall meet with the immediate supervisor within five (5) working days of having knowledge of the act or condition giving rise to the complaint. The supervisor shall give an answer within five (5) working days of the meeting.

Step 2 If the grievance is not settled in Step 1, within the five (5) working days, a committee person may file a grievance in writing on forms furnished by the Union and present two (2) copies to the Superintendent who shall have five (5) working days in which to meet with the employee and the committee person. The Superintendent shall give a written answer within five (5) working days of said meeting.

Step 3      Should Step 2 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee and a Committee consisting of members of the School Board. Such meeting shall be held within five (5) working days from the Superintendent's answer in Step 2 and the Board must give its answer within five (5) working days following such meeting.

Step 4      In the event the adjustment is not made and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Board's answer in Step 3 to the State Labor Mediation Service.

#### Section 9.2: Time Limit Extension

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

#### Section 9.3: Authority of Union to Process or Adjust Grievances

As representative of the employees, the Union may process grievances through the grievance procedure, including mediation, in accordance with this Agreement or adjust or settle the same.

#### Section 9.4: Right of Union to Process Claims of Deceased Employees

In the event an employee dies, the Union may process on behalf of legal heirs or legatees, any claim he would have had relating to any monies due under any provision of this Agreement

#### Section 9.5: Grievance Time Limits

The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

- (a) Grievances with respect to errors in pay may be filed within sixty (60) working days from the issuance of the alleged erroneous check. All other grievances except those described in "b" and "c" of this section must be filed within the time limits set forth in Step 1.
- (b) In cases of lay-off, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee of the employee or employees so laid off.

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

#### Section 9.6: Grievance Committee

- (a) Alternate Committeemen shall be recognized when the regular Committeeman is absent.
- (b) The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable school operations.
- (c) Members of the Grievance Committee shall receive their regular hourly rate when attending meetings with management and while investigating and processing grievances during their normal working hours. This privilege is extended with the understanding that such time will be devoted to the prompt handling of the grievances and will not be abused.
- (d) Employees who are called into a meeting and are previously notified regarding potential discipline or an evaluation, may request the presence of a member of the Grievance Committee and such requests shall not be denied.

### ARTICLE X

#### DISCIPLINE

##### Section 10.1: Nature of Discipline

In determining discipline, the employer will normally refer to an employees past work record for the previous nine (9) work months. However, on issues deemed serious by the employer, such work record will be reviewed for the previous two (2) years.

##### Section 10.2: Written Warnings

Employees may be requested to sign a statement that they have received discipline or warnings, but such signatures shall constitute only acknowledgement of receipt and not agreement with same.

##### Section 10.3: Presence of Others

Employees will not normally be disciplined or given reprimands in the presence of students or employees (excluding Committee persons).

##### Section 10.4: Absenteeism

Notwithstanding any other provisions of this Agreement, excessive absenteeism will be just cause for suspension or discharge.



The following language applies to bus drivers only:

After ten (1) accumulative incidents (during one contract year) of being absent, with the exception of illness, leave of absence and vacation, the Board of Education, or its representative, may suspend said employee for five (5) days. An employee may be discharged if after a five (5) day suspension, the employee is absent ten (10) times (with the exception of illness, leave of absence and vacation) during a contract year. The five (5) day suspension need not have occurred during the same contract year as the ten (10) absences. The supervisor shall approve all absences and a duplicate copy given to the employee. Employees may not be charged for more than one (1) incident per day regardless of the number of times they are to report for work in a day.

Section 10.5: Reporting When Unable to Work

The employee's supervisor is to be notified prior to the employee's regular scheduled starting time when the employee is unable to report to work.

ARTICLE XI

VACATIONS

Section 11.1: Vacation Allowance (Custodial Only)

Paid vacations are as listed below:

After one (1) year employment	-	five (5) days paid vacation
After two (2) years employment	-	ten (10) days paid vacation
Three (3) years through four (4) years of employment	-	fifteen (15) days paid vacation
Five (5) years through nine (9) years of employment	-	sixteen (16) days paid vacation
Ten (10) years through fourteen (14) years employment	-	seventeen (17) days paid vacation
Fifteen (15) years or more of employment	-	eighteen (18) days paid vacation

Vacation will be paid at the employee's regular monthly rate.

Section 11.2 Vacation Period

Employees shall be permitted to choose either a split or continuous vacation. When practical, the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employees preference to be given the Board sixty (60) days in advance.

Section 11.3: Vacation Eligibility

- (a) Vacations shall be granted only to those employees who are scheduled or have worked an average of twenty-five (25) hours or more per week and who are scheduled to work or who have worked fifty-two (52) weeks per year.
- (b) In order to qualify for vacation pay, employees must have worked one thousand (1,000) actual clock hours during the preceding year to qualify for their vacation, as noted above.
- (c) Vacations shall be taken in the year they fall due.

Section 11.4: Vacation Pay for Employees Who Quit, are Discharged or Die

(a) Any employee with less than twelve (12) months seniority at the time he quits or is discharged shall not receive any part of a vacation pay.

(b) Any employee with twelve (12) months or more seniority who meets the eligibility requirement of 11.3 (a) above and who quits, dies or is discharged shall receive, in addition to the vacation pay they are then eligible for, vacation pay on a pro-rata basis. This will amount to one-twelfth (1/12) of the vacation allowance they would next be eligible for, for each month since their anniversary date.

ARTICLE XII

RATES OF PAY

Section 12.1: Standard Hourly Wage Scale

The standard hourly wage scales of rates for the respective job classes are established and shall be those set forth in Appendix "A", "B" and "C" attached hereto and made an integral part of this Agreement.

Section 12.2 Overtime Pay (Custodians and Cooks Only)

Overtime at the rate of one and one-half (1½) times the regular rate of pay shall be paid for all hours worked:

- (a) In excess of forty (40) hours in any workweek;
- (b) On Saturday

Section 12.3: Sunday Pay Rate (Custodians and Cooks Only)

Two (2) times the regular rate of pay shall be paid for all hours worked on Sunday.

Section 12.4: Reporting Pay (Custodians and Cooks Only)

An employee who is scheduled to report for work and who does report for work in accordance with such schedule, not having been notified in advance not to report, shall receive not less than two (2) hours work or if no work is available shall receive in lieu thereof pay for two (2) hours at his regular rate of pay, plus an applicable shift or overtime premium. Any such employee shall be required to perform any work assigned to him. The foregoing provisions of this Section shall not apply in the event that Acts of God or other causes beyond the Board's control interfere with work being provided.

Section 12.5: Call-In-Pay (Custodial and Cooks Only)

Custodial and cook employees called in to work outside his regular hours (except snow days or when school is not in session) shall be paid time and one-half for the hours worked, except where double time is provided for under Section 12.3, but not less than two (2) hours at his applicable overtime rate of pay.

Section 12.6: Shift Premium (Custodial Only)

Employees working the afternoon shift shall be paid a premium of three percent (3%) and employees working the night shift shall be paid a premium of six percent (6%) of their regular hourly rate.

Section 12.7: Overtime Pay (Bus Drivers Only)

Overtime at the rate of one and one-half (1½) times the regular rate of pay shall be paid for all hours worked:

- (a) In excess of forty (40) hours in any workweek;
- (b) Saturday

NOTE: The above excludes extra Board trip runs.

ARTICLE XIII

HOURS OF WORK

Section 13.1: Normal Workday and Week (Custodial)

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

### Section 13.2: Normal Starting Time

The normal starting time for the custodial staff shall be as follows:

- 1st Shift - Not earlier than 6:30 a.m. nor later than 8:00 a.m.
- 2nd Shift - Not earlier than 11:00 a.m. nor later than 3:30 p.m.
- 3rd Shift - To be negotiated at time of establishing a 3rd shift.

### Section 13.3: Work Schedules

All custodial employees shall be scheduled on the basis of the normal workday and the normal workweek.

The starting times as in Section 13.2 to be determined by the Board.

### Section 13.4: Distribution of Overtime and Extra Bus Runs

Overtime work or extra bus runs will be distributed as equally as possible to those employees who have completed their probationary period. Employees may refuse overtime, however, the least senior employee must work the overtime provided he is capable of doing the work and a substitute is not available.

### Section 13.5: No Offsetting Overtime

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

### Section 13.6: Waiting Time Extra Trips

On an extra bus run during waiting time, drivers will do one or all of the following, as directed by the bus supervisor:

- (a) Help out in some way during the event - keep score, etc.
- (b) Clean the bus
- (c) Guard the bus
- (d) Other specific duties that might arise

## ARTICLE XIV

### MISCELLANEOUS

### Section 14.1: Physical

The Board of Education agrees to pay for employee's physical examinations when required by law or School Board policy, but not to exceed \$40.00 per physical examination. In cases where the normal T.B. reaction test does not prove valid, the Board will pay for an x-ray.

#### Section 14.2: Supervisors Working

Foremen or supervisors who are now spending a portion of their time doing bargaining unit work may continue to do so as in the past. It is the understanding between the parties hereto that said work shall not be increased nor shall more members of supervision take part in said work. As the work continues to expand and the foremen and supervisors are required and able to perform more supervisory duties, their bargaining unit work shall be gradually phased out to the bargaining unit employees.

#### Section 14.3: Changed School Year or Split Sessions

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

#### Section 14.4: Phone Calls

Phone calls and messages of a serious nature shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call.

#### Section 14.5: Credit Union

On proper authorization from employees who so wish, the Board shall deduct from the employees pay, the amount designated to it by the employee and remit the same to proper offices in the credit union. Two changes will be allowed in a school year. Any additional changes will require a \$5.00 service fee. Payroll deductions will not exceed 75% of gross yearly salary.

#### Section 14.6: Federal or State Law Change

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

#### Section 14.7: Agreement Distribution

A suitable number of copies of the Agreement will be prepared and distributed to all Union members and the Board.

#### Section 14.8: Students Working

The present practice of students working in the custodial group may be continued and limited to not more than four (4) students during the school year provided no regular custodial employees are laid off. Limitation of four (4) students shall not apply during the summer vacation, provided no regular custodial employees are laid off.

Section 14.9: Expense Allowance

Employees required to be out of the school district to perform their work assignment shall be allowed an allowance as follows (receipt is required):

Breakfast	\$2.50
Noon Lunch	\$5.00
Evening Dinner	\$7.00

Lodging, when required, will be paid for on the basis of an itemized invoice or receipt not to exceed \$30.00 per day for lodging.

Section 14.10: Employee Parking

Adequate parking facilities shall be made available for all bargaining unit employees at no cost to the employees.

Section 14.11: Government Sponsored Employees

The present practice of government sponsored employees working in the custodial classification shall be continued and limited to one (1) employee unless the Schedule "A" rate is paid said employee and the employee becomes a forth (40) hour per week employee.

Section 14.12: Transportation Department - Co-Op Students Working

Co-Op students may be used in the cleaning of school buses and assisting in maintaining the bus garage.

Section 14.13: Changing Jobs

All employees shall continue on the same job and classification until such time as positions are posted and the employer determines who shall fill such positions.

Section 14.14: Custodial, Clerks, Cooks and Aides Business Days

The Board will continue to allow the custodial staff and clerks two (2) paid personal business days per year. Effective 1988-89 cooks and aides will be allowed same. A personal leave day cannot be used the day before or the day after, a holiday or vacation period, the first or last day of school term, or the first day of a hunting or fishing season. Personal business days will be taken only after securing the permission of the Superintendent or his designee. The minimum time for personal business days shall be not less than one-half ( $\frac{1}{2}$ ) day per instance. Permission shall be sought from the Superintendent or his designee, at least one (1) day in advance of request.

Section 14.15: All Other Employees Business Days

All other employees will be entitled to two (2) business days per year charged against sick leave. Requests shall be given to the Superintendent or his designee, as soon as possible. Use of such business days will not affect the existing practice of allowing an absence if substitutes are available.

Section 14.16: Use of Bus on Trips

If there are fifteen (15) or more students going on a trip, a bus will be used. The supervisor shall be notified of such trips prior to the date of the trip.

Section 14.17: Chauffers License

The Board agrees to pay for chauffers license for all employees who are required by law or School Board policy to have such license. Reimbursement of the full amount to the employee will be made in the pay period after the Board meeting at which the employee submits proof of payment. Employees who are unable to pass the required physical shall be reimbursed the full amount at the time they fail to pass the physical.

ARTICLE XV

HOLIDAYS

Section 15.1: Paid Holiday and Eligibility Rules

The following holidays shall be considered as paid holidays for all employees covered by this Agreement:

- (a) New Year's Day
- (b) Good Friday
- (c) Decoration Day
- (d) Independence Day
- (e) Labor Day
- (f) 1st Day of Deer Season
- (g) Thanksgiving Day
- (h) Day after Thanksgiving
- (i) Day before Christmas (when school is not in session)
- (j) Christmas Day

Exception: 1st Day of Deer Season shall not be considered a paid holiday if it falls on Saturday or Sunday.

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

1. The employee has seniority on the date of the holiday.
2. The employee worked the last scheduled day preceding and the first scheduled day following such holiday unless he was on an approved sick leave or an approved leave of absence including Worker's Compensation or Jury Duty.

ARTICLE XVI

BUS DRIVER EDUCATION

Section 16.1: Education Classes Hourly Rate

All drivers must attend the school bus drivers education classes in accordance with the State Law, or as directed by the School Board. For attending classes employees shall be paid the State's hourly rate. Employees who complete the school year shall receive in their last check for the school year, the difference between the State's hourly rate for attending classes and the School Board's hourly rate for attending classes.

ARTICLE XVII

SICK LEAVE

Section 17.1: Sick Leave Accumulation

Employees shall accumulate one (1) day's paid sick leave for each month worked up to eighty-eight (88) days for personal illness or other approved reasons. Employees must have worked the previous school year in the school system and completed their thirty (30) day probationary period to receive full credit for the sick days at the beginning of the school year.

Non-seniority employees who have not worked the previous school year and have not completed their probationary period shall receive credit at the rate of one (1) day per month for the balance of the school year. Employees must work not less than one-half ( $\frac{1}{2}$ ) of the month to receive credit for the month. The Board agrees that during the months of September and March, they will post the total number of accumulated sick days each seniority and non-seniority bargaining unit employee has to their credit.

Section 17.2: Doctor Report

Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school. The Board shall endorse the report. The Board reserves the right to require a certified doctors statement verifying an employee's illness, if such illness extends beyond five (5) consecutive working days.

Section 17.3: Custodian Sick Bank

A sick day bank will be established, directed and administered by a committee of two (2) custodians and the Superintendent to cover custodial personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.



2. A maximum number of days to be accumulated in one (1) year within the bank shall be a number equal to five (5) times the number of the full time custodians staff.

#### Section 17.4: Sick Bank Credits

In the event people quit, the balance of unused sick days in their account will be credited to the sick bank. Limit of five (5) times the number of people. This applies to all sick banks.

#### Section 17.5 Bus Driver Sick Bank

A sick day bank will be established, directed and administered by a committee of two (2) bus drivers and the Superintendent to cover bus driver personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.
2. A maximum number of days to be accumulated in one (1) year within the bank shall be a number equal to five (5) times the number of the full time bus drivers.

#### Section 17.6: Cooks Sick Bank

A sick day bank will be established, directed and administered by a committee of two (2) cooks and the Superintendent to cover cook personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.
2. A maximum number of days to be accumulated in one (1) year within the bank shall be a number equal to five (5) times the number of the full time cooks.

#### Section 17.7: Aides Sick Bank

A sick day bank will be established, directed and administered by a committee of two (2) aides and the Superintendent to cover aide personnel.

1. Participation within the bank will be on a voluntary basis with each participant contributing a maximum of three (3) days at the beginning of the school year.
2. A maximum number of days to be accumulated in one (1) year within the bank shall be a number equal to five (5) times the number of the full time aides.

## ARTICLE XVIII

### LEAVE OF ABSENCE WITHOUT PAY

#### Section 18.1: Leaves of Absence Generally

An employee prevented from working because of illness or injury shall be granted a sick leave without pay or fringe benefits for the period he/she is unable to work. Leaves of absence without pay or fringe benefits for other bona-fide reasons may be granted to employees for periods of not to exceed fifteen (15) working days. Extensions may be granted at the discretion of the Board. Such leave shall not involve loss of seniority if it has been approved in advance by the Union Grievance Committee and has the written approval of the Board. Fringe benefits will continue for first forty-five (45) days of illness.

#### Section 18.2: Military Leaves

Military leaves of absence and the re-employment rights of employees who serve in the armed forces of the United States will be determined on the basis of applicable Federal law and valid regulations thereunder.

#### Section 18.3: GI Education Leaves

Any employee returning from military services in the armed forces of the United States who desires to pursue a course of study in accordance with the Federal law granting him/her such opportunity, before or after returning to his/her employment within the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union, in writing, at least once each year, of this continued interest to resume active employment upon completing his course of study. During said leave, seniority shall accrue.

#### Section 18.4: Leaves to Attend Union Conferences and Conventions

Upon advance notice to the Board, leave of absence for a period not to exceed three (3) days will be granted without pay to employees to attend Union conferences and conventions.

## ARTICLE XIX

### LEAVE WITH PAY

#### Section 19.1: Funeral, Jury, Witness

Leaves of absence with pay shall be granted for the following:

- (a) A maximum of three (3) days for death in the immediate family. Immediate family shall be defined as spouse, father, mother, step-father, step-mother, brother, sister, father-in-law, mother-in-law, children, step-children, grandparents or grandchildren. If needed, additional time may be granted at the discretion of the Superintendent.

- (b) One (1) day for the attendance at the funeral services of a brother-in-law or sister-in-law. Extension may be granted by the Superintendent.
- (c) Absence when called for jury service.
- (d) Court appearance as a witness in any case connected with the employee's school employment.
- (e) Any employee who is off work for any approved reason as stated in "c" and "d" above and receiving pay or fee may sign over to the school district any monthly received for the service. The school district, in turn, will then authorize a full day's wages for each full day of service fees received. In no event, shall the employee receive both his/her school pay and the service fee.

## ARTICLE XX

### LEAVES CHARGEABLE AGAINST SICK LEAVE

#### Section 20.1: Family Illness

Absence with pay chargeable against sick leave shall be granted for the following reasons:

- (a) A maximum of five (5) days per year for serious illness in the immediate family. Proof of serious illness shall be furnished, if required by the Board. Minimum time shall be not less than one-half ( $\frac{1}{2}$ ) day.

## ARTICLE XXI

### MATERNITY LEAVE

#### Section 21.1: Maternity Leave

A maternity leave will be granted in accordance with Federal and State regulations. Employees shall return to work at such time as, in the opinion of her doctor, she is adequately able to assume her regular duties. A physician's statement shall be required.

## ARTICLE XXII

### INSURANCE

#### Section 22.1: Custodial Staff and Clerks Presently Receiving Full Paid Medical Insurance

The Board agrees to provide for the custodial staff and clerks, the coverage referred to in Section 22.3. The Board agrees to supply the Union with a full disclosure of the types and amounts of insurance and to furnish the Union with master copies of all policies upon request.

Section 22.2: Employees Not Covered in Section 22.1

Employer Monthly Contribution-Health Insurance

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Drivers.....\$140	Drivers.....\$140	Drivers.....\$140
Aides.....\$165	Aides.....\$165	Aides.....\$165
Clerks.....\$165	Clerks.....\$165	Clerks.....\$165
Cooks.....\$165	Cooks.....\$165	Cooks.....\$165

Custodial/Maintenance & Library Clerk Rate Described Below.

The Board of Education shall provide a monthly health premium contribution, as noted, toward the purchase of health insurance for the heretofore mentioned categories of school employees.

Such additional medical coverage for the categories of employees, as noted, shall be provided by MASB-SET, Ultra-Med-Med Check (Plan "C") or Michigan Employee Benefit Services Inc. - 4 Star Program and shall be capped at 1988 Michigan Employee Benefit Services 4-Star or MASB/SET Ultra Med/Med Check (Plan "C") rates, whichever is lower, for all Steelworkers. Such coverage will become effective on the 1st premium due date or enrollment date available following contract settlement. The amount of the annual rates, as noted, may be applied to 2 person or full family coverage.

Existing 2 & 3 Star, or comparable levels of dental and vision coverage, shall be provided custodial/maintenance and one (1) clerk personnel, with the premium portion capped for such coverage at 1988 rates from one or the other of the two companies previously mentioned in this paragraph, whichever is lower.

Section 22.3: Employees Not Enrolled in Insurance Program

Employees preferring a cash benefit in place of insurance shall receive \$44.00 per month with a full twelve (12) month payment for those working less than a full year.

ARTICLE XXIII

STRIKES AND RESPONSIBILITIES

Section 23.1: No Strike

During the life of this Agreement, neither the Union or any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report to work or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 23.2: Written Notice

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

Section 23.3: Additional Rights

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

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

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

EFFECTIVE JULY 1 OF EACH YEAR

<u>CLASSIFICATION</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Custodial/Maintenance Leader	7.91	8.13	8.39
Custodial/Maintenance (Days)	7.24	7.46	7.72
(Nites)	7.45	7.68	7.95
Custodial/Maintenance Substitutes			
(Days)	6.25	6.47	6.73
(Nites)	6.45	6.67	6.93

Starting Rate for New Custodial/Maintenance Personnel shall be:

- A. 45 work days at substitute employee annual hourly rate
- B. Succeeding 45 work days at additional 50¢ per hour.
- C. 91st succeeding work day at the annual hourly rate for regular custodial/maintenance position

CUSTODIAL/MAINTENANCE LEADER

The employer may hire one (1) person deemed qualified as a Working Custodial/Maintenance Leader. Such employee shall be authorized to spend up to two (2) hours daily of an eight (8) hour custodial/maintenance leader work shift on such duties as required to direct personnel and make such other decisions necessary to effect the efficient operation of all school equipment and facilities. The Custodial/Maintenance Leader shall function as the leader of all custodial/maintenance personnel during the entire eight (8) hour shift, yet carry out a work assignment of custodial/maintenance personnel.

\$50.00 Clothing Allowance shall be provided employees who work outside.

SCHEDULE "B"

WAGE RATES - MINIMUM HOURS - MILES PER ROUTE - CLASSIFICATIONS

AM-PM AND HOURLY RATE FOR BUS DRIVERS

EFFECTIVE JULY 1 OF EACH YEAR

<u>CLASSIFICATION</u>	<u>MIN./HRS PER DAY</u>	<u>MILES PER DAY ROUND TRIP</u>	<u>AM/PM</u>	<u>1988-89 RATE</u>	<u>1989-90 RATE</u>	<u>1990-91 RATE</u>
Kindergarten	2	30-57	N.A.	\$ 7.61	\$ 7.71	\$ 7.86
*One (1) kindergarten driver only until driver leaves route				\$ 8.59	\$ 8.69	\$ 8.84
Short Route	3	4-20	AM/PM	\$ 7.61	\$ 7.71	\$ 7.86
Regular Route	3½	21-30	AM/PM	\$ 7.61	\$ 7.71	\$ 7.86
Long Route	3½	31-40	AM/PM	\$ 7.61	\$ 7.71	\$ 7.86

All Regular Bus Drivers shall have the opportunity to work 180 days or more per school year. Drivers will not be asked to report for work on snow days.

EXTRA TRIP RATES

<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
\$ 6.86	\$ 6.96	\$ 7.11

On overnight trips, sleeping time will not be paid.

SCHEDULE "C"

WAGE RATE AND CLASSIFICATION EFFECTIVE JULY 1ST OF EACH YEAR

FOOD SERVICE & AIDES

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
New/Substitute Work Day Rate			
First 45 Work Days	\$ 5.55	\$ 5.70	\$ 5.90
45/90 Work Day Rate	\$ 5.80	\$ 5.95	\$ 6.15
Regular Food Service Rate	\$ 6.17	\$ 6.32	\$ 6.52
Working Food Service Leader Rate	\$ 6.85	\$ 7.00	\$ 7.20

COOKS AND AIDES CLOTHING ALLOWANCE

All cooks and aides will receive \$50.00 per year to purchase uniforms, as approved by the Board. Said allowance will be paid to the cooks and aides at the end of the first semester. For those cooks and aides who do not complete a school year, the \$50.00 per year will be pro-rated.

WORKING FOOD SERVICE LEADER

The employer may hire one (1) person deemed qualified as a Working Food Service Leader. Such employee shall be authorized to spend up to two (2) hours daily of the regular food service leader work shift on such duties as required to direct personnel and make such other decisions necessary to effect the efficient operation of the food service equipment and facilities. The Food Service Leader shall function as the leader throughout the duration of the shift, yet carry out a work assignment of food service duties comparable to other kitchen employees.



SCHEDULE "D"

WAGE RATE AND CLASSIFICATION EFFECTIVE JULY 1ST OF EACH YEAR

CLERICAL PERSONNEL

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
<u>Cafeteria Clerk</u>			
Substitute and Beginning Rate (1st 45-Working Days)	\$ 5.43	\$ 5.58	\$ 5.78
2nd 45 Working Days	\$ 5.76	\$ 5.91	\$ 6.11
Regular	\$ 6.17	\$ 6.32	\$ 6.52
<u>Library Clerk</u>			
Substitute and Beginning Rate (1st 45-Working Days)	\$ 5.43	\$ 5.58	\$ 5.78
2nd 45-Working Days	\$ 5.76	\$ 5.91	\$ 6.11
Regular	\$ 6.42	\$ 6. <sup>57</sup> <del>47</del>	\$ 6. <sup>77</sup> <del>72</del>

SCHEDULE "E"

PENSIONS

The Board agrees to make all payments as required to the Michigan Public School Employees Retirement Fund for all bargaining unit employees. Said payments shall be 5% of the employees gross pay.

RETIREMENT REQUIREMENTS

Pursuant to the policy of the Michigan School Employees Retirement Fund Board, the compulsory retirement age for employees of the Hale Area Schools shall be seventy (70) years of age.

Any employee who shall reach their seventieth (70th) birthday prior to the starting of school in the fall, shall not be permitted further regular employment.

SCHEDULE "F"

If the State should require that all school districts must make up, day for day, all snow or Act of God days (HB 5238), then those days would be added to the calendar at no cost to the district, provided no bargaining unit employees are called in on those (HB 5238) days or are notified early enough to prevent them traveling the hazardous roads.

JOB DESCRIPTIONS

HALE AREA SCHOOLS

General Guideline for All Job Classifications

The foregoing job descriptions identify most of the primary duties of each classification of work. However, it is expressly understood that the employer may make adjustments to such job descriptions based upon changing adjustments to such job descriptions based upon changing circumstances and conditions.

If, in the event, either party to this Contract feels that it is necessary to provide further rationale other than what is implicit in any job re-classification, they may request a meeting between the parties.

CLASSIFICATION TITLE: CUSTODIAL/MAINTENANCE

PRIMARY FUNCTION:

Custodial/Maintenance employees will sweep, dust and clean the interior of all buildings possessed by the Hale Area Schools. They will clean windows, scrub, wax and strip floors. They will care for and keep in good repair all furniture, fixtures, mechanical equipment and grounds. They will also be responsible for the maintenance and repair of all buildings, grounds and support equipment, within their capability. Examples of such responsibility would be furnace repair, plumbing and electrical repairs, structural repairs of a minor nature.

TOOLS AND EQUIPMENT:

Brooms, mops, buffers, basic hand tools, powered tools, tractors, trucks and related equipment.

MATERIALS:

SOURCE OF SUPERVISION:

Custodial/Maintenance Leader

DIRECTION EXERCISED:

WORKING PROCEDURE:

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION

CLASSIFICATION TITLE: BUS DRIVERS

PRIMARY FUNCTION:

Bus driver employees will drive his/her bus on regular runs and on special runs, whenever possible.

TOOLS AND EQUIPMENT:

MATERIALS:

SOURCE OF SUPERVISION:

Director of Transportation

DIRECTION EXERCISED:

WORKING PROCEDURE:

Driver to safety check his bus daily. To check gas supply, water, oil, tires and lights. To report to mechanic any necessary repairs the bus may require. To maintain discipline of passengers on the bus, in accordance with the bus rules and regulations instituted for the students. The starting time for each run will be set by the bus supervisor.

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION

CLASSIFICATION TITLE: COOKS

PRIMARY FUNCTION:

Cooks will help prepare meals, bake, distribute food, clean and take care of dishes, pots, pans, etc., clean equipment, clean area, check inventory, work in stockroom when needed, do laundry, supervise helpers in kitchens and other duties as assigned by the head cook.

TOOLS AND EQUIPMENT:

MATERIALS:

SOURCE OF SUPERVISION:

Food Service Leader

DIRECTION EXERCISED:

WORKING PROCEDURE:

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

## JOB DESCRIPTION

CLASSIFICATION TITLE: PARA-PROFESSIONAL

### PRIMARY FUNCTION:

Aides will help monitor and care for elementary students, especially during lunch and recess. They are expected to report concerns and disciplinary problems to the appropriate personnel. Aides will serve as crossing guards before and after school. Knowledge of basic first-aid is requisite. Aides are expected to perform general office functions such as typing, word processing, filing and clerical duties. Receptionist skills are also necessary, in addition to bookkeeping and record keeping. Aides are expected to operate the Xerox duplicating machine, the school computers and other office equipment. Aides will keep an inventory of textbooks, audio visual equipment and other school materials. Aides will help with school events, newsletters, mailings, project and order supplies. They are expected to work with teachers within the classroom, helping with students, grading papers or developing materials. Confidentiality of all student information must be maintained.

### TOOLS AND EQUIPMENT:

Typewriters, computers, Xerox, telephone, binding machines, audio visual equipment, office supplies, first-aid and playground equipment.

### MATERIALS:

As needed to perform job.

### SOURCE OF SUPERVISION:

Building Principal

### WORKING PROCEDURE:

Aides are to follow a daily schedule which is determined each September. The Building Principal will determine whether changes in this schedule are to be made. Annual training to be a crossing guard is required.

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

ARTICLE XXIV

TERMINATION

Section 24.1: Termination

The terms and conditions of this Agreement shall continue in effect until 12:01 a.m., July 1, 1991, unless either party shall give a written notice to the other at least sixty (60) days prior to July 1, 1991 of its desire to modify, amend or terminate this Agreement and same shall automatically be renewed under the same terms and conditions for a period of one (1) year and so on from year to year.

Section 24.2: Notice

Any notice to be given under this Agreement shall be given by certified mail and, if by the Board, shall be addressed to the United Steelworkers of America, 503 N. Euclid Avenue, Suite #10, Bay City, Michigan, 48706; and, if the the Union, to the Board of Education at Hale, Michigan. Either party may, by like written notice, change the address to which certified mail notices to it, shall be given.

Re-Opener Clause:

Should circumstances develop that cause conditions agreed upon in to be significantly influenced, discussion may be held between the parties for the purpose of considering re-opening this contract. However, it is expressly understood that re-negotiation of any condition contained herein will not take place without the consent of both parties.

Section 24.3: Signatures

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

HALE AREA SCHOOLS-BOARD OF EDUCATION  
HALE, MICHIGAN

UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Vice-President

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Secretary

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Secretary

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Treasurer

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
District Director

\_\_\_\_\_  
Staff Representative

LOCAL UNION #7935  
\_\_\_\_\_  
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4/3/89

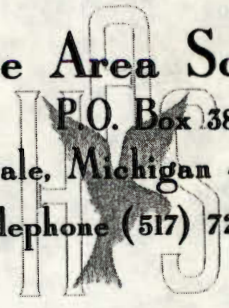
*John*  
*Sent:*  
*B. Malinski*

# Hale Area Schools

P.O. Box 38

Hale, Michigan 48739

Telephone (517) 728-7661



## UNITED STEELWORKERS REOPENER CLAUSE

Should circumstances develop that cause conditions agreed upon in this contract to be significantly influenced, discussion may be held between the parties for the purpose of considering reopening this contract. However, it is expressly understood that renegotiation of any condition contained herein will not take place without the consent of both parties.