

RELATIONS LIBRARY

Michigan State University

This Agreement made and entered into this 14th day of January, 1975

by and between Holton Public Schools hereinafter referred to as the "Employer" and Service Employees International Union, Local 586, hereinafter referred to as the "Union".

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees and the Union. Recognizing that the best interest of the students and the community are best served by capable and dilligent bus drivers and service employees, the Employer and the Union agree to abide by the terms hrein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION:

Section 1.

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 for all bus drivers, custodial-maintenance personnel, kitchen help, clerical employees, library clerks, the school nurse, excluding Supervisory and all other employees.

Section 2.

The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality, or political beliefs, nor the union or its agents or its members discriminate against any employee because of his exercising those rights guaranteed by State or Federal Law.

Holton Public Schools

Holton Public Schools  
Box 158  
Holton, Mich. 49425

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ARTICLE II - UNION SECURITY:

Section 1.

All employees hired prior to July 1, 1974 shall, as a condition of employment, become and remain members in good standing in the Union, or so long as they remain non-members of the Union, pay each month, a service fee in an amount equal to dues uniformly required of the members of the Union to an I.R.S. recognized charity of the individual employee's choice and shall each month furnish the Union with evidence of such payment. Employees hired after July 1, 1974, shall, commencing with the first full month of employment, following the completion of probationary period, become and remain members in good standing in the Union, or so long as they remain non-members of the Union, pay to the Union each month a service fee in an amount equal to dues uniformly required of members of the Union.

- a. For the purpose of this Agreement, the term dues shall mean all monthly dues and assessments.
- b. The Employer shall submit a check-off form furnished by the Union, conforming with the terms of this section to new employees at time of hiring.
- c. This Union Security Clause is conditioned only by this Agreement and Current State Labor Laws and legal interpretations thereof.

Section 2.

Employees, on forms provided by the Union, may direct the Employer to deduct from their wages the amount of their union dues each month. The Employer agrees to comply with such written authorization from the employee and deliver such deduction to the designated union official by U.S. mail service within five (5) days of the first payroll period of each month, with a complete dues check off list.

Section 3.

The written authorization of the employee for the deduction of dues shall remain in full force and effect until revoked by him by written notice signed by the employee and received by the Employer, and the Union not more than sixty (60) days and not less than fifty (50) days before any anniversary or termination date of this Agreement.

ARTICLE III - REPRESENTATION:

All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiations by stewards and a bargaining committee to be chosen by the Union membership.

- a. Nothing herein contained shall abridge the right of the individual to process his own grievance upon notification of the employer and the Union of his intent. The Union may have a representative present at all discussions of the grievance, and any adjustments that may result therefrom shall not be inconsistent with the terms of this agreement.
- b. The maximum number of employees who shall be paid by the employer while conducting negotiations, processing a specified grievance shall be limited to five (5); compensation shall be at the employees regular straight time rate of pay and shall cease at the end of the employees regular working scheduled hours of any day of an assigned shift, at a mutually agreed upon time.

ARTICLE IV - JOB STATUS AND FUNCTION OF UNION OFFICERS:

Committeemen, stewards, and/or alternates shall be governed by department rules, regarding employees entering or leaving the department. However, members of the committee, or Local officials may leave the department on Union business when the department or Union business arrangements are made as far in advance as possible with the Employer, by the President of the Local Union, chairman of the Unit or International Representative.

- a. The names of committeemen, stewards, or alternates in each department shall be given in writing to the employer. No committeemen, steward, or alternate shall function as such until the employer has been advised of his selection, in writing by the Unit Secretary. Any changes in committeemen, stewards, or alternates will be reported to the employer as far in advance as possible.
- b. Any committeemen, steward or alternate or other officers of the Local Union employed by the employer, having an individual grievance, in connection with his own work may ask for a member of the bargaining committee to assist him in adjusting the grievance in a manner provided for in the grievance procedure.
- c. Executive officers of the International, and/or Local Union and/or their representative, duly authorized to represent the Union will be permitted to participate in any negotiations or grievance relative to hours, wages, and working conditions, providing that when they are to be on the Holton Public School grounds that the Superintendent is notified and it does not stop or delay normal operations, and informs the Superintendent of whom he wishes to see and for what purpose. Employees shall be paid for such time as provided in Article III sub. b.

ARTICLE V - GRIEVANCE PROCEDURE:

Step 1. Within fifteen (15) working days after the date of an alleged occurrence of a grievance, the aggrieved employee will take the matter up with his immediate supervisor. The employee may request the presence of the steward or committeemen, the Supervisor shall send for such steward without undo delay and without further discussion. The Supervisor shall give an oral answer to the employee within the following three (3) working days.

Step 2. If the matter is not settled at Step 1, the employee may submit within the three (3) work days following the oral answer, a written and signed "Statement of Grievance", shall name the employee involved, shall state the fact giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by reference, shall state the contention of the employees and of the Union with respect to these provisions and indicate the relief requested. Within three (3) working days following next after the personal receipt of the "Statement of Grievance", the Supervisor shall submit a written answer to the employee and the Union upon the grievance or attached thereto. If the matter is settled at Step 2, the employee shall sign the grievance stating that result.

Step 3. If the matter is not settled at Step 2, the bargaining committee may appeal the matter within three (3) working days following the receipt of the written disposition of the immediate Supervisor to the Superintendent of Schools. The Superintendent of Schools shall answer such appeal in writing within three (3) working days of submission of the bargaining committee. If the matter is settled at step 3, the Union shall sign stating that result.

Step 4. In the event the answer at step 3 is not satisfactory and the Union wishes to pursue the matter, it shall within three (3) working days of the answer by the Superintendent, request a meeting of the Union committee and a committee of the Board. The meeting shall be held for the purpose of attempting to settle the matter in dispute. The meeting shall be held within five (5) working days of notification, and the answer shall be within five (5) working days of such meeting.

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Step 5. If the grievance is not resolved by any of the above steps, the Union may within ten (10) working days after receipt of the written answer from the Superintendent of Schools, give notice of its intent to submit the grievance to arbitration. In the event the employer and the Union cannot agree on the choice of an arbitrator within fourteen (14) calendar days after the Union has notified the employer of its intent to arbitrate, the Union may elect to submit the grievance to the American Arbitration Assoc. to be handled under its regulations, or to the Michigan Employment Relations Commission requesting a panel of arbitrators, such panel to be limited to five (5) names; upon receipt of the panel of arbitrators, the employer and the Union shall each delete in turn until only one name remains, the remaining name shall be the arbitrator. The arbitrator may determine the effective date for disposition of a grievance, such disposition shall be rendered within thirty (30) days of conclusion of the hearing and shall have full authority to alter or change discipline or discharge penalties imposed by management. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this agreement, and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the arbitrator and cost of the place of hearing as is selected for the hearing by mutual agreement of the parties (such place of hearing shall be within a thirty (30) mile radius of Holton, Mich) will be equally divided between the employer and the Union. The parties shall bear individually the cost of presenting their respective cases in arbitration.

TIME LIMITS:

Time limits may be extended by mutual agreement between management and the Union in writing; then the new date shall prevail.

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1. Any grievance not answered within the time limits by the employer shall be deemed settled on the basis of the Union's original demand.
  2. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last offer.

ARTICLE VI - SENIORITY:

Section 1.

All new employees shall be probationary employees until they have been employed for forty five (45) working days. Upon completion of such probationary period, seniority shall be retroactive to date of hire; and the employee shall be considered permanently appointed and placed on the seniority list for the purpose of this collective bargaining agreement. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period; however, the employee and the Union shall be given written notice of discharge stating cause of such discharge. Discharges of probationary employees shall not be subject to the grievance procedure.

Section 2.

Seniority shall be accrued in the following areas and in the following manner:

1. Unit wide seniority shall be defined as the length of uninterrupted employment with the employer, within the bargaining unit, commencing with the latest date of hire.
2. Classification seniority shall be defined as the amount of accumulated service within a classification. Unit-wide seniority shall be for the sole purpose of bidding on positions open in other classifications.

Section 3.

All unit officers, bargaining committeemen, and stewards shall have, by virtue of their union office, top seniority within the unit and respective classifications for the purpose of lay-offs and re-calls.

Section 4.

Upon the execution of this Agreement, an up-to-date seniority list shall

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be prepared by the employer and presented to the Unit President within ten (10) days after the execution. A revised seniority list is to be provided the Unit President whenever changes in employees make it necessary, with each employee's name, classification, and seniority dates. In compliance with this provision, it will be deemed to have been accomplished when the Employer gives the Unit President three (3) copies of the seniority list, and up-to-date as required.

ARTICLE VII - LAYOFF AND RECALLS:

Section 1.

When it becomes necessary to lay off employees due to a lack of work, or to reduce the size of the work force, part-time and probationary employees shall be laid off first, and then those employees with the least seniority within the classification shall be laid off.

1. Lay-off and re-calls will be based upon seniority within the classification; secondly, within the unit.

Section 2.

Re-call will be the laid off employees with the greatest seniority within the classification, and further that part-time and probationary employees shall be the last to be re-called.

Section 3.

There shall be no new employees hired in a classification until all laid off employees in that specific classification have been re-called.

Section 4.

The employer will not replace any employee in a classification in which they are not classified if another employee is laid off therefrom.

ARTICLE VIII - VACANCIES AND JOB OPENINGS:

Section 1.

All new jobs and job openings shall be posted on a bulletin board for ten (10) consecutive working days. A copy shall be given the Unit President on the date of posting. Employees on vacation will be notified of such posting.



Section 2.

All such vacancies shall be filled and promotions made from within the classification in which they occur based upon seniority and qualifications. If the vacancy is not filled within the classification, then any employee within the unit shall be eligible to bid. The most senior qualified employee applying for such position shall be given the opportunity to fill said position. For the purpose of this agreement, the term qualification shall mean the minimum qualification required for such position.

ARTICLE IX - JOB TRANSFERS AND PROMOTIONS:

Section 1.

Any employee filling a vacancy by transfer or promotions may be given up to thirty (30) working days to prove his ability. If unable to qualify, he shall be returned to his former position without loss of seniority or bias at that position's pay rate.

Section 2.

When an employee is permanently assigned to a job carrying a lower rate than the job from which he was transferred, he shall receive the starting rate for such position until his qualifying time is completed."

Section 3.

Those employees who are promoted to a job carrying a higher rate shall not suffer a cut in pay because of such promotion and upon completion of his qualifying period be increased to the rate of pay provided for in his new classification.

Section 4.

Any employee may refuse permanent transfer or promotion without loss of seniority. For the purpose of this Agreement, "permanent transfer" shall mean any transfer in excess of thirty (30) calendar days except during summer vacation.

Section 5.

Any employee who is a successful bidder for transfer or promotion shall not be eligible to bid on any job for six (6) months from the date of his successful bid.

Section 6.

Bus driving assignments during the summer school period shall be allocated by seniority.

ARTICLE X - WORKING HOURS AND SCHEDULES:

Section 1.

The standard work week shall consist of five (5) consecutive days, Monday through Friday, both days inclusive except upon mutually agreed upon change. The normal work day for full-time employees shall consist of eight (8) hours, and the normal work week shall consist of forty (40) hours.

Section 2.

All regular starting and quitting time shall be maintained as has been the past practice and shall not be changed to avoid payment of overtime. A twenty four (24) hour prior notice shall be given the effected employee to all shift changes.

ARTICLE XI - OVERTIME AND HOLIDAY PAY:

Section 1.

Time and one half (1½) shall be paid for all hours worked in excess of forty (40) hours in any one week. Paid leaves will be counted as time worked when computing overtime.

Section 2.

Double time shall be paid for time worked during the first eight (8) hours worked in any shift that starts on Sunday and such Holidays as are determined by virtue of this agreement, for time worked on Sunday or Holidays in excess of the first eight (8) hours worked on any shift that starts on

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Sunday or one of the enumerated Holidays, and for time worked on a Sunday or Holiday in excess of eight (8) hours worked on a shift that starts the previous day and runs over into Sunday or one of the Holidays.

Section 3.

Holiday pay shall be at the regular hourly rate for the amount of hours an employee would have normally worked, in addition to the applicable rate for all hours worked on such Holiday. To be eligible for Holiday pay, an employee must have worked his or her last scheduled day prior to the Holiday and his or her first scheduled day following the Holiday.

Section 4.

If in any work week, as a result of a shift change, an employee is permitted to or required by the Employer to work and is not permitted or required by the Employer to work the number of hours in the then established weekly working schedule of his new shift, he will be reimbursed for the time lost as a result of such shift change.

Section 5.

A roster of all employees who desire overtime, extra hours or special runs will be equalized within the classification among those employees as their names appear on such roster. The employees with the least amount of overtime, extra hours, or hours on special runs shall be charged on the roster in black with all hours worked. Any employee on such roster who refuses such overtime, extra hours or special runs shall be charged with all hours he or she could have worked in red. If all employees on such list and all subs have refused, the least senior employee within the classification will be required to take the overtime or special runs.

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ARTICLE XII - LUNCH PERIODS AND COFFEE BREAKS:

Section 1.

All employees will be accorded two (2) paid coffee breaks of fifteen (15) minutes each on a scheduled shift. Provided that the right to reasonable temporary relief shall not be eliminated.

Section 2.

All employees presently being paid for lunch shall continue to be paid. All other employees shall have one half ( $\frac{1}{2}$ ) hour unpaid lunch. When an employee is required to work during an unpaid lunch period, he shall be compensated time and one half ( $1\frac{1}{2}$ ) rate for the half hour.

ARTICLE XIII - CALL IN TIME:

Section 1.

Any employee reporting for work at his or her normal starting time when no work is available shall receive a minimum of four (4) hours pay at the regular straight time rate unless such employees are notified at least one (1) hour prior to his or her starting time excepting bus drivers.

Section 2.

Any employee called out to work for any hours outside their normal working hours shall be paid a minimum of two (2) hours pay at their regular rate.

Section 3.

All kitchen personnel working outside their normal working hours but less than eight (8) hours per day or forty (40) hours per week shall receive fifty (50¢) cents per hour in addition to their regular hourly rate for all such hours worked.

ARTICLE XIV - HOLIDAYS:

Section 1.

The following days shall be recognized as paid Holidays:

- One half day New Year's Eve
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- One half day Christmas Eve
- Christmas Day

Section 2.

The above Holidays shall apply to all employees, except clerical, covered by this Agreement. Clerical personnel shall receive pay for every day of the school year including Holidays and in addition will receive two times their regular hourly rate for all hours performed on such Holiday. If any of the above specified Holidays occur on a Saturday or Sunday, employees will work their normal Monday through Friday shift and receive six (6) days pay. (For the purpose of this section, the term school year shall mean the time when an employee is first instructed by the employer to return to work until he or she is terminated at the end of the school year.)

ARTICLE XV - VACATIONS:

Section 1.

All full year employees who have completed one (1) year or more of continuous employment with the employer since their last hiring date (anniversary to anniversary) shall receive two (2) weeks vacation after one (1) year; and three (3) weeks vacation after ten (10) years. There shall be no loss of pay for the above vacation periods. Employees shall be required to submit to the employer a written request indicating their proposed vacation. If there are two (2) or more employees who request the same vacation time off and both or all cannot be spared at such times, preference will be given to the employee with the greatest seniority providing such requests are made prior to May 21st in any calendar year.

The employer must answer all employees requests in writing for vacation leave within five (5) calendar days after receipt of such request.

Section 2.

If an employee is denied his scheduled vacation period, he shall be paid in addition to his salary earned by working during that period, his vacation pay or such vacation shall be scheduled at another time, at the employee's option.

Section 3.

All eligible employees shall have the right, upon request to the employer during the pay period immediately preceding his scheduled vacation, to receive his vacation pay prior to taking such vacation.

Section 4.

All employees shall receive earned vacation pro-rated pay to date upon termination.

Section 5.

Any employee whose sick leave bank has been exhausted shall be granted earned vacation days, upon request to the employer, to be utilized as paid sick leave.

ARTICLE XVI - SICK LEAVE:

Section 1.

Sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment. Within a minimum of ten (10) days accumulation per year accruing to a maximum of ninety (90) days accumulation.

Section 2.

In the event an employee is off on sick leave during his first year of employment and thereafter, and has used his accumulated sick leave and vacation, he shall be granted five (5) days anticipated sick leave upon request, in which case the five (5) days will be deducted from future accumulation.

Section 3.

Sick leave will be taken only for the following reasons and will be compensated for under the following conditions: for a service connected disability other than that for which the employee receives Workmen's Compensation Insurance Benefits for lost time; an illness an employee may contract preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty; any injury or illness in his immediate family which requires his presence away from work, for the purpose of this agreement the immediate family shall consist of father, mother, brother, sister, spouse, child, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. Excluding any non-duty disability an employee may sustain while being temporarily in the employ of another during his time off, or such injury that may be sustained in conjunction with his conviction or the violation of an ordinance or law. Sick leave shall also be taken for medical and dental appointment scheduled by the employee and verified to the employer one (1) week in advance, such absence shall be deducted from sick leave on an hourly basis.

Section 4.

Sick leave will be applied to lost time and deducted for service connected disability other than that for which the employee receives Workmen's Compensation Insurance Benefits for lost time, only upon receipt of a statement signed by his physician (unless the employer requests a designated physician), to the effect that the injured employee is unable to perform his regular duties or such temporary tasks available in the frame work of the employer's business function, in which event said employees earned sick leave shall be used at the rate of one (1) sick leave day for each day of such service connected disability until such leave has been exhausted. An employee's absence from duty due to a service connected disability for which he is receiving Workmen's Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the benefits of the Workmen's Compensation received by him for such service connected disability and his normal wage or salary; in which event said employees earned sick leave shall be used at the actual rate until such sick leave has been exhausted.

Section 5.

A medical certificate may be required in the absence of reasonable evidence of an employee's illness or injury. That prevented his attendance at work for a period in excess of three (3) days before compensation will be allowed.

Section 6.

Sick leave shall be accumulated from date of hire and accruals shall be retained by an employee in each of the following cases: an employee who transfers from one (1) classification to another; a classified employee who is re-called from a layoff.

Section 7.

In the event sick leave accumulation and anticipated sick leave is exhausted during the term of an illness, the employer shall grant, upon application of the employee, an unpaid sick leave up to one (1) year. Such leave shall be extended by mutual agreement.

ARTICLE XVII - BEREAVEMENT LEAVE:Section 1.

In the event there is a death in the immediate family, such employee shall be allowed up to five (5) days bereavement with pay, providing he attends the funeral service.

ARTICLE XVIII - MILITARY LEAVES:

The right to re-employment and the continuous rights are guaranteed for any employee now or hereinafter upon the seniority list, and who are, now or hereinafter a member of the Armed Forces, of the United States, State of Michigan.

a. Such leave of absence shall be granted employees in the classified service for service in defense of the country or who are members of the National Guard, or of the reserve corps or forces of the Federal, Military, Naval, Marine, or Coast Guard Service as authorized by said Veterans Preference Act with respect to status and re-employment.



b. Whenever employees who are members of the National Guard, Army Reserve, Naval Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without pay, unless they elect to take their vacation, for such times as they are engaged in active duty defense training. Such leave not to exceed two (2) calendar weeks (ten work days).

c. Employees who have been in the Armed Service of the United States, under military leave from the employer shall upon reinstatement to re-employment, be given credit for time spent in the Armed Services, the same as though time spent in the Armed Services had been spent in the employment of the employer, providing that such employee has received an honorable separation from the Armed Services.

ARTICLE XIX - MATERNITY LEAVES:

Employees shall be allowed to take a maternity leave of absence from their employment upon notification from an attending physician, not to exceed one (1) year. Such employee must apply for reinstatement to active-employment within five (5) working days after being released by the attending physician and shall be recalled to work to her former position within five (5) working days from such application providing her former position still exists. Employees on such leave shall accrue seniority during the period she is absent from work on Maternity Leave of Absence. Vacancies caused under the provisions of this section shall not be posted for bidding. The employee filling such vacancy shall be returned to work at the same pay step. Any employee filling such leaves of absence positions shall enjoy the employment rights for the duration of the leave of absence.

ARTICLE XX - UNPAID LEAVES OF ABSENCE:

Section 1.

Employees elected or appointed to Local 586 Union office shall be eligible for unpaid leaves of absence during tenure in office. Seniority of the employee shall not accumulate during leaves of absence under the above conditions. Such leave not to exceed two years.

Section 2.

An unpaid leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days, upon application of the employee to and approved by the Board of Education. Such leaves of absence shall not be renewed and seniority shall accumulate during such leave.

ARTICLE XXI - JURY DUTY:

The employee who is called for jury duty or to give testimony before any legal judicial or administrative tribunal, and providing that it will not apply to any cause in which the employee is the party to, the action shall be compensated for the difference between their normal salary and that which they receive for performance of such duty. Less reimbursed expenses and travel allowance.

ARTICLE XXII - MAINTENANCE OF STANDARDS:

Section 1.

All hours, wages, and working conditions not abridged or modified by this agreement shall remain in full force and effect.

ARTICLE XXIII - NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK:

Section 1.

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in an expediency arising out of an unforeseen circumstance which calls for immediate action. In the instruction or training of employees demonstrating the proper method to accomplish a task assigned.

ARTICLE XXIV - SUB-CONTRACTING:Section 1.

Nothing herein contained shall preclude the employer from contracting, sub-contracting that work which in its opinion it does not have the manpower, equipment or facilities to perform or which in its judgement it cannot economically and/or practically perform with the existing work force. Providing that no bargaining unit employee shall suffer loss of regular pay or normal overtime as a direct result of work being performed by an outside contractor.

ARTICLE XXV - SAFETY AND HEALTH:Section 1.

Provisions shall be made for physical examinations for those requiring one. Those persons who do not appear at the scheduled time will be financially responsible for getting their own physical examination. Physicals required by the Board for work performance shall be paid for by the Board.

Section 2.

Employees must report all injuries sustained during working hours to his immediate supervisor.

Section 3.

All employees shall observe all reasonable safety rules which are established by the employer and shall use such safety equipment as required by the employer.

ARTICLE XXVI - BULLETIN BOARDS:Section 1.

The Employer agrees to provide sufficient bulletin board space in the buildings as are needed to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations & elections.

ARTICLE XXVII - MILEAGE:

When an employee is required by his supervisor to use his own automobile for the employer's business, he will be paid a minimum of \$1.00 or 13¢ per mile whichever is greater.

ARTICLE XXVIII - MANAGEMENT RIGHTS:

The exercise of the Board of Education powers, rights, authority, duties, and responsibilities, 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 specific and expressed terms of this agreement and then only by the specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XXIV - GENERAL:Section 1.

It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his job responsibility. Such license must be kept valid and up to date to qualify for continued employment. The employer shall reimburse bus drivers one third (1/3) the cost of a chauffeur's license at the end of each school year.

Section 2.

The employer shall provide all custodians with two (2) uniforms at the beginning of each school year.

Section 3.

On any day that school is not in session because of inclement weather, no employee shall suffer loss of pay. Such pay to be paid in pay period in which it occurs. All employees will report to work when roads are open upon request by the employer.

Section 4.

There shall be a fifteen cent (15¢) per hour premium for all employees working the third shift.

Section 5.

Custodial Maintenance men shall be on duty on all activities when rental fee is charged.

Section 6.

In the event of inclement road conditions, drivers must be notified at least one (1) hour prior to the normal starting time of any school closing. The responsibility of determining road or route conditions to be safe or unsafe shall rest with the individual driver. The employer shall supply each driver with a phone number that can be reached in case of emergency.

Section 7.

The employer shall provide all maintenance men with all required hand tools.

Section 8.

Kitchen personnel shall not be required to transport food from one building to another except in power driven vehicles.

Section 9.

Driving rate for bus drivers shall be paid in the following situations:

1. Gasing buses and preventive maintenance as required by law.
2. Cleaning interior of buses.
3. Making maps, providing time be set aside for map making.
4. Drivers shall receive the pay the district is reimbursed for attending required state drivers' schools.

Section 10.

For the purpose of this agreement, the term layover time shall mean all non-driving time on special trips only. There shall be a minimum of two (2) hours driving time on all special trips.

ARTICLE XXX - DISCIPLINARY PROCEDURE:

Disciplinary procedure shall be administered by the Employer. Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Misconduct to which disciplinary procedure shall apply is divided in three groups:

Group 1 - Minor Offenses

Group 2 - Intermediate Offenses

Group 3 - Major Offenses

OFFENSES FALLING INTO GROUP 1 SHALL INCLUDE:

Tardiness at commencement of work or after lunch in excess of two instances in one (1) month without sufficient reason.

Willful disobedience of a reasonable and safe request.

Failure to notify the Employer when absent.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE:

First offense within a year - written warning.

Second offense within a year - one work day suspension without pay.

Third offense within a year - five work day suspension without pay.

Fourth offense within a year - discharge.

OFFENSES FALLING INTO GROUP 2 SHALL INCLUDE:

Intentional unprofessional conduct.

Possession of or on person of alcoholic beverages or illegal controlled substance in the building.

Reporting sick and accepting sick leave falsely.

Reporting to work while under the influence of alcoholic intoxicants or non-prescribed or illegal drugs.

Willful violation of safety rules or common safety practice.

DISCIPLINARY PROCEDURE FOR THIS GROUP SHALL BE:

First offense within a year - three work days suspension without pay.

Second offense within a year - five work days suspension without pay.

Third offense within a year - discharge.

OFFENSES FALLING INTO GROUP 3 SHALL INCLUDE:

Intentional destruction of school property.

Misuse or removal from the premises of school property without proper authorization.

Intentionally falsifying any time keeping record.

Consumption of alcoholic beverage during working hours.

Use of non-prescribed controlled substances during working hours.

Gross insubordination.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE:

Discharge.

Any offenses in Group 2 may be construed to be in Group 1.

Any offenses in Group 3 may be construed to be in Group 2 or Group 1.

AUTOMATIC RESIGNATION:

Any person not reporting for work and not notifying the school shall be deemed to have resigned after three (3) consecutive work days unless there are extreme mitigating circumstances.

ARTICLE XXXI - INSURANCE:

The Board shall provide the same benefit level for Health and Life Insurance and premium payment as provided for school teachers for all eligible employees and/or all employees presently receiving such benefits who are covered by this agreement.

ARTICLE XXXII - WAGES:

Custodial - Maintenance	Fifty cents (50¢) per hour for all employees over present rate.
School Nurse	Salary \$7,335.00 yearly.
Cooks	Fifty cents (50¢) an hour for all employees over present rate.
Head cook	Fifty cents (50¢) an hour above top rate for cooks
Library Clerk	Fifty cents (50¢) an hour increase above present rate
Secretaries	Fifty cents (50¢) an hour increase above present rate
Bookkeeper	Fifty cents (50¢) an hour increase above present rate
Bus Drivers	\$3.90 per run and per hour on special runs and \$2.00 per hour layover time. \$4.47 per kindergarten run
Two new secretaries	Will receive twenty five cents (25¢) per hour increase upon completion of probationary period.
Custodians on Federal Program	Shall remain the same for the length of this contract
Custodial Lead Man	Shall receive twenty five cents (25¢) an hour above top rate for custodian. Present Lead Man's salary shall remain the same as it is until the end of this contract.

ARTICLE XXXIII - SEPARABILITY:

In the event that any of the provisions of this agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provisions hereof.



a. It is further provided that in the event any provisions are so invalidated, this contract shall be re-opened for the express purpose of re-negotiating such invalidated or unenforceable provisions.

ARTICLE XXXIV - DURATION:

This Agreement shall be in effect from July 1, 1974 to 12:01 a.m. on July 1, 1975 and from year to calendar year thereafter subject to sixty (60) calendar days notice in writing by either party prior to the expiration date of this agreement of a desire to amend or modify this agreement. All provisions not specifically amended or modified through subsequent written agreement shall remain in full force and effect.

a. In the event of a failure of the parties to reach an agreement upon such amendments or modification through any agreement subsequent to 12:01 a.m., July 1, 1975, this written agreement shall be subject to termination upon seven (7) days prior notice by either party.

There shall be no duplication of benefits as a result of this agreement.

In witness thereof, the parties hereto have caused this Agreement to be executed:

LOCAL 586

HOLTON SCHOOL DISTRICT

Neil DeRachey  
James E. Maron  
Ronald Mc Castle  
Evelyn Yeomans  
Agrot Mc Castle  
Donna Derby

Emily Hepler  
Charmie R. Patebski  
Gladys Bayne  
Glen R. Key  
Bernard Koppke  
Charles C. Cramlett