

6-30-75

Huron Valley



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Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

MASTER AGREEMENT

between

HURON VALLEY PUBLIC SCHOOLS

BOARD OF EDUCATION

and

CUSTODIAL-MAINTENANCE, TRANSPORTATION AND CAFETERIA EMPLOYEES

HURON VALLEY CHAPTER LOCAL UNION 202

and

COUNCIL # 23

of the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES



A G R E E M E N T

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between HURON VALLEY SCHOOL DISTRICT, hereinafter referred to as the Employer, and HURON VALLEY SCHOOLS EMPLOYEE CHAPTER OF THE LOCAL UNION NO. 202 affiliated with COUNCIL NO. 23 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union. The term Employer shall also mean such agents and supervisory personnel as shall be directed by the Board of Education to act on its behalf.

Note: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are primarily for reference.

PURPOSE AND INTENT: The purpose and intent 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 covered by this Agreement. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employers and the Employees success in establishing adequate and reliable service to the community.

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

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ARTICLE I

RECOGNITION: EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Public Employees Relations Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and 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. The Bargaining Unit includes all custodial/maintenance employees including custodians I, custodians II, grounds and utility employees, maintenance mechanics and maintenance mechanics helper, mailman, warehouseman, painters, all transportation employees, including bus drivers, vehicle mechanics, vehicle mechanics helpers, all cafeteria employees, including cooks, head cooks, bakers, cashiers, and managers, but excluding all foremen, supervisors of cafeteria, transportation, and building and grounds, and all other supervisors as defined in Act 379. Further, the Bargaining Unit shall exclude all temporary employees. A temporary employee shall be defined as a substitute employee or an employee who replaces a permanent employee on a leave of absence.



ARTICLE II

AID TO OTHER UNIONS

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

ARTICLE III

UNION SECURITY

Union Security. To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this contract.
- B. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service charge equivalent to the monthly dues on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.
- C. Employees hired, except probationary, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a service charge equal to the monthly dues on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- D. The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with the provisions of this Article.

Pursuant to the decision of the Michigan Supreme Court on November 29, 1972, the parties recognize that agency shop provisions are invalid and of no force and effect. The parties further agree, however, that the Union security provisions set forth above will be exercised to the extent allowable as determined by the Michigan Supreme Court and/or the State Legislature.



ARTICLE IV

UNION DUES AND CHECK-OFF

- A. Employees may pay membership dues directly to the Union
- B. The Employer agrees to make monthly collection of Union dues and initiation fees (not including fines or assessments) for any employee submitting a signed payroll deduction authorization (in the form set forth in Appendix "C" ) to the Employer and to pay over to the Union the total amount thus deducted for all such employees.

If for any reason services are withheld by a work stoppage or boycott, termination of dues collection will immediately take effect and remain in effect until services are restored.

- C. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted once each month, beginning with the next month.
- D. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as practicable after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made.

- E. Termination of Check-Off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of a bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place. Any employee may voluntarily cancel or revoke his authorization for check-off deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration date of this Agreement.
- F. Limit of Employer's Liability. The Employer shall not be liable to the Union on account of any dues deducted and remitted to the Union or for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. Further, the Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.
- G. List of Members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes. The Employer will furnish the Union a list of all newly hired employees and their effective date of hire.

ARTICLE V

STEWARDS AND ALTERNATE STEWARDS

- A. In each representational area, (cafeteria, custodial-maintenance, transportation), except that the custodial area shall have an additional alternate steward, the employees shall be represented by a Steward and an Alternate, who shall be regular seniority employees working in that area. In the absence of the Steward, the Alternate will represent the employees.
- B. The Union shall notify the Employer, in writing, as to who the designated Stewards and Alternate Stewards are as soon as possible after their election or temporary appointments.
- C. The Stewards or Alternates during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having notified the appropriate Supervisor. The appropriate Supervisor shall grant such permission as soon as possible, but in any event not later than the next regularly scheduled working day, and provide sufficient time to the Stewards to leave their work for these purposes. It is understood by the parties that the investigation of grievances should be carried on outside working hours whenever possible. In the event the Steward uses working time for the investigations, he shall do it as expeditiously as possible. The privilege of Stewards leaving their work during working time without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.



ARTICLE VI

SPECIAL CONFERENCES

- A. There shall be established under this Article a closed forum, hereinafter called "special conferences", for the purpose of improving Employer-Employee relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is not to be considered as negotiations.
- B. Special conferences will be arranged between the Local Union President and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall be between three or four representatives of the Employer and two or three representatives of the Union (a Council representative and/or a representative of the International Union may be present at such conference.). Arrangements for the conference shall be made in advance; and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conference takes place during an employee's working hours, he shall not lose time or pay for reasonable time spent in such special conference.
- C. The Union representatives may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance is defined to be a complaint by an employee or the Union, based upon an event or condition which is claimed or considered to be a violation of this Agreement or Public Act 379.

B. Grievances shall be presented in the following manner:

Each grievance shall have to be initiated within three (3) working days of the occurrence of the cause for the complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of it's happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint.

STEP I

- (a) If an employee feels that he has a grievance, he shall first attempt to present the grievance orally to his immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement; provided that the Union has been given the opportunity to be present at such adjustment.
- (b) The employee may then discuss the grievance with his Steward.
- (c) The Steward may also discuss the grievance orally with the employee's supervisor.

STEP II

- (a) If the grievance is not settled at Step I, the grievance may be presented in written form to the employee's immediate supervisor; the written form shall be signed by the Employee. The grievance must be presented in writing to the employee's immediate supervisor within eight (8) working days after its verbal initiation in order to be a proper matter for consideration under Step II or any subsequent Steps of this grievance procedure.

- (b) The employee's immediate supervisor shall, within five (5) working days, answer the grievance in writing with a copy to the Chairman of the Local Union.

STEP III

- (a) If the grievance is not settled at Step II, the matter may be referred to the Chapter Chairman who may, within five (5) working days after the answer provided for in Step II (b) above, submit a written appeal to the Superintendent or his designee. The Designated Representative shall arrange for a meeting, to be held within seven (7) working days from the date the written appeal is received, between not more than four (4) representatives of the Local Union (not more than two (2) from any school, and representatives of the Employer. The Local Union Representatives and the Employer's Representatives shall meet at the times and places designated and shall discuss the appealed grievance.
- (b) The Local Union Representatives may meet at a place designated by the Employer on the Employer's property for at least one half hour immediately preceding any meeting provided for in this Step of the Grievance Procedure.
- (c) The Employer's Designated Representative shall answer the grievance in writing and shall forward the said answer to the Local Union Chairman within seven (7) working days after the meeting provided for in Step III (a) above.

STEP IV

If the grievance is still unsettled, it may be submitted within ten (10) calendar days after the date of the Superintendent's or his designee's answer to the Board of Education with a copy to the Superintendent.

The Board shall appoint a committee to hear the grievance and such hearing report shall be on the agenda at its next regular meeting or at a special meeting to be held within thirty (30) calendar days of receipt of the grievance at this level.

During any such hearing the aggrieved employee shall be permitted to have a Union Representative present, or if they so desire, legal counsel, if advance written notice is given.

Both parties shall be entitled to present testimony and evidence, have witnesses, and present their case and position. Upon conclusion of the hearing, within thirty (30) days, the Board shall render its decision.

It is understood that the Board cannot add to, subtract from or modify the terms of this Agreement in any decision reached in settling a grievance.

It is further understood by both the Board and the Union that Step IV is the final appeal prior to a possible submission to arbitration, and that every reasonable effort will be made by the parties to resolve the matter at this level.

STEP V

If the grievance remains unresolved at the conclusion of Step IV, it may be submitted to arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Union within five (5) working days after notification of the decision under Step IV.



Following the written notice of request for submission to arbitration the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide a panel of five (5) arbitrators. Both the Board and the Union, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

- (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (b) He shall have no power to establish salary structure or change any salary.
- (c) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employees or employee involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
- (d) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- (e) Should the grievance be sustained:
    - 1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during his regular hours of employment.
    - 2) No decision in any case shall require a retro-active wage adjustment in any other case.
  - (f) Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.
  - (g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first make a determination on the arbitrability of the grievance.
- C. The time limits specified heretofore for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event the Employer shall fail to supply the Union with its answer to the grievance at any step within the specified time limits, the grievance shall be deemed to be abandoned and settled on the basis of the Union's written position.
- D. As used throughout this Article, the term supervisor shall mean the employee's immediate supervisor.

- E. If a grievance is sustained, the aggrieved party shall be paid for any financial loss, provided that the aggrieved party specifically shall have suffered such loss.
- F. No claim for back wages shall exceed the amount of wages the aggrieved party would otherwise have earned at his regular rate, unless the grievance concerns pay for overtime.

## ARTICLE VIII

### DISCHARGE AND SUSPENSION

- A. Notice of Discharge or Suspension. The Employer shall not discharge or suspend any employee without just cause. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the steward in the district of the discharge or suspension.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available an area where he may do so before he is required to leave the Employer's premise. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the steward.
- C. Appeal of Discharge or Suspension. Should the discharged, suspended or disciplined employee or the steward consider the action to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee or Union, the matter may be referred to Step 2 of the grievance procedure.
- D. Use of past records. In imposing any discipline on a current charge, the Employer will not take into account any prior job performance infractions which occurred more than one (1) year previously, with appropriate exception, nor impose discipline on an employee for inadvertent errors or mistakes on his employment application; provided, however, that any falsehoods or deliberate misinformation entered on such application shall constitute just cause for disciplinary action up to and including discharge within a period of five (5) years.



ARTICLE IX

SENIORITY

Section I - Probationary period.

- A. The probationary period for all employees covered by this Agreement shall be forty-five (45) working days. However, the forty-five (45) working days probationary period may be extended for the period of time an employee was absent during the probationary period. It is further understood that the probationary period begins when the employee begins a permanent job assignment, and that time spent as a substitute or temporary employee shall not constitute any part of the probationary period.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action other than for Union activities involving a probationary employee without a grievance filed or processed.
- C. Seniority shall be on a representational area basis (cafeteria, custodial-maintenance, and transportation) in accordance with the employee's last date of hire.
- D. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence.

Section II - Seniority lists

- A. Seniority shall not be affected by race, color, creed, national origin, sex, marital status, or dependents of the employee.

- B. The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on or before November 1, and again on or before May 1 of each school year. Thirty (30) copies will be provided to the chapter chairman. Four (4) copies of a list of monthly changes will also be provided the chapter chairman.

ARTICLE X - Seniority of Stewards

Notwithstanding their position on the seniority list, stewards shall in the event of a lay-off of any type be continued at work as long as there is a job in their unit which they are qualified and able to perform and shall be recalled to work in the event of a lay-off on the first open job in their unit which they are capable of performing.

ARTICLE XI - Seniority of Officers

Notwithstanding their position on the seniority list, the Chairman, Vice-Chairman and Chief Steward of the Chapter shall in the event of a lay-off be continued at work at all times when one or more units or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE XII  
LOSS OF SENIORITY

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

1. He quits.
2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer, unless completely unable to notify the Employer. He does not return from sick leave or from a leave of absence within three (3) days after expiration of such, unless completely unable to notify the Employer and return to work. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. He does not return to work when recalled from lay-off as set forth in the recall procedure, unless completely unable to notify the Employer and return to work. In proper cases, exceptions may be made.
5. He retires.
6. Failure to return from sick leave and leaves of absence will be treated the same as 3 above.

ARTICLE XIII

SHIFT PREFERENCE

In the case of an extreme emergency in a personal or immediate family situation, a temporary shift change can occur. If the Employer concurs with the emergency of the situation, shift preference within the classification on the same level may be granted on the basis of seniority provided that an opening exists or a two-way transfer can be agreed upon by both employees. It shall be the responsibility of the employee requesting the change to contact the other party.



ARTICLE XIV

SUPPLEMENTAL AGREEMENTS

Any supplemental agreement shall be subject to the approval of the Employer and the Local Union. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of its final drafting.

ARTICLE XV

LAYOFF AND RECALL

SECTION I - Layoff defined

- A. The word "Layoff" means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a department-wide basis. Seniority employees will be laid off according to seniority. Any seniority employee laid off shall be able to move into any classification within the department where his seniority will allow and he can perform the job. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a special conference.
- C. Employees who are to be permanently laid off will have at least seven (7) calendar days' notice of layoff. The Local Union Secretary and Council shall receive a list from the Employer of such employees being laid off on the same date the notices are issued to the employees.
- D. If there is work within a unit during the summer months, the procedure set forth above in Section B shall be applicable.

SECTION II - Recall procedure

When the unit working force is increased after a layoff, employees will be recalled according to seniority, if capable of performing the work available. Notice of recall shall be in writing and sent to the employee at his last known address by registered or certified mail. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the Employer in writing of his intention to return to work and within seven (7) days after receipt of the notice of recall, he shall return to work. In proper cases, exceptions may be made.

## ARTICLE XVI

### TRANSFERS

- A. A transfer is a lateral change within a salary classification in each representational area where there is an opening and there is no additional compensation. For example, a movement to another building, to another shift (when applicable), or to another job within the same salary classification falls within the definition of a transfer. "Bus run" repicking is not included in the above definition of a transfer but shall be provided for in Appendix B.
- B. Whenever a vacancy in a position occurs which is not considered a promotion, the vacancy shall be posted for five (5) working days. Except as provided below, the seniority employee requesting the transfer shall be granted the position. In the event the seniority employee is denied the transfer, notice and reasons in writing shall be given to the employee with a copy to the steward. An employee transferred in accordance with this Article will receive a twenty (20) working day trial period to determine his ability to perform in the new area or shift. In the event the trial period proves unsatisfactory the employee shall revert back to the same or a similar position as was held prior to the transfer. An employee requesting a transfer beyond the normal limit of one transfer per employee per school year shall be required to submit reasons for such request in writing to the Employer.
- C. The Employer may reassign an employee who was not within the bargaining unit into the bargaining unit, providing there is an open job within the bargaining unit which has been posted under Article XVII and not been filled, providing such employee shall start earning seniority from the date he is reassigned into the unit. (Seniority not related to Salary Schedule steps.)

- D. If an employee is transferred to a position not in the bargaining unit and is thereafter transferred back again by either the Employer or by his own volition, he shall not lose his seniority accumulated prior to the promotion.
- E. If and when operations or division or fractions thereof are transferred for more than five (5) working days from one location to another, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.



ARTICLE XVII

PROMOTIONS

- A. A promotion is an upward change in an open job classification within each representational area which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential or premium pay.
- B. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) working days.
- C. Any employee may apply for a vacancy as defined in Sections A and B above. Promotions within the bargaining unit shall be made on the basis of qualifications and seniority. The senior applicant shall be given first consideration for a promotion in every case where the Employer has determined such senior applicant to have the minimum qualifications in training, ability and experience for the specific position.
- D. The trial period for promotion shall be four (4) weeks. During the four (4) weeks trial period the employee shall have the opportunity to revert back to his former classification and a letter of explanation shall be submitted to the Employer. Likewise, if the employee is unsatisfactory in the new position, he will be returned to his former or similar position, and notice and reasons shall be submitted to the Chapter Chairman in writing by the Employer with a copy to the employee. The matter then may become a

proper subject for the 2nd step of the grievance procedure. His salary shall revert to the classification from which he was promoted. This salary shall not be affected.

- E. During the trial period, the employee will receive the rate of the job he is performing.
- F. Any employee assigned to work above his classification for three (3) days or more within a pay period shall receive the higher pay for all time worked in such higher job classification. If an employee temporarily works below his job classification, he shall still receive his regular classification pay. Seasonal adjustments may alter an employee's job classification with the appropriate pay rate change under the wage scale hereinafter set forth.
- G. An employee who is promoted during his probationary period shall be considered to have satisfactorily completed his probationary period in the classification from which he had been promoted.

ARTICLE XVIII

LEAVES OF ABSENCE

A. Protracted Illness. All employees with nine (9) months length of service with the Employer will be granted a leave of absence in cases of protracted illness provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence. The Board shall maintain the right to have any employee examined by a Board-designated physician at its expense at any time such examination is deemed necessary. In the event a difference of opinion persists between the employee's physician and the Board-designated physician, the matter shall be referred to a staff physician designated by the Board's current Workmen's Compensation insurance carrier for final disposition.

In proper cases, upon agreement between the Employer and the Union, exceptions will be made to permit an employee with less than nine (9) months seniority such leave of absence. The employees must notify the Employer and the Union within the first three (3) days of absence, whenever possible. Such leave shall be granted for up to one year. During the time the employee is on leave of absence, he will not lose his seniority. When the employee returns to work, he will be placed in a position comparable to the type of work and wages of the classification which he left. The Employer shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his position. Such employee shall be given the opportunity to work in another job classification if he is capable of performing such job.

B. Military Leave. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment in his previous position, as set forth in the applicable laws and regulations, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform work and duties required on a job. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence or their vacation period for the necessary period during the year for such training or duty.

C. Maternity Leave.

1. A maternity leave of absence shall be granted to an employee with nine (9) months length of service. In proper cases, upon agreement between the Employer and the Union, exceptions will be made to permit an employee with less than nine (9) months seniority such leave of absence.
2. An employee who is pregnant must report such pregnancy to the department head as soon as she has knowledge of this condition, and must bring in a statement from her doctor stating her expected date of confinement and verifying that she is physically able to continue to work. Such employee shall be granted permission to continue working providing she is physically well enough to work and does not become an industrial risk.
3. An employee shall be granted a leave of absence to extend through the six (6) week post-natal examination only when she verifies that she will return to work at the end of such period. An extension of the leave may be granted upon recommendation of her physician. In the event the employee verifies her return and the leave is granted, the employee must notify the department head no later than two (2) weeks prior to expiration of the leave, of the expected date of her return. If an



employee is not granted a leave, or if the employee fails to return or to notify the department head of her expected date of return, she shall be considered a voluntary quit and shall lose her rights to any and all benefits accrued, including unemployment compensation, if applicable.

- D. Union Business. Members of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks' notice is given and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed two weeks; nor shall more than three (3) employees be eligible for such leave during a calendar year. The employee has the option to take his vacation with pay in lieu of the leave of absence. Meetings called by the Employer shall not result in any loss of pay to any Union member in the bargaining unit.
- E. All other types of leaves of absence may be granted for a reasonable period of time, but not to exceed one year, for good cause. The request for the leave of absence shall be presented in written form to the Employer for evaluation and consent, considering the merits of the request and the efficient operations of the school. The employee may request an extension of such leave.
- F. All employees granted a leave of absence for one month or more shall notify the Employer of his or her intent to return to work within seven (7) days of the expiration date of the leave of absence (except for military leave and maternity leave as set forth above.)



ARTICLE XIX

SICK LEAVE

Sick, Funeral and Personal Leave days will be in accordance with the provisions referred to as Appendix D.

ARTICLE XX

SEVERANCE AND LONGEVITY

Severance and Longevity pay will be in accordance with the existing plan referred to as Appendix E.

ARTICLE XXI

INSURANCE COVERAGE

The Employer agrees to pay the full premium for insurance coverage as provided for in Appendix F.

ARTICLE XXII

The following Appendices are incorporated and made a part of this Agreement:

Appendix A-1	Wage Schedule, 1972-73
Appendix A-2	Wage Schedule, 1973-74
Appendix A-3	Wage Schedule, 1974-75 (to be negotiated)
Appendix B	Transportation
Appendix C	Dues Deduction Form
Appendix D	Sick Leave
Appendix E	Severance and Longevity
Appendix F	Insurance Coverage

ARTICLE XXIII  
HOURS, OVERTIME AND PREMIUM PAY

SECTION 1:

- A. The regular work week shall consist of five (5) work days, Monday through Friday. The regular work week for custodians II shall be four (4) hours per day, Monday through Friday. The regular work assignment for employees on the first shift shall consist of eight (8) hours per day exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch period. The regular work assignment for employees on the second shift shall consist of eight (8) hours per day with a one-half ( $\frac{1}{2}$ ) hour paid lunch period.
- B. The first shift is any shift that regularly starts on or after 4:00 A.M., but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M., but before 7:00 P.M. A regular shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.
- C. Eight hour employees may take a fifteen (15) minute "coffee break" in approximately the middle of the first half of their shift and another fifteen (15) minute "coffee break" in approximately the middle of the second half of their shift. Employees on shifts who work three (3) to six (6) hours shall be entitled on one (1) "coffee break."

SECTION 2:

- A. Overtime is all time over eight (8) hours per day or forty (40) hours per week. All overtime to be paid at a rate of time and one half per hour, the employee's regular hourly rate.
- B. Overtime shall be distributed equally and impartially as far as practicable. Employees who are to work overtime shall be notified at least twenty-four (24) hours in advance, when possible. Exceptions to the above may be made for any employee working in more than one classification.

- C. A sick day shall constitute a day worked in computing overtime.
- D. Any employee called in to work shall be guaranteed two (2) hours work or pay unless the employee leaves work voluntarily or for personal reasons.
- E. An overtime equalization chart shall be maintained by the person in charge of each building where three or more persons in any given classification are assigned on overtime to make sure that the overtime is rotated. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work shall be charged the number of overtime hours available.
- F. Overtime will be paid to cafeteria employees for parties, social functions and meetings not associated with school activities which require expenditure by students or student clubs or associations.
- G. For Sundays and holidays the rate will equal two times the regular hourly rate.

ARTICLE XXIV

SAFETY

- A. The Employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report any items that may be defects of equipment. Such report shall be made on a suitable form furnished by the Employer. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the Local Chapter President and the Supervisor of the unit (in which the equipment is involved) shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition.
- D. If no consideration is received by the Local Chapter President, he shall forthwith take the matter up with the Superintendent of Schools, or his designee. During such time, the employee shall not be required to operate such equipment if in his opinion it presents a danger to his health or safety. However, if it is found that the employee's allegation is not justified, such employee shall be subject to disciplinary action. Likewise, if an employee fails to report a defect he is aware of he may be subject to disciplinary action.

ARTICLE XXV

JURY DUTY

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee, who has completed his probationary period, is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as juror and his normal week's pay, not to exceed four (4) weeks; provided he makes himself available for work within his regular work schedule when not occupied with jury duty.

It is understood by the foregoing proviso that: If the employee is dismissed from jury duty within three (3) hours from the beginning of his shift, he shall be required to work for the balance of his shift.

- B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official, listing the dates he received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.
- C. An employee shall not be permitted to utilize this Article more than once each year during the term of this Agreement.



ARTICLE XXVI

UNION BULLETIN BOARDS

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

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

ARTICLE XXVII

RATES FOR NEW JOBS

When a new job is created within the bargaining unit which cannot be properly placed in an existing classification, the parties will discuss a proper classification and rate structure to apply. If the job is assigned to a member of the bargaining unit prior to establishment of the rate, the rate shall apply retroactively to such member of the bargaining unit.

ARTICLE XXVIII

MICHIGAN WORKMEN'S COMPENSATION

- A. Each employee will be covered by the applicable Michigan Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Michigan Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular net pay based on his regular weekly shift; such amount shall be deducted proportionately from the employee's sick leave bank.

ARTICLE XXIX

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or if any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or the Board of Education for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXX

ENTIRE AGREEMENT CLAUSE

The parties acknowledge that, during negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals relative to any subject not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right are contained herein and that this contract cancels and supersedes all previous contracts between the Employer and the Union.

The parties recognize that this Agreement may be altered by addition, modification or deletion only through the voluntary, mutual consent of the Employer and the Union by Memorandum of Agreement which has been ratified and signed by both parties, thereby becoming an amendment to this Agreement which is then final and binding on all employees covered by this Agreement and on the Employer.



ARTICLE XXXI

STRIKES AND STOPPAGES

During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Employer as defined in Act 379, P. A. 1965. Notwithstanding the foregoing, in the event any members of the Union or employees represented by the Union violate this Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

ARTICLE XXXII

MANAGEMENT'S RIGHTS

The Board shall continue to exercise its rights of executive management and administrative control of the school system, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices and procedures for effective management and administration, except those which are clearly and expressly relinquished herein by the Board.

ARTICLE XXXIII

HOLIDAYS

- A. Twelve (12) month employees in the bargaining unit with seniority shall receive the following paid holidays:

New Year's Day	Day after Thanksgiving, 74-75
Memorial Day	Christmas Day
Fourth of July	All day Christmas Eve
Labor Day	Good Friday
Thanksgiving Day	Half day before New Years Day, 73-74, 74-75

- B. Ten (10) month employees in the bargaining unit will have those holidays which occur during their work year counted as paid days.
- C. If ten (10) month employees are scheduled to work on a regular basis the day before and after July 4, they will be paid for this holiday.
- D. To qualify for holiday pay (8 hours or less pay at straight time rate), the employee must work the scheduled day before and after the holiday unless off work due to proven illness or with permission from their immediate supervisor.
- E. When any holiday falls on a Saturday or a Sunday, the holiday will be scheduled on a work day adjacent to the holiday in order to provide the employees with the maximum number of consecutive days off.
- F. By July 1 of each year a calendar will be posted designating the holiday schedule.
- G. If a holiday is observed during an employee's vacation period, he shall receive an additional day off with pay in lieu of the holiday pay.
- H. If an employee is required to work on a holiday, the employee shall receive pay at two times their regular rate.

ARTICLE XXXIV

VACATIONS

- A. All regular employees with seniority working twelve (12) months per year in the bargaining unit shall earn and receive vacation with pay as follows:

6 months employment-----one week  
6 to 12 months-----one additional day per month,  
maximum two weeks  
1 to 3 years-----two weeks  
3 years and over-----two weeks, plus 1 day per year,  
to a maximum of 3 weeks  
12 years and over-----three weeks, plus 1 day per year,  
to a maximum of 4 weeks  
vacation

The above vacation entitlements shall be computed as of May 1 of each year.

- B. All regular employees with seniority working ten (10) months per year in the bargaining unit shall have a one (1) week paid vacation following ten (10) months employment within the unit. Such vacation pay shall be based upon the employee's assignment (5 days X number of hours per day). It is expressly understood that employees working less than three (3) hours per day as a regular assignment shall not be eligible for a paid vacation.
- C. Vacation schedules shall be prepared by the appropriate Supervisors. The employees shall select their vacation period by order of seniority.
- D. Vacations shall be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing it does not interfere with the operation of schools. Exceptions to this provision shall be subject to the approval of the appropriate Supervisor.

- E. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- F. Vacation may not be waived by an employee and extra pay received for work during that period.
- G. If a regular pay day falls during an employee's vacation, he may receive that check in advance. Request for such advance payment shall be made at least two weeks in advance. Within applicable IRS rules, deductions for vacation pay will be treated as if bi-weekly checks had been issued.



ARTICLE XXXV

MISCELLANEOUS PROVISIONS

- A. Uniforms - The Employer agrees to furnish three (3) uniforms per employee, and replace worn out uniforms in excess of this number, during the year. The Union may select the uniform and the vendor. The allowances shall be up to, but not more than \$12.00 per uniform, with the exception of uniforms for cafeteria employees, which may be up to \$15.00 per uniform. Employees shall purchase uniforms with an authorized letter from the Board Office stating the amount and what is to be purchased, and that the vendor will send the bill to the Board Office directly. This provision is for all employees except bus drivers.

It shall be the responsibility of each employee to properly maintain the uniforms and to see that they are always neat and presentable.

Mechanics and groundsmen shall be furnished with laundered uniforms in lieu of any uniform allowance; provided that such provision shall be limited to five (5) vehicle mechanics, two (2) maintenance mechanics and two (2) groundsmen.

Any employee area which has already exercised its option under the extended contract provisions shall be exempt from the provisions for uniforms contained herein.

- B. On any day when school sessions are scheduled but that student attendance is cancelled by the Superintendent due to natural causes or acts of God, employees are expected to report for duty. Unless so notified by the Employer, all employees will be required to work in order to

receive pay, provided however, that regularly assigned bus drivers and cafeteria workers are not required to report and that such days will be included in the paid work schedule for all ten (10) month employees.

C. Physical Exams:

1. The Employer will pay the cost of physical examinations required for initial employment and for subsequent examinations deemed necessary by management. The Employer reserves the right to deduct the fee for physical examination outlined above for any employee who terminates his employment prior to six months of service.
2. The Employer will select the doctor and pay the cost of an annual bus driver physical examination.
3. The Employer will reimburse regular bus drivers for chauffeur's license renewals.

D. Permanently assigned employees working ten (10) months per year in the bargaining unit shall have a paid work schedule consisting of all student attendance days, which shall not be less than the 180 days mandated by Michigan Statute, plus all paid holidays which occur during their work year and all in-service days called by the Employer.

ARTICLE XXXVI

TERMINATION AND MODIFICATION

- A. Except as expressly provided in Section B below, this Agreement shall continue in full force and effect until the thirtieth (30th) day of June, 1975, and from year to year thereafter. In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this contract. The modification or amendment of any specific Article or clause shall not effect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

If notification is given as provided herein, either party may, upon ten (10) days written notice to the other party, after the termination date terminate this Agreement.

- B. Between March 15th and March 30th of the year 1974, the parties shall initiate negotiation for the purpose of entering into an agreement on the wage scale and on the matter of unpaid unassigned time between assigned runs for bus drivers. Each party shall also have the option of opening one other provision of the Agreement.

ARTICLE XXXVII

RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them and the International Union and its Local Union will recommend to the employees that it be ratified. The Employer's committee agrees to submit this Agreement to the Board of Education for ratification by them, and the committee will recommend to the Board of Education that it be ratified.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 1973, and (month) this Agreement shall become effective as of July 1, 1972.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFFILIATED WITH AFL-CIO

HURON VALLEY SCHOOLS BOARD OF EDUCATION OAKLAND AND LIVINGSTON COUNTIES, MILFORD, MICH.

FOR THE UNION:

FOR THE BOARD:

\_\_\_\_\_  
Byron E. DeLong  
Council 23 Representative

\_\_\_\_\_  
Alice M. Davies  
President

\_\_\_\_\_  
Nancy V. Newton  
Chapter Chairman

\_\_\_\_\_  
Jack H. Gillow  
Secretary

NEGOTIATING COMMITTEE:

\_\_\_\_\_  
Clifford A. Scherer  
Superintendent

\_\_\_\_\_  
Dorothy B. Wilson

\_\_\_\_\_  
Gerald A. Collins  
Chief Negotiator

\_\_\_\_\_  
Donald L. Winterhalter

\_\_\_\_\_  
Bruce Vernier

\_\_\_\_\_  
Donald Morgan

\_\_\_\_\_  
Josephine Rutka

\_\_\_\_\_  
Maxine Ressler

\_\_\_\_\_  
Stanley Pawlak



APPENDIX A-1

HURON VALLEY SCHOOLS

Wage Scale for 1972-73

A. Custodial/Maintenance

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years	After 3 years
Custodian I; Custodian II, Mailman, Utility Worker	3.27	3.37	3.48	3.66	3.87
Working Leader	3.37	3.48	3.58	3.76	3.97
Groundsman	3.37	3.58	3.69	3.87	4.13
Cabinetmaker	3.85	3.95	4.06	4.16	4.37
Painter	3.67	3.77	3.88	3.98	4.19
Maintenance Mechanic	4.06	4.16	4.37	4.42	4.63
Maintenance Mechanic Helper	3.50	3.60	3.73	3.99	4.02
Warehouseman	3.64	3.77	3.91	4.06	4.16

B. Cafeteria

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years
Cooks	2.27	2.38	2.48	2.83
Manager I, Head Cook, Baker	2.43	2.54	2.69	2.99

C. Transportation

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years	After 3 years
Vehicle Mechanic	4.06	4.16	4.37	4.42	4.63
Vehicle Mechanic Helper	3.46	3.56	3.69	3.95	3.98
Bus Driver	3.50	3.71	3.97	xxxx	xxxx

1. Working Leaders, where assigned, shall be compensated at the rate of 10¢ per hour over the appropriate classification.
2. There is to be a 7¢ per hour night premium for all regularly assigned night employees.
3. Custodian II shall be the designation for the former classification of Light Housekeeper.

APPENDIX A-2

HURON VALLEY SCHOOLS

Wage Scale for 1973-74

A. Custodial/Maintenance

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years	After 3 years
Custodian I, Custodian II					
Mailman, Utility Worker	3.41	3.52	3.63	3.82	4.04
Working Leader	3.52	3.63	3.74	3.93	4.15
Groundsman	3.52	3.74	3.85	4.04	4.31
Cabinetmaker	4.02	4.12	4.23	4.34	4.56
Painter	3.83	3.94	4.05	4.16	4.38
Maintenance Mechanic	4.23	4.34	4.56	4.62	4.84
Maintenance Mechanic Helper	3.65	3.76	3.89	4.16	4.20
Warehouseman	3.80	3.94	4.08	4.23	4.34

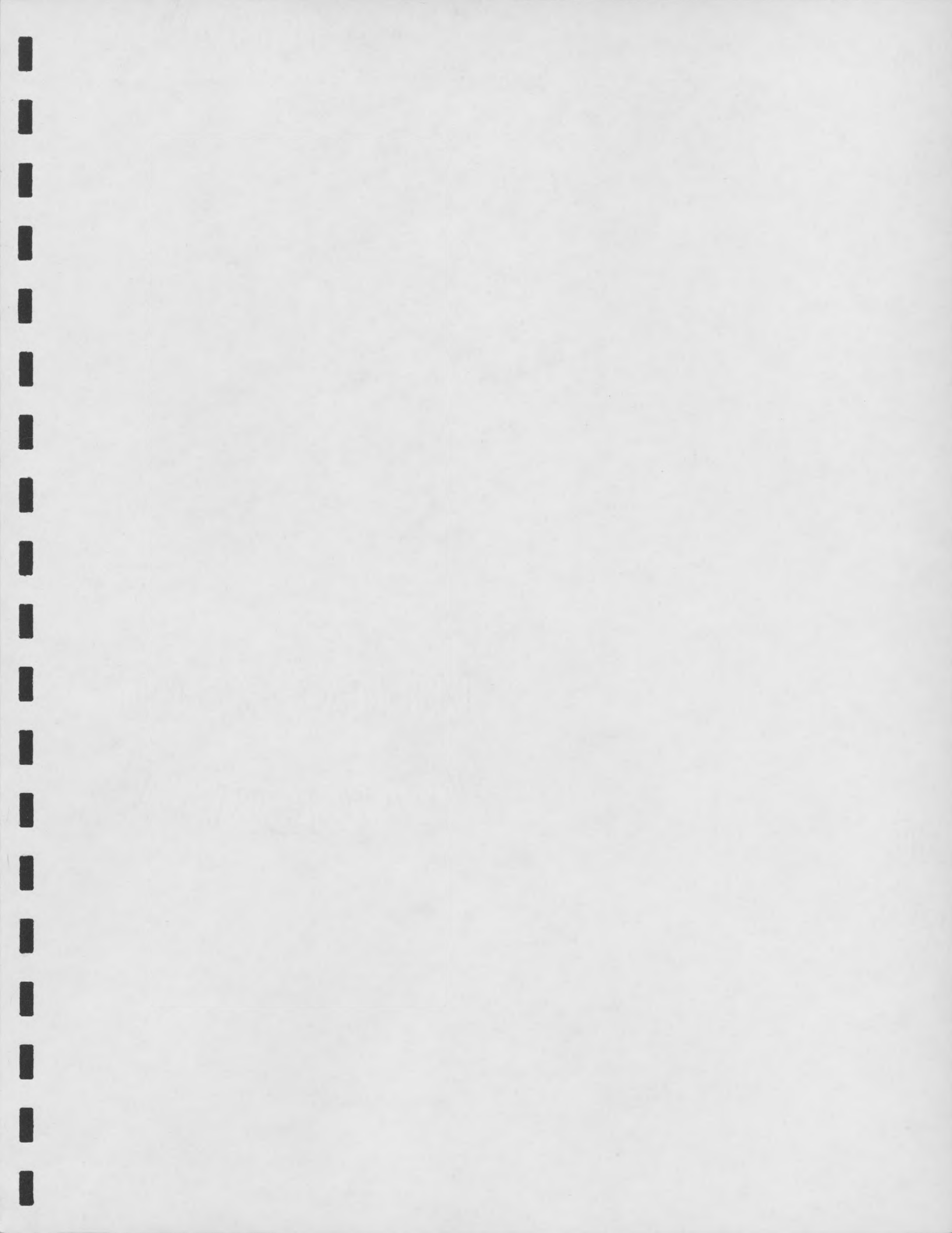
B. Cafeteria

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years
Cooks	2.37	2.48	2.59	2.95
Manager I, Head Cook, Baker	2.54	2.65	2.81	3.12

C. Transportation

	Start Prob. Period	After Prob. Period	After 1 year	After 2 years	After 3 years
Vehicle Mechanic	4.23	4.34	4.56	4.62	4.84
Vehicle Mechanic Helper	3.61	3.72	3.85	4.12	4.16
Bus Driver	3.65	3.87	4.15	xxxx	xxxx

1. Working leaders, where assigned, shall be compensated at the rate of 10¢ per hour over the appropriate classification.
2. There is to be a 7¢ per hour night premium for all regularly assigned night employees.
3. Custodian II shall be the designation for the former classification of Light Housekeeper.



APPENDIX B

TRANSPORTATION

- A. The Employer will pay on an hourly rate as specified in Appendix A. Such hourly rate shall be paid for all driving and related duties as assigned by the Transportation Supervisor, i.e., starting, gassing, cleaning, washing, making required reports, daily safety checks, and meetings with parents and principals, etc.

- B. Effective with the first bid date following ratification of this Agreement, a trip shall be defined as transporting children to or from school in conjunction with leaving from and returning to the bus garage. It is understood that each trip may include bus service to two schools.

Drivers will be paid a minimum of one (1) hour for each trip. In the event a trip involving more than one school takes over one (1) hour, the employee will be paid to the nearest quarter hour.

The above provision regarding the concept and definition of a "trip" shall terminate on the scheduled bid date preceding the 1974-75 school year.

Effective with scheduled bid date preceding the 1974-75 school year, regularly assigned full-time bus drivers with one or more years' seniority shall be guaranteed five and one-half (5 1/2) hours of work or pay each day they are regularly scheduled and timely report for work (which includes being on the job for all hours scheduled.) In return for this guarantee it is understood that duties required during the five and one-half (5 1/2) hour guarantee may vary. The

employee will be paid his hourly rate for all hours worked in excess of the guarantee, except as provided in Section F below and in Article XXII : - Overtime.

- C. The Employer shall maintain the management right of organizing bus driver assignments into packages. Included in each package will be the total estimated time required to complete the assignment as a total package.
- D. Bus driver assignments, which will be packaged by total estimated hours required, shall be assigned on the basis of seniority bid at a designated time not less than one week prior to the beginning of the school year.
- E. New packages (i.e., packages which are established or become permanently vacant after the initial package assignment period at the beginning of the school year) will be posted for seniority bidding. It is further agreed that whenever a total package assignment is changed by one hour or more in total estimated driving time, such package shall be posted as a new package within two weeks.
- F. When regular bus drivers covered by this Agreement are called in to work after having left the premises, and such work is not part of their package assignment, then they will be guaranteed two (2) hours minimum pay.
- G. Field Trips:  
Bus drivers shall be paid their regular rate of pay for all field trip time except such time as exceeds forty (40) hours per week of combined regular driving and field trip time. The rate for all time



in excess of forty (40) hours per week shall be paid an overtime rate of one and one-half (1 1/2) times the regular rate. On overnight field trips, drivers will be paid for actual driving time each day with a guarantee of eight (8) hours per day and will be provided with meals and lodging for all time spent on the trip.

1. When bus drivers are called in for field trips, they will be guaranteed two (2) hours minimum pay.
  2. Field trips shall be assigned initially from a seniority list on a rotating basis. Any driver unavailable or refusing an assigned field trip will be charged for the hours.
  3. An equalization list for field trips will be posted and kept up to date by the Supervisor for the purpose of assigning field trip hours equitably. Drivers assigned field trips shall be notified as early as possible, but normally not less than 24 hours in advance, whenever possible. It is understood that regular drivers will be given first preference as determined by the equalization list.
- H. Drivers and mechanics required by the State to attend classes shall, upon successful completion of said classes, receive pay at the rate used by the State to reimburse the Employer. In addition, the Employer agrees to pay at a rate equal to the rate paid by the State, provided that the total hourly rate shall not exceed the employee's regular rate.
- I. The parties recognize that safety is a particularly significant factor in the performance of driving a school bus. For that reason, it is agreed that yearly tests of driving ability and safety may be

administered at the discretion of the Employer, provided that the substance of such tests shall be decided jointly with the local Union. Further, it is understood that such tests of driving competency may be required of an individual driver by the Employer at any time during the employment of such driver.

J. Mechanics will not drive a bus to transport students except in the case of an emergency.

K. Transportation of pupils in school buses having a capacity of ten (10) or more passengers will be done by bus drivers only, except in cases of emergency, or in cases where projects are jointly sponsored by the school and another agency, and funds are not available to pay a regular driver. In such cases, the Union shall be consulted and the facts concerning the project made known to them. If a dispute arises it would be proper subject for grievance commencing at Step 3 of the grievance procedure. Regularly scheduled runs in smaller vehicles will be done by bus drivers.

APPENDIX C

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
please print      LAST NAME      FIRST NAME      MIDDLE NAME

To \_\_\_\_\_  
NAME OF EMPLOYER      DEPARTMENT

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my  
DATE

earnings each \_\_\_\_\_ an amount sufficient to provide for the regular  
PAYROLL PERIOD

payment of the current rate of monthly union dues established by AFSCME Local Union  
No. \_\_\_\_\_, Council No. \_\_\_\_\_. The amount shall be certified by Local Union  
No. \_\_\_\_\_, Council No. \_\_\_\_\_ and any change in such amount shall be so  
certified. The amount deducted shall be paid to the treasurer of Local Union No. \_\_\_\_\_,  
Council No. \_\_\_\_\_ AFSCME. This authorization shall remain in effect unless terminated  
by me during the two week period \_\_\_\_\_ to \_\_\_\_\_ of any year.

\_\_\_\_\_  
STREET ADDRESS  
\_\_\_\_\_  
EMPLOYEE'S SIGNATURE      CITY AND STATE

Form F46

APPENDIX D

SICK LEAVE

- A. All employees with twelve (12) months seniority in the bargaining unit shall accumulate and be credited with a maximum of twelve (12) work days (for 12-month employees) and ten (10) work days (for 10-month employees) of sick leave with pay per year, to be credited at the rate of one-half ( $\frac{1}{2}$ ) day for each bi-weekly pay period. At the beginning of each fiscal year (for 12-month employees) or school year (for employees working less than 12 months), the employee's "bank" of accumulated sick leave shall be credited with full allowance for that service year. If the employee leaves the Employer during the service year, proper adjustments or changes in pay will be made for sick leave payments not actually earned.
- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one hundred and ten (110) days.
- C. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations or if the claim for sick leave is false. A doctor's statement may be required by the Employer at any time it believes there is abuse.

D. An employee on sick leave under the provisions of this Article will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

E. Compassionate Leave

All employees with sick leave benefits may be permitted to use a maximum of five (5) days of such leave per year in the event of serious illness (requiring a doctor's consultation) in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, brother, sister, or grandparents. To use this time off without loss of pay, the employee must certify in writing to the Superintendent the details of the request. The Superintendent may, at his discretion, grant compassion leave for situations other than those mentioned above, and the decision of the Superintendent relevant to those situations shall not be subject to the grievance procedure.

F. Funeral Leave

In the event of death in the immediate family, as defined in Section E above, an employee may be granted up to five leave days. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Superintendent the details of the request.

G. Personal Business Leave

Upon approval of the Superintendent each member of the bargaining unit shall be allowed two (2) days (one to be deducted from the sick leave bank) of employment per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Such leave shall not be accumulative. Request for a business leave day shall be as far in advance as possible and shall normally be submitted in writing to the immediate supervisor stating the reason for such leave.



APPENDIX E

SEVERANCE AND LONGEVITY

A. Severance Pay:

If an employee retires or is disabled within the meaning of the Michigan Public School Employees' Retirement Fund, he shall be eligible for a severance pay as follows:

1. Ten (10) years of continuous service with the school district--  
1 3/4% of the last year's regular salary (exclusive of all premium pay).
2. Fifteen (15) years of continuous service with the school district--  
2 1/4% of the last year's regular salary (exclusive of all premium pay).
3. Twenty (20) years of continuous service with the school district--  
3 1/2% of the last year's regular salary (exclusive of all premium pay).
4. Thirty (30) years of continuous service with the school district--  
4 1/2% of the last year's regular salary (exclusive of all premium pay).

B. Longevity:

After the following number of years of continuous service to the Huron Valley School District, employees shall be paid the following amounts of additional pay each year. Payment will be on the first pay in December.

After 10 years - \$100.00  
After 15 years - \$150.00  
After 20 years - \$200.00

For the fiscal year 1974-75, each of the above steps shall be increased by \$50.00.

APPENDIX F

INSURANCE COVERAGE

- A. Employees covered by this Agreement shall be covered by a \$2,000 group term life insurance provided by the Board. It shall be the employee's responsibility to submit the necessary forms to obtain such insurance. For fiscal years 1973-74 and 1974-75, the group term life coverage shall be in the amount of \$4,000.
- B. Hospitalization: The Board of Education shall pay for the individual coverage for Blue Cross-Blue Shield hospitalization, or equivalent coverage, which is recognized and accepted by hospitals and physicians, for each employee who desires such insurance, except that the Board shall not pay for any hospitalization (if the employee elects to be covered) under another policy from another source. The Board further agrees that it will pay up to full family coverage for those employees who are not otherwise covered. The Blue Cross-Blue Shield plan shall consist of MVF-1 comprehensive coverage. The Board shall pay hospital insurance premiums throughout the year for employees covered by this Agreement who would not otherwise be covered for such insurance. To be eligible for hospitalization, an employee must work at least three (3) hours pay day as a regular assignment.
- For fiscal year 1973-74, the Master Medical Rider will be added to the Blue Cross-Blue Shield MVF-1 coverage. For fiscal year 1974-75, the ML Rider will be added.
- C. This section shall become applicable on the first day of the month following ratification, or when the insurance carrier's requirements

are met. Employees are responsible for furnishing properly signed forms to the business office to be covered if they are not presently a member of the Huron Valley group.

Letter of Understanding Concerning Working Leaders:

It is understood by the parties that working leaders have responsibilities which include the performance of duties above and beyond those stipulated on the job description for building custodians. Specifically, working leaders, where assigned, are to act as the conduits for supervision; i.e., they are to relay the supervisor's directions to other custodians and report back to supervision the progress of all assigned custodial work within their building, but shall not be interpreted as to furnishing the employer with employee evaluation reports.

Nancy V. Newton  
Nancy V. Newton, Chairman  
Local 202; A.F.S.C.M.E.

Gerald A. Collins  
Gerald A. Collins  
for the Board of Education

Letter of Understanding Concerning Union Representation:

As agreed at the negotiating session of July 26, 1972 the employer agrees that a special conference will be held at the request of the union should there be a significant increase of personnel on nights or the appointment of a night supervisor.

Nancy V. Newton

Nancy V. Newton, Chairman  
Local 202, A.F.S.C.M.E.

Gerald A. Collins

Gerald A. Collins  
for the Board of Education



Letter of Understanding Concerning the Wage Scale for A.F.S.C.M.E. Master Agreement, which expires June 30, 1975:

The following items were agreed upon by the respective parties in negotiations for the Master Agreement between A.F.S.C.M.E. Local 202, Huron Valley Chapter, and the Huron Valley Schools Board of Education:

1. The \$.07 per hour night premium does not apply for bus drivers, with the understanding that there will be a special conference on this matter at such time as the first run of a bus driver's regularly assigned package begins after 5:00 P.M.
2. The Employer agrees to post the position of Grounds Working Leader at such time as the total grounds crew is increased.

Nancy V. Newton  
Nancy V. Newton, Chairman  
A.F.S.C.M. Local 202

Gerald A. Collins  
Gerald A. Collins  
for the Board of Education