

Aug. 31, 1975

MASTER CONTRACT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

KEARSLEY COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

LOCAL 1918 CHAPTER R, COUNCIL 29

American Federation State,
County and Municipal Employees Union, AFL-CIO

September 1, 1972 - August 31, 1975

*Kearsley Community Schools
G-4396 Underhill Rd.
Flint, Mich. 48506*

Kearsley Comm. Sch. (Flint)

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CONTRACT

KEARSLEY COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

LOCAL 1918, CHAPTER R, COUNCIL #29, AFSCME

PREAMBLE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote and encourage orderly and peaceful relations between the respective representatives at all levels and among all employees.

RECOGNITION

2. The Employer recognizes the Union as the sole and exclusive bargaining representative for custodial, maintenance, cafeteria and transportation employees excluding supervisory employees.
3. The board agrees not to negotiate with any employee organization other than the Union for the duration of this agreement.
4. Nothing contained herein shall be construed to any or restrict to any employees rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
5. The Board agrees to make available to the Union in response to reasonable requests from time to time, all available information as prescribed by law.
6. Adequate parking facilities shall be made available to employees.

UNION SECURITY

7. Within thirty days of the beginning of their employment hereunder, employees may sign and deliver to the Board, an assignment authorizing deduction of membership dues or assessments of the Union. Such sum shall be deducted as dues from the regular salaries of these employees and remitted not less frequently than monthly to the Union.

8. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee shall not join the Union and execute an authorization for dues deduction, such employee shall, as a condition of continued employment by the Board execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Union, which sum shall be forwarded to the Union. However, if by the end of the semester the employee or employees receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such employee services shall not be terminated until such time as such employees have either obtained a final decision as to the validity or legality of said discharge, or said employee or employees have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction.
9. The procedure in all cases of discharge for violation of Paragraph 8 shall be as follows:
 - a. The Union shall notify the employee of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
 - b. If the employee fails to comply, the Union shall file charges, in writing with the Board, and shall request termination of the employees employment. A registered letter from the Union's attorney will state steps the Board of Education is to take in compliance with this termination.
 - c. Upon receipt of said charges and request for termination, the Board or the Union upon request of the Board shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn.
 - d. Termination of services for non-compliance will be within 30 working days of receipt by the Board of such request.
10. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this clause. The Union further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its' agents.
 - b. The Union, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.

- c. The Union has the right to choose the legal counsel to defend any said suit or action.
- d. The Union shall have the right to compromise or settle any claim made against the Board under this section.

EFFECT OF AGREEMENT

11. Past Practice - It is not the intent of this agreement to alter or abolish any mutually acceptable practices not contrary to its terms. It is recognized, however, that changing financial conditions and new or differing modes of operation may necessitate changes in existing policy or establishment of new policy. The Union may request a special conference on such changes. If agreement cannot be reached; the Union may challenge the reasonableness or justification of changes directly effecting conditions of employment as established in the grievance procedure.
12. The term days as used in this agreement shall mean working days unless otherwise indicated.
13. Copies of this Agreement shall be printed at the expense of the Board and presented to the Union. The Union duty shall be to familiarize each employee with the provisions of the Contract.
14. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
15. Successor Employer: This agreement shall be binding upon the successors and assigns of the parties hereto for the duration of this agreement, and no provisions, terms or obligations herein contained shall be changed.

RESPONSIBILITIES AND RIGHTS

EMPLOYEE RIGHTS

16. The Union and its' members shall have the right upon proper request to use school building facilities at all reasonable hours for meetings. No employees shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Union and its' members.
17. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee as described in the recognition article, shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining negotiations, and other legal activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or

deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any non-teaching employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment specified by this contract.

18. In any negotiations described in the Section, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its' representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, subject only to such ultimate ratification.
19. In the event the salary schedule is re-opened for negotiations by either party, as provided in this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of employees by the Board.

MANAGEMENT RIGHTS

20. It is recognized by all parties hereto that the Board, on its' own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The rights and responsibilities exercised by the Board shall be in conformity with the provisions of this Agreement.

Non-Discrimination

Neither the Board, the Union nor its' agents, shall discriminate against the employee on the basis of race, creed, color, national origin, sex, age or marital status.

Absence From Job

21. An employee who will be absent from his job shall notify his supervisor as soon as feasible but preferably at least sixty (60) minutes prior to his beginning time.
22. If at any time the employee is going to be late, needs to leave for a part of the shift or needs to leave early, he must receive permission from his supervisor.

23. The Union agrees that it nor any of its' members shall cause, engage in, or sanction any strike, slow down or other concerted action that disrupts school services and/or the educational processes. The employer agrees not to lock out any of the employees as identified above nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other person (or other employee or union) who are not signatory to this Agreement, unless there is no work to be performed, (i.e.) teacher's strike could cause some personnel to be laid off.
24. The right of Contracting and Sub-contracting is vested in the Employer. This right shall not be used to erode the Union or discriminate against its recognized members. In no event will recognized employees be adversely affected by such contracting unless such employees are engaging in a strike.
25. The Employer is genuinely interested in maintaining maximum employment for all employees covered by this Agreement consistent with the needs of the School District. In making these determinations, the Employer intends to keep the interest of the employees and taxpayers in mind.

DEFINITION OF EMPLOYEES

26. A regular full time employee is an employee who works six (6) hours or more or drives four (4) or more runs a day. The distinction between full and part-time employees is made primarily for the purpose of crediting contracted benefits.
27. A regular part-time employee is an employee who works less than six (6) hours or drives less than four (4) runs a day. Part-time employees are members of the bargaining unit but are eligible for benefits as outlined in Section #30 only.
28. Substitute employees work on a day to day basis to replace absent employees for short periods of time.
29. Temporary employees are hired for short periods of time not to exceed ninety (90) days to perform extra or emergency work.
30. Temporary or substitute employees will not be considered as part of the bargaining unit except that substitute employees who substitute thirty (30) times or more in any six (6) month period will be eligible for membership for an additional six (6) months. Notwithstanding the Union security provision such membership shall be optional.

LEAVES OF ABSENCE

31. All leaves of absence are without pay unless otherwise specified.
32. All requests for leave of absence by all personnel must be in writing and filed at least thirty (30) days prior to the leave (except in an emergency) at the Board of Education Offices with the Superintendent of Schools or his designee.

33. Leaves of absence must be approved by the Superintendent of Schools or his designee.
34. Employees on leave of absence for other than military service will not receive years-of-service credit on the salary scale for the period of the leave.
35. Employees on leave of absence will not accumulate sick leave or seniority. Sick leave and seniority accumulated previous to the leave of absence will be credited upon return from the leave of absence.
36. When an employee has used all of his sick leave days, he shall request a leave of absence for the duration of his absence. If a leave of absence is not requested, a mandatory leave of absence may be granted until such time as the employee qualifies for re-employment.
37. An employee returning from a leave of absence for other than illness or maternity of more than thirty (30) calendar days shall be granted the next available position that he qualifies for. In the case of illness or maternity the time limit shall be six (6) months.
38. A one-year leave of absence granted to an employee shall normally not be extended. Each consecutive extended leave shall require approval by the Superintendent of Schools or his designee.
39. It is understood by all employees granted a leave of absence that beginning the first day of the next month (second month for illness) after the leave of absence is commenced that the employee shall make arrangements to pay for all fringe benefits he wishes to keep in effect.

Unauthorized Leave

40. Employees who are on unauthorized leave the day before or day after a holiday will forfeit all pay for said holiday.

TRANSFER, VACANCY, PROMOTION

41. All job openings shall be posted in each building on bulletin boards so as to properly notify any employees covered by the terms of this agreement of such job openings.
 - a. The notice shall remain on the board for ten (10) working days.
42. Interested employees shall apply for the job, in writing, to the appropriate supervisor within the ten (10) day period.
 - a. In the event these employees are not scheduled for work during the posting period, notice to such employees shall fulfill obligation to the above section.
 - b. A mailing to the last known address will be sufficient.

43. Openings shall be filled on a seniority basis; in the event the senior employee is denied the opening, the reasons will be submitted in writing by the Board upon the employee's request.
44. Changes in existing shifts or the addition of a shift will be the subject of a special conference.
45. Employees will be given ten (10) calendar days notice of such work change.
46. Employees will regularly be assigned those duties in his specific classification only. After twenty (20) consecutive days the employees who are regularly assigned duties in a higher classification shall be eligible for the higher classification rate and shall be eligible for re-classification to the higher position.

DISCHARGE AND DISCIPLINE

47. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature, i.e., oral counseling, written reprimands, suspensions and discharge.
48. Employee will be tendered a copy of any disciplinary action entered into his personnel file within three (3) days of the action taken.
49. The employer agrees upon assessing disciplinary action to any employee to promptly notify the steward.

GRIEVANCE

50. Special conferences shall be arranged upon the request of either party. Unless mutually agreed, no more than 2 representatives of either party shall be present.
51. Any non-teaching employee, group of non-teaching employees, who has alleged violations, misinterpretations, or unequal applications of the terms of this agreement or established policy, may process a grievance as herein after provided.
52. Any grievance relating to interpretations of Board policies shall not be carried beyond the Board of Education.
53. The Union shall designate in writing to management a steward representative from each group of employees represented and his alternate.
54. In the event that an employee, or group of employees, believes there is a basis for a grievance, he shall first discuss the alleged grievance with his Supervisor either personally or accompanied by his Union steward. Designated for this procedure are:
 - a. Supervisor of Cafeteria
 - b. Supervisor of Building, Grounds, and Transportation

55. If, as a result of the informal discussion with the Supervisor a grievance still exists, the formal grievance procedure may be invoked.
56. Within three (3) working days of the receipt of the grievance, the Supervisor shall meet with the Union steward in an effort to resolve the grievance. The Supervisor shall indicate his disposition of the grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union steward.
- 56a. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with written reasons for refusal of adjustment. Within five (5) school days the Superintendent or his designee shall meet with the Union steward on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Union.
57. If the Union is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting or eight school days from the date of filing with the Superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board with written reasons for refusal of adjustment. The Board not later than its' next official meeting or two (2) calendar weeks whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance, in writing by the Board shall be made no later than seven (7) calendar days after the next Board meeting. A copy of such disposition shall be furnished to the Union.
58. Automatic Grievance Adjustment: Any grievance which is not referred to the next step in the grievance procedure by the Union within five (5) school days of the date an adjustment is due, shall automatically be judged as adjusted and this specific incident shall not be subject to another grievance.
59. The Union may withdraw a grievance at anytime prior to the supervisor rendering his decision in writing without prejudice or precedent of another grievance.
60. If a decision of the Board is not satisfactory to the Union, the grievance may be submitted to the arbitration. An impartial arbitrator shall be selected by the parties, one Union and one Board member shall choose the arbitrator. If both parties cannot agree to an arbitrator then each party will select an arbitrator, neither of which have been a party to the specific grievance, and the two arbitrators will select a third arbitrator.
61. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this 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 or change salary scales.
 - c. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties.

- d. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board and its agents. 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.
- e. The cost of any arbitrator under this section shall be paid equally by the Board and the Union.
62. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance providing the union representative has an opportunity to be present after the grievance has been reduced to writing and the settlement is not inconsistent with the agreement.
63. The time limits specified herein shall be strictly adhered to and shall be waived only by mutual agreement or upon unusual and extenuating circumstances.
64. Claims for back pay: All grievances must be filed in writing within twelve (12) days from the time of the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) school days prior to the date a written grievance is filed. Exception will be made where the employee or the union failed to have knowledge of the violation occurring.
- a. 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 the period of the back pay.
- b. No decision in any one case shall require a retro-active wage adjustment in any other case unless other cases were filed and pending on the representation case.
65. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.
66. Any written agreement reached between the Board and the union is binding on all employees affected and cannot be changed by any individual.
67. When more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Superintendent's level, the parties may, by mutual agreement at that level, select one of the grievances as representative of that group. The remaining grievance shall then be held in abeyance at that level while the selected representative grievance is processed further in the grievance procedure.
68. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at the Superintendent's level.

69. If any employee from whom a grievance is sustained shall be found to have been unjustly discharged he shall be reinstated with full reimbursement of compensation lost. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its' equivalent in money shall be paid to him.

LAYOFF AND RECALL

70. An employee may be laid off by the employer in the manner herein provided when there is lack of work or lack of funds and a reduction in personnel is necessary. Lack of work includes cutbacks as a result of construction or new technology.
71. When layoffs are to be made, the employee with the least seniority in the classification and directly related classifications shall be laid off first.
- a. Directly related classifications are such as:
Cook - cook manager
Custodian - Matron
Maintenance- Building Supervisor - Grounds
 - b. Employees may filter downward in related classes in the event of layoff, seniority permitting, but not upward.
 - c. An employee who leaves his classification series for a different series will be afforded opportunity to bump back, in case of layoff seniority permitting, for a period of time equal to his service in such classification, providing he is qualified to fill the position.
72. Recalls will be made in reverse order of the above.

COOKS

73. Equipment: No kitchen power equipment will be used without a cook in attendance. This provision is not intended to prohibit the Cafeteria Supervisor from operating power equipment on an occasion where a cook would not normally be called in.
74. Pick Up Materials: Pick up and delivery of materials are not the responsibility of the cooks. In extenuating circumstances, where it is necessary for the cooks to pick up or deliver, hourly rate plus 10¢ per mile will be paid.
75. In the event a cook replaces a head cook for absences of one week or longer, the higher rate shall be paid consistent with seniority.
76. All materials and equipment required for the operation of the cafeteria will be furnished by the employer.
77. The term "cooks" as used herein refers to all bargaining unit cafeteria employees.

TRANSPORTATION

78. A run shall be defined as any number of trips either elementary or secondary, transfer or shuttle runs, which will take approximately the same time as the longest regular run.
79. Shuttle run - Those runs that pick up students at one building and transport them to another.
80. Extra runs -
 - a. Are athletic or field trips
 - b. If a driver returns home between the taking and the return of the group, then payment will be made only for the time that the driver is at the scheduled activity.
81. Run selection -
 - a. All runs will be grouped together for choosing routes
 - b. All runs will be awarded by going from top to bottom of the seniority list.
82. Extra trips -
 - a. All extra trips will be rotated. This schedule runs from September 1 to August 31.
83. A driver can drive as many runs or extra trips as feasible as long as they do not interfere with other regular runs.
84. Runs and extra trips shall be given on a seniority basis. Drivers may have up to two (2) trips before other drivers can take them. When they are the same they begin over from the top.
85. Drivers shall use their own bus whenever possible on extra trips. Responsibility for clean-up shall be left to the driver taking the trip.
86. Notice of extra runs or "open" runs shall be posted for a period of three (3) school days "whenever possible". They should be made in duplicate and will be made available to the union after authorization. A driver signing for the run must put the date and time and must sign while it is posted. The administration shall have the right to assign on a rotating basis any extra trips that have not been signed for.
87. After posting and assigning a run, the first day shall be a trial day. The run shall be subsequently posted the day after said trial day.
88. If an extra trip is signed for and authorized, the driver will be charged for the trip. In the case of illness an exception shall be made one time only.

89. A run shall be circled at least twenty four (24) hours before the run is scheduled, if possible.
90. Extra Trips - If a driver shows up for a trip when he has not been notified that it has been cancelled, he shall be paid the minimum rate. Notification of cancellation must occur four (4) hours prior to scheduled time, or one hour (1) if cancellation was beyond the control or knowledge of administration. During a school day notification of cancellation shall be posted on the bulletin board prior to 3:30 p.m. Drivers assigned trips on a given day must check this board for cancellations.
91. Any bus driver has the right to sign for any open runs. This shall be limited to two additional posting of runs before a substitute shall be assigned the open run. One additional signing can occur if a driver is changing from a two trip to a three trip run. Any run not filled by a seniority driver as a result of posting shall be reposted the following summer.
92. There shall be no bumping of runs except as provided in #93 and #95 below.
93. Sick leave shall be granted to employees. Runs shall be retained for a period of six (6) working months. Beyond this time, they would lose their run and their seniority would freeze. Any employee returning from a sick leave of longer than six (6) months, may, if no opening exists, bump the lowest seniority driver, seniority permitting. Employees on sick leave for longer than one (1) year lose all seniority.
94. Open and Temporary Run Openings - Runs that are to open for 2 (two) weeks or longer shall be offered to substitute drivers, that have attained seniority, on a seniority basis.
95. In the event the run of a seniority driver is eliminated, he shall be eligible to bump the lowest seniority driver with the amount of regular group runs closest to him at the time the cut back occurred. The bumped driver shall then be eligible to follow the same procedure.
96. Seniority will start either upon being assigned a regular run or after 30 days of actual driving. The probationary period shall extend 45 days beyond their seniority date.
97. Bus drivers must notify the administration one day prior to their return when returning from sickness or other days not worked, or they shall not be paid if a substitute has been hired for that day.
98. Any change of route, change of driver, or change in procedure per day or per year, may be made only by the Supervisor of buses or his designee. Changes shall be discussed with the driver and his recommendation shall be considered. This includes changes of bus stops or portions of runs, refusing to pick up any child or group of children on their runs without permission of their Supervisor.
99. Bus drivers must comply with requests made by supervisors for any materials written or otherwise for the operation of the school fleet.

100. Physical examination - Bus drivers shall receive up to \$15.00 for physical exams when receipts are turned in to the business office.
101. Written bus policies shall be provided each bus driver. Changes in policy shall be given to each driver as soon as possible.
- 101a. Orientation: Board will make effort to hold meeting one week before school starts.
102. No one other than a bus driver will drive any trips. He shall have a chauffer's license and an "Up to Date Bus Driver Education Card".
103. Extra trips may be posted as a group by season or by specific sport. In the event no driver signs the group trips, the extra trips will then be posted individually.
104. The general provisions of this contract shall apply to bus drivers except as specifically changed above.
105. Personal leaves may be granted to employees not to exceed sixty (60) days.

COMPENSATION

106. All hours over eight (8) per day or forty (40) per week will receive overtime rates. Authorized paid time off shall be considered as time worked.
107. Rate will be figured at time and one-half of the base hourly wage.
108. Monday is considered the first day of the week.
109. All overtime must be reported on sheets provided and turned in on the following day.
110. Except in case of emergencies, all overtime will be assigned according to seniority. (Subject to 112c.)
111. Overtime shall be paid for all work performed on Sunday unless it is part of the regular scheduled work week. Holiday premium shall be in addition to holiday pay. Holiday pay other than building-checks or emergency repair shall be double time. The regular work week shall be Monday through Friday inclusive, except by mutual agreement or if a new employee is informed at the time of hire he may be scheduled weekends.

In the event new and additional responsibilities necessitate scheduling on weekends and mutual agreement cannot be reached the lowest seniority employee in the affected classification shall be so assigned.

It is not the intent of this provision to provide for assigning an employee his normal duties or similar duties on weekends but to provide for new fields, such as swimming pool maintenance, which may necessitate an employee being assigned weekend duty.

112. Equalization of overtime hours -

- a. Equalization of overtime hours will be administered by the guidelines set forth herein.
- b. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work area. An up-to-date list showing overtime hours for all seniority employees will be posted periodically in each building.
- c. Whenever overtime is required within a classification, the person with the least number of hours in that classification within his building or work area will be called first and so on down the list within each building in an attempt to equalize the overtime hours.

113. Employees are covered by applicable Workmen Compensation laws.

114. When an employee is called for jury service, or is subpoenaed to serve as a witness in a court action involving the Board of Education, he shall give the Board of Education proper notice and the Board of Education will reimburse the employee for the difference between his regular pay and the amount he receives for court services. This section shall not apply to suits against the Board by or for the employee.

115. Voluntary Deductions -

- a. Michigan Education Association group insurance for hospitalization and loss of time.
- b. Blue Cross - Blue Shield
- c. Flint Teacher's Credit Union
- d. Union Dues
- e. U.S. Government Bonds
- f. Red Feather Contributions
- g. Annuities
- h. Other deductions as approved by the administration and union

116. SALARY SCHEDULE

Custodians & Grounds:

	<u>Beginning</u>	<u>90 Days</u>	<u>6 Months</u>	<u>1 Year</u>
September, 1972	\$3.44	\$3.51	\$3.58	\$3.71
March, 1973	\$3.51	\$3.58	\$3.65	\$3.78
September, 1973	\$3.62	\$3.69	\$3.76	\$3.87
March, 1974	\$3.69	\$3.76	\$3.83	\$3.97
September, 1974	\$3.87	\$3.95	\$4.02	\$4.17

Matron:

	<u>Beginning</u>	<u>90 Days</u>	<u>6 Months</u>	<u>1 Year</u>
September, 1972	\$2.68	\$2.78	\$2.83	\$2.99
March, 1973	\$2.73	\$2.84	\$2.94	\$3.05
September, 1973	\$2.81	\$2.93	\$3.03	\$3.14
March, 1974	\$2.87	\$2.98	\$3.09	\$3.20
September, 1974	\$3.01	\$3.13	\$3.24	\$3.36

Maintenance & Mechanic:

	<u>Beginning</u>	<u>90 Days</u>	<u>6 Months</u>	<u>1 Year</u>
September, 1972	\$3.65	\$3.75	\$3.85	\$4.12
March, 1973	\$3.72	\$3.82	\$3.93	\$4.20
September, 1973	\$3.83	\$3.93	\$4.05	\$4.33
March, 1974	\$3.91	\$4.01	\$4.13	\$4.41
September, 1974	\$4.11	\$4.21	\$4.34	\$4.63

Building Supervisors:

	<u>Beginning</u>	<u>90 Days</u>	<u>6 Months</u>	<u>1 Year</u>
September, 1972	\$3.58	\$3.69	\$3.78	\$4.04
March, 1973	\$3.65	\$3.76	\$3.85	\$4.12
September, 1973	\$3.76	\$3.87	\$3.97	\$4.24
March, 1974	\$3.83	\$3.95	\$4.04	\$4.33
September, 1974	\$4.02	\$4.15	\$4.24	\$4.55

Trainee:

September, 1972	\$2.83
March, 1973	\$2.89
September, 1973	\$2.98
March, 1974	\$3.03
September, 1974	\$3.18

FRINGE BENEFITS - CUSTODIANS, MATRONS, GROUNDS, MAINTENANCE,
BUILDING SUPERVISORS, MECHANICS, AND TRAINEES

117. Employed for 12 months, vacation is earned at the rate of 1/2 day per month, excluding July or August, until they reach two (2) full years of employment; 2-10 years, two (2) weeks with pay; over ten (10) years, three (3) weeks with pay. If an employee is laid off in good standing, he shall be granted earned vacation pay at the time of his leaving.
118. All vacations shall be scheduled during the last two weeks in June and the month of July. Requests for vacation at other times for special circumstances may be approved by the Superintendent.
119. Health Insurance: The Board shall provide at the employee's option either:
- Blue Cross - MVF-1 + riders IMB + OB + ML rider + D45NM + DCCR rider + Master Medical option 4.
 - M.E.A. Super-Med 2
120. Term Insurance: The Board shall provide Group Life Insurance protection in the amount of \$10,000 includes coverage under MESSA Super-Med 2, that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will be double the specified amount.
121. All sick leave shall be earned at the rate of (1) one day per working month, accumulative indefinitely two of which may be used as personal days each year but non-accumulative as personal days.
122. Holiday Pay:

All seniority employees employed during the following holidays will not be required to work and shall be paid for the day at their regular rate if school is not in session:

Labor Day	1
Thanksgiving	1
Christmas Eve	1/2
Christmas	1
New Years Eve	1/2
New Years	1
Good Friday	1
Memorial Day	1
Independence Day	1

123. The Board of Education shall provide prescription drug rider for Blue Cross subscribers beginning with the 1974-75 school year.

124. SALARY SCHEDULE - COOKS

	<u>Beginning 1st Year</u>	<u>2nd Year</u>	<u>Head Cooks</u>
September, 1972	\$2.16	\$2.37	\$2.58
March, 1973	\$2.21	\$2.42	\$2.63
September, 1973	\$2.28	\$2.49	\$2.71
March, 1974	\$2.32	\$2.54	\$2.76
September, 1974	\$2.44	\$2.67	\$2.90

132. Holidays
Cont'd:

- (1) Act of God days (maximum of two days)
- (2) Teacher record days
- (3) Thanksgiving
- (4) Good Friday
- (5) Memorial Day

133. Hospitalization:

The Board of Education shall provide beginning with the 1974-75 school year single subscription hospitalization coverage equivalent to existing plan for bus drivers not covered by another hospitalization plan.

DURATION OF AGREEMENT

134. The salaries of employees covered by this agreement are set forth in the salary schedule which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement provided that upon written notice to the other party prior to April 1st of every year of this agreement, either party may request the re-opening of negotiations of such salary and fringe benefits. The contract will continue until September 1, 1975, and be automatically renewed from year to year thereafter unless notice is given to amend or terminate it. In the event such notice is given this agreement will be extended until a new agreement is reached or either party gives thirty (30) days notice of termination. Such notice shall not be given prior to September 1, 1975.

135. This Agreement entered into this _____ day of _____ by and between the Board of Education of the Kearsley Community School District, Flint, Michigan, hereinafter called the "Board" and Local 1918, Chapter R affiliated with Council #29, and chartered by AFSC&ME, AFL-CIO hereinafter called the "Union".

Kearsley Board Of Education

Local 1918, Chapter R, Council #29,
AFSC&ME, AFL-CIO

President

President

Secretary

Maintenance

Chief Negotiator

Custodians

Bus Drivers

Cooks

Council 29 Representative