

4848

6/30/87

AGREEMENT

between

THE FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "BOARD"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL #547, 547A, 547B AND 547C, AFL-CIO

HEREINAFTER REFERRED TO AS THE "UNION"

1984 - 1987

Flushing Community Schools

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ARTICLE 1

PURPOSE

- (a) It is the general purpose of this Agreement to promote the mutual interests of the Board and its employees and to provide for the operation of the services provided by the Board under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.
- (b) The parties recognize that the interest of the employer and the job security of the employee depend upon the employer's success in maintaining proper service for the children of the school district.

ARTICLE 2

BARGAINING UNIT

The Board recognizes the Union as the exclusive bargaining representative for all full and regular part-time employees as listed in Schedules A, B, and C of this Agreement, but excluding all professional employees, supervisors and all other employees.

ARTICLE 3

DEFINITIONS

- (a) Regular Full-Time Employee: A regular full-time employee is one who is scheduled to work a minimum of forty (40) hours per week on a permanent basis.
- (b) Regular Part-Time Employee: A regular part-time employee is an employee working less than forty (40) hours per week on a permanent basis.
- (c) Probationary Employee: A probationary employee is one who has not completed the initial working days of employment as called for by the employee's classification.
- (d) Temporary Employee: An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees or permanent part-time employees during their absence or is hired for a job which is of limited duration (not to exceed thirty [30] calendar days),

vested in it by the laws and constitutions of the State of Michigan and the United States to manage and direct the Flushing Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.

- (b) The exercise of the legislative powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.
- (c) In the event that a seniority employee does not bid for additional hours (or bus runs), the administration shall have the right to assign such on a reverse seniority basis up to a total work week of forty (40) hours. Failure to accept additional hours (or bus runs) under these circumstances shall cause the employee to lose all insurance benefits under ARTICLE 24.

ARTICLE 5

RIGHTS OF THE UNION

1. VISITATION

- (a) Upon request to the appropriate representative of the employer and providing mutually acceptable arrangements can be made, officers or accredited representatives of the Union shall be admitted on to the employer's premises during working hours for purposes related to this Agreement.
- (b) During such visits the official of the Union may enter any areas relevant to the purpose of the visit providing such visit shall not disrupt orderly operations and further such visit shall not hinder the employee in the performance of his/her job duties. In the event that any privilege provided by this Section is abused, it may be withdrawn by the employer after the Union is given a reasonable opportunity to remedy the situation.

2. UNION REPRESENTATION

- (a) There may be one (1) Union Steward and alternate selected from the

- (b) It is agreed that all other notices prior to being posted shall be submitted to the Board for its approval.
- (c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Board shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.
- (d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Board, or the Board's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Board.
- (e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Board's premises other than as herein provided.
- (f) There shall be no solicitation or distribution of any kind by any person in work areas during work time without proper authorization from the Board.
- (g) The Board will remove from the bulletin board any materials which in the Board's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship.

ARTICLE 6

WAIVERS

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 9

TERMINATION AND MODIFICATION

- (a) The effective date of this Agreement is July 1, 1984.
- (b) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year-to-year thereafter subject to notice of termination by either party or ninety (90) days written notice prior to the current anniversary date of termination.
- (c) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227, and if to the employer addressed to the Superintendent, 522 North McKinley Road, Flushing, Michigan, 48433, or to any other such address the Union or employer may make available to each other.
- (e) This Agreement shall continue in full force and effect until midnight June 30, 1987.

ARTICLE 10

EMPLOYEE RESPONSIBILITIES - GENERAL

1. JOB DUTIES

An employee shall perform all duties of his/her position consistent with the job description for the position, supplemental verbal and/or written direction, and past practice not inconsistent with the current job description and/or supplemental verbal direction and/or written direction. The parties recognize that the great majority of daily job duties are so well known, or so inherent to the position, as not to require detailed written specification. A copy of current job descriptions shall be sent to all members of a seniority group and to the Union.

2. RESIGNATION

- (a) An employee shall provide written notice of the effective date of

- (c) During the probationary period an employee, if otherwise eligible, shall be entitled to hospitalization insurance coverage. Other insurance shall begin upon completion of the probationary period. Any pay for sick days, holidays or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. At that time, seniority shall be established from the first day of employment as a regular employee and any earned but unused sick days shall be credited.
- (d) Layoff and recall of employees shall be by job classification using the seniority dates listed in the appendices to this agreement.

An employee scheduled for layoff shall have the right to displace an employee with less seniority in a lower wage-rated classification in the same seniority group:

- (1. Custodial and maintenance; 2. Bus drivers;
- 3. School lunch employees).

The above procedures shall also be applied when it is necessary to reduce the number of employees in job classification(s) due to building closings, declining enrollment, financial constraints or any other reason, even though no layoff may result.

- (e) A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- (f) The order of recalling the laid off employee shall be in the reverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- (g) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive working days of receipt of such notice, and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this Agreement.

ARTICLE 12

CLASSIFICATIONS, ASSIGNMENTS, TRANSFERS, PROMOTIONS
CUSTODIAL/MAINTENANCE AND FOOD SERVICE EMPLOYEES

1. Definitions:
 - (a) Classification -- A position with a specific job title and description or a group of positions with a common job title and description.
 - (b) Promotion -- Permanent assignment to a classification with a greater rate of pay.
 - (c) Vacancy -- A bargaining unit position to which a bargaining unit employee has not yet been assigned.
 - (d) Upgrade -- Temporary assignment to a position in a classification with a greater rate of pay. (Two or more consecutive work days.)
 - (e) Seniority Group -- There shall be three (3) seniority groups within the bargaining unit. Custodial and maintenance workers shall constitute one seniority group. Bus drivers shall constitute a second seniority group. Food service workers shall constitute a third seniority group.
2. The employer agrees to establish a general written description for each classification. Such descriptions shall be reviewed annually (and updated when necessary) by the administration. Any changes in job description shall be reviewed with the Union prior to implementation.
3. Whenever a vacancy or new job occurs, the employer shall post a notice of same on its employee bulletin boards and invite employees to bid for the job. All such vacancies or new jobs shall be posted for five (5) working days.
4. Any employee within that seniority group desiring a posted job may present a written bid indicating a desire to be placed in the posted job and stating his/her qualifications for the job.
5. The administration shall review the written bids presented for a posted job, along with the demonstrated ability, background, work record (including attendance) and seniority of the bidders. The bidder with the best overall qualifications, demonstrated ability, background and work record (including attendance), as evaluated by the administration, shall be placed in the job. If all factors, on balance, are equal, the bidder with the greatest seniority shall be placed in the job.
6. It will be the policy of the employer to make promotions from within the ranks of employees, and only when qualified employees as determined

by the employer cannot be found in the ranks, or qualified employees will not accept the position, will the employer vary from this policy.

7. An employee may request, in writing, a transfer to an equated or lower job classification and this request will be duly considered by the Superintendent or his designee. When an employee is voluntarily assigned to a lower rated classification, he/she shall be paid the wage rate of that lower classification based on his/her seniority in the district.

8. An employee filling in for a higher classification absent employee on a temporary basis for more than one (1) consecutive working days shall receive the wage rate at the higher classification for the duration of the fill-in, beginning the second (2nd) day and retroactive to the first day. An employee filling in for a higher classification absent employee on a temporary basis for a single working day shall continue to receive his/her normal wage rate. This provision does not apply to laid off employees covered under ARTICLE 3(e).

9. New Jobs:

(a) When new jobs are placed in operation during the terms of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay rate as temporary. The employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Union may request in writing the employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving of the matter through the grievance procedure, the new classification shall be added to and become a part of this Agreement.

10. Supervisory Promotions:

(a) An employee promoted or transferred from a job classification in the

- (b) School Lunch Personnel shall have a one-half (1/2) hour lunch period without pay to be scheduled by the Board as close to the middle of the shift as possible. The rest periods for school Lunch Personnel may be used in lieu of a lunch period.
- (c) The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically arranged with the immediate supervisor to cover unusual occasions.

ARTICLE 14

DISCIPLINARY ACTION

- (a) It is recognized that any employee may be dismissed, suspended, or otherwise disciplined for just cause.
- (b) Below is a list of examples of just cause for dismissal, suspension, or other disciplinary measures. The list is not intended to be a complete or limiting list.
1. Fraud in securing employment.
 2. Incompetency or inefficiency in job performance.
 3. Stealing any item belonging to the school district, or stealing any item belonging to another person while on school property.
 4. Unexcused tardiness or absence from the job (including leaving early).
 5. Unauthorized extension of lunch periods or other breaks.
 6. Discourteous treatment of students, other school district employees or anyone visiting the school site.
 7. Insubordination.
 8. Inattention to or dereliction of duty.
 9. Falsifying records.
 10. Bring alcoholic beverages onto school property, drinking during working hours, coming to work under the influence of alcohol, or drunkenness.
 11. Addiction to the use of narcotics.
 12. Immoral conduct, or other conduct unbecoming a public employee.
 13. Conviction of a serious crime.
 14. Disregard of rules established by the employer and made generally known to the employee (including the provisions of this Agreement).
 15. Quitting without giving at least fourteen (14) days notice.
 16. Overstays leave of absence without prior approval.
 17. Engages in other employment during leave of absence without prior approval.
 18. Falsifies reason for leave request.

ARTICLE 15

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURES

FOR BARGAINING UNIT EMPLOYEES

Section 1 - Definitions

- (a) A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- (b) All grievances must be instituted within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days after such should reasonably have been known, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically close upon the basis of the last disposition.
- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee institutes his/her grievance within five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the employee will be promptly notified in writing of

grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to Arbitration.

- (b) The appealing party shall request the Michigan Employment Relations Commission to submit a list of five (5) persons to both parties. The representatives for the Board and the Union shall return the list of five (5) persons to the designated mailing address of the Michigan Employment Relations Commission within the specified time period as is furnished to the parties by the Michigan Employment Relations Commission. Each party, upon returning the listing of the potential arbitrators to the Michigan

Employment Relations Commission, shall indicate as to their individual preference of the arbitrator by numbering of said arbitrators one (1) through five (5). The Michigan Employment Relations Commission, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the arbitrator.

- (c) In the event that neither party returns the listing of arbitrators within the specified time period, the Michigan Employment Relations Commission shall assign one of the persons on the list as the arbitrator, or, in the event that one of the parties fails to return their listing within the specified time period, the Michigan Employment Relations Commission shall assign the arbitrator based on the top preference of the party who did return their listing within the specified time period. In either of these cases, both parties shall accept that person as the arbitrator. The arbitrator shall follow American Arbitration Association rules.
- (d) The arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
- (e) Each party shall be responsible for the expenses of the witnesses that they may call.
- (f) The arbitrator shall not have the jurisdiction to add to, to subtract from, or to modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties, or to interpret or rule upon questions of local, state or federal law.
- (g) The filing fees and the fees and expenses of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties.
- (h) The arbitrator shall render his decision in writing relative to the

- (b) The employee will be expected to notify the employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

Section 4 - Discipline of Students

Employees will be furnished written policies regarding student conduct problems. The employee shall follow such instructions and communicate all incidents immediately to the immediate supervisor. A copy of the Student Code of Conduct shall be furnished to the Union.

Section 5 - Mileage

The employer shall pay the prevailing district rate per mile to any employee requested and authorized by his/her immediate supervisor to use his/her personal vehicle for school business.

Section 6 - Physical Fitness Classes

A bargaining unit employee may participate in community education physical fitness classes without payment of fee, provided that there is room in said classes and the creation of additional classes is not required and no additional expense to the employer will result.

ARTICLE 18

AGENCY SHOP AND DUES CHECK OFF

Section 1

- (a) Any bargaining unit employee, whose classification is set forth in Schedule A of this Agreement, who is not a member of the Union or who does not apply for membership within thirty-one (31) calendar days of commencement of his/her employment or within thirty-one (31) calendar days of execution of this Agreement, whichever is later, shall, as a condition of employment, either join the Union, or pay an amount equivalent to the regular monthly dues uniformly required of members within thirty-one (31) calendar days of the commencement of their employment or within thirty-one (31) calendar days of the execution of this Agreement, whichever is later. Payroll deduction shall be available to all bargaining unit employees for the payment of dues and initiation fees for those employees electing to become members as the bargaining unit employee elects; however, any bargaining unit employee may elect to pay dues or service fees directly to the Union.
- (b) In the event that a bargaining unit employee shall fail to join the Union or pay service fees, the Union may, after written notice to the

all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for purpose of complying with any of the provisions of this Article.

Section 6

All sums deducted by the Board shall be remitted to International Union of Operating Engineers Local 547, at 13020 Puritan Avenue, Detroit, Michigan, 48227, not later than five (5) days after the deductible pay period.

Section 7

In the event the Union requests that the Board deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only from written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution: provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the employer prior to the deduction of the newly certified amounts.

Section 8

The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 9

The Union agrees that at no time will it solicit or collect monies of any kind on employer time.

Section 10

The Union shall promptly furnish the Board with a dues authorization card from each member in the bargaining unit who desires deductions.

Section 11

Employees hired, rehired, reinstated or transferred into the bargaining unit shall, within thirty-one (31) calendar days of the commencement of their employment within the bargaining unit, elect either to become a member of the Union or to pay the service fees and

- (b) An employee shall not claim any of the following days as a sick day, and no payment shall be made or requested for these days:
1. Holidays not worked.
 2. Days immediately preceding or following a scheduled vacation unless otherwise excused.
 3. Days immediately preceding or following leaves of absence unless otherwise excused.
- (c) Sick leave pay is granted only for absence legitimately due to sickness or accident of the employee. Sick pay shall also be granted for an employee's personal medical or dental appointment, provided that the doctor or dentist certified that the appointment cannot be scheduled at a time that does not conflict with the employee's work hours and that delay would be harmful. Any charge connected with such certification would be the responsibility of the employee.
- (d) Temporary employees and probationary employees are ineligible for sick leave pay.
- (e) On the date an employee's resignation becomes effective, all accumulated sick leave automatically shall be terminated and the payment of fifteen dollars (\$15.00) per day for each unused sick day shall be paid. Laid off employees shall have the option of being paid for all accumulated sick leave days up to seventy (70) days at this rate. The excess beyond the first seventy (70) days shall be paid at the rate of twenty dollars (\$20.00) per unused sick day.
- (f) Upon request of the employer, the employee shall supply a medical doctor's certificate that the employee is unable to work and the reason therefore. In such case, the employer shall pay for the office call to secure such certificate to the extent that the office call is not covered by insurance. If the employee visits a doctor voluntarily, without request of the employer, the office visit shall be at the expense of the employee, but the employee may still voluntarily submit such certificate.
- (g) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

ARTICLE 21

PERSONAL BUSINESS DAYS

All employees covered by this Agreement may use three (3) of their sick leave days per year for personal business days. Personal business means activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to outside of normal working hours. Personal business days are non-accumulative. Requests for a personal business day shall be made in writing at least twenty-four (24) hours in advance by the employee to

- (d) Automatic and immediate termination of the employee's employment by the Board, without recourse, shall occur as a result of the following:
1. Falsification by the employee of a leave of absence request or notification.
 2. Failure by the employee to return to work on the exact day scheduled, unless the employee furnishes proper justification to the Board for an extension.
 3. If the employee works for another employer during the leave, unless such employment is permitted by the provisions of this Agreement or by specific agreement of the Board on an individual case.
- (e) An employee on leave may not return to work prior to the expiration of the leave, unless agreed to by the Board.
- (f) An employee may return to his/her former job provided the leave does not exceed six (6) months. When an employee returns to work from a leave which exceeds six (6) months, he/she shall be employed on a job generally similar to that which he/she did last and at the prevailing rate of pay in accordance with his/her seniority.

Section 2 - Medical Leave

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to work and who has exhausted all accumulated sick leave credit, shall be granted an unpaid leave of absence for up to a thirty (30) day period renewable for good cause for no more than two (2), six (6) month extensions. To be eligible for such leave or extension, the employee must provide the Board with a certificate from a medical or osteopathic doctor of the necessity for such original absences and for each of the two extensions, as applicable.
- (b) At the expiration of either one of the two extensions, or both, for a six (6) month period only, the employee shall be given first rehire right to any open job in the classification from which he/she left for the leave, with restoration of seniority rights backdated to the date of the first six (6) month extension. If the employee is not rehired during this six (6) month period, his/her employment and seniority rights shall terminate.

Section - Family Illness

- (a) An unpaid leave of absence shall be granted an employee for a maximum of ten (10) work days to provide care and attendance to family members residing in the household of the employee.

shall each year be allowed one personal leave of absence without pay, to a maximum of ten (10) consecutive work days, non-accumulative from year to year, or shall be allowed two (2) personal leaves of absence without pay, to a maximum of eight (8) total work days, non-accumulative from year to year.

- (b) No more than two school lunch, bus driver or custodial employees and no more than one custodian/maintenance or one mechanic may be absent on personal leave at any one time.
- (c) Requests for personal leaves must be submitted to the immediate supervisor no later than twenty (20) calendar days in advance of the anticipated first day of leave. Written notification by the Board of approval or denial of the request shall be provided to the employee no later than five (5) working days after submission. In the event that more than two employees have requested to be on leave during the same period of time, the two most senior employees making the applications shall be granted their leaves.

Section 9 - Seniority

Seniority shall accumulate during any approved leave cited in this Article.

- (a) For all leaves cited in this Article, insurance benefits shall continue to be paid by the Board for thirty (30) calendar days and thereafter such payments will be discontinued, except that in the case of medical leave payments will continue for the balance of the school year.
- (b) Employees on leave who are not provided insurance benefits by the Board shall, at the option of the insurance carrier, be permitted to maintain their coverages by reimbursing the Board for the applicable entire premiums in advance monthly, provided, however, that such privilege shall cease upon termination of leave or employment, which occurs sooner.

ARTICLE 24

INSURANCE

Section 1 - Hospitalization and Major Medical Insurance Coverage for Employee, Dependent Spouse and Dependent Child(ren)

- (a) The Board shall provide, without cost to the employee, Blue Cross/ Blue Shield MVF-1 (with Master Medical 4 and IM, ML and \$2.00 prescription drug riders) hospitalization and major medical insurance coverage for employee members of the bargaining unit, their dependent spouses, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION.
- (b) Coverage will be provided if, and only if, the employee and/or dependent spouse and/or dependent child(ren) are not covered by any

Section 4 - Dental Insurance Coverage for Employee, Dependent Spouse, and Dependent Child(ren)

- (a) The Board shall provide, without cost to the employee, dental insurance at a level of benefits not less than Delta Plan D, (with sixty percent [60%] orthodontic rider) for employee members of the bargaining unit, their dependent spouses, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION. Effective January 1, 1983, dental coverage shall be increased to Plan E with 007 orthodontic rider.
- (b) Coverage will be provided if, and only if, the employee and/or dependent spouse and/or dependent child(ren) are not covered by any other dental plan either as an employee or as the dependent of an employee in or out of the school district.
- (c) Subsections (c) and (d) of Section 1 of the Article also apply to this Section.

Section 5 - Vision Insurance Coverage for Employee, Dependent Spouse and Dependent Child(ren)

- (a) The Board shall provide, without cost to the employee, vision insurance at a level of benefits not less than MESSA Plan I for employee members of the bargaining unit, their dependent spouse, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION. The benefit level shall be increased to not less than MESSA Intermediate Plan on January 1, 1985.
- (b) Coverage will be provided if, and only if, the employee and/or dependent spouse and/or dependent child(ren) are not covered by any other vision plan either as an employee or as the dependent of an employee in or out of the school district.
- (c) Subsections (c) and (d) of Section 1 also apply to this Section.

Section 6 - Pro-rations

The pro-ration provisions of ARTICLE 29 do not apply to this Article.

ARTICLE 25

HOLIDAY PAY

- (a) The following shall be considered as paid holidays for purposes of this Agreement:

New Year's Eve Day
New Year's Day
Memorial Day
July Fourth
Labor Day

Thanksgiving Day
The Day After Thanksgiving
Christmas Eve Day
Christmas Day
Good Friday

ARTICLE 26

VACATION PAY - CUSTODIAL AND MAINTENANCE EMPLOYEES

- (a) An employee may earn paid vacation time in accordance with the following schedule:

<u>Seniority</u>	<u>Hours/Days Paid (Straight time hours without any premium whatsoever)</u>	<u>Monthly rate of Earning</u>
0 - 4 years	80 hrs/10 days	5/6 day per month
4 - 9 years	120 hrs/15 days	1-1/4 days per month
9 or more years	160 hrs/20 days	1-2/3 days per month

- (b) An employee must be in pay status for three-fourths (3/4) of the scheduled work days of a calendar month in order to earn vacation/hours days for that calendar month.
- (c) Vacation earned during the calendar year June through May will be scheduled and taken during the immediate subsequent calendar year June through May. Vacation earned during the current calendar year may only be taken with special approval of the Personnel Director during the current year, but in no case shall exceed the amount earned to date. Earned vacation not taken in the immediate subsequent June through May calendar year may be carried forward to the next subsequent June through May calendar year or paid in lieu of time off at the exclusive choice of the Personnel Director.
- (d) Vacation requests will be made by employees for the subsequent June through May calendar year by April 1 of the current year. No more than thirty percent (30%) of the custodial and maintenance employees will be scheduled for vacation at any one time. When there is a conflict in requests, seniority shall prevail and the junior employee(s) shall submit new requests. In any event, no vacations shall be scheduled the week immediately prior to and the first week school is to be in session for students.
- (e) An employee scheduled for at least two (2) consecutive weeks of vacation may request that the money from his/her next pay be included in the last pay before his/her vacation is to begin. It is understood that such a request would have to be made at least three (3) weeks before his/her vacation is scheduled to begin and that the employee would not receive a check for one pay date falling within his/her vacation.
- (f) The Board shall have no obligation to permit an employee to tie a vacation to a leave of absence or other time off.

- (c) Unless a student make-up day is required to be scheduled by law, bus drivers and school lunch personnel shall receive their normal day's pay for any day declared to be an Act of Nature day.
- (d) Any employee refusing to work on days of inclement weather which are not declared Act of Nature days, or on Act of Nature days where it is required that he/she report for work, shall forfeit all pay for Act of Nature days or hours for the entire year and shall be charged with insubordination in accordance with the provisions of ARTICLE 14, Disciplinary Action, provided that any aggrieved employee may grieve the action taken by the employer. "Refusal to work" shall not include demonstrated inability to work with results in the application of sick or business leave provisions and procedures.

ARTICLE 29

BENEFITS

It is agreed between the parties that in the event that an employee works less than the established hours in his/her classification and is covered by this Agreement, he/she shall be entitled to a pro-rata portion of all of the benefits under this Agreement based on the hours the employee works for the employer provided he/she is otherwise eligible.

ARTICLE 30

SAVINGS

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement, and the parties may enter into collective bargaining upon request of either party as to that subject matter.

ARTICLE 31

BUS DRIVERS

Section 1 - Schedule and Assignments

- (a) At the beginning of each new school year, a driver will be returned to the run schedule he/she had at the end of the previous school year if all runs on that schedule still exist. If all runs on the previous school year's schedule do not exist, the driver will be assigned to a run schedule as close to the run schedule he/she had at the end of the previous school year as is possible from available runs for the new school year.

the basis of seniority (except that if special education runs are involved, only previously qualified drivers may bid). Posting shall be for three (3) working days. Only drivers with less seniority may bid. Any resultant vacancy thereafter would be filled by a call-back from layoff or a new driver if no call-back is possible.

Section 2 - Extra Driving

- (a) Extra driving is defined as a temporary driving assignment of a run or runs normally assigned to another driver.
- (b) Seniority employees who have indicated a desire to do extra driving shall have first opportunity before probationary, temporary or substitute drivers.
- (c) Extra driving assignments shall be distributed as equally as possible among those drivers who are qualified and available.
- (d) For equalizing purposes, when a driver does not accept extra driving when it is available, it is recorded as though the driver had driven, though without pay, and the driver's name will be moved to the bottom of the extra trip availability listing. A driver called back from layoff or a new driver shall be added to the bottom of the list and his/her hours will be equalized to the average number on the list.
- (e) The Director of Transportation, or his designee, shall maintain a yearly chart of extra driving which shall list all drivers and such chart shall be posted in the bus driver lounge.

Section 3 - Driver Licensing

Bus drivers shall obtain a Chauffeur's License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The difference in the cost between the Chauffeur's License and the regular driver's license shall be paid by the Board.

Section 4 - Health Requirement

- (a) It is required that bus drivers be given annual physical examinations by a physician selected and paid by the Board of Education. Any driver passing the physical examination shall be deemed to be capable of performing all duties normally assigned.
- (b) Should a health condition arise making it impossible for a driver to qualify for driving according to state statutes, such driver shall be placed on a medical leave in accordance with the provisions of Section 2 of ARTICLE 23.

Section 5 - Student Problem Time

A bus driver called by the administration to discuss a student problem will be paid for a minimum of one (1) hour during the interview time at the federal minimum hourly wage rate in effect at the time.

Section 9 - Kindergarten and Special Education Noon Runs

Kindergarten and special education noon runs shall be paid at the regular run rate according to years of service plus 10¢ a mile for each mile driven over twelve (12) miles on each run.

Section 10 - Shuttle Runs

A shuttle run shall consist of pick-up of students at one school for delivery to another school or schools.

Section 11 - Special Education and Skill Center Runs

Special Education and Skill Center runs shall be paid in accordance with Schedule B.

Section 12 - Extra Driver

Whenever an extra driver is needed on any run, regularly-employed bus drivers will be asked first and paid at their regular run pay rate.

Section 13 - Bus Overloads

The administration shall make appropriate adjustments in runs to relieve overload situations.

Section 14 - Uniform Allowance

Each bus driver shall receive an annual uniform reimbursement allowance of \$55.00 in 1985, \$65.00 in 1986 and \$75.00 in 1987 to be paid at the end of the first semester provided the employee was employed as of the beginning of that school year. From such an allowance, each driver will provide a jacket(s) on which the employer will have sewn Flushing Community Schools insignia. Jackets with Flushing Community Schools insignia will be worn by bus drivers while on duty.

Section 15 - New Jobs

The new jobs provisions indicated in ARTICLE 12, Section 9 shall also apply to bus drivers.

Section 16, - Work Week

No driver shall be assigned work beyond forty (40) hours in a single week unless all other drivers shall have had an opportunity to acquire forty (40) hours of work in the week first.

Section 17 - Miscellaneous

Bus drivers are expected to demonstrate proper respect and care to the public property in their custody and to encourage students to do

from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absences, weekend and holiday duty, absenteeism, employee request, temporary shortages of personnel and emergencies. No such deviations shall be considered a violation of this contract.

Section 2 - Work Year

The regular work year for custodians shall be twelve (12) calendar months.

Section 3

In situations involving overtime for night time school events in the junior and senior high schools, there will be no fewer than two (2) custodians on duty.

Section 4

Each custodian shall receive an annual clothing allowance of \$65.00 in 1985, \$75.00 in 1986 and \$85.00 in 1987 to be paid at the end of the first semester provided the custodian was employed as of the beginning of that school year.

ARTICLE 33

MECHANICS

Section 1 - Hours and Work Week

- (a) The work day for regular full time mechanics shall be eight (8) hours including lunch periods, with lunch periods to be scheduled at times consistent with the requirements of the respective job assignments. Mechanics shall not leave the buildings where they work for their personal needs unless permission has been granted in advance by the appropriate supervisor.
- (b) The work week for regular full time mechanics shall consist of five (5) days Monday through Friday and shall normally be of forty (40) hours duration.
- (c) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary and may unavoidably result from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absences, weekend and holiday duty, absenteeism, employee request, temporary shortages of personnel and emergencies. No such deviations shall be considered a violation of this contract.

Section 2 - Work Year

The regular work year for mechanics shall be twelve (12) calendar months.

(b) In addition to having the required seniority, an employee shall meet all the following qualifications in order to receive an annual longevity service award:

1. The employee must have worked at least seventy (70%) of the scheduled days for his/her classification during the immediately preceding twelve (12) months (December thru November).

NOTE: Paid time will be counted as days worked for this purpose.

(c) Annual longevity service awards shall be paid to qualified employees in the first pay in December, and such payment shall be considered as additional wages.

FLUSHING COMMUNITY SCHOOLS

SCHEDULE B

Bus Driver Wage Schedule

Rates are per Regular Run Seniority	Effective 7-1-84 thru 6-30-85	*Effective 7-1-85 thru 6-30-86	**Effective 7-1-86 thru 6-30-87
Bus Driver	\$7.33		
Probationary	6.44		

Special Situations	Effective 7-1-84 thru 6-30-85	*Effective 7-1-85 thru 6-30-86	**Effective 7-1-86 thru 6-30-87
Special Education Regular School Year A.M. & P.M. Runs (per day)	\$48.39		
Special Education Regular School Year Mid-Day Runs (per run to and from other district's programs).	7.33		
*Skill Center Students Transported both ways (round trip)	10.99		
**Skill Center Students Transported one way (round trip)	9.17		
Shuttle Run (per run)	2.92		
Field Trips (per hour)	4.95		

*Add \$1.00 for mail and/or package pick-up and/or delivery at Intermediate District Offices. (One run per day only.)

**Add \$1.00 for gate closing on fourth session return.

* SCHEDULES A, B and C (1985-86)

1985-86 Hourly Wage Rates shall be determined as follows:

1. 1984-85 wage rates shall be increased by two percent (2%).
2. The resulting wage rates shall then be increased by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (Detroit, Urban Wage Earners and Clerical Workers, All items) from December 1983 to December 1984. However, in no case shall this increase be less than a minimum of three percent (3%) or more than a maximum of five percent (5%).

**SCHEDULES A, B and C (1986-87)

1986-87 Hourly Wage Rates shall be determined as follows:

The finalized wage rates for 1985-86 shall be increased by a percentage to be negotiated and agreed upon by the parties.

ATTACHMENT II

Special Education Driver Qualifications as established October 14, 1974:

- A. Minimum of two (2) years seniority.
- B. Stamina - Common sense.
- C. Ability to accept the handicapped child as any other child.
- D. Knowledge of special equipment involved.
- E. Knowledge of disability areas - (physical, mental, emotional).
- F. Adapability to changing conditions and schedules.

APPENDIX B

BUS DRIVER SENIORITY

Bus drivers, employed or on layoff as of November 1, 1984, are determined to have the following seniority order with the seniority dates indicated.

1.	Mary Ryzak	10-01-59
2.	Julie Conley	9-07-64
3.	Phyllis Crandell	2-10-65
4.	Nancy Thompson	2-01-67
5.	Cecelia Crary	5-22-67
6.	Gretchen Davis	9-03-67
7.	Norma Walsh	9-05-67
8.	Rena Ocenasek	10-09-67
9.	Evelyn Osowski - 56	9-16-69
10.	Sally Mather	9-19-69
11.	Gloria Davis	1-17-70
12.	Sharon Johnson	9-21-69
13.	Judy Teeples	11-19-70
14.	Ruth Steele	11-30-70
15.	Dorothy Schonewetter	3-09-71
16.	Doris Woodruff 5-4	9-08-71
17.	Beverly King	10-07-71
18.	Caroline Lane	10-25-71
19.	Deanna Suski	1-17-72
20.	Marcia Reel	2-01-72
21.	Judy Lampley	3-07-72
22.	Viola Tenbusch	9-01-72
23.	Marilyn Micinski	9-27-72
24.	Joan Henderson	2-08-73
25.	Violet Labian	4-17-73
26.	RoseMary Wegher	9-20-73
27.	Judy Marshall	11-19-73
28.	Sue Jacobs	1-20-75
29.	Barbara Teeples	1-21-75
30.	Phyllis MacGillivray	8-12-75
31.	Bonnie Hudzik	1-07-76
32.	Frances Chojnowski	1-08-76
33.	Gaywood Monroe	12-09-77
34.	Dolores Purkey	1-23-78

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

FLUSHING COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547, AFL-CIO

President Board of Education

Philip Sclerof

Business Manager

Secretary Board of Education

Robert J. Jones

President

Chief Negotiator

Jennifer L. Kudlow

Recording-Corresponding Secretary