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AGREEMENT

Between

THE WATERSMEET SCHOOL DISTRICT

And

**THE WATERSMEET SCHOOL EMPLOYEES' CHAPTER
OF LOCAL #992,
Affiliated with Michigan Council #25
AFSCME, AFL-CIO**

Watersmeet Township School District

Effective Date: July 1, 1986

Expiration Date: June 30, 1989

Reopener Date: May 1, 1989

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AGREEMENT

This Agreement entered into on this 1st day of July, 1986, between the Watersmeet School Employees, Chapter of Local #992, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION") and the Watersmeet School District (hereinafter referred to as the "EMPLOYER").

NOTE: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE 1. RECOGNITION. (Employees Covered).

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all full time custodian and custodian- bus drivers of the Employer.

ARTICLE 2. AID TO OTHER UNIONS.

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

ARTICLE 3. UNION SECURITY (Agency Shop).

(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 or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.

(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 or pay a service fee equal to dues and initiation fees required for membership commencing sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, 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 or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtiety (60th) day following the beginning of their employment in the unit.

(d) Any employee who is not more than sixty (60) days in arrears will be considered to have conformed to the condition set forth above.

(e) The Union will notify both the employee and the Employer of such arrearage and the penalty thereof. If an employee fails to comply with the provisions set forth in paragraphs (a), (b), (c) and (d) above, within sixty (60) days of such written notice, he shall be discharged.

ARTICLE 4. DUES AND FEES CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee, all union membership dues, initiation fees and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form, as provided, by the Union. Said form shall be executed by the employee. The written authorization for union dues and fee deductions shall remain in full force and effect during the period of this and successive contracts.

(b) Dues and/or fees will be authorized, levied and certified in accordance with the constitution and by-laws of the local union. Each employee and the union hereby authorize the employer to rely upon and to honor certifications by the financial officer or a designated representative of Council 25, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or fees.

ARTICLE 5. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairperson. The Employees covered by this Agreement will be represented by one steward. This steward shall be elected by the work force he represents.

1. The Employer will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.
2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer at reasonable hours. The steward shall report to his immediate supervisor prior to leaving and upon return to his department.

ARTICLE 6. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be at a time and place mutually agreed upon by both parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least 15 minutes immediately preceding the conference.

ARTICLE 7. GRIEVANCE PROCEDURE.

In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days after its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the building principal.
- (c) If the matter is thereby not disposed of, within two (2) days, it will be submitted in written form by the steward to the Superintendent of Schools.
- (d) The Superintendent shall give his answer to the steward within two (2) working days of receipt of the grievance.

STEP 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Board of Education within two (2) working days after the Superintendent's response is due. The Board of Education shall respond to the steward in writing within ten (10) working days of receipt of the grievance.

STEP 3. (a) If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

- (b) In the event Council #25 wishes to carry the matter further, it shall within fifteen (15) calendar days from the date of the Employer's answer at Step 2 meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall within fifteen (15) days of the above meeting file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- (c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (e) A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar

issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

- (f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.
- (g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 8. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within fifteen (15) working days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 9. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE 10. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward 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 property of the Employer. 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 or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be presented in writing through the steward to the employer within two (2) regularly scheduled working days of the discharge. The employer will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter will be referred to the final step of the grievance procedure.

(d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 11. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

(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 Section 1 of this agreement, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 12. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, 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 membership with up-to-date copies wherever there is a change in employees' status.

ARTICLE 13. LOSS OF SENIORITY.

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

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this agreement.
- (c) He is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. 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 shall be referred to the final step of the grievance procedure.
- (d) If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 14. SHIFT PREFERENCE.

Shifts shall rotate every week. Employees will be allowed to double over in case of short-term absence.

ARTICLE 15. LAYOFF DEFINED.

(a) The word, "layoff" means a reduction in the work force.

(b) In the event it becomes necessary for a layoff the Employer shall meet with the proper union representatives at least three weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the names of employees scheduled for layoff. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

(d) Employees to be laid off will receive at least five (5) calendar days' advance notice of the layoff.

(e) During a layoff there shall be no scheduled overtime to absorb work regularly performed by a laid-off employee.

ARTICLE 16. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions will be made.

ARTICLE 17. JOB POSTING AND BIDDING PROCEDURES.

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

(c) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of higher classification.

ARTICLE 18. VETERANS. Reinstatement Of.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 19. ABSENCE FOR VETERANS.

(a) Employees will be reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 20. UNION BULLETIN BOARDS.

The Employer will provide a bulletin board in the janitor room.

ARTICLE 21. LEAVES OF ABSENCE.

(a) Leaves of absence without pay for periods not to exceed three (3) months, with exception of maternity leave, will be granted to permanent, full-time employees with at least one (1) year of seniority. Such leave may be renewed for a period of up to one (1) year.

1. Maternity Leave. A woman employee with at least one (1) year of seniority who becomes pregnant thereafter shall, upon request, be granted a leave of absence not to exceed twelve (12) months. The employer may require a doctor's statement concerning the expected date of delivery and whether it would be injurious to the woman's health to work. Providing that in her doctor's opinion she can safely and adequately perform her work during pregnancy, she shall in no event, remain at work beyond the seventh (7th) month of pregnancy.
2. Job related education leave up to three (3) months. Such leave may be renewed up to one (1) year.
3. Leave will be granted for prolonged illness in the immediate family, when living under the same roof as the employee, or when the employee has financial or supervisory responsibility for the relative. Such leave may not exceed three (3) months.

ARTICLE 22. RATES FOR NEW JOBS.

When a new job is created that is covered by this contract, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 23. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 24. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer is hereby established. This Committee shall consist of the stewards, and shall meet at least once a month with the Employer during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 25. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications.

ARTICLE 26. WORKMEN'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws.

ARTICLE 27. WORKING HOURS.

(a) The maximum regular full working day shall consist of forty (40) hours for full time employees as scheduled below. If in the opinion of the Board of Education and the Superintendent a change in the schedule is necessary on a permanent basis for the efficient operation of the school, they shall notify the Union of the change setting forth the reasons. The Union may within five (5) days request a conference on such change.

- (1) Morning Shift:
Monday thru Friday.....6:00 a.m. to 2:00 p.m.
- (2) Afternoon Shift:
Monday thru Thursday.....2:00 p.m. to 10:00 p.m.
Friday.....2:00 p.m. to 9:30 p.m.
Saturday.....15 minute check
Sunday morning check is worth 15 minutes.
- (3) Employees working 2nd shift shall receive a fifteen cent (15¢) per hour bonus.

These shifts to rotate on a weekly basis.

(b) Shifts during regularly scheduled school vacations are to run 7:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m. During the summer vacation, shifts are to be four 10-hour days and are to run 6:00 a.m. to 4:30 p.m., with one-half ($\frac{1}{2}$) hour unpaid lunch period. During this period, the following will be in effect. Sick leave or personal business day would be one day plus two hours. Any employee who does any work on Friday would be allowed to take that amount of time off the next week. Holiday would be regular eight hours' pay so Janitors would then put in four days at eight hours. Four 10-hour days of vacation will be considered as one week's vacation. One day of vacation would be one day plus two hours. Afternoon Janitor hours will be 10:00 a.m. to 6:00 p.m. when all sport activities are over as determined by the Administrator. If some activity should occur during this time, the afternoon shift Janitor will work the 2:00 p.m. to 10:00 p.m. shift during this activity.

(c) The starting and ending times of the janitor-bus driver shift will depend on the length of the bus route and will be determined by the Board of Education and the Superintendent or his representative. The combined bus driving and custodial duties will amount to eight (8) hours per day and five (5) days per week.

(d) A person punching in late shall lose pay on a quarter-hour basis. Example #1: Shift begins at 6:00. Employee punches in at 6:05. Loss of pay is 15 minutes' time. Example #2: Shift begins at 6:00. Employee punches in at 6:24. Loss of pay is 30 minutes time.

The same system of penalty shall be used for people punching out early.

Overtime shall be paid on the same basis. They shall notify the superintendent of such overtime at the beginning of their next shift.

(e) Custodians shall be allowed twenty (20) minutes off for lunch, included in their eight (8) hour work day on days when there are the two shifts working.

(f) Employees may take a coffee break on the first half and second half of their regular shift. However each coffee break shall not exceed ten (10) minutes duration and such coffee breaks shall be expressly understood to be taken on the premises of the Employer. Coffee breaks shall be taken between 9:00 a.m. and 9:30 a.m., and between 1:00 p.m. and 1:30 p.m. of the first shift; and between 3:00 and 3:30 p.m. and 8:00 and 8:30 p.m. of the second shift.

(g) The Employer shall provide a vehicle for picking up supplies or materials or the supplies or materials will be brought to the school. The parties agree that the Employer does not have to have a vehicle available at all times.

(h) A duty roster shift schedule and check list will be made and followed. This schedule and check list to be made out and agreed upon by the Superintendent and Head Custodian.

ARTICLE 28. SICK LEAVE.

(a) All employees covered by this agreement shall accumulate twelve (12) sick leave days per year, cumulative to 120 days. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Proof of illness, signed by a physician, shall be presented by the employee upon returning, covering absences for personal illness extending beyond two (2) days.

(b) Any person who is covered by this contract and employed in this district for a minimum of ten (10) years shall receive, upon retirement from this school district, compensation for each unused sick leave day to a maximum of one hundred twenty (120) days. Compensation shall be figured by taking .05% (.0005 when multiplying) of the employee's highest annual salary and multiplying.

(c) Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation or off-duty periods shall not be covered.

(d) Employees shall be allowed to use sick leave for the purpose of taking a member of his or her immediate family to the doctor or hospital because of serious illness. Immediate family shall be defined to mean husband, wife, children, father, mother, sister and brother, regardless of residence. It may also be construed to mean any other relative member of the family unit living in the same household, no matter what the degree of relationship.

(e) The Superintendent has the right to have an employee bring in a slip signed by the Doctor or Dentist stating what time the appointment was for and what time the appointment ended.

ARTICLE 29. FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half ($\frac{1}{2}$) funeral leave day with pay, to be deducted from sick leave. Employees on duty shall be allowed one (1) funeral leave day to attend funeral of an employee of the School District.

ARTICLE 30. TIME AND ONE-HALF AND DOUBLE TIME.

Time and one-half will be paid as follows: (1) for all hours over eight (8) in one day; (2) for all hours over forty (40) in one week; and (3) for all hours worked on holidays that are defined in this agreement in addition to holiday pay.

ARTICLE 31. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day (December 24), Christmas Day, and Good Friday. Employees will be paid their current rate based on their regular work day for said holidays no matter what day it follows, even if employees are scheduled off.

(b) Holiday benefits do not accrue to an employee who is scheduled to work, but who is absent from work without supervisory approval either the day before or the day after a recognized holiday.

(c) If any of the paid holidays fall on a Saturday, Friday shall be the holiday. If any of the paid holidays fall on Sunday, Monday shall be the holiday.

ARTICLE 32. VACATION ELIGIBILITY.

An employee will earn credits towards vacation with pay in accordance with the following schedule:

1 through 3 years.....	1 week's vacation
4 through 7 years.....	2 weeks' vacation
8 through 14 years.....	3 weeks' vacation
15 years and over.....	4 weeks' vacation

ARTICLE 33. VACATION PERIOD.

(a) Vacations will be granted during the summer vacation, up to one (1) week prior to start of school, considering the wishes of the employees providing that no more than one is off at a time.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived or accumulated by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during this vacaiton, his vacation will be rescheduled. In the event his incapacity continues thourgh the year, he will be awarded payment in lieu of vacation. The Employer in such case may requirie a physician's certificate.

(e) When school is closed for deer season, all employees shall be allowed the days off. These days shall be deducted from the accrued vacation days. Employees with only one (1) week of vacation shall have these days deducted from personal leave days. In the event of school activities during this period, the employee normally scheduled for that day would report for work, at straight time, and the deduction from vacation or personal leave shall be reduced by the number of hours worked during the activity. The employee shall be required to report for work two (2) hours prior to the time of the activity.

ARTICLE 34. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 35. HOSPITALIZATION MEDICAL COVERAGE.

(a) The Employer shall provide the MESSA Super Med II hospitalization program. The Employer shall pay the full cost of the premium for the term of this Agreement. This is for hospitalization insurance only.

(b) The Employer shall provide a fully paid MESSA Delta Dental Plan of Michigan for the term of the contract. This is Plan E with Ortho Rider 007.

(c) The Employer shall provide a fully paid Vision insurance. This plan is MESSA V.S.P. III.

ARTICLE 34. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 37. CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this Agreement the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit. For the purpose of snow plowing around the school, this Article shall not be applicable and the work can be contracted out.

ARTICLE 38. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

ARTICLE 39. WORK PERFORMED BY SUPERVISORS.

Supervisory employees, or non-bargaining unit members shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

ARTICLE 40. MANAGEMENT RIGHTS CLAUSE.

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while on duty.
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote all such employees.

Rights limited only by this Agreement:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adopting of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

No restrictions of Board's Authority:

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to the Employer.

ARTICLE 41. APPENDICES.

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

- Appendix A - Pensions
- Appendix B - Classifications and Rates.

ARTICLE 42. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until June 30, 1989.

(a) If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) 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.

(e) Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to Watersmeet Schools, Watersmeet, MI 49969; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 43. PERSONAL BUSINESS.

Absence without loss of salary for a period of three (3) days for emergencies, such as sudden or unexpected happening demanding immediate attention. These three (3) days are not accumulative and are not charged to the cumulative reserve. The employee will be asked to explain the reason for any personal business leave requested for a work day immediately before or after a holiday, weekend, or vacation period; and reasonable restrictions may be imposed on personal leave on such days. Flagrant violations of this agreement would be cause for negotiations toward cancellation of the privilege of personal leaves. These three (3) personal leave days shall not be taken in the same week, except in emergency situations approved by the superintendent.

ARTICLE 44. EFFECTIVE DATE.

This Agreement shall become effective July 1, 1986.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Alger May
Paul Morse
Robert J. Raffalli

FOR THE EMPLOYER:

Jerry W. Caudill
Ralph Brunell
Robert R. Jensen

APPENDIX A
PENSIONS

The pension provisions now in effect for employees covered by this agreement shall be continued. The Employer shall pay the full cost of State Retirement.

APPENDIX B
CLASSIFICATIONS AND RATES

	<u>7-1-86</u>	<u>7-1-87</u>	<u>7-1-88</u>
Custodian I	8.97	9.37	9.72
Custodian II	8.83	9.23	9.58
Custodian/Bus Driver	8.49	8.89	9.24

Probationary rate shall be .75 per hour less than the regular rate.
First and second year rate shall be .50 per hour less than the regular rate.
Third year rate shall be .25 per hour less than the regular rate.