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6/30/98

SECRETARY-CLERK AGREEMENT

between the
Flushing Community Schools
and the
**International Union of
Operating Engineers**

1995 - 1998

Flushing Community Schools

SECRETARY - CLERK

AGREEMENT

between

FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "BOARD"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL #547, 547A, 547B, 547C, 547E and 547H

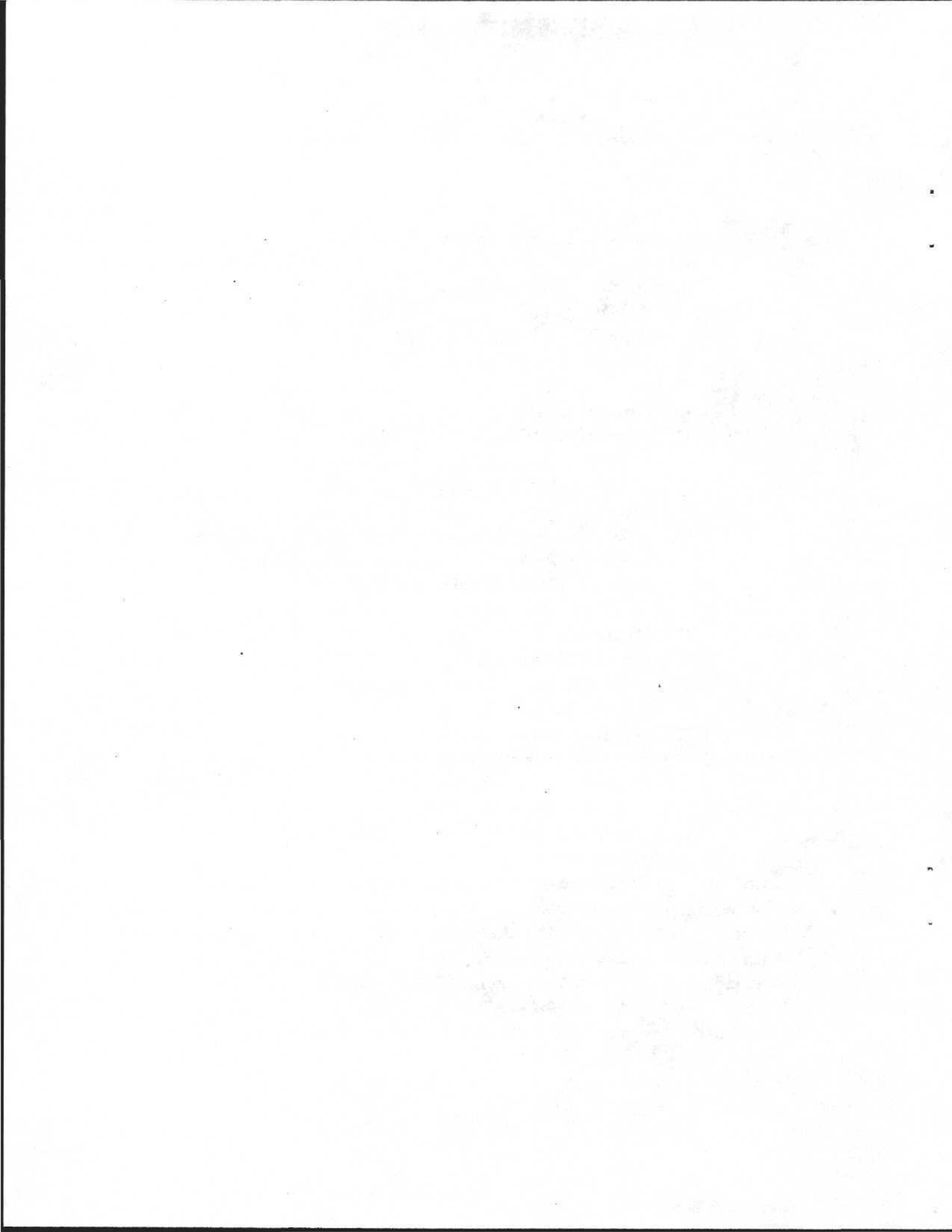
AFL-CIO

HEREINAFTER REFERRED TO AS THE "UNION"

1995 - 1998

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ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the Employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

UNION RECOGNITION,

AGENCY SHOP and DUES CHECK OFF

Section 1 - Union Recognition

- (a) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include all Office Clerical, Secretarial Employees and Media Secretaries, but excluding Confidential Employees, Supervisors and all other Employees.

Section 2 - Agency

- (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 ratification of this Agreement by the parties, 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 his/her 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 delinquent bargaining unit employee,

institute suit for the collection of the dues or service fees delinquency. Upon the Union's filing the civil suit to collect the dues or service fees and upon notification of the employer, the employer shall petition the Court to intervene and participate in the suit as a plaintiff to insure the proper and adequate effectuation of the terms and conditions of this Agreement as set forth in Paragraph (a).

- (c) The employer agrees that, upon hiring any new employee who is covered by this Agreement, the employer shall notify the appropriate Union Steward in writing of the name, date of hire, Social Security Number, classification and job location of the new employee.

Section 3 - Check-off

During the life of this Agreement, the Board will deduct current uniform dues or service fees provided that at the time of such deduction there is in the possession of the Board a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment E."

Section 4

The Board will deduct current uniform dues or service fees from the pay of employees for the 2nd pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of new employee, such dues or service fees shall be deducted from the immediate subsequent pay period.

Section 5

The Board will deduct from the pay of employees in any month only the dues or service fees incurred while an employee has been in the employ of the Board and only such amounts becoming due and payable in such month.

Section 6

- (a) The Union shall advise the Board in writing each year what the amount of monthly or yearly dues or service fees is to be of the bargaining unit employees or changes therein. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (b) The Union shall indemnify and save the Board harmless against any and all claims, demand, 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 7

All sums deducted by the Board shall be remitted to International Union of Operating Engineers Local 547, at 24270 West Seven Mile Road, Detroit, Michigan, 48219, not later than five (5) days after the deductible pay period.

Section 8

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 upon 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 9

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 10

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

Section 11

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

Section 12

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 members of the Union or to pay the service fees and said employee will determine either to authorize payroll deduction by executing the same type form set forth in Attachment E or to pay the dues or service fees directly to the Union. An employee shall be deemed to have met the conditions of this Article provided the employee is not more than sixty (60) days in arrears of payment of dues or service fees.

ARTICLE 3

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and Local Laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE 4

VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

ARTICLE 5

STEWARDS

- (a) The employees may be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- (b) Reasonable arrangement will be made to allow the Chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, upon arrangements being made with the Steward's immediate supervisor.
- (c) During the Chief and Alternate Steward's term of office, they shall be deemed to head the seniority list for the purposes of layoff and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

ARTICLE 6

RIGHTS OF THE BOARD

- (a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself

without limitations, all powers, rights, authority, duties and responsibilities conferred upon and 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.

ARTICLE 7

SAFETY PRACTICES

- (a) The employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (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.

ARTICLE 8

JURISDICTION - CONTRACTING

The district shall not contract, sub-contract, use or assign non-unit employees to displace or reduce the hours of unit employees in any present location or any future locations.

ARTICLE 9

SENIORITY

- (a) A newly hired employee shall be on a probationary status for sixty (60) calendar days, taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) calendar days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union. Probationary employees who are absent on scheduled

work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent or equal to the number of days that the job was not operative, and such employee shall not have completed the probationary period until these additional days have been worked.

- (b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to first day of employment.
- (c) In the event that the Board determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off, recalled or demoted according to their bargaining unit seniority in the classification being reduced. An employee scheduled for layoff shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.
- (d) An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee retires.
- (e) Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit in the event that the employee vacates such position outside of the bargaining unit.

ARTICLE 10

PROMOTIONS and TRANSFERS

- (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.
- (b) An employee who is employed for less than twelve (12) months each year and who desires to be placed in another job or

classification, shall make such request in writing to the Board Office, in which the applying employee shall indicate the specific job or classification that he/she wishes to be placed in. There shall be four (4) copies of such application made, with one (1) copy to be maintained by the Board Office, one (1) copy given to the applicant, one (1) copy furnished to the Chief Steward, and one (1) copy furnished to the Business Representative.

- (c) Within one pay period of the date of vacancy or the establishment of a new position and school is not in session, the Board shall notify each employee who works less than twelve (12) months, and for whom the Board has a job change request on file. Such notification by the Board shall be in writing, and shall be sent by Certified Mail to the given mailing address of each of these employees.
- (d) Any employee who is employed during that period of the year, and who desires such position, shall make written application for the new position or vacancy. Any employee who is not employed during that period, but has his/her written application on file for such position or vacancy, shall reply to the Board by Certified Mail as to his/her desire of being placed in that vacancy or new position. All such replies shall be within either five (5) working days from the date the position is posted, or within five (5) working days from the date the employee receives written notification of such vacancy.
- (e) The Board shall honor all such requests, to the extent that all applicants shall be given a personal interview by the Building Administrator or Supervisor before the vacancy is awarded to any employee. The Building Administrator shall consider the seniority of all of the applicants along with all other factors. In the event that the Building Administrator or Supervisor determines to place a less senior employee in the open position, the Building Administrator or Supervisor and the Director of Operations, Personnel and Labor Relations shall, upon request, personally meet with any more senior employee(s) who were not awarded the job, and review with any such employee(s) the reason or reasons as to why a more senior employee was not awarded the position.
- (f) The employee who is awarded the position will be given a trial period not to exceed thirty (30) working days within which to qualify for the job at the employee's present rate of pay. In the event the employee successfully completes the thirty (30) working days probationary period, the employee shall be paid the rate of pay for the new position retroactive to the date the employee was placed in the position during such probationary period. When possible and to the degree deemed necessary, the employer will arrange for a reasonable period of transition training by the employee vacating the position or an employee familiar with

the job responsibilities. However, the employer and the Union can mutually agree that no training is necessary in a particular case.

- (g) The new or vacant job notice shall contain the following:
1. Type of work
 2. Job location
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Classification
 7. Preferred Qualifications
- (h) Bargaining unit employees may participate in Community Education Classes to refresh and/or upgrade their clerical skills and/or improve their physical fitness, without payment of fees, provided there is room in said classes and provided that the creation of additional classes is not required.

Temporary Vacancies

- (a) The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job for a temporary period of time, after the present employees within the same classification who are working less hours have first been given the opportunity to increase their hours, and such temporary employee shall not be covered by this Agreement. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to his/her regular work assignment. In the event that it is determined that the regular employee will not be returning to his/her regular job, that position will then be considered to be vacant and will be filled as specified under the terms of this Article.
- (b) Any employee temporarily transferred from his/her classification to another classification within the bargaining unit, shall either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.
- (c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond

the (30) calendar days time period, the position shall then be considered to be an open position and posted for bidding from interested employees.

- (d) In the event an employee is temporarily assigned to perform normal work duties of a higher classification employee in the same building as a result of a short-term absence, that employee shall receive the higher classification pay (based on their years of salary credit) beginning the second (2nd) day and retroactive to the first (1st) 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.

ARTICLE 11

NEW JOBS

- (a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. Upon the institution of such job, the Board shall notify the Union in writing of any such temporary job which has been placed into effect.
- (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 period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. 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 a 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 final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12

DISCIPLINE-DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the

employee in writing. The employee shall have the right to defend himself/herself against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the occurrence of the conditions giving rise to the action, or within ten (10) working days of the date it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willfull violation of agreed upon Board's rules.

ARTICLE 13

LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is noncompensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for one (1) year which may be extended by the Board, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from a medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Board.
- (b) Leaves of absence for up to thirty (30) days shall be granted for an employee's physical or mental illness or prolonged serious illness in the employee's immediate family which includes husband, wife, children or parents living in the same household.
- (c) Upon approval of the Board, leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (e) Leaves of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling his/her annual field training obligations, or ordered to active duty for the purpose of handling an emergency situation, providing such em-

ployees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

- (f) Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.
- (g) All reasons for leaves of absence shall be in writing, stating the reason for the request, and the approximate length of leave requested, with a copy sent to the Union.
- (h) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and shall retain all seniority accumulated prior to such leave, with the exception of leaves set forth in Paragraph (a) of this Article, in which case the employee shall accumulate seniority. Upon completion of all leaves, the employee shall be entitled to resume regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

ARTICLE 14

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURE

Definitions

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- (c) The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- (d) Any employee or Union grievance shall be instituted through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance. Any situation presented for adjustment outside the time limits specified shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- (a) Any employee having a grievance shall discuss the grievance with his immediate supervisor. If the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- (b) The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the facts upon which the grievance is based and the alleged contract violation and remedy or correction requested. The employee and the Chief Steward shall sign the grievance.

STEP TWO

- (a) The immediate supervisor, within two (2) working days of receipt of the written grievance, shall meet with the Chief Steward to discuss the grievance.
- (b) The immediate supervisor shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward and the grievant.

STEP THREE

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing within five (5) working days from STEP TWO above to the Superintendent's designee, stating the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- (b) Within five (5) working days of its written submission to the Superintendent's designee, the Business Representative of the Union shall meet with the Superintendent's designee, the Chief Steward and the grievant to discuss the grievance.
- (c) Within five (5) working days of the meeting with the Business Representative of the Union, the Superintendent's designee shall give his decision in writing.

STEP FOUR

- (a) Any appeal of a decision rendered by the Superintendent's designee shall be presented in writing to the Superintendent of Schools within five (5) working days of the date of receipt of the decision rendered by the Superintendent's designee.
- (b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent's designee was not satisfactory.
- (c) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to

them, but no later than ten (10) calendar days following receipt of the appeal.

- (d) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

STEP FIVE

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent 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 (MERC) to submit a list of five (5) persons to both parties. The representatives of 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 its listing within the specified time period. In either of these cases, both parties shall accept that person as Arbitrator.
- (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 it 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 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 grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (i) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union. Either party shall have the right to enter the decision of the Arbitrator in a court of competent jurisdiction in the event the decision of the Arbitrator is in direct conflict with the express term of this Agreement.

ARTICLE 15

HOURS and WORK WEEK

Section 1

- (a) The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- (b) The normal work day shall be eight and one-half (8-1/2) consecutive hours, which shall include a duty-free one-half (1/2) hour unpaid lunch period.

Section 2 - Overtime Rates Will Be Paid As Follows:

- (a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period or for all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.
- (b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday.
- (c) Unless mutually agreed otherwise, no employee will be required to take time off from their regular schedule, or have their hours reduced as a result of having to report to work prior to the employee's established starting time, or because the employee worked over eight (8) hours in a work day.

Section 3 - Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Section 4 - Call Back

Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of four (4) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 5 - Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within the building, and within classification, and among those employees who regularly perform such work.

Section 6 - Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period for each four (4) hours worked per day. The Board shall designate an area within the vicinity of the employee's work area in which the employee may take such rest and lunch periods.

ARTICLE 16

SICK LEAVE and FUNERAL LEAVE

Section 1 - Sick Leave

- (a) Each employee covered by this Agreement shall accumulate sick leave in an individual single sick leave bank, with no limit on the maximum accumulation, with such sick leave days to be accumulated as follows:
1. Twelve (12) month employees - twelve (12) days per year
 2. Ten (10) month employees - ten (10) days per year
- (b) Each employee covered by this Agreement will be credited with the proper amount of sick leave days at the beginning of each school year. Any employee who uses more days during the year than the number of sick leave days earned at this

rate, shall have this amount deducted from the employee's final salary check, or the employee will return the money due to the District.

- (c) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury.
- (d) An employee who is unable to perform his/her duties because of illness or disability, shall notify his/her supervisor of that fact before the start of the work day. If an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- (e) Upon separation or retirement the employee shall be paid at the rate of \$39.00 per day for all of the employee's accumulated sick leave days up to seventy (70) days. The excess beyond the first seventy (70) such days shall be paid at the rate of \$44.00 per day.
- (f) Records of sick leave accumulated and taken shall be maintained on the employee's bi-weekly pay check.

Section 2 - Funeral Leave

- (a) When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, child, step-children, brother, sister, spouse's mother, spouse's father, grandchild, son-in-law, or daughter-in-law, the employee upon request will be excused for three (3) regularly scheduled working days immediately following the date of death, providing he/she attends the funeral. When death occurs to the grandparent of the employee or in the family of the employee's spouse, i.e., the spouse's brother or sister, grandparent, the employee upon request will be excused for one (1) regularly scheduled working day which will usually be the day of the funeral providing he/she attends.
- (b) Additional time may be granted at the discretion of the administration, upon request by the employee and charged to the employee's allowable sick leave.

Section 3 - Personal Business Days

Each employee covered by this Agreement shall be granted three (3) personal business days per year with pay, deductible from sick leave. Prior arrangements are to be made for such days whenever possible. Employees may use personal business days for attendance at funerals of relatives or friends not provided for in the funeral leave section.

ARTICLE 17

HOLIDAYS

- (a) Paid holidays will be as follows:

July 4 - 52 week secretaries in pay status

Labor Day

Thanksgiving and the Friday after

Christmas and New Year's Break (all days when school is not in session)

Good Friday

Spring Vacation (all days when school is not in session)

Memorial Day

Note: In the event school is not in session and teachers are not working on the Friday afternoon preceding Labor Day and/or a Mid-winter Break date(s), it is intended that secretaries will have paid holidays.

- (b) An employee may not be required to work on a day indicated to be a paid holiday. However, if an employee is requested to work on a day indicated to be a paid holiday, and the employee does work, the employee shall be paid regular holiday pay plus time and one-half for all hours worked.
- (c) An employee must be in pay status (working or paid leave) the work day immediately before and the work day immediately following a paid holiday in order to qualify for holiday pay.

ARTICLE 18

VACATIONS

- (a) A 52 week secretary shall accumulate a vacation day for each calendar month in which she/he is in pay status for at least three-fourths (3/4) of the working days of the calendar month to a maximum of twelve (12) days per year. Maximum total accumulation shall not exceed twenty-four (24) days at any time.
- (b) Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operation of the school system. Insofar as it is possible, vacations shall be scheduled at a time satisfactory to the employee. No reasonable request for vacation time shall be denied. Notification shall be given to the employee of the status of the vacation request within five (5) work days after the request is submitted.

- (c) An employee who terminates employment or is placed on leave shall be paid for any unused accumulated vacation days at her/his current wage rate.
- (d) Secretaries in less than 52 week positions shall not accumulate vacation days while serving in those positions.

ARTICLE 19

INSURANCE PROTECTION

Section 1 - Hospitalization Insurance

The Board shall pay the total cost of the MEBS Blue Cross/Blue Shield Galaxy 3-Star, \$5NPA RX (\$50/\$100 Deductible) health insurance for the employee and the employee's dependents, provided the employee is not a dependent covered by other group health insurance or, internally, is not a dependent covered by a health insurance program provided by the Board.

Section 2 - Life Insurance

The Board shall pay the total premium for a \$25,000 group term life insurance policy for each employee covered by this Agreement.

Section 3 - Dental Insurance

The Board shall pay the full cost of a dental insurance plan for each employee covered by this agreement, with such plan to cover the employee and the employee's dependents, provided the employee does not have coverage as a dependent on another group dental insurance program, or internally, as a dependent on a dental insurance program provided by the Board.

Benefits shall be as follows:

80% basic, 80% prosthodontic, 80% orthodontic

Section 4 - Vision Care

The Board shall pay the full cost of a vision insurance plan for each employee covered by this Agreement, with such plan to cover the employee and the employee's dependents, provided the employee does not have coverage as a dependent on another group vision insurance program, or internally, as a dependent on a vision insurance program provided by the Board.

Benefits shall be in accordance with MESSA Vision Plan VSP-2.

Section 5 - Long Term Disability Protection

- (a) The Board shall pay the full cost of a long term disability insurance plan for each employee covered by this Agreement, with such benefits to be payable upon the 91st calendar day of disability at 66-2/3% of the employee's salary.
- (b) When the employee becomes eligible for the long term disability insurance, any accumulated sick leave days the employee has earned will be frozen for the duration of the disability period, and the employee shall be paid through the insurance program.

Section 6 - Payment of Premiums

All allowable benefits which are provided under this Article shall be paid by the Board for the full twelve (12) months each year for each employee covered by this Agreement.

ARTICLE 20

GENERAL

Section 1 - Tax Sheltered Annuities

The Board agrees to deduct the premiums for tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

Section 2 - Telephone Facilities

All the employees covered by this Agreement may, for their reasonable use, have access to the telephone facilities of the school district.

Section 3 - Parking

Parking facilities will be provided for the employees covered by this Agreement, with such facilities to be within the reasonable proximity of their building.

Section 4 - Resignation

- (a) Any employee desiring to resign shall file a letter of resignation with the personnel office at least ten (10) working days prior to the effective date of such resignation.
- (b) Any employee who resigns from his/her position in the manner herein described shall maintain his/her rights to any benefits which are payable upon separation and all insurance premiums which are paid by the Board shall terminate as of his/her resignation date.

Section 5 - Mandatory Retirement

Any employee covered by this Agreement shall be required to retire at the mandatory retirement age as is applied by the Board of Education for all other employees of the Board. An employee shall be required to retire at the close of the fiscal year during which he/she reaches the mandatory retirement age.

Section 6 - Pension

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

Section 7 - Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services which are available through the school district such as Savings Bonds, Credit Union, etc.

Section 8 - Continuing Education

The Board agrees to pay the full expenses for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.

Section 9 - Physical Examinations

The Board agrees to pay all cost not covered by health insurance of any physical examinations by the Board's selected physician which are required by the Board for any employee who is covered by this Agreement.

Section 10 - Emergency School Closing

Whenever scheduled school is cancelled due to acts of God, employees shall not be required to report for work or to remain at work after school premises have been cleared of students. And, affected employees shall experience no loss of pay under such circumstances if they would have otherwise worked. However, non-52 week secretaries may be required to make up days missed (without additional pay) equal to the number of lost instructional days the district is required to make up under state law.

Section 11 - Mileage

An employee who is required to use his/her own transportation for carrying out job responsibilities for the Board shall be

reimbursed for mileage at the regular rate and procedure as established by Board policy.

Section 12 - Working Year

The working year for employees covered by this Agreement is indicated in SCHEDULE D - CALENDAR.

Section 13 - Emergency

When the immediate supervisor is to be absent, the employee shall be informed as to the name of the person the employee is to contact in emergency situations.

Section 14 - Medication

The employees covered by this Agreement will not be responsible for administering medication except as Board policy provides.

Section 15 - Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action required by his/her employment, and as a result of performing job duties, the Board will provide such legal counsel and all necessary assistance, without cost to the employee, in his/her defense to the limits as set forth under school district insurance policies.

Section 16.- Workmen's Compensation

- (a) An employee covered by this Agreement who is absent longer than seven (7) calendar days because of illness or injury incurred as a result of performing services for the Board shall be covered by the Workmen's Compensation Act.
- (b) An employee shall accumulate all benefits to which the employee would have been entitled under this Agreement up to two years, while absent due to compensable cause, as though the employee has worked. The "compensable cause" must have occurred and must have been properly reported in writing while employed by the Board.

Section 17 - Paychecks

The Board shall issue the paychecks to the employees covered by this Agreement through the building administrator in which they work as scheduled.

Section 18 - Placement on Salary Schedule

- (a) An employee shall be given full salary credit, on the wage schedule appropriate to her/his classification, for non-

terminated years of experience as a Secretary and/or Media Secretary in Flushing Schools.

- (b) An employee shall be given up to three (3) years of salary credit, on the wage schedule appropriate to her/his classification, for previous interrupted years of experience as a Secretary and/or Media Secretary in Flushing Schools.
- (c) An employee shall be given up to three (3) years of salary credit, on the wage schedule appropriate to her/his classification, for non-terminated years of experience as a Teacher Aide in Flushing Schools.
- (d) A newly-hired employee shall be placed on the beginning step of wage schedule appropriate to her/his classification.

ARTICLE 21

BENEFITS

It is hereby agreed between the parties that in the event that an employee works less than the established hours in the employee's classification, and is covered by this Agreement, the employee will be entitled to a pro-rata portion of all of the benefits as provided for under this Agreement.

ARTICLE 22

JURY DUTY

An employee requested to appear for jury qualification or services shall receive his/her pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment by the school, the employee will be paid full pay for all such days.

ARTICLE 23

ANNUAL LONGEVITY SERVICE AWARD

- (a) An annual longevity service award shall be paid to otherwise qualified bargaining unit employees in accordance with the following schedule, (based on the employee's years of salary credit* as of August 1 of each year).

<u>Salary Credit</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
20 years of more	\$360	\$370	\$380
15-19 years	335	345	355
10-14 years	310	320	330

*Years of continuous service in the district in another bargaining unit represented by Local 547 shall be included for purpose of longevity only.

Provided:

The service immediately preceded entrance into the bargaining unit and salary credit was not given.

- (b) In addition to having the required salary credit, an employee shall meet the following qualification in order to receive an annual longevity service award:

The employee must have worked at least ninety percent (90%) of the scheduled days of his/her classification during the immediately preceding twelve (12) months (December through 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.

ARTICLE 24

CLASSIFICATION and COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A, B and C attached hereto and made part hereof by reference.

ARTICLE 25

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 26

SCOPE, WAIVER and ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 27

TERMINATION and MODIFICATION

- (a) The effective date of this Agreement is July 1, 1995.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) calendar 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 on ninety (90) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in ac-

cordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar 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, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if the Board addressed to Flushing Community Schools, 522 North McKinley Road, Flushing, Michigan, 48433, or to any other address the Union or the Board may make available to each other.
- (e) This Agreement shall continue in full force and effect until midnight June 30, 1998.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

THE FLUSHING COMMUNITY SCHOOLS INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #547, AFL-CIO

President Board of Education

Business Manager

Secretary Board of Education

President

Chief Negotiator

Recording-Corresponding Secretary

SCHEDULE A

BARGAINING UNIT EMPLOYEE CLASSIFICATIONS

CLASSIFICATION I

One main office secretary at each school building, the high school bookkeeper, pupil transportation/maintenance office secretaries, the community education office secretary, the special education secretary, and the high school attendance/guidance office secretaries.

CLASSIFICATION II

The high school media secretary and all secretaries not specifically included in any other classification in this SCHEDULE. After a Classification II secretary has attained seven (7) years of salary credit and remained on that step for a year, the following year the secretary will move to the Classification I rate of pay, Step 6 years of salary credit, and ascend up the Classification I schedule each subsequent year.

CLASSIFICATION III

Elementary/junior high media secretaries and the high school career secretary. After a Classification III secretary has attained seven (7) years of salary credit and remained on that step for a year, the following year the secretary will move to the Classification II rate of pay, step 4 years of salary credit, and ascend up the Classification II schedule each subsequent year.

**SCHEDULE B - HOURLY WAGES
1995-1996
(Beginning July 1, 1995)**

Years of Salary Credit	Classifications		
	I	II	III
0	9.47	8.42	7.87
1	9.94	8.92	8.23
2	10.42	9.47	8.60
3	10.91	9.97	8.92
4	11.40	10.48	9.29
5	11.88	11.00	9.63
6	12.35	11.54	9.98
7	12.84	12.07	10.35

**SCHEDULE B - HOURLY WAGES
1996-1997
(Beginning July 1, 1996)**

Years of Salary Credit	Classifications		
	I	II	III
0	9.73	8.65	8.09
1	10.21	9.17	8.46
2	10.71	9.73	8.84
3	11.21	10.24	9.17
4	11.71	10.77	9.55
5	12.21	11.30	9.89
6	12.69	11.86	10.25
7	13.19	12.40	10.63

SCHEDULE B - HOURLY WAGES
1997-1998
(Beginning July 1, 1997)

Each level of the salary schedule shall be increased at the same percentage increase as the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than 2% nor more than 3%. EXAMPLE: The increase for the 1995-96 school year is estimated at \$166 on the Basic Foundation Allowance of \$5,000 per pupil or 3.3%. The increase would be limited to 3%. If the increase for 1997-98 is less than 2%, the salary schedule shall be increased the minimum 2%.

SCHEDULE C

BARGAINING UNIT SENIORITY AND SALARY CREDIT

Projected to June 30, 1995, the following bargaining unit employees are determined to have the following years of bargaining unit seniority (additional years of salary credit are indicated). [Additional years of longevity credit are indicated.]

	NAME	YEARS		
1.	Lorena Ham	26		
2.	Donna Stoddard	23		
3.	Judith Nickerson	22		
4.	Elizabeth Bickford	18		
5.	Janet Pelton	17		
6.	Marilyn Springer	17		[07]
7.	Dona Ballard	16		[01]
8.	Muriel Popovits	16		[06]
9.	Carolyn Jones	15		[08]
10.	Janet Vaughan	15		
11.	Patricia Lawrence	15		
12.	Ann Bol	11		
13.	Brenda Lawrence	10		
14.	Eileen Nelson	08		
15.	Linda Rettenmund	07		
16.	Jodi Schwertner	07		
17.	Mary Petricevic	06		
18.	Barbara Neitzke	05	(03)	[11]
19.	Paula Bedford	04		
20.	Gaye Fotenakes	04		
21.	Deborah Atkinson	04		
22.	Elizabeth Fonger	01	(03)	[05]
23.	Sandra Alberto	00		

**SCHEDULE D - CALENDAR
1995 - 1996**

JULY-1995						
S	M	T	W	TH	F	S
						01
02	03	04	05	06	07	08
09	10	11	12	11	(14)	15
16	17	18	19	20	21	22
23	24	25	26	27	(28)	29
30	31					

July 04 Paid holiday for 52 week secretaries in pay status 07/03 and 07/05.

AUGUST-1995						
S	M	T	W	TH	F	S
		01	02	03	04	05
06	07	08	09	10	(11)	12
13	14	15	16	17	18	19
20	21	22	23	24	(25)	26
27	28	29	30	31		

Aug. 14 First work day for 44 week secretaries.
Aug. 28 First work day for Classification III secretaries and high school media secretary.

SEPTEMBER-1995						
S	M	T	W	TH	F	S
					01	02
03	04	05	06	07	(08)	09
10	11	12	13	14	15	16
17	18	19	20	21	(22)	23
24	25	26	27	28	29	30

Sept. 04 Labor Day - Paid holiday for all unit employees in pay status 09/01 and 09/05.

OCTOBER-1995

S	M	T	W	TH	F	S
01	02	03	04	05	(06)	07
08	09	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER-1995

S	M	T	W	TH	F	S
			01	02	(03)	04
05	06	07	08	09	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30		

Nov. 10 One-half paid holiday for all unit employees in pay status 11/09 and 11/13.

Nov. 23 - Thanksgiving Vacation - Paid holidays for all employees in pay status 11/22 and 11/27.

Nov. 24

DECEMBER-1995

S	M	T	W	TH	F	S
					(01)	02
03	04	05	06	07	08	09
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30
31						

Dec. 21 - Christmas Vacation - Paid holidays for all unit employees in pay status 12/20 and 01/02.

Dec. 29

JANUARY-1996						
S	M	T	W	TH	F	S
	01	02	03	04	05	06
07	08	09	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	25	(26)	27
28	29	30	31			

Jan. 01 Paid holiday for all unit employees in pay status 12/20 and 01/02.

FEBRUARY-1996						
S	M	T	W	TH	F	S
				01	02	03
04	05	06	07	08	(09)	10
11	12	13	14	15	16	17
18	19	20	21	22	(23)	24
25	26	27	28	29		

Feb. 15 - Mid-winter Break - Paid holidays for all unit
Feb. 19 employees in pay status 02/14 and 02/20.

MARCH-1996						
S	M	T	W	TH	F	S
					01	02
03	04	05	06	07	(08)	09
10	11	12	13	14	15	16
17	18	19	20	21	(22)	23
24	25	26	27	28	29	30
31						

APRIL-1996

S	M	T	W	TH	F	S
	01	02	03	(04)	05	06
07	08	09	10	11	12	13
14	15	16	17	18	(19)	20
21	22	23	24	25	26	27
28	29	30				

Apr. 05 - Spring Vacation - Paid holidays for all unit employees in pay status 04/04 and 04/15.
Apr. 12

MAY-1996

S	M	T	W	TH	F	S
			01	02	(03)	04
05	06	07	08	09	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30	(31)	

May 27 Memorial Day - Paid holiday for all unit employees in pay status 05/24 and 05/27.

JUNE-1996

S	M	T	W	TH	F	S
						01
02	03	04	05	06	07	08
09	10	11	12	13	(14)	15
16	17	18	19	20	21	22
23	24	25	26	27	(28)	29
30						

June 07 Last day for Classification III secretaries and high school media secretary.
June 14 Last work day for 44 week secretaries.

() Paydates

52-week secretaries have 26 two-week paydates beginning 07/14.

44 week secretaries have 22 two-week paydates beginning 08/25.

Classification III secretaries and high school media secretary have 20 two-week paydates beginning 09/08 and a one-week paydate on 06/14.

	<u>52 Week</u>	<u>44 Week</u>	<u>Class III & H.S. Media</u>
Work Days	236.5*	197.5	182.5
Paid Holidays	23.5	22.5	22.5
*Less Vacation Days			

**SCHEDULE D - CALENDAR
1996 - 1997**

JULY-1996						
S	M	T	W	TH	F	S
	01	02	03	04	05	06
07	08	09	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	25	(26)	27
28	29	30	31			

July 04 Paid holiday for 52 week secretaries in pay status 07/03 and 07/05.

AUGUST-1996						
S	M	T	W	TH	F	S
				01	02	03
04	05	06	07	08	(09)	10
11	12	13	14	15	16	17
18	19	20	21	22	(23)	24
25	26	27	28	29	30	31

Aug. 12 First work day for 44 week secretaries.
Aug. 26 First work day for Classification III secretaries and high school media secretary.

SEPTEMBER-1996						
S	M	T	W	TH	F	S
01	02	03	04	05	(06)	07
08	09	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	25	26	27	28
29	30					

Sep. 02 Labor Day - Paid holiday for all unit employees in pay status 08/30 and 09/03:

OCTOBER-1996						
S	M	T	W	TH	F	S
		01	02	03	(04)	05
06	07	08	09	10	11	12
13	14	15	16	17	(18)	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER-1996						
S	M	T	W	TH	F	S
					(01)	02
03	04	05	06	07	08	09
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	(27)	28	29	30

Nov. 08 One-half paid holiday for all unit employees in pay status 11/07 and 11/11.

Nov. 28 - Thanksgiving Vacation - Paid holidays for

Nov. 29 all employees in pay status 11/27 and 12/02.

DECEMBER-1996						
S	M	T	W	TH	F	S
01	02	03	04	05	06	07
08	09	10	11	12	(13)	14
15	16	17	18	19	20	21
22	23	24	25	26	(27)	28
29	30	31				

Dec. 23 - Christmas Vacation - Paid holidays for all

Dec. 31 unit employees in pay status 12/20 and 01/06.

JANUARY-1997						
S	M	T	W	TH	F	S
			01	02	03	04
05	06	07	08	09	(10)	11
12	13	14	15	16	17	18
19	20	21	22	23	(24)	25
26	27	28	29	30	31	

Jan. 01 - Paid holidays for all unit employees in pay status 12/20 and 01/06.
 Jan. 03

FEBRUARY-1997						
S	M	T	W	TH	F	S
						01
02	03	04	05	06	(07)	08
09	10	11	12	13	14	15
16	17	18	19	20	(21)	22
23	24	25	26	27	28	

Feb. 17 Mid-winter Break - Paid holiday for all unit employees in pay status 02/14 and 02/18.

MARCH-1997						
S	M	T	W	TH	F	S
						01
02	03	04	05	06	(07)	08
09	10	11	12	13	14	15
16	17	18	19	20	(21)	22
23	24	25	26	27	28	29
30	31					

Mar. 28 - Spring Vacation - Paid holidays for all unit employees in pay status 03/27 and 04/07.
 Mar. 31

APRIL-1997							
S	M	T	W	TH	F	S	
		01	02	03	(04)	05	Apr. 01 -
06	07	08	09	10	11	12	Apr. 04
13	14	15	16	17	(18)	19	Spring Vacation - Paid holidays for all unit employees in pay status 03/27 and 04/07.
20	21	22	23	24	25	26	
27	28	29	30				

MAY-1997							
S	M	T	W	TH	F	S	
				01	(02)	03	May 26
04	05	06	07	08	09	10	Memorial Day - Paid holiday for all unit employees in pay status 05/23 and 05/27.
11	12	13	14	15	(16)	17	
18	19	20	21	22	23	24	
25	26	27	28	29	(30)	31	

JUNE-1997							
S	M	T	W	TH	F	S	
01	02	03	04	05	06	07	June 06
08	09	10	11	12	(13)	14	June 13
15	16	17	18	19	20	21	Last day for Classification III secretaries and high school media secretary.
22	23	24	25	26	(27)	28	Last work day for 44 week secretaries.
29	30						

() Pay dates

52 week secretaries have 26 two-week paydates beginning 07/12.

44 week secretaries have 22 two-week paydates beginning 08/23.

Classification III secretaries and high school media secretary have 20 two-week paydates beginning 09/06 and a one-week paydate on 06/13.

	<u>52 Week</u>	<u>44 Week</u>	<u>Class III & H.S. Media</u>
Work Days	239.5*	199.5	184.5
Paid Holidays	21.5	20.5	20.5
*Less Vacation Days			

**SCHEDULE D - CALENDAR
1997-1998**

JULY-1997						
S	M	T	W	TH	F	S
		01	02	03	04	05
06	07	08	09	10	(11)	12
13	14	15	16	17	18	19
20	21	22	23	24	(25)	26
27	28	29	30	31		

July 04 Paid holiday for 52 week secretaries in pay status 07/03 and 07/07.

AUGUST-1997						
S	M	T	W	TH	F	S
					01	02
03	04	05	06	07	(08)	09
10	11	12	13	14	15	16
17	18	19	20	21	(22)	23
24	25	26	27	28	29	30
31						

Aug. 11 First work day for 44 week secretaries.
Aug. 25 First work day for Classification III secretaries and high school media secretary.

SEPTEMBER-1997						
S	M	T	W	TH	F	S
	01	02	03	04	(05)	06
07	08	09	10	11	12	13
14	15	16	17	18	(19)	20
21	22	23	24	25	26	27
28	29	30				

Sep. 01 Labor Day - Paid holiday for all unit employees in pay status on 08/29 and 09/02.

OCTOBER-1997

S	M	T	W	TH	F	S
			01	02	(03)	04
05	06	07	08	09	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30	(31)	

NOVEMBER-1997

S	M	T	W	TH	F	S
						01
02	03	04	05	06	07	08
09	10	11	12	13	(14)	15
16	17	18	19	20	21	22
23	24	25	(26)	27	28	29
30						

Nov. 07

One-half paid holiday for all unit employees in pay status 11/06 and 11/10.

Nov. 27 -

Thanksgiving Vacation - Paid holidays for all employees in pay status 11/26 and 12/01.

Nov. 28

DECEMBER-1997

S	M	T	W	TH	F	S
	01	02	03	04	05	06
07	08	09	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	25	(26)	27
28	29	30	31			

Dec. 22 -

Christmas Vacation - Paid holidays for all unit employees in pay status 12/19 and 01/03.

Dec. 31

JANUARY-1998

S	M	T	W	TH	F	S
				01	02	03
04	05	06	07	08	(09)	10
11	12	13	14	15	16	17
18	19	20	21	22	(23)	24
25	26	27	28	29	30	31

Jan. 01 - Paid holidays for all unit employees in pay.
Jan. 02 status 12/19 and 01/05.

FEBRUARY-1998

S	M	T	W	TH	F	S
01	02	03	04	05	(06)	07
08	09	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	25	26	27	28

Feb. 16 Mid-winter Break - Paid holiday for all unit
employees in pay status 02/13 and 02/17.

MARCH-1998

S	M	T	W	TH	F	S
01	02	03	04	05	(06)	07
08	09	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	24	25	26	27	28
29	30	31				

APRIL-1998						
S	M	T	W	TH	F	S
			01	02	(03)	04
05	06	07	08	09	10	11
12	13	14	15	16	(17)	18
19	20	21	22	23	24	25
26	27	28	29	30		

Apr. 10 - Spring Vacation - Paid holidays for all unit employees in pay status 04/09 and 04/20.
Apr. 17

MAY-1998						
S	M	T	W	TH	F	S
					(01)	02
03	04	05	06	07	08	09
10	11	12	13	14	(15)	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30
31						

May 25 Memorial Day - Paid holiday for all unit employees in pay status 05/22 and 05/26.

JUNE-1998						
S	M	T	W	TH	F	S
	01	02	03	04	05	06
07	08	09	10	11	(12)	13
14	15	16	17	18	19	20
21	22	23	24	25	(26)	27
28	29	30				

June 05 Last work day for Classification III secretaries and high school media secretary.
June 12 Last work day for 44 week secretaries.

() Paydates

52 week secretaries have 26 two-week paydates beginning 07/11.

44 week secretaries have 22 two-week paydates beginning 08/22.

Classification III secretaries and high school media secretary have 20 two-week paydates beginning 09/05 and a one-week paydate on 06/12.

	<u>52 Week</u>	<u>44 Week</u>	<u>Class III & H.S. Media</u>
Work Days	238.5*	198.5	183.5
Paid Holidays	22.5	21.5	21.5
*Less Vacation Days			

ATTACHMENT E

PLEASE TYPE OR PRINT PLAINLY

Name <div style="display: flex; justify-content: space-around; font-size: small;">Last First Initial</div>	Employee No.	Job Location or Dept.
Date	Employer	Amount

AUTHORIZATION FOR PAYROLL DEDUCTION

Effective this date, I the undersigned, hereby request and authorize the above named employer to deduct from my earnings the above amount ___ per pay ___ per month for the purpose checked below and to make such changes as may become necessary.

- Initiation fees
- Union dues and/or authorized assessments, as designated by the union through proper written notice.
Such monies deducted from my earnings shall be remitted to:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547

I hereby waive all right and claim for said monies paid in accordance with this authorization. This authorization is revocable by me upon thirty (30) days written notice to the employer and the union.

Employee's Signature

AUTHORIZATION FOR DEDUCTION OF SERVICE CHARGE

Name <div style="display: flex; justify-content: space-around; font-size: small;">(Last) (First) (Initial)</div>	Retirement Number	
Street Address	City	Zip

I, the undersigned, do hereby state that I do not desire to make application for membership in the Union or Organization which has been recognized as my appropriate bargaining agent and I do, by my signature affixed hereto, authorize my employer to commence immediately to deduct a Service Charge from my pay in an amount equal to the regular monthly dues of the Union or Organization. I understand that this Service Charge shall be remitted to Local 547, International Union of Operating Engineers, AFL-CIO, and is to be used toward the administration of the collective bargaining agreement.

Date

Employee's Signature

