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6/30/89

COLLECTIVE BARGAINING AGREEMENT

Between

GULL LAKE COMMUNITY SCHOOLS
Kalamazoo, Barry and Calhoun Counties, Michigan

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 547

1987-1989

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Gull Lake Community Schools

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AGREEMENT

THIS AGREEMENT, Made by and between GULL LAKE COMMUNITY SCHOOLS, KALAMAZOO, BARRY AND CALHOUN, COUNTIES, MICHIGAN, (hereinafter called the "School") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 547, (hereinafter called the "union") WITNESSETH:

ARTICLE I

RECOGNITION

1. The School hereby recognizes the Union as the sole and exclusive collective bargaining agent for the Employees for the purpose of collective bargaining with respect to their rates of pay, wages, hours and conditions of employment.

2. For the purpose of this Agreement, the word "Employee" shall mean all regular "full time" and "part time" custodians, except supervisory and maintenance personnel. Such Employees shall constitute the bargaining unit.

ARTICLE II

UNION OBLIGATIONS

The Union agrees that:

1. It will not discriminate against any person in the bargaining unit by reason of age, sex, marital status, race, religion or national origin.

2. It will cooperate with the School in attempting to insure that reasonable work standards, schedules, rules and regulations of the School are compiled with and will not, directly or indirectly encourage or cause any concerted work stoppage, slowdown, strike or other interference with the day to day operations of the School.

3. No Union activity, aside from those specifically authorized in this Agreement will be allowed to interfere with or interrupt the day to day operations of the School.

ARTICLE III

MANAGEMENT RIGHTS

The School hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the School and direct the Employees of the School, except as otherwise expressly provided in the Agreement.

ARTICLE IV
DUES CHECK-OFF

1. The School shall deduct from the wages of those members of the bargaining unit who are Union Members the dues uniformly required as a condition of membership in the Union, provided, however, that no such deduction shall be made without the prior authorization of each such Employee. The dues so collected shall be remitted to the Union on or before the 15th day of the month following such deduction.

2. The dues, when deducted, shall be separately accounted.

ARTICLE V
CHILDREN'S FUND

1. Each Employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of his joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another Employee.

2. If an Employee does not join the Union within ten (10) days after the completion of his initial probationary period or if he shall not continue to be a member of the Union in good standing, he shall contribute to the "District Children's Fund" an amount of money equal to any fees or dues, excluding special assessments, which he would have paid for the negotiation and administration of the Collective Bargaining Agreement if he had been a member of the Union provided, however, that if during the term of this Agreement it shall be determined by the Attorney General or by a court of competent jurisdiction that the contribution to the Fund is unlawful, then this provision shall be null and void and the obligation of such Employee to contribute shall terminate.

3. The continuation of the "District Children's Fund" is in recognition of the desire of the parties to allow each Employee the freedom of choice in the matter of Union membership and in recognition of the mutual interest of the parties in the needs of the children of the District. Contributions to the Fund shall be placed in a separate account of the School and shall be disbursed as the committee composed of two representatives of each party shall from time to time deem desirable. No monies shall be disbursed to or for the benefit of the School or the Union.

ARTICLE VI
EMPLOYEE CONDUCT AND DISCIPLINE

Standards

1. **Employee Conduct.** Although the parties acknowledge this difficulty of completely and precisely defining the proper standards of conduct for each Employee, it is recognized that they include the following:

- A. The performance of all duties with reasonable diligence and in a workmanlike manner.
- B. The prompt notification of the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his responsibilities.
- C. The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause injury or damage or which may be required in order to provide proper maintenance.
- D. The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the Employee has responsibility.
- E. Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
- F. The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
- G. The avoidance of any activity which
 - 1. May reasonably impair the ability of the Employee to adequately discharge his assignment and duties.
 - 2. Is contrary to the best interest of the Employer in its responsibilities to the public for the education, safety and well-being of students and other persons which may use the facilities of the District, and the proper preservation of public property, or
 - 3. Is contrary to honesty or good morals.

2. **Disciplinary Action** Any disciplinary action against an Employee shall be taken with the following guidelines, namely;

- A. The Employee shall be advised by the Employer of the alleged violation.
- B. Employer shall affirmatively advise the Employee that he has the right to have a representative of I.U.O.E. at any formal conference at which the Employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present.
- C. Disciplinary action shall be instituted within ten (10) working days after the Employer shall have received notice of the misconduct of the Employee.

- D. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.
- E. No Discipline action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except for Probationary Employees or as expressly excluded by the provisions of such contract.
- F. An Employee shall be given prompt written notice of the intention to insert any materials in his personnel file which adversely reflects on the character of the performance of his duties. If the Employee believes that the material is inaccurate, he may within ten (10) days following notification of the Employer's intention to insert such material in his personnel file, submit a written statement concerning such material, which statement will be attached to such adverse material and placed in his personnel file.

ARTICLE VII

GRIEVANCE PROCEDURE

STEP 1.

- A. An Employee having a grievance shall present it orally to his supervisor within five (5) working days of the said alleged grievance.

STEP 2:

- A. The steward together with the aggrieved Employee shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.
- B. The aggrieved Employee and his supervisor shall sign the grievance.
- C. The grievance shall be submitted to the superintendent or his designate within five (5) working days from the date of 1A.

STEP 3.

- A. The steward and the Union shall meet with the superintendent or his designate to discuss the grievance within five (5) days of its written submission.
- B. The superintendent or his designate shall give his decision in writing within five (5) days from the meeting with the steward.

STEP 4.

- A. If the Union so requests within ten (10) days of the receipt of the written decision of the superintendent or his designate, the School or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, and binding or advisory arbitration.
- B. The procedure herein provided shall not prohibit the Union or the School from recourse to normal mediation provided by Michigan law.

ARTICLE VIII

NEW JOBS

1. The School shall have the right in its discretion to establish, modify, or eliminate existing classifications or positions, and to establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate, provided, however, that such action shall not be for the purpose of reducing the rate of a job in which no substantial change in the job itself has occurred.

2. The School shall notify the Union of such action and the parties agree to meet within thirty (30) days to negotiate the rate and classification.

ARTICLE IX

JURISDICTION

Employees of the School not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instruction, training, experimentation or in cases of emergency. This provision does not include nor shall it affect the use of Christmas vacation and summer vacation temporary Employees.

ARTICLE X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the School. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of the members, nor shall it result in the reduction of the present work force.

ARTICLE XI
AUTHORIZED ABSENCE

Provision for authorized absence has been made to meet the humanitarian and legitimate needs of the Employees and not to provide additional vacation. The absence or tardiness of an Employee decreases cost effectiveness and imposes increased responsibility and inconvenience on other Employees. It is, therefore, the responsibility of an Employee to avoid any unnecessary absence or tardiness.

1. **Sick Leave** Upon the completion of the initial probationary period, each regular, full-time Employee shall be credited with one (1) day of sick leave for each month of employment with a limit of seventy (70) days. The sick leave allowance of part-time Employees who are employed on a regular basis shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely;

A. Sick leave may be used for

1. Any physical or mental condition which disables an Employee from performing his assigned duties, excluding any condition compensable by Workmen's Compensation or resulting from maternity to the extent permitted by law.

2. Any communicable disease which would be hazardous to the health of students or other Employees.

3. Physical examination or medical treatment which cannot reasonably be scheduled outside of the regular work day or on a non-work day.

4. Funeral leaves, to the extent hereinafter provided.

Sick leave shall be allocated in one-half (1/2) day increments, shall be charged against working days only and shall cease to accumulate during such period as an Employee is on a leave of absence, laid-off, receiving Workmen's Compensation or disability insurance benefits, or is otherwise not regularly providing services to the Employer.

2. **Funeral Leave**

A. If a spouse, child, brother, sister or parent of an Employee or a parent of the Employee's spouse shall die and the Employee shall attend the funeral of such person, the Employee shall be entitled to three (3) days leave if reasonably required and not more than five (5) consecutive days in the event of multiple deaths, which days shall not be charges against sick leave.

B. If a brother, sister, grandchild, or grandparent of either the Employee or of the Employee's spouse shall die and the Employee shall attend the funeral of such person, the Employee shall be entitled to three (3) days leave if reasonably required and not more than five (5) consecutive days in the event of multiple deaths, which days shall be charged against sick leave.

C. Additional time may be granted as reasonably required for travel to the funeral, which additional time shall be chargeable to sick leave.

D. An Employee shall be entitled to receive one (1) leave day when required to serve as a pallbearer at a military funeral, which leave shall be charged to sick leave.

3. **Business Leave.** All Employees shall be entitled to one (1) day per year for personal emergency or business leave. The School may permit an Employee, for meritorious reasons, to take one (1) additional day with or without pay. The School may impose reasonable restrictions on any leave requested for a school day immediately before or after a holiday, weekend, or vacation. Business leave shall not be used for seeking of other employment, or for social, recreational, vacation, or other similar purposes.

4. **Court Leave.** An Employee who is required to appear for jury service or is subpoenaed as a witness in proceedings which arose out of and in the course of his employment with the Employer (but not including actions brought by the Employee, other Employees, or the union against the Employer) shall be entitled to receive his regular compensation, less any fees paid up to a period of sixty (60) days. The Employee shall return to his duties whenever his attendance in court is not actually required.

5. **Unauthorized Use.** Each Employee shall have the responsibility to verify the Employee's eligibility for leave and any benefits due. If the Employer determines that the Employee knowingly withheld or misrepresented material information concerning the purposes of the Employee's eligibility for leave or for any leave benefits, the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this agreement.

ARTICLE XII

SENIORITY

1. A new Employee, a transferred Employee, or an Employee promoted to a higher classification, shall be on a probationary status for the first ninety (90) days of active employment or until he has completed at least thirty (30) days of a school term, whichever shall be longer. During the probationary period, the retention of a new Employee, or of an Employee in his higher classification, shall be at the discretion of the School.

2. Seniority shall begin to accumulate at the completion of the probationary period, provided, however, that an Employee who has been promoted to a higher classification or to a supervisory position, shall continue to accumulate seniority in this former classification.

3. All seniority is lost by an Employee who resigns or is dismissed for just cause.

4. An Employee shall be laid off, recalled or demoted according to his seniority in his classification. An Employee on scheduled lay off shall have the right to displace an Employee with less seniority in the same classification, provided, that the senior Employee is qualified to perform the duties of the position and provided further that during his term of office, the steward shall be given first consideration for the purposes of shift preference, lay off and recall only, if he is qualified to do the required work. Upon the termination of his term, he shall be returned to his regular status. Only one steward at a time shall be given the foregoing preferential status.

5. An Employee in the bargaining unit elected or appointed to a full time office in the International Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

6. An Employee who shall have attained age seventy (70) shall be automatically terminated at the end of the fiscal year in which his 70th birthday occurs. Upon the written request of an Employee, the School may extend the retirement date on such terms as it shall deem proper.

ARTICLE XIII

TRANSFERS AND PROMOTION PROCEDURE

1. Employees shall be divided into the classifications set forth on Exhibit "A".

2. Notice of all vacancies and newly created positions within the unit shall be posted on Employee bulletin boards within five (5) days, and the Employee shall be given three (3) working days in which to make application to his supervisor to fill the vacancy or new position.

3. Promotions and transfers shall be based on seniority providing the Employee has the necessary qualifications to perform the duties of the job involved. Additionally, the Employee must have performed satisfactorily in their present classification to be considered for any promotion and/or transfer.

If a promoted or transferred Employee does not satisfactorily perform the duties of the new classification or position during the probationary period as defined in Act XII, the school in its sole discretion shall return him/her to his/her former classification or position and such action shall not be the subject of a grievance.

4. An Employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

5. Temporary transfers shall be for a period no longer than is reasonably necessary.

6. A seniority list shall be made available to the union representative on or about July 1 of each year.

7. An Employee shall not be eligible as of right to more than one (1) transfer or new assignment within any twelve (12) month period.

8. To eliminate excessive Employee transfers that occur as a result of a vacancy or creation of a new position, the Employer shall not be required to make more than three (3) transfers to fill the vacancy.

9. The Employer shall have the right to pay bonuses at such time as the Employer shall determine that the Employer has engaged in meritorious duty and such determination shall be within the sole discretion of the Employer and shall not be subject to the grievance procedure, provided, however, it is not applied in a discriminate fashion. Meritorious duty shall be that duty which is over and above the recognized normal job assignment.

ARTICLE XIV

VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon the request of the Union) into the buildings of the School system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the purpose of assisting in the adjustment of grievances; provided, that such visitations shall not be in areas which would be detrimental to the management and function of the School or its students.

ARTICLE XV

COMPENSATION AND BENEFITS

1. **Basic Compensation.** The basic compensation of each Employee shall be as set forth on Exhibit "B".

2. **Fringe Benefits.** The fringe benefits for each Employee, including holidays, vacations, and medical and hospital insurance shall be as set forth on Exhibit "B".

3. **Overtime Compensation.** An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations. Overtime work shall be as scheduled by the Employer and except in the case of an emergency, must be authorized by the Employer in advance. Overtime shall be divided and rotated as equally as practicable within a building according to seniority and among those Employees who are qualified to perform such work. No Employee shall be called upon or required to layoff during his regular hours to equalize time on account of having worked overtime. All regular hours worked (or not worked but paid for on holiday) shall be used for computing overtime.

4. **Reporting Pay.** An Employee reporting for work on his regular assigned shift and who is sent home for reasons other than disciplinary or medical and who has worked two hours or less shall receive a minimum of two hours pay for reporting to work. Should he be allowed to work more than two hours during his regular assigned shift, he will receive pay for his full shift.

5. **Retirement Benefit.** An Employee who has completed twenty (20) years of employment by the Employer shall upon death or retirement at age 62, be entitled to receive payment for one-half (1/2) of the Employee's unused sick days at his retirement, up to a maximum of 35 days.

ARTICLE XVI

UNIFORMS

Each Employee, upon the completion of the probationary period, shall be entitled to receive at the expense of the School five (5) uniforms for each contract year. The uniform allotment shall be paid not later than the first pay period following the beginning of the School year. The uniforms shall be selected by the School and shall be of good quality. Each Employee shall wear his uniform while performing duties for the School and shall maintain the uniforms in a neat and satisfactory condition at his own expense. The School may furnish an Employee uniforms during the probationary period, but shall be reimbursed by the Employee for the cost of such uniforms if the Employee shall not become a regular full-time Employee.

ARTICLE XVII

DUAL SUPERVISION

Except as an Employee shall be required to perform duties at more than one (1) work location, he shall be directly responsible to one (1) supervisor. The supervisor shall be specified from time to time by the Employer and the Employee shall be entitled to receive reasonable notice thereof.

ARTICLE XVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

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

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 of and conditions herein.

3. If any Article or Section of this Agreement or any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected hereby, 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 IXX

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XX

EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 1987, and shall remain in full force and effect until June 30, 1989, or until a new Agreement between the parties is made, ratified, and executed by both parties. The negotiations of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of this Agreement. The initial meeting of the parties shall be held within ten (10) days of the receipt of such notice.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the date first above written.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 547

By P. J. Sellow
Its Business Manager

By Robert J. Jones
Its President

By Jennifer L. Trudeau
Its Secretary

GULL LAKE COMMUNITY SCHOOLS
KALAMAZOO, BARRY AND CALHOUN
COUNTIES, MICHIGAN

By Alfred L. Myers
Its President

By James J. Blundin
Its Secretary

EXHIBIT "A"

JOB CLASSIFICATIONS

1. **Category "A" Employee.** A category "A" Employee shall be responsible for and be able to perform all of the duties of a category "B" Employee and have either the overall responsibility for a building or for the supervision of other custodians.

2. **Category "B" Employee.** A category "B" Employee shall be responsible and able to perform the following:

- A. The custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds, except to the extent that the Employer may provide Employees from outside the bargaining unit to perform all or any portion of such responsibilities.
- B. He carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washings as needed, emptying and cleaning waste receptacles, dusting and straightening the arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalkcracks, heating units, ledges, shelves and sills, cleaning and sanitizing of restrooms, shower rooms and kitchens, replacing expendable supplies, replacing light tubes and bulbs, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.
- C. He performs minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in building and on grounds.
- D. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment.
- E. He carries out assigned tasks of painting, refinishing, constructing and remodeling.
- F. He maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.
- G. He maintains building security and assists other Employees in guarding against theft, vandalism, fire, explosion, and storm damage. He reports any matter of potential danger, misconduct and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
- H. He sets good examples for young people using sound judgment and displaying proper attitudes, in performing his work, dealing with others, and in personal appearance and conduct.

- I. He performs his duties with care and thoroughness using good sense and in the knowledge that his contributions are an indispensable part of the teamwork required in promoting good education.
- J. He carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper condition for regular use.

4. **Category "C" Employee.** A category "C" Employee shall be an Employee who does not perform all of the duties performed by a category "B" Employee.

5. **Category "Y" Employee.** A category "Y" Employee shall have the overall responsibility for either the Bedford or Wildermuth Elementary Schools. The Employee shall be able to perform the duties of a category "B" Employee and shall in addition operate the bus for the school to which assigned. Anything to the contrary in the contract notwithstanding, the work hours need not be consecutive and overtime at the category "B" rate shall be paid only with prior approval and for the performance of those duties outside of the regular assignments. All regular assignments shall be scheduled by the Employee for performance within a 40-hour week.

EXHIBIT "B"

COMPENSATION AND BENEFITS

Section 1. Basic Compensation

1987-88

Classification		Compensation
Category "A" Employee	07/01/87 to 12/31/87	\$ 8.25 per hour
Category "B" Employee	07/01/87 to 12/31/87	7.78 per hour
Category "C" Employee	07/01/87 to 12/31/87	6.95 per hour
Category "Y" Employee	07/01/87 to 12/31/87	16,337.00 per annum

1988

Classification		Compensation
Category "A" Employee	01/01/88 to 06/30/88	\$ 8.50 per hour
Category "B" Employee	01/01/88 to 06/30/88	8.01 per hour
Category "C" Employee	01/01/88 to 06/30/88	7.16 per hour
Category "Y" Employee	01/01/88 to 06/30/88	16,858.00 per annum

1988-89

Classification		Compensation
Category "A" Employee	07/01/88 to 06/30/89	\$ 8.84 per hour
Category "B" Employee	07/01/88 to 06/30/89	8.33 per hour
Category "C" Employee	07/01/88 to 06/30/89	7.45 per hour
Category "Y" Employee	07/01/88 to 06/30/89	17,532.00 per annum

A. The Employer shall have the right to pay a probationary Employee up to 25 cents less per hour than the regular classification rate.

B. The Employer shall have the right to pay a lead person up to 25 cents more per hour than the regular classification rate.

Section 2. Term Life Insurance. Commencing July 1, 1983, the Employer shall provide for each full-time Employee who has completed the initial probationary period \$10,000 of term life insurance at standard rates. The contribution of the Employer shall be proportionately reduced for an Employee who works less than the contract year and/or less than full-time provided that no contribution shall be made for an Employee whose hours of employment are less than those required by the insurance carrier for membership in a group.

The insurance contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

Section 3. Medical and Hospital Insurance. The Employer shall provide for each full-time Employee who has completed the initial probationary period medical insurance benefits to be provided by a carrier to be selected by the Employer, which benefits shall not be less than the benefits maintained in the 1980-83 contract year. A major medical carrier such as "MEBS" or

its equivalent shall be sufficient, but an HMO or other "choice restricted policy" shall not be satisfactory.

Insured	Percentage of Employer Premium Contribution
Employee	100%
Employee and Spouse	95%
Employee and Children	95%
Employee, Spouse and Children	94%

The contribution of the Employer shall be proportionately reduced for an Employee who works less than the contract year and/or less than full-time provided that no contribution shall be made for an Employee whose hours are less than those required by the insurance carrier for membership in a group. The Employer's contribution shall terminate at the end of the month in which an Employee ceases to perform work for the Employer.

Section 4. Dental. The Employer shall provide for each full time Employee who has completed the initial probationary period dental coverage. The dental coverage shall be the "Delta Dental 50/50" program. This shall be a co-pay program with the Employer paying 75% of the total premium and the Employee paying 25% of the total premium.

The contribution of the Employer shall be proportionately reduced for an Employee who works less than the contract year and/or less than full-time provided that no contribution shall be made for an Employee whose hours are less than those required by the insurance carrier for membership in a group. The Employer's contribution shall terminate at the end of the month in which an Employee ceases to perform work for the Employer

Section 5. Night Shift. All Employees working the second and third shift shall receive five (5) cents per hour extra. A majority of those hours must be worked after 3:30 p.m.

Section 6. Pay Periods. All custodians will be paid bi-weekly.

Section 7. Holidays. Employees shall receive the following holidays, namely:

Day before New Year's Day	Thanksgiving Day
New Year's Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day
Labor Day	Scheduled Holiday

- A. A holiday shall not be observed if it is a school day.
- B. An Employee shall receive his regular compensation for the above holidays if the holiday shall be celebrated by law on a work day and if the Employee was not absent the last work day preceeding the holiday and the first work day following the holiday.

- C. If an Employee is not scheduled to work on a holiday but his services are required for an emergency, he shall receive double his regular base rate for all hours worked, with a minimum of two (2) hours.
- D. A "scheduled holiday" shall be provided by the School between January 1 and Memorial Day on such day as the School shall determine and may be scheduled in the School's discretion on different days for different Employees.

Section 7. Vacations

7 .1 Paid Vacations Each employee shall for each anniversary year receive vacation with pay as follows:

<u>Employment Period</u>	<u>Vacation</u>
1 year of uninterrupted service	1 calendar week
2 years of uninterrupted service	2 calendar weeks
7 years of uninterrupted service	3 calendar weeks
12 years of uninterrupted service	4 calendar weeks

The School shall establish a vacation schedule and shall to the extent consistent with its staffing needs, schedule vacations at times convenient with the employees.

7.2 Unpaid Vacations Each employee may take an unpaid vacation of up to five (5) work days in accordance to the following guidelines, namely;

- A. The vacation shall not conflict with the staffing needs of the school, and the School shall not incur any additional costs by reason of the employee's absence.
- B. The vacation shall be scheduled at a time mutually convenient to the School and the employee, and, if there is a conflict between employees, it shall be rotated to the extent possible starting with the most senior employee.

The provision for unpaid vacation has been included in this Agreement between the parties on a trial basis only in order to permit the School to more adequately meet the legitimate needs of its employees.

Section 8. T.B. Tests The School shall either furnish facilities for T.B. tests or reimburse each employee for such tests to the extent that such tests are required by law.