

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 1987, between HURON VALLEY SCHOOL DISTRICT, hereinafter referred to as the Employer, and HURON VALLEY SCHOOLS EMPLOYEE CHAPTER 03 of LOCAL UNION NO. 202, affiliated with Michigan Council No. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union. The term Employer shall also mean such agents and supervisory personnel as shall be directed by the Board of Education to act on its behalf.

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

PURPOSE AND INTENT: The purpose and intent of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees covered by this Agreement. The parties recognize that the interest of the community and the job security of the Employees depend upon the Employers and the Employees success in establishing adequate and reliable service to the community.

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

C O N T E N T S

	<u>Page</u>
Agreement.....	i
Contents.....	ii - iii
ARTICLE I Recognition: Employees Covered.....	1
ARTICLE II Aid to Other Unions.....	2
ARTICLE III Union Security.....	3
ARTICLE IV Union Dues and Check-Off.....	5
ARTICLE V Stewards and Alternate Stewards.....	7
ARTICLE VI Special Conferences.....	9
ARTICLE VII Grievance Procedure.....	11
A. Definition	
B. Time Limit (5 working days)	
ARTICLE VIII Discharge and Suspension.....	19
ARTICLE IX Seniority.....	21
ARTICLE X Seniority of Stewards.....	23
ARTICLE XI Seniority of Officers.....	24
ARTICLE XII Loss of Seniority.....	25
ARTICLE XIII Supplemental Agreements.....	26
ARTICLE XIV Layoff and Recall.....	27
Section I - Layoff Defined	
Section II - Recall Procedure	
ARTICLE XV Transfers and Promotions.....	30
ARTICLE XVI Leaves of Absence.....	37
A. Protracted Illness	
B. Military Leave	
C. Maternity Leave	
D. Union Business	
E. Others	
ARTICLE XVII Paid Leave.....	43
Sick Leave	
Funeral Leave	
Personal Leave	
Appendix C	
ARTICLE XVIII Severance and Longevity.....	43
Appendix D	
ARTICLE XIX Insurance Coverage.....	43
Appendix E	
ARTICLE XX Appendices.....	43
A-1 Wage Scale, 87-88 (7-1-87 thru 6-30-88)	
A-2 Wage Opener for 1988-89	
A-3 Certifications	
B Transportation	
C Paid Leave	
D Severance and Longevity	
E Insurance Coverage	

ARTICLE XXI	Hours, Overtime and Premium Pay.....	44
	Section I	
	A. Regular Work Week	
	B. Shift Definitions	
	C. Coffee Breaks	
	Section II - Overtime	
ARTICLE XXII	Safety.....	49
ARTICLE XXIII	Jury Duty.....	51
ARTICLE XXIV	Union Bulletin Boards.....	52
ARTICLE XXV	Rates for New Jobs.....	53
ARTICLE XXVI	Michigan Workers' Compensation.....	54
ARTICLE XXVII	Severability Clause.....	56
ARTICLE XXVIII	Entire Agreement Clause.....	57
ARTICLE XXIX	Strikes and Stoppages.....	58
ARTICLE XXX	Management's Rights.....	59
ARTICLE XXXI	Holidays.....	60
ARTICLE XXXII	Vacations.....	62
ARTICLE XXXIII	Miscellaneous Provisions.....	65
	A. Uniforms	
	B. Act of God Days	
	C. Physical Exams	
	D. Work Year for 10-Month Employees	
ARTICLE XXXIV	Termination and Modification.....	69
	Signature Page.....	70
APPENDIX A-1	Wage Schedule, 1987-88.....	71
	(7-1-87 thru 6-30-88)	
APPENDIX A-2	Wage Opener 1988-89.....	72
APPENDIX A-3	Certifications.....	73
APPENDIX B	Transportation.....	75
APPENDIX C	Paid Leave.....	80
	Sick Leave	
	Compassionate Leave	
	Personal Business Leave	
APPENDIX D	Severance and Longevity.....	84
APPENDIX E	Insurance Coverage.....	85
	A. Group Term Life Insurance	
	B. Hospitalization	
	C. Dental	
	D. Optical	
LETTER OF UNDERSTANDING CONCERNING WORKING LEADERS...		89

ARTICLE I

Recognition: Employees Covered

Pursuant to and in accordance with all applicable provisions of Public Employees Relations Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement. The bargaining unit includes all custodial/maintenance employees including custodians I, custodians II, grounds, grounds working leader, and utility employees, maintenance mechanics and maintenance mechanics helper, mailperson, warehouseperson, painters, carpenter, carpenter helper, and utility truck driver, all transportation employees, including bus drivers, bus attendant, senior citizen van driver, vehicle maintenance helper, vehicle mechanics, vehicle mechanics helpers, all cafeteria employees, including cooks, head cooks, bakers, but excluding all foremen, supervisors of cafeteria, transportation, and building and grounds, and all other supervisors as defined in Act 379. Further, the bargaining unit shall exclude all temporary employees. A temporary employee shall be defined as a substitute employee or an employee who replaces a permanent employee on a leave of absence.

ARTICLE II

Aid To Other Unions

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

ARTICLE III

Union Security

Union Security. To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to continue membership in the Union or pay a fee to be determined by the Union on a continuing basis.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a fee to be determined by the Union on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.
- C. Employees who are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement or pay a fee to be determined by the Union on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

D. The Union shall indemnify and save the Employer harmless against any claims, demands, suits or other forms of liability, that may arise by reason of the Employer's complying with the provisions of this Article.

ARTICLE IV

Union Dues and Check-Off

- A. The Employer agrees to make monthly collection of Union dues and membership initiation fees (not including fines or assessments) for any employee submitting a signed payroll deduction authorization to the Employer and to pay over to the Union the total amount thus deducted for all such employees. If for any reason services are withheld by a work stoppage or boycott, termination of dues collection will immediately take effect and remain in effect until services are restored.
- B. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted once each month, beginning with the next month.
- C. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as practicable after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms, but for whom no deductions have been made.

- D. Termination of Check-Off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of a bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- E. Limit of Employer's Liability. It is understood that the Union shall have the responsibility for contacting employees hired, rehired, reinstated or transferred into the bargaining unit for the purpose of complying with Section B, above. The Employer shall not be liable to the Union on account of any dues deducted and remitted to the Union or for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. Further, the Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.
- F. The employer will furnish the Union a list of all new employees hired, rehired, reinstated or transferred into the bargaining unit and their effective date of such employment.
- G. New employees shall be given a contract along with other pertinent employee information on date of hire by the Employer.

ARTICLE V

Stewards and Alternate Stewards

- A. In each representational area, (cafeteria, custodial/maintenance, transportation), except that the custodial area shall have two stewards and two alternate stewards, the employees shall be represented by a Steward and an Alternate, who shall be regular seniority employees working in that area. In the absence of the Steward, the Alternate will represent the employees. There shall also be a Chief Steward and an Alternate Chief Steward who shall serve in the absence of the Chief Steward.
- B. The Union shall notify the Employer, in writing, as to who the designated Stewards and Alternate Stewards are as soon as possible after their election or temporary appointments.
- C. If, in the handling of a reported grievance, it becomes necessary for the Union Representative to leave his/her work, he/she shall first obtain permission from his/her supervisor and/or principal. The privileges of a Union Representative leaving his/her work during working hours, without loss of time or pay, is subject to the understanding that such time shall be devoted to the proper handling, investigation and presentation of the grievance; will be done as expeditiously and with as little interruption of work as possible, and that this privilege will not be abused. Any alleged abuse by either party shall be a proper subject for a Special Conference.

If the Union Representative is required to go into another building other than his/her own in the handling of a grievance, the supervisors and/or principals at all buildings involved must be notified. The Union Representative shall return to his/her work as promptly as possible, and upon returning shall at once report to his/her supervisor and/or principal.

- D. The Chapter Chairperson or Chief Steward shall be covered under Section C. above in cases where the Steward or Alternate Steward is absent or cannot attend or when specifically requested by the employee or the Employer.

ARTICLE VI

Special Conferences

- A. There shall be established under this Article a closed forum, hereinafter called "special conferences", for the purpose of improving Employer-Employee relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is not to be considered as negotiations.
- B. Special conferences will be arranged between the Chapter Chairperson and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall normally be between three or four representatives of the Employer and an equal number for the Union (a Council representative and/or a representative of the International Union may be included within these numbers). Arrangements for the conference shall be made in advance; and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conference takes place during an employee's working hours, he/she shall not lose time or pay for reasonable time spent in such special conference.

C. The Union representatives may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE VII

Grievance Procedure

A. A grievance is defined to be a complaint by an employee or the Union, based upon an event or condition which is claimed or considered to be a violation of this Agreement or Public Act 379.

B. Grievances shall be presented in the following manner:
Each grievance shall be initiated within five (5) working days of the date of the reported occurrence, or the employee's, and/or Union's knowledge of its occurrence. However, in no event will any claim for back pay be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed.

STEP I

(a) If an employee feels that they have a grievance, they shall first attempt to present the grievance orally to the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement; provided that the Union has been given the opportunity to be present at such adjustment. The employee must state clearly that he/she is instituting Step I of the grievance procedure. However, failure to so inform the supervisor shall not be cause for denying the grievance.

(b) The employee may then discuss the grievance with the Steward.

- (c) The Steward may also discuss the grievance orally with the employee's supervisor.

STEP II

- (a) If the grievance is not settled at Step I, the grievance may be presented in written form to the employee's immediate supervisor; the written form shall be signed by the Employee. The grievance must be presented in writing to the employee's immediate supervisor within ten (10) working days after its verbal initiation in order to be a proper matter for consideration under Step II or any subsequent Steps of this grievance procedure.

During each Step where a grievance is reduced to writing, the Union and the grievant will endeavor to include the following in the written grievance.

- (1) The specific section of the Master Agreement allegedly violated.
- (2) When this alleged violation occurred.
- (3) In what way there has been a violation, misinterpretation, or misapplication of this Agreement.
- (4) The name or names of the aggrieved person or persons, the manner in which they have been injured, and the proposed remedy or remedies for resolution of the grievance.

However, failure to include items one (1) through four (4) above shall not be cause for denying the grievance or contesting its arbitrability. Reasons and/or missing

information needed shall be communicated in writing by the Supervisor to the Steward within five (5) working days of receipt of the grievance. The Steward shall have five (5) working days after receiving the aforementioned request to furnish the missing information to the Supervisor. The parties shall return to the herein outlined procedures thereafter.

(b) The employee's immediate supervisor shall within ten (10) working days, answer the grievance in writing to the employee with a copy to the Chairperson of the Local Union and the Steward.

STEP III

(a) If the grievance is not settled at Step II, the matter may be referred to the Chapter Chairperson who may, within ten (10) working days after the answer provided for in Step II (b) above, submit a written appeal to the Superintendent or a designee. The designated representative shall arrange for a meeting, to be held within ten (10) working days from the date the written appeal is received, between not more than four (4) representatives of the Local Union, and four (4) representatives of the Employer. The Local Union representatives and the Employer's representatives shall meet at the times and places designated and shall discuss the appealed grievance.

- (b) The Local Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding any meeting provided for in this Step of the Grievance Procedure.
- (c) The Employer's designated representative shall answer the grievance in writing and shall forward the said answer to the Local Union Chairperson within ten (10) working days after the meeting provided for in Step III (a) above.

STEP IV

If the grievance is still unsettled, it may be submitted within ten (10) working days after the date of the Superintendent's or his designee's answer to the Board of Education with a copy to the Superintendent.

The Board shall appoint a grievance hearing committee at its next regular meeting or at a special meeting to be held within thirty (30) calendar days of receipt of the grievance at this level. During any such hearing the aggrieved employee shall be permitted to have a Union representative present, or if they so desire, legal counsel, if advance written notice is given.

Both parties shall be entitled to present testimony and evidence, have witnesses, and present their case and position. Upon conclusion of the hearing, within thirty (30) days, the Board shall render its decision.

It is understood that the Board cannot add to, subtract from or modify the terms of this Agreement in any decision

reached in settling a grievance. It is further understood by both the Board and the Union that Step IV is the final appeal prior to a possible submission to arbitration, and that every reasonable effort will be made by the parties to resolve the matter at this level.

STEP V

If the grievance remains unresolved at the conclusion of Step IV, it may be submitted to arbitration by either party, provided written notice of the intent to proceed to arbitration is delivered to the Employer or the Union within ten (10) working days after notification of the decision under Step IV. Following the written notice of intent to proceed to arbitration the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after receipt of the notice of intent to proceed to arbitration, the American Arbitration Association or the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. In the event the Union and the Employer are unable to agree on the arbitrator from the first list, two additional lists may be requested. In the event the Union and the Employer are unable to agree on an arbitrator from the second list, the following procedure shall be followed relative to the third list; both the Board and the Union, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator. It shall be the function of the arbitrator who

shall be empowered, except as the powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of the Agreement.

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) The arbitrator shall have no power to establish salary structure or change any salary.
- (c) There shall be no appeal from an arbitrator's decision if within the scope of the authority as set forth above. It shall be final and binding on the Union, its members, the employees or employee involved, and the Board. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
- (d) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- (e) Should the grievance be sustained:
 - (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may

have earned from any source during their regular hours of employment.

(2) No decision in any case shall require a retroactive wage adjustment in any other case.

(f) Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

(g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first make a determination on the arbitrability of the grievance.

C. The time limits specified heretofore for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event the Employer shall fail to supply the Union with its answer to the grievance at any Step within the specified time limits, the grievance shall be deemed to be abandoned and settled on the basis of the Union's written position.

D. As used throughout this Article, the term supervisor shall mean the employee's immediate supervisor.

- E. If a grievance is sustained, the aggrieved party shall be paid for any financial loss, provided that the aggrieved party specifically shall have suffered such loss.

- F. No claim for back wages shall exceed the amount of wages the aggrieved party would otherwise have earned at their regular rate, unless the grievance concerns pay for overtime.

ARTICLE VIII

Discharge and Suspension

- A. Notice of Discharge, Suspension or Discipline. The employer shall not discharge, suspend or discipline an employee without just cause. When a disciplinary action is placed in writing such disciplinary statement shall contain notice to the disciplined employee of his or her right to seek the advice and assistance of the appropriate Union Steward. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing the employee's steward of the discharge or suspension with a copy to the Chapter Chairperson.
- B. A discharged or suspended employee will be allowed to discuss the discharge or suspension with the appropriate steward and the Employer will make available an area where this may occur before requiring the employee to leave the Employer's premise. Upon request, the Employer or a designated representative, will discuss the discharge or suspension with the employee and the steward. Nothing in this Article shall prevent the employer from taking immediate and disciplinary action should it be required by the circumstances.
- C. Appeal of Discharge or Suspension. Should the discharged, suspended or disciplined employee or the steward consider the action to be improper, a grievance shall be presented in writing through the steward to Step II of the Grievance

Procedure, within five (5) regularly scheduled working days after receiving the discipline.

- D. Use of Past Records. In imposing any discipline on a current charge, the Employer will not take into account any prior job performance infractions which occurred more than one (1) year previously, with appropriate exception, nor impose discipline on an employee for inadvertent errors or mistakes on the employment application.

However, if the employee makes an intentionally false and material statement on his/her employment application, or an application for leave of absence, he/she shall be subject to disciplinary action up to and including discharge within a period of five (5) years. However, there shall be no time limitation for disciplinary action up to and including discharge for failure to report a felony conviction.

- E. An employee shall have the right, upon written request, to make an appointment with the personnel administrator to review the contents of his/her personnel file. Following twenty-four (24) months of satisfactory service, disciplinary matters appearing therein shall, at the request of the employee, be destroyed, with appropriate exception. Appropriate exception as used in this Article shall include serious misbehavior, or patterned behavior which interferes with an individual's employment or work assignment.

ARTICLE IX

Seniority

Section I - Probationary Period

- A. The probationary period for all employees covered by this Agreement shall be ninety (90) calendar days. However, the ninety (90) day probationary period may be extended for the period of time an employee was absent during the probationary period. It is further understood that while assignments may vary the probationary period begins when the employee begins the first day of permanent employment. Time spent as a substitute or temporary employee shall not constitute any part of the probationary period.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action other than for Union activities involving a probationary employee without a grievance filed or processed.
- C. Seniority shall be on a representational area basis (cafeteria, custodial/maintenance, and transportation) in accordance with the employee's last date of hire.

- D. When more than one employee is hired on the same day, seniority will be determined by use of a pseudo random number table.
- E. In the event of layoff the employee shall continue to accrue seniority during that period.

Section II - Seniority Lists

- A. Seniority shall not be affected by race, color, creed, national origin, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will be on a representational area basis for all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on or before November 1 and again on or before May 1 of each school year. Twenty (20) copies will be provided to the Chapter Chairperson. Four (4) copies of a list of monthly changes will also be provided the Chapter Chairperson.

ARTICLE X

Seniority of Stewards

Notwithstanding their position on the seniority list, stewards including the Chief Steward shall in the event of a lay-off of any type be continued at work as long as there is a job in their unit for which they are qualified and able to perform and shall be recalled to work in the event of a lay-off on the first open job in their unit which they are capable of performing.

ARTICLE XI

Seniority of Officers

Notwithstanding their position on the seniority list, the Chairperson, or the Vice-Chairperson when functioning as Chairperson of the Chapter, shall in the event of a lay-off be continued at work at all times when one or more units or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE XII

Loss of Seniority

An employee shall lose seniority for the following reasons only:

1. The employee quits.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive working days without notifying the Employer, unless completely unable to notify the Employer. The employee does not return from sick leave or from a leave of absence within three (3) days after expiration of such, unless completely unable to notify the Employer and return to work. After such absence, the Employer will send written notification to the employee's last known address that the employee's seniority is lost and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. The employee does not return to work when recalled from lay-off as set forth in the recall procedure, unless completely unable to notify the Employer and return to work. In proper cases, exceptions may be made.
5. The employee retires.

ARTICLE XIII

Supplemental Agreements

Any supplemental agreement shall be subject to the approval of the Employer and the Local Union. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of its final drafting.

ARTICLE XIV

Layoff and Recall

SECTION I - Layoff defined:

A. The word "Layoff" means a reduction in the working force due to a decrease of work or limitation or reduction in operating funds. The Board shall have the sole responsibility for determining the positions to be reduced and the extent of such reductions subject only to Section F below.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a department-wide basis. Seniority employees will be laid off according to seniority. Seniority employees laid off shall be able to move into any classification within the department where their seniority will allow and they can perform the job. Employees who are scheduled for lay off who have previously accumulated seniority in another department may exercise such previously accumulated seniority to avoid layoff.

During a layoff a part-time employee will not be scheduled an increase in hours due to the layoff. Further, during a period of layoff within a given classification, temporary employees shall not be utilized for other than normal employee absences.

C. Employees who are to be laid off will have at least eighteen (18) calendar days notice of layoff. The Chapter Chairperson and the Chief Steward shall receive a list from the Employer of such employees being laid off on the same date the notices are issued to the employees.

D. In the event of a work stoppage implemented by another employee unit, the employees affected may be laid off on an emergency basis without regard to Section C., above. However, if the full work year for the affected employees can still be scheduled, then such temporary layoff shall be considered an emergency work schedule change and shall not constitute a period of unemployment.

E. If there is temporary work within a unit during the summer months, which cannot be assigned within that unit, employees from another unit who do not normally work during such time shall be considered on a seniority basis for transfer to that unit temporarily before persons are assigned from outside the bargaining unit; provided that employees transferring to such temporary assignments must be qualified in all respects to perform such work outside their normal representational area.

Employees desiring temporary summer work outside their unit shall indicate their desire in writing to the Personnel Office not later than June 1 of each year.

It is understood by the parties that no person can acquire more than one (1) year of seniority in any twelve (12) month period even if performing temporary summer work as described herein.

- F. Prior to any proposed layoff, management shall meet with Union representatives and discuss the need for and plans for implementation of said layoff. At the employer's request, the Union shall assist management in any matter pertaining to layoff and recall.

SECTION II - Recall Procedure

- A. When the unit working force is increased after a layoff, employees will be recalled according to seniority, if capable of performing the work available. Notice of recall shall first be attempted by telephone; recall shall then be by written notice and sent to the employee at his or her last known address by registered or certified mail. Within seventy-two (72) hours after receipt of the recall notice, the employee shall notify the Employer in writing of his or her intention to return to work and within seven (7) days after receipt of the notice of recall, the employee shall return to work. In proper cases, exceptions may be made.

ARTICLE XV

Transfers and Promotions

SECTION I - Transfers

- A. A transfer is a lateral change within a salary classification in each representational area where there is an opening and there is no additional compensation. For example, a movement to another building, to another shift, (when applicable), or to another job within the same salary classification falls within the definition of a transfer. "Bus Run" repicking is not included in the above definition of a transfer but shall be provided for in Appendix B.
- B. Whenever a vacancy in a position occurs which is not considered a promotion, the vacancy shall be posted for five (5) working days. The seniority applicant meeting the minimum qualifications shall have a personal interview with the building or department supervisor. Except as provided below, the qualified seniority employee requesting the transfer shall be granted the position. In the event the qualified seniority employee is denied the transfer, notice and reasons in writing shall be given to the employee with a copy to the Steward. An employee transferred in accordance with this Article will receive a twenty (20) working day trial period to determine his/her ability to perform in the new area or shift. It is understood that the twenty (20) working day trial period is the maximum time-line, while there is no intended minimum time for such trial period.

However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate his/her competency and ability to perform in the new area or shift. In the event the trial period proves unsatisfactory the employee shall revert back to the same or similar position as was held prior to the transfer. Bargaining unit employees will be limited to one transfer per twelve (12) months.

Unsatisfactory attendance and/or discipline records may be grounds for not granting an employee a transfer.

- C. It is understood that in cases of transfer between representational areas, the person transferred shall serve a trial period but that such trial period shall be for thirty (30) working days, since it is a new area of work performance and a new representational area.
- D. The Employer may reassign an employee who is not within the bargaining unit into the bargaining unit, providing there is an open job within the bargaining unit which has been posted under ARTICLE XVII and not been filled, providing such employee shall start earning seniority from the date of reassignment into the unit. (Seniority not related to Salary Schedule steps.)
- E. If an employee is transferred to a position not in the bargaining unit and is thereafter transferred back again by either the Employer or by his/her own volition, the employee shall not lose seniority accumulated prior to the promotion.

It is further understood that should a bargaining unit employee be promoted or transferred outside the bargaining unit and thereafter return to the bargaining unit, the time spent in the non-bargaining unit assignment shall not be considered for seniority accrual within the bargaining unit for the purposes of advantages granted under the Master Agreement including transfers, promotions, lay off and recall.

The above provision will also be in effect when a member of a specific representational area transfers to another representational area and then back to the original representational area.

- F. If and when operations or division or fractions thereof are transferred for more than ten (10) days from one location to another, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.
- G. It is recognized by both parties that unrequested transfers may be necessary. The Employer agrees to avoid unnecessary unrequested transfers. In the event of such a transfer the employee shall have at least one (1) week notice. Also the Superintendent or a designee along with the Chapter Chairperson or a designee shall meet with the employee to explain the need for the transfer. It shall be up to the Superintendent as to whether the unrequested transfer is necessary.

H. During summer months when school is normally not in session, work crews will be allowed for team cleaning of school buildings. It shall be understood, however, that in no case will the concept and utilization of work crews during this time period cause the layoff of full-time regular custodial help during said time.

I. Notwithstanding the five (5) working day posting period provided in Section B above, all known cafeteria vacancies will be announced and awarded at a meeting of cafeteria employees to be held during August of each year. Seniority shall be the determining factor for awarding of such vacancies as well as for the vacancies which result from the filling of announced vacancies, provided that the applicants meet the minimum established qualifications for the open positions. Written notice of this August meeting shall be sent to each regularly assigned cafeteria employee, and any cafeteria employee who wishes to apply for such vacancies must be present at the meeting. Thereafter, remaining vacancies shall be posted as provided for in Section B of this Article.

SECTION II - Promotions

A. A promotion is an upward change in an open job classification within each representational area which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential or premium pay.

B. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) working days.

C. Any employee may apply for a vacancy as defined in Sections A. and B. above. Promotions within the bargaining unit shall be made on the basis of qualifications and seniority. Seniority applicants meeting the established minimum qualifications shall have a personal interview with the building or department supervisor. The senior qualified applicant shall be given first consideration for a promotion in every case where the Employer has determined such senior applicant to have the minimum qualifications in training, ability and experience for the specific position. Unsatisfactory attendance and/or discipline records may be grounds for not granting an employee a promotion.

D. The trial period for promotion shall be thirty (30) working days. It is understood that the thirty (30) working day trial period is the maximum timeline, while there is no intended minimum time for such trial period. However, the trial period shall be of such duration as to afford the employee a reasonable opportunity to demonstrate competency to perform satisfactorily on the job. During the thirty

(30) working day trial period the employee shall have the opportunity to revert back to the former classification and a letter of explanation shall be submitted to the Employer. Likewise, if the employee is unsatisfactory in the new position, the employee will be returned to the former or similar position, and notice and reasons shall be submitted to the employee in writing by the Employer. The matter then may become a proper subject for the 2nd step of the grievance procedure. The employee's salary shall revert to the classification from which the employee was promoted. This salary shall not be affected.

E. Any employee assigned to work above classification for two (2) days (eight (8) hours for cafeteria employees) or more within a pay period shall receive the higher pay for all time worked in such higher job classification. If an employee temporarily works below job classification, the employee shall still receive the regular classification pay. Seasonal adjustments may alter an employee's job classification with the appropriate pay rate change under the wage scale hereinafter set forth.

F. An employee who is promoted during the probationary period shall be considered to have satisfactorily completed the probationary period in the classification from which promoted.

SECTION III

In the filling of vacancies, transfers within classification shall be given precedence over promotions.

SECTION IV

During the trial period, the employee will receive the rate of the job the employee is performing.

SECTION V

Current regular seniority employees meeting established qualifications shall be allowed to transfer or promote as provided in this Article to posted positions within the bargaining unit before any new employees are hired.

ARTICLE XVI

Leaves of Absence

- A. Protracted Illness. All employees with nine (9) months length of service with the Employer will be granted a leave of absence in cases of protracted illness provided that the employee shall be required to provide certification from a competent physician verifying the need for such leave of absence. The Board shall maintain the right to have any employee examined by a Board-designated physician at its expense at any time such examination is deemed necessary. In the event a difference of opinion persists between the employee's physician and the Board-designated physician, the matter shall be referred to an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on all parties.
- In proper cases, upon agreement between the Employer and the Union, exceptions will be made to permit an employee with less than nine (9) months seniority such leave of absence. The employees must notify the Employer and the Union within the first three (3) days of absence, whenever possible. Such leave shall be granted for up to one year. During the time employees are on leave of absence, they will not lose their seniority. When the employees return to work they will be placed in a position comparable to the type of work and wages of the classification which they left. The Employer shall not be required to re-employ any person who

is not capable of performing the duties applicable to the position. Such employees shall be given the opportunity to work another job classification if capable of performing such job.

B. Military Leave. Any employee serving in the United States Armed Forces shall upon termination of such services, be offered re-employment in the previous position, as set forth in the applicable laws and regulations, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform work and duties required on a job. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence or their vacation period for the necessary period during the year for such training or duty.

C. Maternity Leave - Sick Leave.

1. As a result of and in compliance with P.A. 153 of 1978, which requires a sick leave system to be eligible to a pregnant employee on the same terms and conditions as are applicable to other health conditions and temporary disabilities, the following provision shall be effective.

a. An employee shall be granted a maternity leave of absence upon submission of a medical statement confirming the employee's incapacity to work, and such leave shall extend through the period of documented disability. If there is doubt of the

disability, the Employer may require (at its expense) a medical examination confirming the disability.

- b. A pregnant employee shall have the option of using her accumulated sick leave in accordance with Appendix D or taking a leave without pay for the exclusive period of the temporary disability. An employee may not change from an unpaid leave to a paid leave after an unpaid maternity leave has been granted.
- c. Upon termination of the pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the employee shall be required to return to work. Failure to return to work upon conclusion of the leave of absence shall be treated in accordance with ARTICLE XII, Section 3.
- d. If the employee opts for sick leave, which is insufficient to cover the duration of the pregnancy disability, such employee will be on a temporary unpaid sick leave that ends upon conclusion of the disabling period of time (as set forth in subsection b. above). The employee shall then be required to return to work per subsection c. above. Determination of the disabling effects

of pregnancy shall be based upon the medical evidence and/or the employee's inability to perform all the necessary and regular duties and functions of the position.

2. An extension of a leave which is not a result of continuing disability may be granted at the discretion of the Board in accordance with Section E. of this Article.

D. Union Business. Members of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union provided at least two (2) weeks' notice is given and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed two (2) weeks; nor shall more than three (3) employees be eligible for such leave during a calendar year. The employee has the option to take vacation with pay in lieu of the leave of absence. Meetings called by the Employer shall not result in any loss of pay to any Union member in the bargaining unit. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee receive unpaid leaves of absence for periods not to exceed one (1) year or the term of office,

whichever may be shorter. Upon termination of such leave they shall be re-employed with like seniority, status, and pay. Such leave may be extended for a like period upon request.

- E. All other types of leaves of absence may be granted for a reasonable period of time, but not to exceed one (1) year, for good cause. The request for the leave of absence shall be presented in written form to the Employer for evaluation and consent, considering the merits of the request and the efficient operations of the school on a first come first served basis. The employee may request an extension of such leave.
- F. All employees granted a leave of absence for one (1) month or more shall notify the Employer of his or her intent to return to work within seven (7) days of the expiration date of the leave of absence (except for military leave and maternity leave as set forth above). Upon termination of such leave they shall be reinstated with like seniority, status, and pay. However, the Employer shall not be required to reinstate any person who is not capable of performing the duties applicable to the position.
- G. Employees receiving a leave of absence without pay not to exceed one (1) year shall continue to maintain their seniority. Employees receiving a leave of absence without pay exceeding one (1) year shall not have such time

counted in the computing of total school district seniority, nor will other employment benefits be considered to accrue.

ARTICLE XVII

Paid Leave

Sick, Funeral and Personal Leave days will be in accordance with the provisions referred to as Appendix C.

ARTICLE XVIII

Severance and Longevity

Severance and Longevity pay will be in accordance with the existing plan referred to as Appendix D.

ARTICLE XIX

Insurance Coverage

The Employer agrees to pay the full premium for insurance coverage as provided for in Appendix E.

ARTICLE XX

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

Appendix A-1	Wage Schedule, 1987-88
Appendix A-2	Wage Opener for 1988-89
Appendix A-3	Certifications
Appendix B	Transportation
Appendix C	Paid Leave
Appendix D	Severance and Longevity
Appendix E	Insurance Coverage

ARTICLE XXI

Hours, Overtime and Premium Pay

SECTION I.

- A. The regular work week shall consist of five (5) work days, Monday through Friday. The regular work assignment, excluding custodians II, shall consist of eight (8) hours per day, exclusive of a one-half (1/2) hour lunch period, except that employees on the second and third shifts shall receive a one-half (1/2) hour paid lunch period. The regular work assignment for custodians II shall consist of four (4) to seven (7) hours per day.
- B. All employees shall have a regular work shift and each work shift shall have regular starting time, quitting time, coffee breaks and lunch periods. Work schedules showing the employee's shift, starting time, quitting time, coffee breaks and lunch periods shall be posted in each building. Such work schedules shall not be changed except for good cause. If requested the Employer will specify the reasons to substantiate a change in work schedule during a special conference. Following such Special Conference the schedule change may be instituted upon five (5) working days notice to affected employees. If the decision is unacceptable to the employees, the matter may be subject to the grievance procedure beginning at Step 3.

- C. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days; anything less shall be considered temporary.
- D. Employees who work on the second or third shift shall receive in addition to their regular pay, one and one-half percent (.015) and two and one-half percent (.025) respectively, additional compensation.
- E. Notwithstanding their scheduled starting time, custodians II will not be eligible for premium pay for the second shift unless fifty percent (50%) or more of the hours regularly worked are after 5:00 p.m. Custodians II will not be eligible for premium pay for the third shift unless fifty percent (50%) or more of the hours regularly worked are after 8:30 p.m.
- F. Eight hour employees may take a fifteen (15) minute "coffee break" in approximately the middle of the first half of their shift and another fifteen (15) minute "coffee break" in approximately the middle of the second half of their shift. Employees on shifts who work three (3) to six (6) hours shall be entitled to one (1) "coffee break".

SECTION II

- A. Overtime is all time over eight (8) hours per day or forty (40) hours per week. All overtime is to be paid at a rate of time and one-half per hour, the employee's regular hourly rate; provided however, that with mutual consent of the employee(s) and the employer, compensatory time off in lieu of premium pay may be granted. Compensatory time shall be taken prior to any transfer or promotion where possible. Compensatory time will be earned and banked at the rate of one and one-half (1-1/2) times the regular rate, or double time for Sundays and holidays. Any balance remaining in the compensatory bank at time of separation from employment for any reason shall be paid by the Employer.
- B. Overtime shall be distributed equally and impartially as far as practicable. Employees who are to work overtime shall be notified at least twenty-four (24) hours in advance, when possible. Exceptions to the above may be made for any employee working in more than one classification.
- C. A sick day shall constitute a day worked in computing overtime.
- D. Any employee called in to work shall be guaranteed two (2) hours work or pay unless the employee leaves work voluntarily or for personal reasons.

- E. An overtime equalization chart shall be maintained by the person in charge of each building where three or more persons in any given classifications are assigned on overtime to make sure that the overtime is rotated. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work shall be charged the number of overtime hours available.
- F. Overtime will be paid to cafeteria employees for parties, social functions and meetings not associated with school activities which require expenditure by students or student clubs or associations.
- G. For Sundays and holidays the rate will equal two (2) times the regular hourly rate. The provision applies to employees in each representational area.
- H. Extra work is work which is available and can be performed by regular employees working less than eight (8) hours per day. Employees working less than eight (8) hours per day, during their regular scheduled work shift, shall be included on an extra equalization work chart for extra additional hours, based on a rotation system as is described in Section 2.E. for overtime. Such work shall be equalized among and performed by employees within a classification. Same shall be in addition to their regular hours at straight rates of pay up to eight (8) hours per day and forty (40) hours per week.

I. Overtime equalization and/or extra equalization work charts shall be posted in a conspicuous place at each work site as required.

ARTICLE XXII

Safety

- A. The Employer and employees shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report in writing on memo form any items that may be defects of equipment. The Employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the Local Chapter Chairperson and the Supervisor of the unit (in which the equipment is involved) shall forthwith review the equipment, situation and condition in a meaningful attempt to rectify the alleged unsafe condition.
- D. If no consideration is received by the local Chapter Chairperson, the Chairperson shall forthwith take the matter up with the Superintendent of Schools, or his designee. During such time, the employee shall not be required to operate such equipment if in his/her opinion it presents a danger to his/her health or safety. However, if it is found

that the employee's allegation is not justified, such employee shall be subject to disciplinary action. Likewise, if an employee fails to report a defect he/she is aware of, the employee may be subject to disciplinary action.

ARTICLE XXIII

Jury Duty

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within seventy-two (72) hours of receipt of such notice. If an employee, who has completed the probationary period, is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as juror and the normal week's pay, not to exceed four (4) weeks; provided the employee is available for work within the regular work schedule when not occupied with jury duty. It is understood by the foregoing provision that: If the employee is dismissed from jury duty within three (3) hours from the beginning of the shift, the employee shall be required to work for the balance of the shift.
- B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official, listing the dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE XXIV

Union Bulletin Boards

The Employer will provide bulletin board space in each building which may be used by the Union for posting official notices of the following types:

1. Notices of recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

It is the responsibility of the Union to maintain such bulletin boards in a clean and presentable manner.

ARTICLE XXV

Rates For New Jobs

When a new job is created within the bargaining unit which cannot be properly placed in an existing classification, the parties will discuss a proper classification and rate structure to apply. If the job is assigned to a member of the bargaining unit prior to establishment of the rate, the rate shall apply retroactively to such member of the bargaining unit.

ARTICLE XXVI

Michigan Workers' Compensation

- A. Each employee will be covered by the applicable Michigan Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Michigan Workers' Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular net pay based on his/her regular weekly shift; such amount shall be deducted proportionately from the employee's sick leave bank; provided however, that the employee may opt not to utilize his/her sick bank and not receive this additional amount.
- B. When an employee is released to return to work after having been absent on a Workers' Compensation disability, the employee will be reinstated to the classification and location held prior to his or her injury provided:
- a. The treating physician has released the employee to return to his/her regular position.
 - b. The employee returns to work within one (1) year of the date of disability from the Workers' Compensation injury.

The Board shall continue the payment of health, dental and life insurance up to a maximum of one (1) year for an employee unable to work and receiving Workers' Compensation if such payments were being made for the employee at the time of the work related injury. However, during such non-

work time due to a work related injury, vacation days shall not continue to accrue.

Should an employee be unable to return to work within the one (1) year period, the employee may avail himself/herself of a leave of absence for protracted illness beginning a new one (1) year period under that provision. Then, upon the release of the employee's physician to return to work as noted above, he/she shall be placed in the first open position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened. In case an employee who suffered an on-the-job injury is released to return to work but is not able to assume his/her former position, the Employer shall endeavor to place the employee in an assignment in the Bargaining Unit for which he/she is qualified contingent upon the employee's limitation.

C. Disputes

Any medical divergence of opinion shall be resolved in accordance with the provisions of ARTICLE XVIII, A.

ARTICLE XXVII

Severability Clause

If any Article or Section of this Agreement, or any Supplemental thereto, 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 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 XXVIII

Entire Agreement Clause

The parties acknowledge that, during negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals relative to any subject not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right are contained herein and that this contract cancels and supersedes all previous contracts between the Employer and the Union.

The parties recognize that this Agreement may be altered by addition, modification or deletion only through the voluntary, mutual consent of the Employer and the Union by Memorandum of Agreement which has been ratified and signed by both parties, thereby becoming an amendment to this Agreement which is then final and binding on all employees covered by this Agreement and on the Employer.

ARTICLE XXIX

Strikes and Stoppages

During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Employer as defined in Act 379, P.A. 1965 as amended. Notwithstanding the foregoing, in the event any members of the Union or employees represented by the Union violate this Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

ARTICLE XXX

Management's Rights

The Board shall continue to exercise its rights of executive management and administrative control of the school system, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices and procedures for effective management and administration, except those which are clearly and expressly relinquished herein by the Board.

ARTICLE XXXI

Holidays

- A. Twelve (12) month employees in the bargaining unit with seniority shall receive the following paid holidays:

New Year's Day
Good Friday
Monday after Easter (if school is not in session)
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
All Day Christmas Eve
Christmas Day
Full Day before New Year's Day

- B. It is understood, however, with reference to Monday after Easter that when school is in session, or if it is not feasible to observe the holiday on the designated day, the holiday shall be observed by substituting a day during the Easter or Christmas holiday as determined by the Superintendent of Schools.
- C. Ten (10) month employees in the bargaining unit will have those holidays which occur during their work year counted as paid days.
- D. If ten (10) month employees are scheduled to work on a regular basis the day before and after July 4, they will be paid for this holiday.
- E. To qualify for holiday pay (8 hours or less pay at straight time rate), the employee must work the scheduled day before

and after the holiday unless off work due to proven illness or with permission from their immediate supervisor.

- F. When any holiday falls on a Saturday or a Sunday, the holiday will be scheduled on a work day adjacent to the holiday in order to provide the employee with the maximum number of consecutive days off.
- G. By July 1 of each year a calendar will be posted designating the holiday schedule.
- H. If a holiday is observed during an employee's vacation period, the employee shall receive an additional day off with pay in lieu of the holiday pay.
- I. If an employee is required to work on a holiday, the employee shall receive pay at two (2) times their regular rate, in addition to the holiday pay.

ARTICLE XXXII

Vacations

A. All regular employees with seniority working twelve (12) months per year in the bargaining unit shall earn and receive vacation with pay as follows:

Following employment for:	6 months	-	5 days
	7 months	-	6 days
	8 months	-	7 days
	9 months	-	8 days
	10 months	-	9 days
	11 months	-	10 days

Following employment for:	1 year	-	10 days
	2 years	-	10 days
	3 years	-	10 days
	4 years	-	11 days
	5 years	-	12 days
	6 years	-	13 days
	7 years	-	14 days
	8 years	-	15 days
	9 years	-	15 days
	10 years	-	15 days
	11 years	-	16 days
	12 years	-	17 days
	13 years	-	18 days
	14 years	-	19 days
	15 years and over	-	20 days

B. All regular employees with seniority working ten (10) months per year in the bargaining unit shall have a one (1) week paid vacation following ten (10) months employment within the unit. Such vacation pay shall be based upon the employee's assignment (5 days x number of hours per day).

Ten month employees shall have ten (10) days paid vacation following five (5) years of continuous service.

- C. Ten month employees who work eight (8) weeks or more beyond the end of the school year as a summer bid assignment shall be allowed two (2) additional vacation days and two (2) additional sick days.
- D. Use of vacation time can only be scheduled with the Supervisor's approval who will consider both the wishes of the employees as well as efficient operation of the department concerned. Employees shall inform their supervisors in writing by June 1 of each year of their desire for vacation. In the event there is conflict in scheduling vacations, seniority shall prevail. Employees who fail to give the supervisor proper notice by June 1 of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing no later than July 1 of each year.
- E. Full years of service are to be computed for vacation allotments as of July 1 of each year. Such earned vacations are to be taken during the succeeding fiscal year.
- F. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

- G. Vacation may not be waived by an employee and extra pay received for work during that period. However, employees may carry over to the next fiscal year up to five (5) vacation days by mutual consent.
- H. If a regular pay day falls during an employee's vacation, the employee may receive that check in advance. Request for such advance payment shall be made at least two (2) weeks in advance. Within applicable IRS rules, deductions for vacation pay will be treated as if bi-weekly checks had been issued. Vacation pay for utility workers shall be computed at the rate of custodial working leader.

ARTICLE XXXIII

Miscellaneous Provisions

A. Uniforms - The Employer agrees to furnish four (4) uniforms per employee, and replace worn out uniforms in excess of this number, during the year. The Employer shall select the uniforms and the vendor; provided however, that Union representatives shall be requested to be present during the final selection to facilitate the mutual intent for selection of uniforms appropriate to the work group. This provision is for all employees except bus drivers with the further exception that cobbler aprons shall be provided for personnel restricted to elementary food service instead of uniforms. It shall be the responsibility of each employee to properly maintain the uniforms and to see that they are always neat and presentable. Mechanics and groundsmen and carpenters shall be furnished with laundered uniforms in lieu of any uniform allowance. Any employee area which has already exercised its option under the extended contract provision shall be exempt from the provisions for uniforms contained herein. Further, jackets are to be provided for mechanics, mechanic helpers, groundsmen, utility workers, carpenters, and food truck drivers, and jackets are to be available for use in freezers and in the grounds department for utility workers. It is understood that these jackets are to be used on the job only. Coveralls are to be provided for utility workers when working grounds.

B. On any day when school sessions are scheduled but that student attendance is cancelled by the Superintendent due to natural causes or acts of God, employees are expected to report for duty. Unless so notified by the Employer, all employees will be required to work in order to receive pay, provided however, that regularly assigned bus drivers and cafeteria workers are not required to report for work. Those employees not required to work on scheduled days of student instruction which are cancelled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days; however, employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.

Moreover, should the law change such that grace days are allowed and a certain number of "snow days" do not have to be made up, then bus drivers and cafeteria workers will receive pay for the number of "snow days" which do not have to be made up.

Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. It is further understood that employees required to work in order to receive pay, who are unable to report after making an earnest effort to do so, may request and be granted a personal business day if entitled to same under the provisions of Appendix C.

C. Physical Exams:

1. The Employer will pay the cost of physical examinations required for initial employment and for subsequent examinations deemed necessary by management. The Employer reserves the right to deduct the fee for physical examinations outlined above for any employee who terminates prior to six (6) months service.
2. The Employer will select the doctor and pay the cost of required bus driver physical examinations.
3. The Employer will reimburse regular employees for chauffer's license renewals, provided such license is required on the job.

D. Permanently assigned employees working ten (10) months per year in the bargaining unit shall have a paid work schedule consisting of all student attendance days, which shall not be less than the 180 days mandated by Michigan Statute, plus all paid holidays which occur during their work year and all in-service days called by the appropriate supervisor.

E. The Employer agrees to repair or replace vehicle mechanics' tools which are broken on the job and which are not covered by guarantee. In addition, the Employer agrees to a three hundred dollar (\$300) per year tool allowance for vehicle mechanics and vehicle mechanic helpers, provided that all tools purchased under this arrangement are for use on the job even though they are owned by the employee.

F. The Employer further agrees to reimburse groundsmen and utility workers up to forty dollars (\$40.00) per year for the required safety shoes.

ARTICLE XXXIV

Termination and Modification

This Agreement shall continue in full force and effect until the thirtieth (30th) day of June, 1989, and from year to year thereafter. In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this contract. If no notice of termination or modification is given by either party as provided for herein, then this Agreement shall automatically continue in full force and effect from year to year.

If notification is given as provided herein, either party may, upon ten (10) days written notice to the other party, after the termination date terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the 19th day of November, 1987, and this Agreement shall become effective as of July 1, 1987.

AMERICAN FEDERATION of
STATE, COUNTY, and
MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

HURON VALLEY SCHOOLS
BOARD OF EDUCATION
OAKLAND and LIVINGSTON
COUNTIES, MILFORD, MICHIGAN

FOR THE UNION:

Nancy Newton
Nancy Newton
Chapter Chairperson

FOR THE BOARD:

Sally Hogan-Horchler
Sally Hogan-Horchler
President
John Sheffler
John Sheffler
Secretary

NEGOTIATING COMMITTEE:

Kay Kerby
Kay Kerby

Hazel Wren
Hazel Wren

Bruce Vernier
Bruce Vernier

Nancy Longacre
Nancy Longacre

Glenn E. Marshall
Glenn E. Marshall
Council 25 Staff Representative

James H. Doyle
James H. Doyle
Superintendent

Gerald A. Collins
Gerald A. Collins
Chief Negotiator

HURON VALLEY SCHOOLS
APPENDIX A-1
Wage Scale for 1987-88

	Start Prob. Period	After Prob. Period	After 1 Year
	\$	\$	\$
A. <u>Custodial Maintenance</u> Custodian I, Custodian II, Mailperson, Utility Truck Driver, <u>Utility Worker</u> , Food Truck Driver	7.54	7.82	9.20
Working Leader	7.73	8.03	9.46
Groundsman	7.73	8.25	9.78
Grounds Working Leader	7.94	8.47	9.99
Carpenter	9.29	9.57	10.88
Carpenter Helper	8.01	8.30	9.78
Painter	8.36	8.68	9.97
Maintenance Mechanic	9.93	10.23	11.67
Maintenance Mechanic Helper	8.01	8.30	9.78
Warehouseperson	8.30	8.68	9.90
B. <u>Cafeteria</u>			
(major food preparation) Cooks, (and satellite schools)	5.51	5.77	6.99
Manager I, Head Cook, Baker	5.84	6.15	7.37
C. <u>Transportation</u> Vehicle Mechanic	9.93	10.23	11.67
Vehicle Mechanic Helper	8.01	8.30	9.78
Bus Driver, Bus Washer, Senior Citizen Van Driver, Vehicle Maintenance Helper	8.01	8.50	9.46
Bus Attendant	5.51	5.77	6.99

In addition to the above hourly rates, the retirement plan for these employees shall be an employer funded system.

HURON VALLEY SCHOOLS
APPENDIX A-2
Wage Scale for 1988-89

The Wage Scale for 1988-89, Appendix A-2, shall be subject to a reopener. The parties shall initiate negotiations for the purpose of establishing such Wage Scale not later than April 30, 1988. In addition to the wage scale, each party may submit up to four (4) Articles in such negotiations.

HURON VALLEY SCHOOLS
APPENDIX A-3
CERTIFICATIONS

CERTIFICATIONS FOR TRADES:

-----Vehicle Mechanics \$.10 per hour each for up to the six (6) State Heavy Duty Truck Certifications, or Vehicle Mechanics who have been in this position for at least two years with Huron Valley will be "grandfathered in" for an additional \$.60 per hour; i.e., those employed as vehicle mechanics as of the ratification date of this Agreement and with two years seniority shall be automatically certified.

-----Building Maintenance - Maintenance Mechanics and Carpenter.

- A. Journeyman's card or higher certification in the skilled trade, eg. refrigeration or air conditioning, \$.60 per hour, or
- B. Contractor's license in the skilled area, eg. heating or residential builder's license - \$.60 per hour, or
- C. Successfully complete the appropriate test at Michigan Occupational Competency Assessment Center at Ferris State College - \$.60 per hour, or
- D. Maintenance mechanics or carpenters who have been in those positions for at least two years with Huron Valley will be "grandfathered in" for an additional \$.60 per hour; i.e., those employed as maintenance mechanics or carpenters as of the ratification date of this Agreement and with two years of seniority shall be automatically certified.

OTHER CERTIFICATIONS

Silver Spoon - \$.10 per hour

Low Pressure Boilers License - \$.10 per hour

Valid First Aid Certification, including CPR, for Bus Attendants
- \$.10 per hour

APPENDIX B
Transportation

A. The Employer will pay on an hourly rate as specified in Appendix A. Such hourly rate shall be paid for all driving and related duties as assigned by the Transportation Supervisor, i.e., starting, gassing, cleaning, washing, making required reports, daily safety checks, and meetings with parents and principals, etc.

B. As ten-month employees with a paid work schedule as defined in ARTICLE XXXV, Section D, regularly assigned full-time bus drivers with one or more years' seniority shall be guaranteed five and one-half (5-1/2) hours of work or pay each day they are regularly scheduled and timely report for work (which includes being on the job for all hours scheduled). In return for this guarantee it is understood that duties required during the five and one-half (5-1/2) hours guarantee may vary. The employee will be paid his/her hourly rate for all hours worked in excess of the guarantee, except as provided in Section F. below and in ARTICLE XXIII:
- Overtime. For bus drivers hired after July 1, 1981 the five and one-half (5-1/2) hour guarantee shall not apply until such employees shall have a minimum of three (3) years seniority.

It is further agreed that if there is summer work available for these ten-month employees between school semesters, such work will be assigned to the extent available on a seniority basis, provided that any summer work assignments shall be

organized in a package of not less than three (3) hours per day for each day scheduled. It is further understood that employment of ten-month employees during the summer shall not be deemed to be continuous from year to year.

- C. The Employer shall maintain the management right of organizing bus driver assignments into packages. Included in each package will be the total estimated time required to complete the assignment as a total package.
- D. Bus driver assignments, which will be packaged by total estimated hours required, shall be assigned on the basis of seniority bid at a designated time not less than one week prior to the beginning of the school year. The Employer shall post the date of the following years bid day not less than one week prior to the end of the regular school year. The posted notice shall be signed by the Employer and the Steward. The Steward and the Chapter Chairperson shall receive a copy of the signed posting.
- E. New packages (i.e., packages which are established or become permanently vacant after the initial package assignment period at the beginning of the school year) will be posted for seniority bidding. It is further agreed that whenever a total package assignment is changed by one hour or more in total estimated driving time, such package shall be posted as a new package within two weeks.

F. When regular bus drivers covered by this Agreement are called in to work after having left the premises, and such work is not part of their package assignment, then they will be guaranteed two (2) hours minimum pay.

G. Field Trips:

Bus drivers shall be paid their regular rate of pay for all field trip time except such time as exceeds forty (40) hours per week of combined regular driving and field trip time. Except for Sundays and holidays which will be paid at two times the regular hourly rate, the rate for all time in excess of forty (40) hours per week shall be paid an overtime rate of one and one-half (1-1/2) times the regular rate. On over-night field trips, drivers will be paid for actual driving time each day with a guarantee of eight (8) hours per day and will be provided with meals and lodging for all time spent on the trip.

1. When bus drivers are called in for field trips, they will be guaranteed two (2) hours minimum pay.
2. Field trips shall be assigned initially from a seniority list on a rotating basis. Any driver unavailable or refusing an assigned field trip will be charged for the hours.
3. An equalization list for field trips will be posted and kept up to date by the Supervisor for the purpose of assigning field trip hours equitably. Drivers assigned field trips shall be notified as early as possible, but normally not less than twenty-four (24) hours in

advance, whenever possible. It is understood that regular drivers will be given first preference as determined by the equalization list.

H. Drivers and mechanics required by the State to attend classes shall, upon successful completion of said classes, receive pay at the rate used by the State to reimburse the Employer. In addition, the Employer agrees to pay at a rate equal to the rate paid by the State, provided that the total hourly rate shall not exceed the employee's regular rate.

I. The parties recognize that safety is a particularly significant factor in the performance of driving a school bus. For that reason, it is agreed that yearly tests of driving ability and safety may be administered at the discretion of the Employer, provided that the substance of such tests shall be decided jointly with the local Union. Further, it is understood that such tests of driving competency may be required of an individual driver by the Employer at any time during the employment of such driver.

J. Transportation of pupils in school vehicles having a capacity of ten (10) or more passengers will be done by bus drivers only, except in cases of emergency, or in cases where projects are jointly sponsored by the school and another agency, and funds are not available to pay a regular driver. In such cases, the Union shall be consulted and the facts concerning the project made known to them. If a dispute arises it would be proper subject for grievance

commencing at Step 3 of the grievance procedure. Regularly scheduled runs in smaller vehicles will be done by bus drivers.

K. The Employer shall not be precluded from varying the assignments of drivers who have Year Round School runs in their package during down time for Year Round School or when the regular school program is not in session. However, a conference with the Union must take place five (5) working days prior to any change in assignments in order to maintain the integrity of the contract as it applies to wages, benefits, and seniority. Disputes arising out of this section shall be a proper subject of the grievance procedure at Step 2.

L. Regular bus drivers leaving in June shall have first opportunity based on seniority to bid for runs on "Bid Day". The same shall apply to regular bus attendants leaving in June to bid for bus attendant positions on "Bid Day".

APPENDIX C

Paid Leave

- A. All employees with twelve (12) months seniority in the bargaining unit shall accumulate and be credited with a maximum of twelve (12) work days (for 12-month employees) and ten (10) work days (for 10-month employees) of sick leave with pay per year to be credited at the rate of one-half (1/2) day for each biweekly pay period for each of the first two pay periods of each month the employee works. At the beginning of each fiscal year (for 12-month employees) or school year (for employees working less than 12 months), the Employee's "bank" of accumulated sick leave shall be credited with full allowance for that service year. If the employee leaves the Employer during the service year, proper adjustments or changes in pay will be made for sick leave payments not actually earned.
- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one-hundred fifty eight (158) days, except that should a serious illness or disability occur which causes an employee who has the maximum allowable unused sick leave accumulation, as frozen on June 30, 1984, to require more sick leave days, then such additional days shall be

granted at the rate of one (1) day per month of service after June 30, 1984.

C. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations or if the claim for sick leave is false. A doctor's statement may be required by the Employer at any time it believes there is abuse.

D. An employee on sick leave under the provisions of this Article will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

E. Compassionate Leave

All employees with sick leave benefits may be permitted to use a maximum of five (5) days of such leave per year in the event of serious illness (requiring a doctor's consultation) in the immediate family. The immediate family shall be defined as parents, parents-in-law, spouse, children, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law, and grandparents-in-law. To use this time off without loss of pay, the employee must certify in writing to the Superintendent the details of the request. The Superintendent may, at his discretion, grant compassion leave for situations other than those mentioned above, and

the decision of the Superintendent relevant to those situations shall be final.

F. Funeral Leave

In the event of death in the immediate family, as defined in Section E. above, an employee may be granted up to five (5) leave days. To use this time off without loss of pay or sick leave, the employee must certify in writing to the Superintendent the details of the request. The Superintendent may, at his discretion, grant funeral leave for situations other than those mentioned above, and the decision of the Superintendent relevant to those situations shall be final.

G. Personal Business Leave

Each member of the bargaining unit shall be allowed up to two (2) days of employment per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Request for a business leave day shall be as far in advance as possible, but not less than forty-eight (48) hours except for stated emergencies, and shall be submitted in writing to the immediate supervisor stating the reason for such leave. At the end of each fiscal year, unused personal business days will be added to the employee's sick leave bank. Requests for personal business leave which do not comply with the above criteria may be denied in which case reasons will be given.

H. When an employee is unable to report to work on any given day, they shall contact the appropriate supervisor as early as possible, but in no event later than one (1) hour prior to the time they are scheduled to report to work. An employee who does not follow the reporting procedure without adequate reason may lose pay for the day and may be subject to discipline.

APPENDIX D
Severance and Longevity

A. Severance Pay:

If an employee retires or is disabled within the meaning of the Michigan Public School Employees' Retirement Fund, he/she shall be eligible for a severance pay as follows:

1. Ten (10) years of continuous service with the school district - 2% of the last year's regular salary (exclusive of all premium pay).
2. Fifteen (15) years of continuous service with the school district - 2-3/4% of the last year's regular salary (exclusive of all premium pay).
3. Twenty (20) years of continuous service with the school district - 3-3/4% of the last year's regular salary (exclusive of all premium pay).
4. Twenty-five (25) years of continuous service with the school district - 4-1/2% of the last year's regular salary (exclusive of all premium pay).
5. Thirty (30) years of continuous service with the school district - 5% of the last year's regular salary (exclusive of all premium pay).

B. Longevity:

After the following number of years of regularly assigned, uninterrupted service to the Huron Valley School District, employees shall be paid the following amounts of additional pay each year. Payment will be on the first pay in December.

Fiscal Year Beginning 1987-88

After 10 years - \$230.00
After 15 years - \$285.00
After 20 years - \$340.00
After 25 years - \$360.00

APPENDIX E

Insurance Coverage

- A. Employees covered by this Agreement shall be covered by a \$15,000 group term life insurance provided by the Board, to become effective in accordance with Section D. below. Further, in the event of the accidental death of an employee covered under this policy, the effective amount of such coverage shall be doubled (coverage to specify AD&D). To be eligible for life insurance an employee must work at least three (3) hours per day as a regular assignment. It shall be the employee's responsibility to submit the necessary forms to obtain such insurance.
- B. Hospitalization: The Board of Education shall pay for the individual coverage for Blue Cross/Blue Shield hospitalization, or equivalent coverage, which is recognized and accepted by hospitals and physicians, for each employee who desires such insurance, except that the Board shall not pay for any hospitalization if the employee or other family member elects to be covered under another hospitalization plan from another source. The Board further agrees that it will pay up to full family coverage for those employees who are not otherwise covered. The Blue Cross/Blue Shield plan shall consist of MVF-1 comprehensive coverage. The Board shall pay hospital insurance premiums throughout the year for employees covered by this Agreement who would not otherwise be covered for such insurance. To be eligible for hospitalization, an employee must work at least three (3)

hours per day as a regular assignment. Specifically, the plan shall be Blue Cross/Blue Shield MVF-1 comprehensive coverage with Master Medical (Option 3), the ML Rider, and the Prescription Drug Rider (\$2.00 co-payment plan).

C. The Employer shall select the insurance carrier and support the cost of a Dentistry Plan for all full-time employees covered by this Master Agreement. The following provisions shall apply to the Basic Dentistry Plan:

- (1) The Basic Dentistry Plan shall include the following services: examinations, radiographs, patient consultations, preventative treatment (primarily prophylaxis and topical flouride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic and periodontic services.
- (2) The Basic Dentistry Plan shall be based upon a percentage of payment of dentist charges. The percentage shall not be less than 80%.
- (3) The Dentistry Plan shall also include 50% Class III benefits, which shall include orthodontal services at a \$1,500 lifetime maximum benefit per eligible insured person.
- (4) Effective July 1, 1983 the Dentistry Plan shall include 50% Class II (major) dental coverage. The Class II coverage shall include these services: bridges, partials and full dentures.

(5) Where applicable, the dental programs described above shall provide for both internal and external coordination of benefits.

(6) For purposes of this section, full-time employees shall be defined as those employees having a regular assignment of not less than three (3) hours per day.

D. Effective July 1, 1985, the Board shall provide, without cost to employees and their eligible dependents, the following vision care plan including coordination of benefits. To be eligible for this vision care plan, an employee must work at least three (3) hours per day as a regular assignment.

An examination, frame and one pair of corrective lenses (including prescription sun glasses, photo-ray lenses or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

The benefits and payment limitations are:

- (1) Examination - \$30.00
- (2) Single vision lenses - \$17.50 per lens
- (3) Bifocal lenses - \$25.00 per lens
- (4) Trifocal lenses - \$27.50 per lens
- (5) Lenticular lenses - \$32.50 per lens
- (6) Frames - \$35.00
- (7) Contact lenses - \$40.00 per lens

E. The above sections shall become applicable on the first day of the month following ratification unless otherwise specified, or when the insurance carrier's requirements are met. Employees are responsible for furnishing properly signed forms to the Business Office to be covered if they are not presently a member of the Huron Valley Group.

LETTER OF UNDERSTANDING CONCERNING WORKING LEADERS

It is understood by the parties that working leaders have responsibilities which include the performance of duties above and beyond those stipulated on the job description for building custodians. Specifically, working leaders, where assigned, are to act as the conduits for supervision; i.e., they are to relay the supervisor's directions to other custodians and report back to supervision the progress of all assigned custodial work within their building, but shall not be interpreted as to furnishing the Employer with employee evaluation reports.

SUPPLEMENT TO MASTER AGREEMENT 1987-1989
between
Huron Valley Schools Board of Education
and
Huron Valley Chapter Local Union 202-03

The following represents the collective bargaining agreements reached between Local Union 202-03 of the American Federation of State, County and Municipal Employees and the Huron Valley Schools Board of Education for the third year of a three-year Master Agreement which extends until June 30, 1989.

- 1) The Wage Scale for 1988-89 has an effective date of July 1, 1988. (Copy Attached)
- 2) Letter of Agreement - The Board and the Union agreed to the establishment of a Task Force comprised of five (5) Union representatives and five (5) Board representatives to consider employee attendance and methods for improving absentee rates and reducing costs to the district. (Copy Attached)

HURON VALLEY SCHOOLS
APPENDIX A-1
Wage Scale for 1988-89

	Start Prob. Period	After Prob. Period	After 1 Year
	\$	\$	\$
A. <u>Custodial Maintenance</u> Custodian I, Custodian II, Mailperson, Utility Truck Driver, P.M Utility Worker, Food Truck Driver	7.99	8.29	9.75
A.M. Utility Worker	8.19	8.51	10.12
Working Leader	8.19	8.51	10.03
Groundsman	8.19	8.75	10.37
Grounds Working Leader	8.42	8.98	10.59
Carpenter	9.85	10.14	11.53
Carpenter Helper	8.49	8.80	10.37
Painter	8.86	9.20	10.57
Maintenance Mechanic	10.53	10.84	12.37
Maintenance Mechanic Helper	8.49	8.80	10.37
Warehouseperson	8.80	9.20	10.49
B. <u>Cafeteria</u> Cooks, (major food prepar- ation and satellite schools)	5.84	6.12	7.41
Manager I, Head Cook, Baker	6.19	6.52	7.81
C. <u>Transportation</u> Vehicle Mechanic	10.53	10.84	12.37
Vehicle Mechanic Helper	8.49	8.80	10.37
Bus Driver, Bus Washer, Sr. Citizen Van Driver, Vehicle Maintenance Helper	8.49	9.01	10.03
Bus Attendant	5.84	6.12	7.41

In addition to the above hourly rates, the retirement plan for these employees shall be an employer funded system.

LETTER OF AGREEMENT BETWEEN HURON VALLEY SCHOOLS
AND HURON VALLEY CHAPTER, LOCAL UNION 202-03, AFFILIATED
WITH MICHIGAN COUNCIL 25 - A.F.S.C.M.E.

During the negotiations on the reopener for the wage scale and other issues for the 1988-89 fiscal year, the Board and the Union agreed to the establishment of a Task Force comprised of five (5) Union representatives and five (5) Board representatives to consider employee attendance and methods for improving absentee rates and reducing costs to the district.

The Task Force shall hold joint study sessions beginning not later than October 31, 1988 and shall prepare and submit its written report to the Chapter Chairperson and to the Superintendent of Schools not later than March 31, 1989.

For AFSCME Chapter

For the Board of Education

Its Chapter Chairperson

Its Assistant Superintendent