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LABOR AGREEMENT

1989 - 1990

Between

BENTON HARBOR AREA SCHOOLS

and

**CUSTODIAN AND MAINTENANCE UNIT
BUS DRIVERS UNIT
FOOD SERVICE UNIT**

of

**Local No. 953, Council No. 25
International Union of
The American Federation of State, County,
and Municipal Employees, AFL-CIO**

Benton Harbor Area Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

**BOARD OF EDUCATION
1989 - 1990**

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AGREEMENT

This **AGREEMENT** entered into this 16th day of January 1990, by and between the **BENTON HARBOR AREA SCHOOLS**, Berrien County, Michigan, hereinafter referred to as the Employer, and **BENTON HARBOR AREA SCHOOLS, Chapter of LOCAL NO. 953 affiliated with COUNCIL NO. 25 of the INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**, hereinafter referred to as the Union.

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee and the Union. Recognizing that the well being of the Employer and the job security of the employees depend on the Employer's ability to continue to provide the proper facilities for those whom the Employer serves, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

SECTION 1: UNIT DESCRIPTION. Pursuant to and in accordance with the applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for:

Custodial and Maintenance Unit

(a) All employees employed as full-time and part-time custodial employees, maintenance employees, mailman, stock and delivery driver, storeroom attendant and bus mechanics of the Employer, excluding temporary employees and student help, working foremen of maintenance, maintenance supervisor, supervisor of custodians, warehouse supervisor and all other employees of the Employer.

Bus Drivers Unit

(b) All employees employed as regular full time and part-time school bus drivers, excluding dispatchers, temporary employees, substitutes, all office and other service employees of the Employer.

Food Service Unit

(c) All employees employed as food service employees, including cooks, food servers, and food transportation drivers, excluding temporary employees, substitute employees, supervisors, and all other employees of the Employer.

SECTION 2: UNION SECURITY.

(a) Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective, except as provided by sub-paragraph (d), shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay to the Union each month a service charge in an amount equal to the regular monthly dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) Any employee who is a member of and adheres to established and traditional tenets or teaching of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment except, that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of all Union members, to pay sums equal to such uniformly required of Union members to The American Cancer Foundation.

SECTION 3: DUES CHECK-OFF.

(a) An employee who shall tender an initiation fee (if not already a member) and the periodic dues and/or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(b) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.

(c) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(d) During the life of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay the second pay period each month, the applicable amount designated in writing to the Employer by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to the Secretary-Treasurer of Michigan Council No. 25 along with a list of employees from whom the deductions were made. Additionally the list shall include the names of new employees added, the names of employees dropped or for whom dues were not deducted and the reasons why.

(e) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

SECTION 4: EMPLOYER RIGHTS. The management of the school and the direction of the workers is vested exclusively in the Employer, including, but not limited to, the right to hire, assign, transfer, promote, discipline, or discharge only for just cause, to continue to make reasonable rules regarding the safety and work conduct of employees, to use improved methods or equipment, to buy equipment or products, to adjust the manpower to the work on hand and the hours anticipated, and all other functions of management not specifically limited or abrogated by the terms and provisions of this Agreement or by law. Any alleged violations of the Employer Rights shall be subject to the grievance procedure.

SECTION 5: NON-DISCRIMINATION. The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality, marital status, height, weight or

political belief nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his or her membership or non-membership in the Union.

SECTION 6: UNION REPRESENTATION. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activities on the Employer's time or premises.

(a) Custodial Unit

(1) The union shall have the right to elect or designate Chapter Chairperson and four (4) Stewards, one (1) from each of the following shifts and/or departments:

Maintenance (1)

Custodians:

1st Shift (1)

2nd Shift (High School) (1)

2nd Shift (All others) (1)

(b) Bus Drivers and Food Service

(1) The Union shall have the right to elect or designate a Chapter Chairperson and one (1) Steward for each Unit. The Food Service Unit shall have one

(1) Steward located at the High School. In the absence of the Steward, the Chapter Chairperson shall handle the grievance him/herself.

(c) The Union shall notify the Employer in writing of the names of the Chapter Chairperson and Stewards and any changes thereto.

(d) The Union shall be represented in contract negotiations by a bargaining committee; the Local Union President and Chapter Chairperson and one (1) Steward from each unit, plus non-employee representation.

(e) The Chapter Chairperson and Stewards from the bargaining units shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure, but only the Local Union President, and Chapter Chairpersons shall be paid for the time necessarily spent in attending an arbitration hearing. It is expressly understood that, in no event, shall any Union representative leave his/her work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of the Director of Operations and Facilities or his/her designee, which approval will be granted as soon as is practicable after the urgent or critical aspects of the job have been completed, then if denied, such denial shall be a proper subject of the grievance procedure.

(f) School rooms may be used by the Union for meetings and special programs, provided that:

(1) Arrangements are made in advance with the building principal or Director of Operations and Facilities.

(2) Meetings are scheduled within the regular shift hours of the custodial staff or special clearance is obtained from the Director of Operations and Facilities.

(g) It is understood and agreed the Council Representative shall have the right to discuss Union matters over the telephone with the Local President, Chapter Chairperson or Steward and in addition thereto shall have the right to visit employees on the Employer's premises provided he or she notifies the Director of Operations and Facilities or his/her designee prior thereto and a mutually agreeable time is arranged.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 1: DEFINITIONS. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

SECTION 2: PROCEDURE.

FIRST STEP. An employee who has a complaint must submit said complaint orally to the immediate supervisor within five (5) working days after the occurrence of the event or after the employee has knowledge of the event upon which the complaint is based provided the appropriate Steward is present. The immediate supervisor shall give the employee an oral answer to the complaint within five (5) working days after the complaint has been submitted.

SECOND STEP. In the event the complaint is not settled as provided in the First Step, the complaint shall be reduced to writing upon an appropriate form furnished by the Union stating the facts upon which it is based, when they occurred, specifying the section of the contract which allegedly has been violated and the specific relief the grievant is seeking. It must be signed by the employee who is filing the grievance and the Steward and must be presented by the employee or Steward to the Director of Operations and Facilities or representative designated by the Employer within five (5) working days after receipt of the First Step answer. The Director of Operations and Facilities, or his designated representative shall investigate and arrive at a decision regarding the complaint within five (5) regularly scheduled working days following receipt of the written grievance and shall give a written answer thereto to the Chapter Chairperson setting forth the reasons in support of said answer.

THIRD STEP. If the grievance has not been resolved in the foregoing steps and the Union decides to carry the grievance further, the Union shall, within ten (10) regularly scheduled working days, process the grievance to the Director of Personnel by setting forth the objections to the Second Step answer in detail and stating the reason therefore. The Grievance reaching this Step shall be considered at a meeting between the Union's grievance committee and the Personnel Director which meeting shall be held not later than five (5) working days from the time the appeal was taken to this Step. The Personnel Director will give the chairperson of the Union's committee a written Third Step answer within five (5) working days after such meeting unless such time has been extended by agreement between the Board's representative and the representative for the Union. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the chairperson of the Union's committee.

FOURTH STEP. If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within fifteen (15) calendar days following receipt of the Third Step answer, advise the Board in writing that such answer is unacceptable and in such communication further advise the Board of its intent to arbitrate. The matter shall within thirty (30) calendar days be submitted to the American Arbitration Association in accordance with its voluntary labor arbitration rules. If a Grievance has not been submitted to arbitration within said thirty (30) calendar days it shall be considered as being withdrawn by the Union. The Arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses, wages, and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The

expenses, wages and fees of the witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages and fees of witnesses and representatives of the Union shall be borne by the Union.

SECTION 3: GRIEVANCE CONTINUATION. Grievances which are not appealed within the time limits specified herein shall be considered to be settled on the basis of the Employer's last answer. If the Employer fails or neglects to answer a grievance within the time limits specified herein the grievance shall automatically be referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual written agreement between the Employer and the Union.

SECTION 4: GRIEVANCE SETTLEMENTS. Any settlement arrived at between the Employer and the Union of a grievance will be reduced to writing in duplicate and signed by the Employer and the Union. Council 25 of the Local Union will receive one (1) copy and the Employer will retain one (1) copy of such settlement.

SECTION 5: DEFINITION OF WORKING DAYS. Wherever the words are used in this Agreement, "Regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

SECTION 6: SUSPENSION OR DISCHARGE. In the case of a suspension or discharge of a bargaining unit employee, the grievance procedure shall commence at the Second Step.

ARTICLE IV - EMPLOYEE DISCIPLINE

Employees shall be disciplined (including warning, reprimand, suspension and/or discharge) only for just cause. The Employer and the Union subscribe to the concept that any disciplinary action taken shall be appropriate to the behavior which precipitates said action. In instances in which disciplinary action may be appropriate, the employee shall be notified that an investigation concerning an employee's conduct is underway and that disciplinary action may result. Any disciplinary action taken which is claimed to be unjust may be subject to the grievance procedure. In all cases of discipline, the Employer shall promptly notify the Union Steward in writing. During the investigatory period, the employee may be requested to answer questions as propounded by the employer, provided however, said employee shall be entitled to Union representation. In the event it should be decided at arbitration that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation for time lost from work due to such discipline as determined by the arbitrator, which compensation, if any, shall be at the employee's contractual rate of pay, less such compensation as he/she may have earned at other supplemental employment, or compensation provided through Social Aide programs or Unemployment Compensation during such period.

ARTICLE V - SENIORITY

SECTION 1: DEFINITION OF SENIORITY.

(a) Seniority shall be defined as an employee's length of continuous service with the Employer which shall be from his/her most recent date of hire. For the purposes of this section "date of hire" shall be the date the employee first reported for work and received pay pursuant to the instructions from the Employer.

(b) Temporary employees shall be defined as those employees who are hired for a specific job for a period of time which shall not exceed sixty (60) actual work days, unless mutually agreed between the parties hereto to extend said time limit,

it being understood that it is in no way the intent of the Employer to use these employees to displace regular employees or bargaining unit work.

SECTION 2: PROBATIONARY PERIOD. All new employees shall be probationary employees for the first seventy-five (75) days actually worked since their most recent date of hire.

The employer agrees to notify the Unit Chairperson in writing of the new employees and the date they are hired at the same time the Payroll Department is notified.

(a) During the probationary period the employee shall have no seniority status or rights under this contract and may be laid off or dismissed from employment in the discretion of the Employer without regard to his/her relative length of service.

(b) Upon satisfactorily completing his/her probationary period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.

SECTION 3: SENIORITY LIST. The Employer will maintain up-to-date seniority lists, copies of which shall be posted on the appropriate bulletin board in each building by October 1 and March 1 of each year. The seniority lists will provide the names of all employees of each unit entitled to seniority who have completed their probationary period, classification and date of hire, i.e., most senior employee at the top of the list. If two (2) or more employees have the same hiring date, their names will appear on the seniority list alphabetically by the first letter or letters of their last name. The Employer further agrees to provide the Chapter Chairperson with a copy of the seniority list and an additional copy to be sent to Michigan Council No. 25 on the same day they are posted and changes as they occur. The Chapter Chairperson and Michigan Council No. 25 copies of the seniority list and changes as they occur shall include the employee's address on record with the Employer.

SECTION 4: TERMINATION OF SENIORITY AND EMPLOYMENT. An employee's seniority and employment shall terminate if he/she:

(a) Quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.

(b) Is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.

(c) Following a layoff for lack of work or funds, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) calendar days after a written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Employer or, having notified the Employer of his/her intent to return, fails to do so within ten (10) calendar days after such notice is sent or upon the day established by the Employer for his/her return, whichever is the later.

(d) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.

(e) Is laid off for lack of work or funds for a continuous period of twenty-one (21) or more consecutive months.

(f) Is absent from work for nine (9) working days, in addition to the employee's sick leave days within any ninety (90) calendar day period, excluding approved leaves of absence.

(g) Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

SECTION 5: EMPLOYEE LAYOFFS.

(a) When it becomes necessary to lay off employees due to lack of work or funds, temporary employees, probationary employees and part-time employees shall be the first to be laid off provided there are employees with seniority who are available and can satisfactorily perform the available work with a break-in period but without training. Thereafter, the employees in the affected job classification at the work location or building affected with the least job classification seniority shall be the ones laid off, provided senior employees in the job classification are available and can satisfactorily perform the required work of such laid off employees with a break-in period but without a training period. In the event there are no employees with more job classification seniority who are available and can satisfactorily perform the available work of those scheduled for layoff, then the junior employee or employees in such job classification shall be retained, and the next least junior employee or employees shall be laid off.

(b) Within two (2) working days after receipt of notice of layoff an employee may exercise his/her unit seniority to replace a less senior employee within their units provided the senior employee can satisfactorily perform the available work with a break-in period but without training. Employees thus displaced from a job classification shall be entitled to exercise the same right.

(c) The Chapter Chairperson shall receive a list of the names of the employees being laid off within two (2) working days after notice of layoff is given to the employees.

SECTION 6: EMPLOYEE RECALLS. When employees are recalled to work following layoffs for lack of work or funds, they shall be recalled to the job classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved with a break-in but without training period shall be the first to be recalled.

SECTION 7: SUPER-SENIORITY.

(a) In positions or jobs normally considered less than twelve (12) months or full year positions, i.e., summer school or temporary programs, super-seniority shall not apply. Notwithstanding their position on the seniority list, the President, Vice-President, Secretary and Treasurer of the Local and the Chapter Chairpersons of the Bargaining Unit shall, in the event of a layoff for lack of work or funds, be continued at work so long as there is a job in their respective bargaining units which they have the then present ability to satisfactorily perform. It is understood and agreed that such Union representatives shall be required to exercise their actual seniority under the terms of this Agreement until such time as such actual seniority will no longer permit them to remain at work, at which time the super-seniority provided for in this subparagraph may be invoked.

(b) Notwithstanding their position on the seniority list, during the period of their elected position, stewards shall, in the event of a layoff for lack of work or funds, be continued at work so long as there is a job in their bargaining unit which they have the then present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job within that unit for which they have such ability. It is understood and agreed that in the event of a curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit them to remain at work in their bargaining unit at which time the super-seniority provided for in this paragraph may be invoked.

SECTION 8: POSITIONS OUTSIDE THE BARGAINING UNIT. In the event an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred again to an open position within the bargaining unit,

he/she shall not have accumulated seniority while working in the position to which he/she was transferred after sixty (60) working days. Employees returned to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, except seniority.

SECTION 9: RUN ASSIGNMENTS FOR OPERATING DIVISION. Run assignments shall be made by the Coordinator of Transportation.

(a) A regularly assigned run shall be defined as a group of runs that equal twenty-five (25) hours or more per week and the duration is for the entire school year. The Employer agrees to schedule regularly assigned runs so that to the extent the employer deems practical, it will maximize the number of full time positions. Consistent with the above goal, the Employer shall, in its sole discretion, establish weekly run schedules for assignment of full time drivers. Full time/part time drivers shall select regularly assigned group runs based upon their individual seniority wherever there is a selection and assignment of regularly assigned group runs. Any remaining work will be assigned at the employers discretion. Regular full time drivers shall be defined as drivers working twenty-five (25) or more regularly scheduled hours per week. Part time drivers shall be defined as drivers working less than twenty-five (25) regularly scheduled hours per week.

(b) Weekday trips shall be defined as those trips which are requested by a school or other organization, not being regularly scheduled, excluding weekend trips and trips required by Coloma or Eau Claire Districts.

1. All weekday trips will be assigned from a roster of names listed in order of seniority for all drivers (i.e., short trips/week days, long trips/week days, off hours/short, off hours/long).

2. A list of weekday trips will be posted, normally at least 72 hours in advance of the trip. Drivers will be assigned to each trip on a rotational basis from the roster.

3. Each fulltime/parttime driver will check the postings at least twice each day, at the end of the morning and afternoon runs. When a driver has been assigned a trip he/she must sign the appropriate "Yes" or "No" column within 24 hours of the time he/she was assigned to the trip. The date and time must be included with the Yes or No signing. If the assigned driver has not signed the appropriate "Yes" or "No" column within the 24 hour period, the supervisor or dispatcher will write his/her name in the "No" column and the trip will be assigned to the driver due the next assignment from the appropriate roster.

4. When a driver has signed the "Yes" column he/she becomes obligated to drive the trip. Drivers who have signed "Yes" to a trip and later wish to remove the "Yes" and sign "No" to that same trip must have the change initialed by a supervisor. The affected driver will miss the next rotation on the same rotation list.

(c)

1. There shall be established a week-end trip roster for trips scheduled for after 12:01 a.m. on Friday through 11:59 p.m. Sunday. Full time drivers shall be given first opportunity to make the weekend trips on a rotating basis. In the event a week-end trip is not taken by the driver first offered as defined in paragraph (d) in this section, the Coordinator of Transportation or his designee shall assign the trip to the next available full time driver regardless of seniority. In the event no full-time driver is available for the week-end trip the Coordinator of Transportation or his/her designee shall assign the

weekend trip to a part-time driver. To qualify for a week-end trip assignment, the employee must have worked the preceding regularly scheduled work day. If the employee did not work the preceding day, the trip will still be credited to the driver for the purposes of rotation.

2. Inability to accept a week-end trip or refusal to accept a week-end trip must be made four (4) hours before the trip is scheduled to leave. If the required four (4) hour notice is not given, the driver becomes ineligible for the next week-end trip and will be notified of said ineligibility by the Coordinator of Transportation or his/her designee.

3. Week-end trips which are connected with the school curriculum and are within the Twin Cities area or to a transfer school district under the desegregation order shall not be considered a week-end trip for the purposes of this agreement and shall not be considered a week-end run for roster time.

(d) In the event a full time driver is scheduled to make a week-end trip which is canceled four (4) hours prior to departure time, he shall receive one (1) hour pay at his regular hourly rate. In the event regular full time drivers report for work and school is subsequently canceled, he/she shall receive a minimum one (1) hour pay or the maximum of time spent on the job whichever is of the greater.

(e) The employer and Union agree that in the event a run has a scheduled split of fifteen (15) minutes or greater, the driver shall not receive pay for said split time.

(f) All drivers may be called upon to do extra work when necessary, including Sunday and holidays. However, said work shall not be required if it will result in the driver not having one day off during the week. Such extra work will be paid at the employee's applicable rate of pay.

SECTION 10: TEMPORARY TRANSFERS. The Employer shall have the right to temporarily transfer employees from one job to another job irrespective of their relative seniority status to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the duration of such absences. Such absences shall not exceed thirty (30) days. The Employer shall have the right to temporarily transfer employees to fill temporary jobs and take care of unusual conditions or situations in excess of thirty (30) days provided the senior employees in the affected job classification are offered the transfer first, which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of a permanent opening or vacancy. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial/probationary period is over and he/she is permanently assigned thereto.

SECTION 11: FILLING OF VACANCIES:

(a) The filling of vacancies and newly created jobs within the bargaining unit shall be made on the basis of qualifications and seniority. Job vacancies will be posted for a period of seven (7) calendar days setting forth the job description and minimum qualifications for the position, location and shift in a conspicuous place in each building. Employees interested shall apply in writing to the Director of Personnel within the seven (7) calendar days posting period. The senior employee applying for the vacancy and who meets the minimum job qualifications shall be granted a trial period of ten (10) days actually worked to determine his/her ability to satisfactorily perform the job, or his/her desire to remain on the job. In the event the senior applicant is denied the position and disagrees with the decision of the Employer, he/she shall have the right to grieve. Job postings will be offered unit-wide prior to being offered to open competitive applicants.

(b) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee or if the employee requests to be relieved during the trial period he/she shall be returned to the step of the wage schedule of the classification he/she left.

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

(d) Employees awarded work in a higher classification shall be paid the rate of the higher classification.

(e) No later than twenty-one (21) calendar days prior to the start of each regular school year, the Employer shall post notice of all vacancies and newly created jobs that occurred during the summer break on the Service Center Bulletin Board. Notice of all vacancies and newly created jobs and the filling thereof shall be in accordance with (a) of this section.

(f) The Employer agrees to provide the Union's Chapter chairperson with a copy of each posting, a list of the names of the employees who bid for the job and to whom the job was awarded, if it was awarded, within ten (10) calendar days after the posting period.

(g) Employees who have been awarded a transfer as above provided within their classification only for a building or shift change shall be ineligible thereafter to bid again within their classification for three (3) months.

(h) Summer Assignments. Bus driving assignments during the summer school period shall be given to the drivers who desire such assignments with the greatest amount of seniority and who are qualified and can satisfactorily perform the assignments. No fringe benefits shall be paid for summer employment.

SECTION 12: REQUEST FOR RUN ASSIGNMENTS. The Employer or the Union may request the assignment of all regularly scheduled assigned group runs to be posted for bidding within five (5) working days whenever:

(a) An existing temporary assignment has been in effect for ninety (90) days or more, or

(b) In the event that permanent changes are made in the run schedules, routes, or route mileage that cause a change in hours worked of more than thirty (30) minutes daily. Employees who are on a leave of absence and not expected to return within thirty (30) working days from the date the bid board is first posted shall not be eligible to bid. Upon return said driver shall be assigned by the Coordinator of Transportation or his designee to the first available vacancy.

SECTION 13: SELECTION OF REGULARLY ASSIGNED GROUP RUNS. Whenever an assignment of group runs has been made in accordance with the provisions of Section 12 above of this Article all regularly assigned group runs together with a seniority list of all full time drivers shall be posted at least five (5) regularly scheduled working days and not more than ten (10) regularly scheduled working days before the new schedule goes into effect. The regularly assigned group runs shall be posted two (2) regularly scheduled working days for inspection. Selection of runs shall begin on the third regularly scheduled working day after posting of such assignments. The selection of runs shall be according to seniority and shall be made in the following manner:

(a) Drivers may select group runs by seniority from 9:00 a.m. to 4:30 p.m. This time shall be posted with each assignment of runs.

(b) Drivers occupying positions 1-20 on the seniority list shall sign the bid board on the third regularly scheduled working day. Drivers occupying positions 21- 40 on the seniority list shall sign the bid board on the fourth regularly scheduled working day. Drivers occupying positions 41-60 on the seniority list shall sign the bid board on the fifth regularly scheduled working day. Drivers occupying

positions 61-80 on the seniority list shall sign the bid board on the sixth regularly scheduled working day. Any additional selections will be made by drivers with the maximum 20 operators signing each regularly scheduled working day until selection is completed.

(c) Any driver who fails to bid in accordance with the time limits above described shall be assigned by the Coordinator of Transportation or his/her designated representative. In such event the driver shall be assigned to the run previously assigned to the driver for the run most similar in shift route number and pay, which is available at the time of assignment.

SECTION 14 : VACANCIES. A vacancy shall be defined as an opening for a transportation unit employee and not as an assignment of a group of runs or other internal assignment of work.

ARTICLE VI- NEWLY CREATED JOBS

If, during the life of this Agreement, a new job classification is created by the Employer or a substantial alteration in the job content of an existing job classification is effected by the Employer, a temporary rate range for the new or altered job classification shall be established by the Employer and the Union will be promptly notified in writing as to the effective date of the temporary rate. If no objection to the rate range thus set is registered with the Employer within ten (10) calendar days after the temporary rate range has been set, such rate range shall become permanent. If the Union contends that the temporary rate range is inadequate, it shall serve a written notice upon the Employer within such ten (10) day period of its desire to negotiate with respect to the rate range. If a mutually satisfactory rate range has not been arrived at within fifteen (15) days after such written notice has been served on the Employer, the issue shall be considered as a grievance and processed under the grievance procedure (including arbitration) starting at the Third Step thereof. In the event the rate range is changed through the above referred to negotiations or grievance procedure, the rate range thus arrived at shall become effective as of the date on which the temporary rate range has been established.

ARTICLE VII - STRIKES AND LOCKOUTS

SECTION 1: STRIKES. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. Any employee, group of employees or Union Steward who instigates, aids, or engages in a strike, slowdown, or any other concerted interference with the operations of the Employer may be reprimanded, disciplined or discharged.

SECTION 2: LOCKOUTS. The Employer agrees that it will not lockout the employees.

ARTICLE VIII - SAFETY AND HEALTH

SECTION 1: PHYSICAL EXAMS AND T.B. TESTS. As a continuing condition of employment, each employee may be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. Employees shall also be required to satisfactorily pass an annual examination for tuberculosis, as required by State law or regulation. The Employer may require a physical or psychological exam to be given by a physician designated by the Employer at the Employer's expense.

SECTION 2: SAFETY PROVISIONS. The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

SECTION 3: SAFETY COMMITTEE. A safety committee composed of two (2) employees from the bargaining unit and two (2) representatives of the Employer shall be instituted. This committee shall include a designated Steward and the Chapter Chairperson from the bargaining unit and shall meet with the Director of Business and Finance or someone by him/her designated at mutually agreed upon times.

SECTION 4: ACCIDENT REPORTS. Employees must immediately report to the Employer all accidents or injuries sustained by students or themselves or in which the vehicle entrusted them is involved. Employees shall be required to fill out report forms made available by the Employer.

SECTION 5: ACCIDENT REVIEW BOARD. This Board will include one Steward from the bargaining unit, the Chairperson of the bargaining unit, two (2) persons selected by the Coordinator of Transportation, and the Coordinator of Transportation.

(a) The Accident Review Board will meet as needed. Members of the Accident Review Board shall be duly notified in writing of the meeting time and place.

(b) The Accident Review Board shall review the accident report, make any necessary investigation and suggestive corrective action to be taken to avoid a similar occurrence.

(c) Employees involved in an accident will be notified in writing of the Accident Review Board's determination of whether the accident was a chargeable one and such notification shall become part of the driver's personnel file.

(d) Bargaining unit members shall not have a vote in determining whether the accident was a chargeable offense.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

SECTION 1: DISABILITY LEAVES. An employee who, because of illness or non-duty accident, is physically unable to report for work shall, within three (3) working days after the employee has been notified that he/she no longer has any sick leave credits available, request a disability leave of absence and he/she shall be given a leave of absence without pay or benefits and without loss of seniority until the employee is certified by his/her physician that he/she is capable of returning to work without restriction or limitation. Provided however, such disability leave shall not exceed a period of two (2) years. Provided further, the employee first promptly notifies the Employer of the necessity for such leave with a certification from a physician setting forth the necessity for such leave and further that he/she supplies the Employer with certification from a physician of the necessity for the continuation thereof when the same is requested by the Employer.

(a) If such employee is able to return to work within sixty (60) working days following the start of such leave, he/she shall be reemployed in his/her former position and shift.

(b) If such employee is not able to return to work until after sixty (60) working days following the start of such leave, he/she shall be reemployed in his/her former position, if available, or in another position of equal or lower pay for which he/she has the seniority to replace the least senior employee within the classification affected.

(c) To be eligible to return to work after a leave of absence an employee must provide the Employer with a certification from a physician that he/she is able to return to work without restriction or limitation.

(d) "Physician" shall be defined as a practitioner of medicine, including chiropractic science, provided, however, if the Employer has reason to question an employee's certification from a physician, the Employer may require the employee to take a physical or psychological exam to be given by a physician designated by the Employer at the Employer's expense. If after such physical or

psychological exam there is a dispute, the employee will receive a physical or psychological exam by a physician, excluding chiropractic science, mutually selected by the Employer and the Union. The decision of the physician selected by the parties shall be binding. The fee for the physician selected by the parties shall be shared equally by the Employer and the Union.

(e) Pregnancy Leave. Pregnant employees shall be granted maternity leave of absence without pay or fringe benefits and without loss of seniority at any time deemed appropriate by her and her physician. Such leave will be granted for a period of up to two (2) years. Receipt by the Employer of a certification from a physician that said employee is capable of returning to work without restriction or limitation shall be required before the employee is permitted to return to work.

SECTION 2: UNION BUSINESS LEAVES. Members of the Union elected to attend functions of the International Union such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Employer. The total cumulative time allowed shall be two (2) weeks in any fiscal year.

SECTION 3: MILITARY LEAVES. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of said act granting such rights of reinstatement.

ARTICLE X - PAID LEAVES OF ABSENCE

SECTION 1: JURY DUTY. An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from his/her employment with the Employer on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give his/her immediate supervisor or representative designated by the Employer, whichever is applicable, prior notice that he/she has been summoned for such jury duty and the days which he/she claims such payment.

SECTION 2: FUNERAL LEAVE. All employees who at the time have completed their probationary period shall, upon presentation to the Employer of proof of attendance, receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits. However, payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law and grandparents and/or grandchildren. Seven (7) additional days leave of absence may be taken provided the employee has sufficient unused sick leave credits accumulated.

In the case of death of employee's spouse, son, or daughter, the above mentioned funeral leave shall be five (5) days.

SECTION 3: WORKER'S COMPENSATION SUPPLEMENT. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall receive from the Employer the difference between the allowance under the Worker's Compensation Act and his/her regular weekly income

for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. Upon the expiration of the one hundred twenty (120) days supplemental pay period an Employee shall be entitled to use accumulated sick leave, in one-half (1/2) day increments, until said sick leave is exhausted. Said use of sick leave supplement shall not exceed the total equivalent of what he/she would have received in daily pay based on his/her normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an employee is on Worker's Compensation. Provided, however, the Employer shall continue the employee's health insurance benefits until such time as the employee's supplemental period and/or accumulated sick leave is exhausted.

An employee who is receiving Worker's Compensation benefits may be assigned, irrespectively of seniority, to a job he/she is capable of satisfactorily performing. In the event the Employer creates a position so as to assign an employee who falls within the provisions of this section, the Employer shall not be required to post such position.

ARTICLE XI - SICK LEAVE

SECTION 1: EARNING SICK LEAVE. For employees who qualify therefore, paid sick leave shall be earned and accumulated on the basis of one (1) day per month for each month the employee works. For employees in the transportation and food service units who are engaged in summer employment such earning and accumulation of sick leave shall not apply. Except as provided in Section 5 of this Article, unused sick pay credit shall accumulate from year to year without limit. A record of sick leave accrued through June 30 of each year shall be given to the employee by October 1 each year.

For the purposes of this Section, one month's work shall be defined as a minimum of ten (10) regularly scheduled work days.

SECTION 2: QUALIFICATIONS FOR SICK LEAVE PAY. In the event an employee is going to be unavailable for work he/she shall call a telephone number established by the Employer as early as possible but not later than one (1) hour prior to the employee's established reporting time. Once an employee has reported as being unavailable for work, it shall be the responsibility of the Employer to arrange to have his job performed if the Employer deems it necessary. It shall be the responsibility of the employee to call the number established by the Employer before the close of the normal business day, the day preceding his/her return in order that work schedules and assignments can be properly made. The failure of an employee to timely notify the Employer of his/her unavailability and availability for work so that proper arrangements can be made shall result in the regular employee losing a day's pay. If an employee becomes ill during his/her work hours, he/she shall promptly notify the immediate supervisor or representative designated by the Employer, whichever is applicable, or call a designated telephone number so that arrangements may be made to cover his/her absence.

(a) The Employer may require a medical doctor's statement to support the necessity for more than three (3) separate sick leave absences per year and/or to certify that the employee is physically and/or mentally fit to return to duty at the conclusion of such illness or accident related injury without restriction or limitation. If the doctor's statement is required, the employee will be notified in writing in advance that in the future it will be required, and it must state the cause of such absence, confirm the necessity therefore and, before the employee resumes his/her normal duties, must state that the employee is physically able to return to and perform his/her job duties.

b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

SECTION 3: OTHER USE OF SICK LEAVE. Qualified employees who furnish proof satisfactory to his/her immediate supervisor may use accumulated paid sick leave subject to the following limitations:

(a) Leaves for critical illness of a member of an employee's immediate family shall be available for a period of not to exceed ten (10) regularly scheduled working days per fiscal year, unless his/her immediate supervisor grants him/her additional time off from work.

(b) Leaves for dental and/or doctor appointments that could not be made for times other than during regular duty hours, provided the employee notifies his/her immediate supervisor in writing as soon as the appointment is made.

(c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family as defined by Article X, Section 2, shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of attendance, if requested.

SECTION 4: BUSINESS LEAVE. An employee who has completed six or more months of continuous service since his/her last hiring date may utilize up to two (2) unused accumulated sick leave days per fiscal year when a dire business necessity arrives and it is imperative that the employee's presence is required away from the school property and such business matters can not be arranged outside the employee's normal work day subject to the following:

(a) The request for time off is submitted in writing on a form provided by the Employer to the immediate supervisor or representative designated by the Employer, whichever is available, who shall review the request and forward it to the Director of Personnel for his/her approval. The request must state the reason why the leave is necessary and must be filed in advance of the desired time off so that it reaches the Director of Personnel at least five (5) school days before the intended date of absence in order for the request to receive consideration and if approved, the necessary arrangements can be made. Emergency requests will be given consideration and if approved they will be granted as soon as possible.

(b) Except in emergency situations as determined by the Superintendent, such business leave will not be permitted on the last school day prior to or the first school day following a holiday, school recess, or the day before or day after parent-teacher conference days or in-service days.

SECTION 5: SICK LEAVE PAYMENT. Whenever paid sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. For the purpose of this Article a day or a days pay as herein provided shall be defined as the actual number of hours the employee is regularly scheduled to work on the day the employee would have otherwise worked but for the sick leave. Sick leave payments made hereunder shall be pro-rated no less than half day increments.

ARTICLE XII - HOLIDAYS

SECTION 1: SCHEDULED HOLIDAYS. For employees who qualify, the following days shall be recognized and observed as paid holidays.

(a) Custodians/Maintenance.

Two (2) days at New Years

Good Friday (according to School Calendar)

Memorial Day

Independence Day

Labor Day
Two (2) days at Thanksgiving
Two (2) days at Christmas
Martin Luther King Day

(b) Bus Drivers.

Good Friday (according to School Calendar)
Memorial Day
Two (2) days at Christmas
Two (2) days at Thanksgiving
Martin Luther King Day

(c) Food Service.

Good Friday and/or Easter Monday (according to School Calendar)
Memorial Day
Two (2) days at Thanksgiving
Two (2) days at Christmas
Labor Day
Martin Luther King Day

SECTION 2: HOLIDAY ELIGIBILITY REQUIREMENTS. To be eligible to receive holiday pay hereunder, an employee must have completed his/her probationary period and must have worked his/her regularly scheduled work day preceding the holiday and his/her regularly scheduled work day following the holiday, (1) unless such day or days occur during the employee's regularly scheduled vacation period, or (2) unless such employee was excused in writing by the immediate supervisor or representative designated by the Employer, whichever is applicable, for legitimate reasons from working part or all of the hours he/she was scheduled to work on such days.

SECTION 3: HOLIDAY PAY. For the purpose of this Article a day or a day's pay as herein provided shall be defined as the number of hours the employee is regularly scheduled to work.

ARTICLE XIII - VACATIONS

A. CUSTODIAN/MAINTENANCE

SECTION 1: VACATION SCHEDULE. The following vacation plan shall be effective during the life of this Agreement:

- (a) Full-time employees who, as of their anniversary date, have completed one (1) but less than two (2) years of continuous service with the Board since their last hiring date shall receive five (5) days vacation with pay.
- (b) Full-time employees who, as of their anniversary date, have completed two (2) but less than seven (7) years of continuous service with the Board since their last hiring date shall receive ten (10) days vacation with pay.
- (c) Full-time employees who, as of their anniversary date, have completed seven (7) or more years of continuous service with the Board since their last hiring date shall receive fifteen (15) days vacation with pay.

SECTION 2: VACATION ELIGIBILITY REQUIREMENTS. To be eligible to receive vacation time off with pay an employee must be a regular full-time employee.

SECTION 3: SCHEDULING VACATIONS. An eligible employee may take his/her vacation at any time following his/her anniversary date in which the vacation was earned provided, in the judgment of the Director of Operations and Facilities, he/she can be spared from work at the time of his/her choice. Request for vacation time off must be made at least thirty (30) days in advance of the start of such vacation unless otherwise approved by the Supervisor of Custodians or Maintenance as applicable.

(a) Vacation days shall not be cumulative from year to year.

(b) Full-time employees must take their vacation time off in order to be eligible to receive vacation pay.

(c) At the sole discretion of the Employer, upon request by an employee who is entitled to fifteen (15) days vacation with pay, he/she may be allowed to work five (5) days of the fifteen (15) days vacation.

SECTION 4: VACATION RESCHEDULED. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled upon receipt of evidence from such physician. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation in accordance with Section 2 above.

SECTION 5: VACATION PAY UPON SEVERANCE OF EMPLOYMENT. If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits, or is discharged on or AFTER his/her anniversary date upon which he/she earned vacation pay without having received the same, such employee shall receive, along with his/her final paycheck, the vacation pay for which he/she has earned to date of termination.

B. BUS DRIVERS

SECTION 1: VACATION PAY. All employees who have completed their probationary period and have worked the last day of the school year will receive pay in lieu of vacation time off. The amount of pay shall be two percent (2%) of the employee's annual earnings upon the completion of one (1) school year of continuous service, four percent (4%) of the employee's annual earnings upon completion of two (2) years of continuous service, and six percent (6%) of the employee's annual earnings upon completion of six (6) years of continuous service. In order to receive the pay above referred to, it is understood the employee must actually work the last day the Bus Driver employees are scheduled to work unless (1) the employee is excused by the Coordinator of Transportation, (2) the employee is sick and presents a doctor's certificate attesting to said illness, or (3) due to an injury or act of God which requires the employee to remain away from work. It is understood and agreed that bus drivers who are engaged in summer employment shall not have such pay received for summer employment calculated for vacation pay purposes.

SECTION 2: VACATION PAY UPON SEVERANCE OF EMPLOYMENT. If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits, or is discharged on or AFTER his anniversary date upon which he earned vacation pay without having received the same, such employee shall receive, along with his final paycheck, the vacation pay for which he has earned to date of termination.

C. FOOD SERVICES

SECTION 1: VACATION PAY. All employees who have completed their probationary period and have worked the last day of the school year will receive pay in lieu of vacation time off. The amount of pay shall be two percent (2%) of the employee's annual earnings upon completion of one (1) year of continuous service and four percent (4%) of the employee's annual earnings upon completion of two (2) years of continuous service. In order to receive the pay above referred to, it is understood the employee must actually work the first day and the last day the Food Service employees are scheduled to work unless (1) the employee is excused by the Coordinator of Food Services; (2) the employee is sick and presents a doctor's certificate attesting to said illness; or, (3) due to an injury or act of God which requires the employee to remain away from work. It is understood and agreed that food service workers who are engaged in summer employment shall not have such pay received for summer employment calculated for vacation pay purposes.

SECTION 2: VACATION PAY UPON SEVERANCE OF EMPLOYMENT. If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits, or is discharged on or AFTER his anniversary date upon which he earned vacation pay without having received the same, such employee shall receive, along with his final paycheck, the vacation pay for which he has earned to date of termination.

ARTICLE XIV - WAGES AND HOURS

SECTION 1: APPENDIX A. The job classification and applicable rates of pay are set forth in Appendix A attached hereto, and by this reference become a part hereof and shall remain in full force and in effect the duration of this Agreement.

SECTION 2: WORK DAY AND WORK WEEK.

A. Food Service

(1) The normal work day shall consist of the number of hours per day for each job as arranged by the Employer prior to the beginning of each academic school year, Monday through Friday in accordance with the school calendar as established by the Employer.

(2) All employees are expected to be at their assigned work station at the starting time as established by the Employer.

(3) Employees regularly scheduled to work four (4) hours or more per day shall be entitled to a rest or break period not to exceed fifteen (15) minutes at or near the mid-point of their shift to be scheduled by their immediate supervisor.

B. Bus Drivers

(1) The normal work day shall consist of total hours per routes as arranged by the Employer prior to the beginning of each academic year, Monday through Friday in accordance with the school calendar as established by the Employer. It is understood that the routes may be changed or rearranged during the school year by the Employer after consulting with the Chapter Chairperson and Steward of the foregoing.

(2) Each employee is expected to be at his/her place of assignment at the starting time as established by the Employer.

C. Custodians/Maintenance The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours Monday through Friday both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty (40) hours of work per week.

(1) First shift custodians shall be granted a one (1) hour unpaid lunch period at or near the mid-point of their work day. First shift maintenance shall be granted a one-half (1/2) hour on site paid lunch period at or near the mid-point of their work day.

(2) Second and third shift custodians/maintenance employees shall be granted a one-half (1/2) hour paid lunch period at or near the mid-point of their work day. Those employees on a one-half hour paid lunch period shall remain available for work call on site during such lunch period.

(3) All employees are expected to be at their assigned worksite at the starting time of their shift.

(4) It is understood and agreed that if the third shift starts on Sunday night it shall be construed to have been worked in its entirety on Monday, or if it ends on Saturday morning it shall be construed to be worked in its entirety on Friday for the purposes of this Agreement.

(5) All employees shall be entitled to a fifteen (15) minute on site break period at or near the mid-point of the first half of their work day and a fifteen (15) minute on site break period at or near the mid-point of the second half of their work day. It is understood and agreed that timing of the lunch and/or break periods may vary depending on the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. The lunch and break period shall apply to employees who are regularly scheduled to work six (6) or more hours per day.

(6) In the event of a scheduled shift change for a custodian/maintenance employee, the Employer shall give five (5) working days notice to the affected employee. If a custodian's shift is changed by two (2) hours or more he/she shall be allowed to bump a less senior custodian in the same building who is qualified to perform the job for which the shift change has been made.

(7) Mail Person shall be scheduled from 8:00 a.m. - 5:00 p.m. with one (1) hour unpaid lunch period.

SECTION 3: CALL IN PAY

(A) Bus Drivers. Any employee called to work on an emergency run shall be paid for a minimum of two (2) hours at the established rate of pay. An emergency shall be defined as any incident over which the Employer has no control.

(B) Custodians/Maintenance and Food Service. An employee who is called in to perform work at a time other than that for which he has previously been scheduled shall be guaranteed a minimum of two (2) hours of work or pay at time and one-half the employee's regular straight time hourly rate. This provision does not apply to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day but who continue to work their regular day thereafter.

SECTION 4: OVERTIME

(a) Time and one-half the employee's regular rate of pay shall be paid:

(1) For all hours worked in excess of eight (8) hours per day.

(2) For all hours worked in excess of forty (40) hours per week.

(3) For all hours worked on holidays as defined by this Agreement in addition to holiday pay.

(4) All hours worked on Sunday shall be at double the rate of pay.

(5) Time and one-half the employee's regular rate of pay shall be paid for Food Service and Custodial employees for all work performed on Saturday, unless it is part of that employee's regularly scheduled shift.

SECTION 5: PROHIBITION AGAINST PYRAMIDING OVERTIME PAY. It is understood and agreed there will be no pyramiding of overtime pay or other premium pay under the terms and conditions of this Agreement.

SECTION 6: OVERTIME WORK. When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same job classification, crew or location where the overtime work occurs. The employer shall keep a record of all overtime worked and shall endeavor to offer available overtime work to those employees with the least amount of overtime. New hires shall be placed at the bottom of the overtime list. Employees who are offered but refuse overtime shall be charged for same. In the event

an employee would have been offered overtime but was unavailable due to absence he/she shall be charged with said overtime

(a) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may be performed by the employee or employees who were performing this specific job immediately prior to the occurrence of the overtime period.

(b) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore, employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee shall be expected to work the required overtime requested of him/her unless he/she is excused by his/her supervisor.

(c) Extra hours are defined as additional hours not qualifying as overtime per Section 4 of this Article.

SECTION 7: IN-SERVICE TRAINING AND OTHER MEETINGS. Employees required to participate or who, with approval of the Director of Business and Finance, voluntarily participate in in-service training shall be paid their regular straight time hourly rate of pay for the time spent in attending in-service training. Employees shall be required to attend meetings called by the Employer with respect to problems, policies, and regulations or other information which will directly affect them and shall be paid at their regular straight time hourly rate of pay for attending such meetings when their attendance is required.

ARTICLE XV

HEALTH INSURANCE, DENTAL INSURANCE AND VISION CARE

HEALTH INSURANCE - The employer agrees to pay during the life of this contract the published rate in effect for MESSA Super Care I per month towards the purchase of up to Full-Family Subscriber Hospitalization insurance for all full-time employees. The Employer further agrees to pay the cost of employee only hospitalization insurance per month for employees regularly scheduled to work twenty-five (25) hours or more per week, but less than forty (40) hour per week for each month employed.

DENTAL INSURANCE - For the life of this Agreement the Board shall provide, without cost to the employee, dental insurance under Delta Dental Plan C with 0/1, CO-Pay 50/50/50, including internal and external coordination of benefits for all employees working twenty-five (25) or more regularly scheduled hours per week for each month employed.

VISION CARE - The Board shall provide without cost to the employee, during the life of this Agreement, MESSA Full-Family Vision Service Plan II for all employees working twenty-five (25) or more regularly scheduled hours per week for each month employed.

ARTICLE XVI - GENERAL

SECTION 1: RULES OF CONDUCT. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary and shall post the changed rules for ten (10) working days before it deems effective, in addition to furnishing a copy of said rule change to the Chapter Chairperson.

SECTION 2: LICENSE REQUIREMENTS. It shall be the responsibility of each employee to meet the qualifications for a license required for the performance of his/her job

responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.

SECTION 3: BULLETIN BOARDS.

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

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

(b) A copy of notices will be forwarded to the Employer.

(c) Such notices shall contain nothing of a political or defamatory nature.

SECTION 4: SUBCONTRACTING. The District shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, subject to the grievance procedure, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. The intent of this provision is not to eliminate bargaining unit work without first negotiating with the Union when such subcontracting is for economical reasons.

SECTION 5: EMERGENCY WORK. It is understood and agreed that in case of emergencies when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Employer may be used for the duration of the emergency.

SECTION 6: BARGAINING AGREEMENT FURNISHED. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of this same Agreement to all new employees entering the employment of the Employer.

SECTION 7: PAYROLL DEDUCTIONS. The employer agrees to continue to deduct from the pay of those employees who have properly executed payroll deduction authorization forms, deductions for the credit union and one of the following annuity companies: (1) Investors Syndicated Life Insurance Annuity Company, (2) Variable Life Annuity Life Insurance Company, (3) Metropolitan Life Insurance Company and (4) Beneficial Standard Life Insurance Company, (5) Pension Maximum Design, Inc.

SECTION 8: SAVINGS CLAUSE. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union will enter into collective bargaining for the purpose of negotiating mutually satisfactory replacement for such provisions.

SECTION 9: EMPLOYEE ADDRESS AND TELEPHONE. Employees shall be required to keep the Employer informed at all times as to their current address and telephone number, or discontinuation of same in writing. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

SECTION 10: SUPPLEMENTAL AGREEMENTS. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

SECTION 11: AID TO OTHER UNIONS. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with an organization for the purpose of undermining the Union.

SECTION 12: SUCCESSORS CLAUSE. To the extent that the laws of the State of Michigan provide, this Agreement shall be binding upon the Employer's successor.

SECTION 13: HOURS PAID EQUAL HOURS WORKED. It is understood and agreed all hours paid to an employee shall be considered as hours worked for the purposes of computing under overtime pay under this Agreement.

SECTION 14: PENSION. The Employer agrees to continue the pension plan on the same basis as it had immediately prior to the execution of this Agreement. The Employer agrees to pay a sum equal to five percent (5%) of the employee's earnings to the Michigan Public School Employees Retirement System.

SECTION 15: DEFINITION OF SCHOOL BUS. "School Bus" means every motor vehicle, except station wagons, with a manufacturers' rated seating capacity of seventeen (17) or more children owned by a public, private, or governmental agency and operated for the transportation of children to or from school, or privately owned and operated for compensation for the transportation of children to or from school. "School Bus" does not include buses operated by a municipally owned transportation system or by a common passenger carrier certificated by a public service commission.

SECTION 16: CONTINUED EMPLOYMENT. Food Service and Bus Drivers Units. The Employer shall provide each employee along with their last paycheck prior to the last day of each academic school year a form to be filled out, signed, and returned to the Employer on or before August 1 of each year indicating their intent to return to work the beginning of the next academic school year. Failure to so notify the Employer of his/her intent to return to work shall result in the employee's discharge.

SECTION 17: UNIFORMS. FOOD SERVICE UNIT.

(a) Uniform Allowance. All employees shall be required to wear a uniform as specified by the Coordinator of Food Services. The Employer agrees to contribute \$55.00 per employee towards the purchase of said uniform during each year of this contract. The money be will paid to the employee upon the completion of each anniversary year of employment. However, Food Service drivers shall not be required to wear a uniform, and the Board shall not be required to contribute any money to said employees for any uniforms.

(b) Definition of Uniform. A uniform consists of a white garment, either a dress, pants suit, or white pants and shirt, with a hairnet and enclosed shoes which protect the feet.

SECTION 18: REIMBURSEMENT FOR BUS DRIVERS SCHOOL. All time necessarily spent by an employee in Bus Driving School shall be paid for by the District at the employee's then straight time hourly rate after the employee has worked a full school year at the conclusion of the school year.

SECTION 19: REIMBURSEMENT OF EXPENSES. Bus Drivers Unit. The Employer shall assume the reasonable cost of housing and meals of drivers on any special trips requiring an overnight stay outside the district. Drivers must either stay with their bus on special trips or with the group they are transporting. The Employer shall furnish a meal on any special trip outside the district of a duration of four (4) hours or more, and shall furnish a meal or the cost of a meal every four (4) hours thereafter. In no case shall more than three (3) meals be furnished within a twenty-four (24) hour period. Employees will be reimbursed at the end of each month for the cost of their meals and lodging, up to the amounts set forth in the schedule below, provided the employee presents a receipt for said meals and lodging.

Breakfast	\$5.00
Lunch	\$7.00
Dinner	\$9.00
Lodging	\$35.00

ARTICLE XVII - TERMINATION

SECTION 1: This Agreement shall become effective as of the 1st day of October, 1989 and shall remain in full force and effect until the 1st day of October, 1990 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

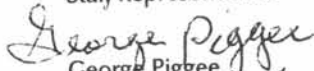
SECTION 2: ENTIRE AGREEMENT. This Agreement shall supersede any rules, regulations or past practice of the Board which may be contrary or inconsistent with its terms. The provisions of this Agreement shall constitute the entire agreement between the parties hereto and shall supersede and cancel all prior agreements, arrangements, understandings or past practices of the Board or the Union.

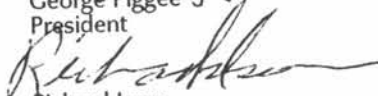
SECTION 3: GENDER CLAUSE. Whenever the pronoun "he" is used herein, it shall be deemed to mean female and/or male.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 16th day of January, 1990.

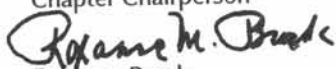
Local No. 953, affiliated with
Council 25 of the American
Federation of State, County
and Municipal Employees, AFL-CIO


Stephen McDonald
Staff Representative

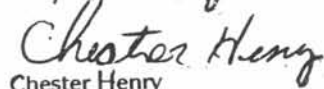

George Piggee
President


Richard Isom
Vice President


Daniel Skinner
Chapter Chairperson

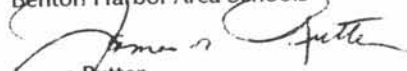

Roxanne Brock
Chapter Chairperson

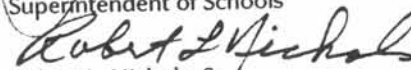

Betty Whitfield


Chester Henry
Chapter Chairperson


Sandra Hopkins
Steward

Benton Harbor Area Schools


James Rutter
Superintendent of Schools


Robert L. Nichols, Sr.
Director of Personnel

**APPENDIX A
CUSTODIAL/MAINTENANCE
JOB CLASSIFICATIONS AND RATES OF PAY
1989 - 1990**

	Start	After 90 Calendar Days
Classification I Heating and Electrical Engineer	15.32	15.64
Classification II Heating Electrician	13.45	13.71
Classification III Audio-Visual Repair Technician Vehicle Mechanic General Maintenance	11.73	12.24
Classification IV Instructional Materials Driver & Clerk Custodian Grounds Maintenance Mailman Stock and Delivery Driver Stockroom Attendant	10.02	10.51
Classification V General Laborer	8.11	8.54
Classification VI Custodial Group Leader B.H.H.S. (Appointed Position) \$.50 per hour premium pay. A shift differential of \$.30 per hour will be paid to custodians who work the third shift. Bus Mechanic tool allowance of \$250.00 per year paid quarterly.		

**APPENDIX A
BUS DRIVERS RATES OF PAY**

	Start	After 90 Calendar Days
1989 - 1990	8.54	9.45

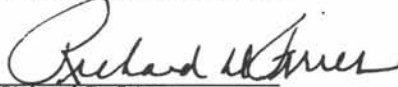
**APPENDIX A
FOOD SERVICE RATES OF PAY**

	Start	After 90 Calendar Days
1989 - 1990		
Cook	7.59	7.86
Ticket Taker	7.30	7.56
Server	7.25	7.51
Driver	6.61	7.27

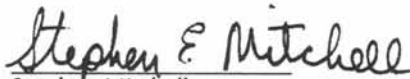
LETTER OF UNDERSTANDING

1. Establish Ticker Taker positions in the Food Service Unit at \$.05 per hour more than the Server position. The Food Service Director shall establish a job description for the Ticker Taker positions and post the jobs for bidding, effective at the beginning of the 1990-91 school year.

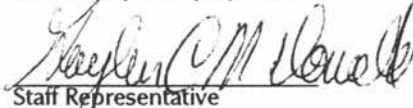
Benton Harbor Area Schools

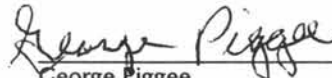

Richard D. Fries
Attorney


Robert Nichols
Personnel Director


Stephen Mitchell
Director of Operations
and Facilities

Local No. 953, affiliated with
Council 25 of the American
Federation of State, County
and Municipal Employees, AFL-CIO


Staff Representative


George Piggee
President, Local 953


Richard Isom
Vice President


Chester Henry
Chapter Chairperson

LETTER OF UNDERSTANDING

2. Establish a Grounds Maintenance Position to be included in Class IV. Three (3) positions will be established. They will be filled by Gary Angelo, Terry Caldwell and Don Hetfield. There shall be no posting required for the initial staffing of these Grounds Maintenance positions.

Benton Harbor Area Schools



Richard D. Fries
Attorney

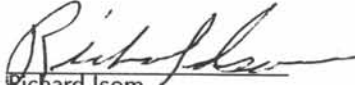

Robert Nichols
Personnel Director


Stephen Mitchell
Director of Operations
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and Municipal Employees, AFL-CIO


Staff Representative


George Piggee
President, Local 953


Richard Isom
Vice President


Daniel Skinner
Chapter Chairperson

LETTER OF AGREEMENT
between
BENTON HARBOR BOARD OF EDUCATION
and
LOCAL NO. 953, COUNCIL NO. 25
INTERNATIONAL UNION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
CUSTODIAL/MAINTENANCE UNIT

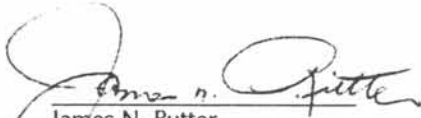
The parties agree that the District may hire ten (10) Irregular Part-time Custodians at a rate of \$8.00 per hour. Said employees may be called after a second consecutive day of absence by any employee. In case of disability leaves of absence, vacations and Worker's Compensation absences, the District may use the Irregular Part-time Custodians on the first day of absence.

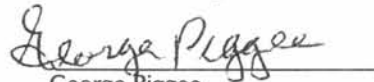
Irregular Part-time Custodians will accrue no seniority for the days worked, but shall be given preferential treatment in the event of a vacancy provided that said employee has a satisfactory work record.


This Letter of Agreement is executed on the 9th day of February, 1990.


For the Board of Education

For the AFSCME Union


James N. Rutter
Superintendent


George Piggee
President


Robert L. Nichols, Sr.
Director of Personnel


Richard Isom
Vice President


Daniel Skinner
Chapter Chairperson

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**NOTICE REGARDING
NON-DISCRIMINATORY POLICY**

It is the intent of the Benton Harbor Area Schools to administer this policy and its school programs in a consistent and equitable manner and to provide equal opportunity to the students without regard to race, color, creed, religion, sex, national origin, age, marital status, weight and height or handicap. The Board of Education subscribes to and promotes Affirmative Action in its employment practices as stated in the Affirmative Action Policies and Plans. Any question regarding equal employment opportunity may be directed to the Superintendent.

It is also the policy of the Board of Education not to discriminate on the basis of sex in their educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendment. Inquiries regarding compliance with Title IX may be directed to the Director of Public Relations/Title IX Coordinator and/or superintendent's office.

BENTON HARBOR AREA SCHOOLS
711 East Britain Avenue
Benton Harbor, Michigan 49022
(616) 927-0600

