

6/30/86

AGREEMENT

Between

BESSEMER SCHOOL DISTRICT

and

BESSEMER SCHOOL EMPLOYEES
CHAPTER OF LOCAL #992

Affiliated With

Council #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

Bessemer Area Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

July 1, 1985

to

June 30, 1986

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AGREEMENT

This Agreement entered into on this first day of July, 1985 between the Bessemer School District (hereinafter referred to as the "EMPLOYER") and Local #992, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25, AFL-CIO (hereinafter referred to as the "UNION").

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

PURPOSE AND INTENT

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

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

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

ARTICLE 1. RECOGNITION (Employees Covered).

Pursuant to an in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units, excluding teachers and supervisors, as defined in the Act.

ARTICLE 2. 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 any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY - Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing ninety (90) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the unit.

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

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4. UNION DUES AND INITIATION FEES.

Payment by Check-off: Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues Form.

ARTICLE 5. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See Authorization Form.

To: _____ EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:


- An amount established by the Union as monthly dues.
- or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By:

PLEASE PRINT

FIRST NAME															INITIAL	
LAST NAME																
STREET NUMBER				STREET NAME AND DIRECTION												
CITY										ZIP CODE						
AREA CODE			TELEPHONE													

SIGNATURE EMPLOYER'S COPY  DATE

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) 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 signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designed to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(c) 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 is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

(d) Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 7. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

ARTICLE 8. STEWARDS AND ALTERNATE STEWARDS.

One (1) steward in each building. The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, provided it is so urgent it cannot be done during off hours.

ARTICLE 9. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representatives upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. the members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

ARTICLE 10. GRIEVANCE PROCEDURE (Time of Answers).

The Employer will answer in writing any grievance presented to it in writing by the Union. The grievance must be presented in writing by the steward to the Principal within fifteen (15) days after its occurrence in order to be a proper matter for the grievance procedure. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

- STEP 1. (a) If an employee feels he has a grievance he shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the Principal.
- (c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Chief Steward to the Principal.
- (d) The Principal shall answer the grievance within five (5) working days.
- STEP 2. (a) If the Principal's answer is not satisfactory, the grievance may be referred to the Unit Chairman, who may submit the grievance in writing to the Superintendent within five (5) working days.
- (b) The Superintendent shall answer the grievance within five (5) working days.
- STEP 3. (a) If the Superintendent's answer is not satisfactory, the Unit Chairman may submit his appeal on an agenda to the Board of Education. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within ten (10) calendar days from the date the agenda is received by the Employer.
- (b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer, for which a written request has been made.
- (c) The Unit Chairman or his representative shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer.
- STEP 4. (a) If the Union is not satisfied with the disposition of the grievance at the previous level, and if the Union is determined that the grievance is meritorious and that it arises from language of this Agreement of an alleged breach thereof and that submitting to arbitration is in the best interest of the Bessemer School system, it may within thirty (30) days submit notification to the Board of Education and the Circuit Judge of its desire to submit the grievance to arbitration.
- (b) The Arbitrator will be appointed by the Circuit Judge from within the Upper Peninsula of the State of Michigan.

- (c) The Arbitrator so appointed will confer with the representatives of the Board and the Union and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement, or which in any way alters, amends or modifies the wording of this Agreement, or in any way alters, amends, or modifies the terms of this agreement. Arbitration in the grievance procedure of this agreement will be final and binding on both parties.
- (d) The cost of the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expense, will be borne in its entirety by the loser of the grievance by arbitration.

ARTICLE 11. COMPUTATION OF BACK WAGES.

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

ARTICLE 12. DISCHARGE AND DISCIPLINE.

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the building of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the building and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee or the steward.

(c) Appeal of discharge or discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 13. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) calendar days' probationary period shall be accumulated within not more than 180 calendar days. When an employee finishes the probationary period, by accumulating ninety (90) days of employment within not more than 180 calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

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

ARTICLE 14. SENIORITY LISTS.

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

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at signing of the contract and every six (6) months thereafter.

ARTICLE 15. LOSS OF SENIORITY.

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

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 16. SENIORITY OF STEWARDS.

Notwithstanding his position on the seniority list, the Unit Chairman shall, in the event of a layoff of any type, be continued at work as long as there is a job in the District which he can perform and shall be recalled to work in the event of a layoff on the first open job in the District which he can perform.

ARTICLE 17. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 18. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority as determined in Section 12(c) and 16. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the grievance procedure.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 19. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12(c). Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered a quit.

ARTICLE 20. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the District at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 21. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

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

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Unit Chairman. In the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Unit Chairman in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

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

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

ARTICLE 22. VETERANS.

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

ARTICLE 23. VETERANS LAW.

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority or four (4) years, whichever is the lesser of the two, in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 25. LEAVE OF ABSENCE.

Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. Serving in any elected position (public).
2. Maternity leave of absence for four (4) months prior to delivery and four (4) months after delivery of child.
3. Illness leave (physical or mental) if under physician's care.

Such leaves may be extended for like cause.

ARTICLE 26. LEAVE FOR UNION BUSINESS.

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

ARTICLE 27. SICK LEAVE.

All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year accumulation, accumulated to one hundred twenty (120) days total. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. Upon termination, an employee shall be paid Seventeen dollars (\$17.00) for every unused sick leave day, to a maximum of one hundred fifteen (115) days.

ARTICLE 28. FUNERAL LEAVE.

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one funeral leave day with pay, not to be deducted from sick leave. Time lost to attend the funeral of any other relative will be deducted from sick leave.

ARTICLE 29 WORKING HOURS (Shift Premium and Hours)

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five (25¢) cents per hour.

(b) 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. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of eight (8) hours per day for custodians and bus drivers. Secretaries shall work seven and one-half (7½) hours per day during the school term and six (6) hours per day during the summer vacation.

(d) Employees may take a fifteen (15) minute "coffee break" in the a.m. and also a fifteen (15) minute "coffee break" in the p.m., or first half and second half of their regular shift, whichever may apply.

(e) An employee reporting for overtime duty shall be guaranteed at least two (2) hours' pay at the rate of time and one-half.

(f) Employees working the afternoon shift shall work seven (7) hours per day, Monday through Friday. It is agreed that these employees shall only check their respective buildings Saturday and Sunday and will not be required to perform any other services. Such checking would take approximately one-half hour.

(g) Custodians and Custodian/Bus Drivers shall perform regular cleaning duties as well as building maintenance and maintenance projects as customarily performed by the classification in the past on a regular basis.

(h) Calendar of events to be posted in as accurate a fashion as possible at the beginning of the school year and up-dated weekly thereafter.

(i) Employees required to work on snow days shall be granted a day off with pay. This day shall be taken by mutual agreement between the employer and the employee.

ARTICLE 30. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

- (a) For all hours over eight (8) in one day.
- (b) For all hours over forty (40) in one week.
- (c) For secretaries on Saturday and Sunday.

Firemen reporting for work on a holiday will be paid three (3) hours' pay.

ARTICLE 31. HOLIDAY PROVISIONS.

The following are paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Easter Monday	Christmas Day
Memorial Day	Day After Christmas
Fourth of July	Day After New Year's
Labor Day	Employees' Picnic Day
One Deer Hunting Day - 1 employee per day per building according to seniority.	

Employees working the school year (180 days), shall not receive any paid holidays.

ARTICLE 32. VACATION (Eligibility).

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

One to four (4) years.....	Two (2) weeks
Five (5) years.....	Eleven (11) days
Six (6) years.....	Twelve (12) days
Seven (7) years.....	Thirteen (13) days
Eight (8) years.....	Fourteen (14) days
Nine (9) years.....	Fifteen (15) days
Ten (10) years.....	Sixteen (16) days
Eleven (11) years.....	Seventeen (17) days
Twelve (12) years.....	Eighteen (18) days
Thirteen (13) years.....	Nineteen (19) days
Fourteen (14) years.....	Twenty (20) days
Fifteen (15) years.....	Twenty-one (21) days
Sixteen (16) years.....	Twenty-two (22) days
Seventeen (17) years.....	Twenty-three (23) days
Eighteen (18) years.....	Twenty-four (24) days
Nineteen (19) years.....	Twenty-five (25) days

ARTICLE 33. VACATION PERIOD.

(a) Vacations will be granted at such times during any recess of school as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

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

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

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the vacation period, he will be awarded payment in lieu of vacation.

(f) Notice of the employee's choice of vacation period shall be filed with the Superintendent at least three (3) weeks prior to the start of vacation, except in case of emergency.

ARTICLE 34. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation period, he may request that he receive that check in advance before going on vacation, provided notice of his request is filed with the superintendent not less than three (3) weeks prior to the vacation payday. No check will be issued in advance if the period for which the pay is to be received extends beyond the end of the current fiscal school year.

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

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

ARTICLE 35. PERSONAL BUSINESS LEAVE.

Each employee shall be allowed two (2) personal business days per year, with pay not to be deducted from sick leave. These days must be applied for in writing to the Superintendent, and the reasons that the day must be taken shall be stated on the application. These days are not accumulative. Personal business days shall not be granted for the day preceding or following holidays or vacations.

ARTICLE 36. UNION BULLETIN BOARD.

The Employer will provide bulletin boards 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 union elections.
3. Notices of results of union elections.
4. Notices of union meetings.

ARTICLE 37. JURY DUTY.

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

ARTICLE 38. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Steward of each building and shall meet when problems arise during regular daytime working hours, for the purpose of making recommendations to the Employer.

ARTICLE 39. EQUALIZATION OF OVERTIME HOURS.

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing the overtime hours will be posted once per year on June 30 in a prominent place in each building.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period (two-hour minimum).

(d) Janitors will meet on a regular monthly basis to equalize overtime and will submit to the Superintendent a monthly report listing each janitor and his current up-to-date standing with regard to overtime. A monthly projection of anticipated overtime will be presented in the same manner.

(e) Bus driver/mechanic shall have equalization of overtime hours as other employees during school year. During the summer his main classification shall be mechanic but shall have his overtime hours equalized as long as it does not interfere with his regular work day.

(f) Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

ARTICLE 40 HOSPITALIZATION, VISION AND DENTAL COVERAGE.

(a) The Employer agrees to pay the full premium for the hospitalization medical coverage for the employee and his family. The plan to be MESA - Super Med II. This coverage shall be applied to all employees working 32 hours or more for the term of this agreement.

(b) Any employee who does not participate in the MESA Super Med II plan shall be paid in lieu thereof three-hundred dollars (\$300.00) per year.

(c) Employees working the school year (180 days), i.e. food service, shall receive three hundred dollars (\$300.00) per year in lieu of hospitalization coverage.

(d) All employees covered by this Agreement shall receive a fully-paid Delta Dental Program, auto w/08 rider.

(e) All employees covered by this Agreement shall receive the same vision care as provided for the teachers.

ARTICLE 41. WORKER'S COMPENSATION. (On-the-Job-Injury).

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty (40) hours. This amount will be deducted from accumulated sick leave.

ARTICLE 42. RIGHTS OF THE BOARD.

Except as modified by this Agreement, the District retains all rights, powers and authority vested in it by Act 279 of the Michigan Public Acts of 1965 and the laws and Constitution of Michigan and the United States.

Not by way of limitation, but by way of illustration, the District reserves the right to:

1. Manage and control the School's business, the equipment, the operations and direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of the work of all its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work to employees and determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein; and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the size of the amangement organization, its functions, authority, amount of supervisions and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE 43. APPENDICES.

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

- Appendix A - Classifications and Rates of Pay
- Appendix B - Retirement

ARTICLE 44. 180-DAY EMPLOYEES.

Employees working the school year (180 days) shall receive sick leave, funeral leave and personal leave on a pro-rated basis commensurate with hours worked versus a full-time employees.

ARTICLE 45. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until June 30, 1986.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, addressed Bessemer School District, Bessemer School Board, Bessemer, MI 49911; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 46. EFFECTIVE DATE.

This Agreement shall become effective as of this date of execution,
July 1, 1985.

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

FOR THE UNION:

Thomas J. Johnson

Robert J. Raffiello
Council #25, AFSCME, AFL-CIO

FOR THE EMPLOYER:

Matthew J. Brullo

Allen K. ...

Clarence J. Hauff

APPENDIX A - CLASSIFICATION AND RATES
Effective July 1, 1985

<u>Classification</u>	<u>Straight Time Yearly Rate</u>	<u>Straight Time Hourly Rate</u>	<u>Overtime Rate</u>
Head Custodian/Driver	\$15,329.60	7.37	11.06
Custodian/Driver	15,329.60	7.27	11.06 - <i>Driver</i> 10.41 - <i>Cust</i>
Mechanic/Driver	15,631.60 ^{15,641.60}	7.52	11.28
Custodian	15,121.40 ⁶⁰	7.27	10.91
Bus Driver	15,329.60	7.37	11.06
Secretary to High School Principal	13,001.40	6.99	10.49
Secretary to Washington School Principal	12,815.40	6.89	10.34
Secretary to Superintendent	13,743.00 ^{13,743.40}	7.38	11.07 ^{11.09}
Teacher Aide		4.62	6.93
Custodian/Alternate Driver		Cust/Driver 7.27/7.37	Cust/Driver 10.91/11.06
Food Service	4,226.30 ⁴⁰	5.87	8.81

Each Head Custodian/Driver shall receive, in addition to his regular pay, three hundred dollars (\$300.00) per year.

Probationary employees will receive ten cents (10¢) per hour less than the above rate of their classification.

Custodian/Driver	- 2,080 hours x \$0.24 =	\$499.20
Custodians	- 2,080 hours x \$0.24 =	\$499.20
Secretaries	- 1,860 hours x \$0.24 =	\$446.40
Food Service	- 720 hours x \$0.24 =	172.80
Teacher Aide	- hours x \$0.24 =	

APPENDIX B - RETIREMENT

The Employer shall pay the full cost of the retirement program.

APPENDIX C - LONGEVITY

After five years of service - \$.12 per hour
After 10 years of service - \$.15 per hour
After 15 years of service - \$.19 per hour
After 20 years of service - \$.24 per hour
After 25 years of service - \$.28 per hour