

6/30/90

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE CITY OF BIG RAPIDS, MICHIGAN
AND THE
BIG RAPIDS PUBLIC SCHOOLS EMPLOYEES
AFFILIATED WITH
MICHIGAN COUNCIL 25, AFSCME, AFL-CIO
for period
July 1, 1987 - June 30, 1990

Big Rapids Public Schools

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

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AGREEMENT

This Agreement entered into this first day of July, 1987, by and between the Board of Education of the City of Big Rapids, Michigan, hereinafter called the "Board" and the Big Rapids Public Schools non-teaching employees chapter of Local #1865, affiliated with Michigan Council 25, AFSCME, AFL-CIO, hereinafter called the "Union." For clarification in this Agreement, the term "Board" means the Board of Education and/or its designated representative. Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its non-teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas the parties, following extended and deliberate negotiations have reached certain understanding which they desire to put into contract form.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board of Education hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, of the Public Acts of 1965 and in accordance with MERC certification R72 G-250 dated August 29, 1972 for "All regular full-time and regular part-time custodians, cafeteria employees, bus drivers and clerical employees, EXCLUDING supervisors and all other school employees." Based upon the above the parties have agreed during negotiations to clarify the exclusions (Secretary of the Board of Education, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Maintenance Supervisor, Transportation Supervisor, Cafeteria Manager). The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. Reference to male personnel shall include female personnel.
- B. The Board agrees not to negotiate with any other organization of non-teaching employees other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union, or its designated representatives, has been given an opportunity to be present at such adjustment.

- C. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Law or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Employees employed to work less than two (2) hours per day shall not be covered by this Agreement, except they shall be paid the rate of pay as provided for in accordance with Article 33.
- E. Temporary, casual and seasonal employees will not be used to displace or replace bargaining unit members.

ARTICLE 2

MANAGEMENT RIGHTS

It is recognized that Michigan Law makes the Board of Education legally responsible for the operations of the Big Rapids School System in all respects. Except as otherwise specifically provided herein, the management of the schools and the direction of the work force, including but not limited to the rights to hire, discipline or discharge, to decide qualifications for hiring, to transfer, assign and promote, to layoff for lack of work or funds, to make reasonable rules and regulations for the work and conduct of employees, to determine schedules of work, to subcontract after a review with the Union to determine its abilities to perform as economically, or have work done by others, to determine the methods, processes and manner of performing work, are vested exclusively in the employer. The employer and its administrative staff shall be free to exercise all such rights and authority permitted by law, provided only that no such action shall violate any of the express terms of this Agreement.

ARTICLE 3

UNION SECURITY

All employees covered by this Agreement who are members of the Union shall be required as a condition of continued employment to remain members in good standing in the Union to the extent of paying the Union's regular monthly dues. All employees working four (4) hours or more per day and employees hired or transferred into the unit hereafter shall be required as a condition of continued employment within thirty (30) working days after the effective date of this Agreement or the beginning of their employment to become a member of the Union as above defined or pay to the Union through the check-off procedure as a service fee for representation in an amount equal to that of regular monthly Union membership dues as long as they remain a non-member.

ARTICLE 4

UNION DUES AND INITIATION FEES

A. Payment by Check-off:

Employees shall tender the initiation fee and monthly membership dues by signing Authorization for Check-Off of Dues form. Check-off form during the life of this Agreement, and in accordance with the terms of the Form of Authorization for the Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the constitution and the by-laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off Dues form.

B. When Deductions begin:

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month in each month thereafter.

C. Remittance of Dues to the Financial Officer:

Deductions for any calendar month shall be remitted to Michigan Council 25 with a list for whom dues have been deducted within ten (10) days thereafter.

D. Termination of Check-off:

Any 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 each month in which termination took place.

E. Disputes Concerning Membership:

Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representative of the employer and the designated representative of the local union, and if not resolved may be decided at Level Two of the Grievance Procedure.

F. Save Harmless Clause:

The Union agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of, or by reason of,

action by the Board for the purpose of complying with this Article.

ARTICLE 5

STEWARDS AND ALTERNATE STEWARDS

The Union shall be represented by one (1) chapter chairperson, one (1) chief steward and stewards in the following manner:

Four (4) Stewards (one from each classification). The stewards shall select one (1) of the stewards to serve as chief steward.

The chapter chairperson and stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the employer provided they receive permission from their immediate supervisor.

ARTICLE 6

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative at the mutual agreement and convenience of both parties. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. 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 conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for 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. 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 7

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

(1) The termination of services or the failure to re-employ any probationary employee;

(2) Any matter for which there is recourse under State or Federal law which cannot be properly determined by the arbitrator.

B. The Union shall designate a chapter chairperson, a chief steward and four (4) stewards (one (1) per classification) to handle grievances. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean workdays (i.e., excluding Saturdays, Sundays and Holidays).

D. Written grievances as required herein shall contain the following:

1. Signed by the grievant or grievants;
2. A statement of the facts giving rise to the alleged violations;
3. The sections or subsections alleged to have been violated;
4. The date of the alleged violation;
5. The relief requested.

E. LEVEL ONE

A grievance alleging a violation of the express provisions of this Agreement shall, within ten (10) days of its alleged occurrence be orally discussed by the steward and/or the grievant with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of discussion, the grievance shall be reduced to writing within five (5) days of said discussion by the steward and presented to the immediate supervisor. The immediate supervisor will respond in writing to the grievant and steward within five (5) working days.

LEVEL TWO

If the grievance remains unsolved, a copy of the written grievance shall be filed with the Superintendent or designated representative by the Chapter Chairperson. Within seven (7) days of receipt of the grievance, the Superintendent or designated representative shall arrange a meeting with the grievant, Chapter Chairperson and steward to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated representative shall render his decision in writing, transmitting a copy of same to the grievant, the Union, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office. Either party may have outside representation.

If no decision is rendered within ten (10) days of the discussion or the decision is unsatisfactory to the grievant, the grievance shall, within eight (8) days from the time the Superintendent's decision is due, be appealed to the Board of Education by filing such written grievance along with the decision of the Superintendent with the President of the Board.

LEVEL THREE

Upon proper filing as specified in LEVEL TWO, the Board of Education shall consider the grievance. The Board may hold a hearing thereon or may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided that final determination of the grievance be made by the Board no more than thirty-five (35) calendar days after its submission to the Board.

A copy of the decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Union.

LEVEL FOUR

1. If the Union is not satisfied with the disposition of the grievance at LEVEL THREE and the Union wishes to carry the matter further, it may, within thirty (30) days after the decision of the Board, notify the Board of its intent to arbitrate. As soon as possible thereafter the Union and the Board will attempt to mutually select an arbitrator. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.

2. In no case shall evidence be presented to the arbitrator which was not made known to the other side at least three (3) days prior to the arbitration hearing.
 3. The decision of the Arbitrator shall be final and binding upon the employees, the Board and the Union. The expenses of the Arbitrator shall be shared equally between the Board and the Union.
 4. The powers of the Arbitrator shall be limited to the express terms of this Agreement, and he shall have no authority to add to, subtract from, alter or modify any of the terms of this Agreement. He shall have no power to establish salary scales or to change any salary.
 5. More than one grievance may not be considered by the Arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 6. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. Any grievance not answered within the time limits by the Board shall automatically pass to the next step of the Grievance Procedure. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Board's last answer.
- G. The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement of the parties.

ARTICLE 8

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 Chapter Chairperson.

B. The discharged or disciplined employee and/or Chapter Chairperson will be allowed to discuss his discharge or discipline with the steward of the district 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 designated representative will discuss the discharge or discipline with the employee and the steward.

C. Appeal of Discharge or Discipline:

Should the discharged or disciplined employee 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. In case of discharge, the Grievance shall be referred to LEVEL THREE of 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 9

SENIORITY - PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of employment. When an employee finishes the probationary period, by accumulating sixty (60) working days of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working 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 Classification-Employer wide (Bus Driver, Secretary, Custodians, Cooks), in accordance with the employee's last date of hire. When a job vacancy is not filled from within a classification, employees in other classifications may exercise seniority rights. Seniority from one classification to another will be prorated on the basis of time worked to the standard work year.
- D. Seniority Lists:
1. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

2. 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.
3. 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 least every six (6) months.

E. Loss of Seniority:

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

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made at the Board's discretion. 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.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
5. Return from sick leave and leaves of absence will be treated the same as "C" above.

F. Seniority of Steward:

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type (not to exceed one per classification), be continued at work as long as there is a job in the district which they can perform in their classification and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

G. Seniority of Officers:

Notwithstanding their position on the seniority list, the Chapter Chairman and Chief Steward of the Chapter shall, in the event of layoff only, be continued at work at all times, provided they can perform any of the work available, in their classification.

ARTICLE 10

SUPPLEMENTAL AGREEMENTS

By mutual consent both parties may agree to negotiate supplemental agreements. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 11

LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work, available funds as determined by the Board, or any other reason as determined by the Board.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a District basis by classification. Seniority employees will be laid off according to seniority as defined in Article 9. In proper cases exceptions may be made. 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 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 12

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 9. 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 13

TRANSFERS IN AND OUT OF UNIT

Transfers 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 within sixty (60) days, he shall have accumulated seniority while working in the position for that

sixty (60) days to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 14

JOB VACANCIES

A. Positions 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 in writing within the seven (7) calendar day posting period. The senior employee applying for the position who is best qualified shall be granted a twenty (20) working day 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 position, reasons for denial shall be given in writing to such employee(s) and the Chief Steward; in the event the senior applicant(s) disagree with the reasons for denial it shall be a proper subject for the Grievance Procedure.

- B. During the twenty (20) day 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 Chief Steward 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 15

VETERANS REINSTATEMENT

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 16

UNPAID LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year may be requested, in writing, without loss of seniority for:
1. Serving in any elected or appointed position, public or Union.
 2. Maternity leave.
 3. Illness leave (physical or mental).
 4. Prolonged illness in immediate family.
 5. Educational leave.

In granting of leaves the employer will not be arbitrary or capricious.

- B. Employees shall accrue seniority while on any leave (except for advancement in step increase as provided in accordance with Article 33) of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him in his classification that he is able to perform.
- C. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, may be allowed time off if it does not interfere with the operation of the school system.
- D. Employees working second shift will be allowed up to two (2) hours per month to attend Union meetings without loss of time or pay provided the employee completes his/her hours of work for that day.

ARTICLE 17

UNION BULLETIN BOARDS

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 elections.
3. Notices of results of elections.
4. Notices of meetings.

ARTICLE 18

RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to a conference committee review.

ARTICLE 19

TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be made based on the requirements of the job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 20

JURY DUTY

In the event the Superintendent cannot get a release, an employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 21

EQUALIZATION OF OVERTIME HOURS

- A. Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours will be available in each building monthly.
- 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 callout period (two hour minimum).
- D. Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will not be carried over each year and are subject to review at the end of each period.

ARTICLE 22

WORKERS' COMPENSATION

On-the-Job Injury:

Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular weekly income up to his accumulated vacation/sick leave time. Further, the Employer will continue hospitalization for six months after vacation/sick leave time is exhausted provided it is allowable by the insurance carrier.

ARTICLE 23

WORKING HOURS

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that starts after 7:00 p.m. but before 4:00 a.m. Monday through Friday. Employees shall be assigned a regular shift with the exception of relief men. The Employer shall have the right to set the commencement of any shift, provided that a notice of at least one (1) week is given, except the regular shift may be changed up to two (2) hours without the one (1) week's notice from time-to-time because of seasonal or weather factors and provided further that changes in the regular shift are not utilized by the Employer to deprive the employees of any benefits contained in this Agreement.
- B. The normal work day for custodial-maintenance and clerical employees shall be eight (8) hours per day with one-half (1/2) hour for lunch not included in the normal shift.
- C. The normal work day for cafeteria employees shall be six (6) or more hours per day (except in the elementary kitchens) based upon the needs of the operation with one-half (1/2) hour off for lunch not included in the shift.
- D. Bus Drivers:
 1. The regular work day for bus drivers shall be an established route as determined by the Employer for a morning run, noon run and afternoon run. The length of each run per day shall be the time it takes to safely make the entire route based on the season of the year in which it is run. The assignment of runs shall be made on the basis of bidding by seniority and qualification on an

annual basis to be done each year to be held a minimum of ten (10) calendar days prior to school opening. Thereafter, and throughout the year, vacancies shall be filled according to Article 14. The regular runs shall be: Morning, Noon, and Afternoon to and from school (minimum of two (2) hours work or two (2) hours pay for each run). All other runs shall be extra runs.

2. Bus drivers shall be paid up to two (2) days at their regular rate based on their regular scheduled hours per day per year not accumulated due to school closing because of seasonal weather factors or other conditions beyond the control of the Employer. In the event the State law changes regarding the make up of snow days, the Union and Employer agree to re-negotiate this section.
3. The Employer agrees to pay for the cost of chauffeurs licenses for bus drivers.
4. The Employer agrees to pay for bus drivers' meals as follows, if the driver is out-of-town on a trip during the specified times:

Breakfast	between the hours of 6 a.m. & 8 a.m.	Up to \$1.50
Noon Meal	between the hours of 11 a.m. & 1 p.m.	Up to \$2.50
Evening Meal	between the hours of 5 p.m. & 7 p.m.	Up to \$3.75

Payment will be made on the basis of a signed receipt submitted to the business office.

- E. Employees regularly scheduled to work the second shift shall receive ten (10) cents per hour and employees regularly scheduled to work the third shift shall receive fifteen (15) cents per hour additional compensation.
- F. Employees scheduled to work eight (8) hours or more per day shall receive two (2) fifteen-minute coffee breaks during each shift. Employees who actually work from four to six continuous hours per day will receive one (1) fifteen-minute coffee break.
- G. Employees reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half.
- H. Hours of work will not be cut to avoid a layoff or to employ part-time employees where full-time employees could be employed.

ARTICLE 24

TIME AND ONE-HALF AND DOUBLE TIME

- A. Time and one-half shall be paid for all hours worked over eight (8) hours in any one day, and forty (40) hours in any work week.
- B. Double time shall be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay, unless school is in session.

ARTICLE 25

SICK LEAVE

- A. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, up to ninety (90) days. An employee while on paid sick leave will be deemed to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
 - 1. Up to five (5) days of accumulated sick leave may be used illness in the immediate family residing in the household.
- B. Twenty percent (20%) of the accumulated sick leave shall be paid to employees at retirement after ten (10) years of service or in the case of death to the employees beneficiary at the present rate at the time of severance.
- C. All sick leave days earned in excess of ninety (90) by each employee shall be placed in a sick leave bank to be used by any employee, after the probationary period, who exceeds his sick leave after being absent from work a minimum of twenty (20) working days. An employee may make application (a written request) to draw on the sick leave bank and forward such request to the Superintendent of Schools. A committee composed of the Union President, the Superintendent of Schools, the immediate supervisor involved, and the Union Steward shall be empowered to review the applications for days from the sick leave bank. This committee shall be empowered to grant sick leave days from the sick leave bank. The committee may request a physician's statement to verify the injury or illness.

ARTICLE 26

PERSONAL BUSINESS

Two (2) days a year for conducting personal business that is of such a nature that requires the employee's presence during his working hours, and cannot be conducted at another time, shall be allowed. These days will not be available for personal convenience, vacation or recreation. Application for personal business leave is to be submitted in writing to the immediate supervisor not less than one (1) week in advance. In the case of emergencies, applications will be made as soon as possible. The second (2nd) personal leave day must be approved by the Superintendent and the second (2nd) personal leave day shall be deducted from sick leave.

ARTICLE 27

FUNERAL LEAVE

An employee shall be allowed up to five (5) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family in any calendar year. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, in any calendar year, to be deducted from sick leave.

The Chapter Chairman or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Union who is a member of the District, for the exclusive purpose of attending the funeral without pay.

An employee shall be allowed to use sick leave for the exclusive purpose of attending a funeral for a death of other than above if approved in advance by the Board.

ARTICLE 28

HOLIDAY PROVISIONS

A. The paid holidays for six (6) hours or more per day employees are designated as:

New Year's Day	Fourth of July	Day after Thanksgiving
Good Friday	Labor Day	Day before Christmas
Memorial Day	Thanksgiving Day	Christmas Day

Employees will be paid their current rate base on the normal day for said holidays.

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. If school is in session on any of the above holidays another day will be substituted.

ARTICLE 29

VACATION ELIGIBILITY

Employees six (6) hours or more per day shall earn credits toward vacation with pay in accordance with the following schedule:

5 Days	after 1 year
10 Days	after 2 to 5 years
15 Days	after 6 to 15 years
20 Days	after 16 years and beyond

The proration of vacation time under this Article will be computed by the number of hours worked in relationship to a two-thousand eighty (2080) hour work year. Any employees hired after July 1, 1984, will be covered by this paragraph.

Current employees working less than twelve months per year will remain at their present benefit level, as of July 1, 1984. (See Appendix)

Bus drivers shall not take vacation during days when school is in session. Exceptions to the above can be made by the Superintendent in emergency situations.

ARTICLE 30

VACATION PERIOD

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. If possible, vacations may be tentatively granted or denied within five (5) days of the submission of the application.
- 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. A doctor's certificate may be required.
- F. If an employee is laid off, retired, or severs his employment, he will receive any unused vacation including that accrued in the current calendar year. A recalled employee who received credit for vacation at the time of layoff for the current year will have such credit deducted from his vacation the following year.
- G. Employees will be paid their current rate based on their regular scheduled days, not to exceed eight (8) hours per day, while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 31

HOSPITALIZATION

The Employer agrees to pay for the following coverage for employees working six (6) or more hours per day:

- (A) MESSA PAK
Super Med 2 Hospitalization with MESSA Care Rider
Delta Dental Plan E-007C 80/80/80 \$1300
Negotiated Life \$10,000 A.D.D.
Vision - VSP-2

For those employees working six (6) or more hours per day not taking hospitalization, the Employer agrees to pay for the following coverage:

- (B) Delta Dental Plan E-007C 80/80/80 \$1300
Negotiated Life \$10,000 A.D.D.
Vision - VSP-2

The Employer agrees to provide the above coverage on a pro-rata basis based on the time worked if the employee is head of a household for all employees working less than six (6) hours per day.

ARTICLE 32

PHYSICALS

The Employer agrees to pay up to \$20.00 per each pre-employment physical, tests or other examinations that are required by the Employer for each employee. The Employer agrees to pay the full cost of an examination required to determine the employee's fitness to perform.

ARTICLE 33

CLASSIFICATION AND RATES

The following rates of pay per classification shall be paid in accordance with seniority pursuant to and in accordance with an employee's seniority with the school district from the first date of employment. There shall be no experience level ratings for new employees. Advancement on the schedule will be on their anniversary date.

JULY 1, 1987 - JUNE 30, 1988

	<u>START</u>	<u>AFTER PROB</u>	<u>ONE YEAR</u>	<u>TWO YRS</u>	<u>THREE YRS</u>	<u>FOUR YRS</u>	<u>FIVE YRS</u>
CUSTODIAN	8.13	8.28	8.42	8.59	8.73	8.87	9.07
CLERICAL I	7.86	8.02	8.16	8.31	8.45	8.60	8.83
CLERICAL II	7.58	7.73	7.88	8.02	8.16	8.35	8.55
COOKS (6 HR)	7.42	7.51	7.62	7.71	7.82	7.91	
BAKER (6 HR)	7.42	7.51	7.62	7.71	7.82	7.91	
COOKS HELPER (6 HR)	7.23	7.33	7.43	7.52	7.63		
COOKS HELPER (2 HR)	6.32	6.42	6.52	6.61	6.72		
BUS DRIVER	7.86	8.11	8.37				
BUS DRIVER/MECHANIC	8.97	9.07	9.16	9.31	9.49		

JULY 1, 1988 - JUNE 30, 1989

	<u>START</u>	<u>AFTER PROB</u>	<u>ONE YEAR</u>	<u>TWO YRS</u>	<u>THREE YRS</u>	<u>FOUR YRS</u>	<u>FIVE YRS</u>
CUSTODIAN	8.50	8.65	8.80	8.98	9.12	9.27	9.48
CLERICAL I	8.21	8.38	8.53	8.68	8.83	8.99	9.23
CLERICAL II	7.92	8.08	8.23	8.38	8.53	8.73	8.93
COOKS (6 HR)	7.75	7.85	7.96	8.06	8.17	8.27	
BAKERS (6 HR)	7.75	7.85	7.96	8.06	8.17	8.27	
COOKS HELPER (6 HR)	7.56	7.66	7.76	7.86	7.97		
COOKS HELPER (2 HR)	6.60	6.71	6.81	6.91	7.02		
BUS DRIVER	8.21	8.47	8.75				
BUS DRIVER/MECHANIC	9.37	9.48	9.57	9.73	9.92		

JULY 1, 1989 - JUNE 30, 1990

	<u>START</u>	<u>AFTER PROB</u>	<u>ONE YEAR</u>	<u>TWO YRS</u>	<u>THREE YRS</u>	<u>FOUR YRS</u>	<u>FIVE YRS</u>
CUSTODIANS	8.93	9.08	9.24	9.43	9.58	9.73	9.95
CLERICAL I	8.62	8.80	8.96	9.11	9.27	9.44	9.69
CLERICAL II	8.32	8.48	8.64	8.80	8.96	9.17	9.38
COOKS (6 HR)	8.14	8.24	8.36	8.46	8.58	8.68	
BAKERS (6 HR)	8.14	8.24	8.36	8.46	8.58	8.68	
COOKS HELPER (6 HR)	7.94	8.04	8.15	8.25	8.37		
COOKS HELPER (2 HR)	6.93	7.05	7.15	7.26	7.37		
BUS DRIVERS	8.62	8.89	9.19				
BUS DRIVER/MECHANIC	9.84	9.95	10.05	10.22	10.42		

A. Bus drivers shall receive the regular rate for all driving time on extra trips and \$6.10 for 1987-88, \$6.20 for 1988-89, and \$6.30 for 1989-90 per hour for all waiting time.

ARTICLE 34

COMPUTATION OF BENEFITS

Hours paid to an employee shall be considered as hours worked not to exceed forty (40) hours per week for the purpose of computing any of the benefits under this Agreement.

ARTICLE 35

WORK PERFORMED BY SUPERVISORS AND NON-BARGAINING UNIT MEMBERS

Supervisors and non-bargaining unit members will not be used for the purpose of replacing members of the bargaining unit.

ARTICLE 36

BUS DRIVERS - OVERNIGHT TRIPS

Bus drivers on overnight trips will be paid waiting time for layovers, and a maximum of eight (8) hours which will be at no pay while sleeping.

ARTICLE 37

BONUS

Employees less than six (6) hours per day who receive a satisfactory evaluation from the Superintendent shall receive a fifty (50) dollar bonus at the conclusion of the work year.

ARTICLE 38

TERMINATION AND MODIFICATION

This Agreement shall become effective as of July 1, 1987, and continue in full force and effect until June 30, 1990.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on _____ day of _____, 1987.

FOR THE UNION;

FOR THE EMPLOYER;

In the presence of:

In the presence of:

APPENDIX

List of current employees working less than twelve (12) months per year and the number of weeks at which their vacation leave is frozen permanently/or until they are employed for a two-thousand-eighty (2080) hour work year:

<u>EMPLOYEE</u>	<u>WEEKS</u>
Peggy Podehl	3
Hazel Marvel	3
Barbara Knuth	3
Margaret Hatchew	3
Linda Luce	3
Marilyn Maguire	3
Betty Cassidy	3
Phyllis Halstead	3