

6/30/94

AGREEMENT

BETWEEN

MORRICE AREA SCHOOLS

and

MORRICE AREA SCHOOLS EMPLOYEES
Chapter of Local #1059

Morrice Area Schools

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AGREEMENT

This Agreement entered into on this sixteenth day of September, 1991, between the MORRICE AREA SCHOOLS, hereinafter referred to as the ("Employer") and MORRICE AREA SCHOOLS EMPLOYEES CHAPTER OF LOCAL #1059, affiliated with Council #25, AFSCME, 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

Pursuant to and 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 unit described below:

All full-time and part-time bus drivers, custodians, maintenance employees, food service employees, playground workers, library aides, Noon hour aides, and mechanics, EXCLUDING supervisors, classroom aides, substitutes and all other employees.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor groups 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

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
1. Union membership dues; or
 2. a Union representation service fee.

- B. The payroll deduction of dues and service fees is required as a condition of this agreement. The District shall therefore deduct dues and service fees pursuant to the authority set forth in M.C.L.A. 408.477.

Each employee and the Union hereby authorize the employer to rely upon and honor certifications of the local union financial officer or a designated representative of Michigan Council 25, regarding the amounts to be deducted each month.

- C. Deductions for any calendar month shall be remitted 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 ten (10) calendar days following the date they were deducted.

The District shall additionally notify the Financial Officer of the Council of the name 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.

- D. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 4 - STEWARDS AND ALTERNATE STEWARDS

Bus Drivers - One (1) steward and alternate
Custodial employees - One (1) steward and alternate
All other employees - One (1) steward and alternate

The steward shall investigate and present grievances to the Employer, such time not to exceed forty-five (45) minutes per week, of the steward's working hours.

The steward shall request the approval of the Superintendent or his designee prior to investigating a grievance during working hours. The Superintendent shall not be arbitrary or capricious in response to such a request, and release shall be arranged within a reasonable time.

ARTICLE 5 - SPECIAL CONFERENCES

- (A) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and one (1) representative 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, when held during working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union, or a representative of the Employer's choice.

- (B) The Union representative may meet with the Chapter Chairman at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 6 - GRIEVANCE PROCEDURE

- (A) A grievance shall be an alleged violation of the express terms of this Agreement.
- (B) An employee having a grievance as hereinafter defined shall present it to the Employer as follows:

STEP 1: In case an employee may have a grievance arising out of the course of his employment, the matter shall first be taken up with the Supervisor (designated by the Superintendent of Schools), with or without the steward, by the aggrieved employee within ten (10) working days after the grievant should reasonably have had knowledge that the grievance allegedly occurred. An oral decision by the Supervisor must be given within five (5) working days.

STEP 2: If the Supervisor's answer is not satisfactory, the grievance may be referred to the Chapter Chairman who may appeal the decision in writing to the Superintendent within five (5) working days of the date of the decision of the Supervisor. A meeting between the Chapter Chairman and the Superintendent will be held to discuss the grievance within seven (7) working days of the date of the appeal.

The Superintendent of Schools shall render his decision in writing within five (5) working days, transmitting a copy of the same to the Chapter Chairman, the aggrieved employee, and filing a permanent copy in the records of his office.

STEP 3: If no satisfactory settlement is obtained from the Superintendent, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Superintendent's answer at Step 2, meet with the Superintendent for the purpose of attempting to resolve the dispute. If the dispute remains unsettled, and the Council wishes to carry the matter further, Council #25 shall give written notice to the Employer. Following the written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedure.

- (a) A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the union or the board.
- (b) Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
- (c) The parties will alternate the initiation of the elimination process with each successive grievance.
- (d) Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the federal mediation and conciliation service.
- (e) Should either the board or the union wish to terminate the use of the

preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the federal mediation and conciliation service and subject to its rules.

- (f) In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties.
 - (g) Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend or subtract from the terms of this Agreement. He shall not hear any grievance previously barred from the scope of the Grievance Procedure. Judgment shall be based on the express terms of this Agreement, and the arbitrator shall not substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union.
 - (h) If any grievance award shall include back pay, the arbitrator's award shall not extend more than thirty (30) days prior to the day of Step 1 conference.
 - (i) Grievances of similar nature may not be considered in the same grievance except upon express written mutual consent.
 - (j) The cost of arbitration shall be paid by the Union and the Employer equally, except each party shall assume their own cost for representation and witnesses.
 - (k) The arbitrator shall not consider any evidence submitted by either party which was not provided in the Grievance Procedure.
 - (l) In the event a question of arbitrability arises, such question shall be submitted to an arbitrator for his determination prior to presentation of the grievance on its merits.
- (C) Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Failure to appeal a decision at any level shall be deemed acceptance of the decision.

Should an employee be satisfied with the decision at any level or leave the employ of the Board while the grievance remains unsettled, all further proceedings thereon shall be barred.

An employee may examine his service file once in relation to a grievance.

All processing of grievances shall be done at times other than the employee's normal working hours.

No claim for back wages shall exceed the amount of wages the employee would have

earned at his regular rate.

It is the intent of the parties to comply with the time limits set forth in the grievance procedure. However, if requested, by mutual agreement, time limits may be extended.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

- (A) Notice of Discharge or Discipline: The Employer agrees promptly upon the discharge or discipline of an employee who has acquired seniority status to notify the steward in the district of the discharge or discipline.
- (B) The discharged or disciplined employee who has acquired seniority status 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 his 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 reviewing the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the second step of the Grievance Procedure within five (5) working days of the date the Employer gives its answer.
- (D) In imposing any discipline (except regarding drugs and alcohol) on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for falsification (except regarding drugs and alcohol) his employment application after a period of two (2) years from his date of hire. Any reference to drugs and/or alcohol will remain current for discipline purposes for not longer than four (4) years.

ARTICLE 8 - SENIORITY - PROBATIONARY EMPLOYEES

- (A) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment.
- (B) There shall be no seniority among probationary employees.

- (C) After the employee has completed the probationary period for his classification, he shall be entered on the seniority list of the unit and shall rank for seniority from the last date of hire.
- (D) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except for discharge, transfer or demotion, for other than Union activity.
- (E) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 9 - SENIORITY LISTS

- (A) Seniority shall not be affected by the race, sex, religion, 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 annually, or when changes occur.

ARTICLE 10 - 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 11 - SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification.

ARTICLE 12 - SENIORITY OF STEWARDS

Unless prohibited by a court or tribunal of competent jurisdiction, notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job 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, summer work excluded.

The union agrees to indemnify and save the district, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this article.

ARTICLE 13 - SENIORITY OF OFFICERS

Unless prohibited by a court or tribunal of competent jurisdiction, notwithstanding their position on the seniority list, the Unit Chairman and the Recording Secretary of the unit shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

The union agrees to indemnify and save the district, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this article.

ARTICLE 14 - SUPPLEMENTAL AGREEMENTS

Upon mutual agreement of the Employer and the Union, supplemental agreements concerning wages, hours and working conditions not previously negotiated in this contract may be subject to good faith negotiations between the parties. Any agreements so reached shall be approved or rejected with a period of ten (10) days following the conclusion of negotiations by both parties hereto.

ARTICLE 15 - LAYOFF DEFINED

- (A) Layoff shall be defined as a reduction in the work force.
- (B) In the event of a lay off, the following procedure shall be utilized:
1. Probationary employees within the affected classifications shall be laid off first provided there are seniority employees who are qualified to perform the work of laid off probationary employees.
 2. If further reduction is necessary, part time seniority employees in the affected classification shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
 3. If further reduction is still necessary, then full time seniority employees in the affected classification shall be laid off in inverse order of seniority, i.e., those with least seniority are to be laid off first.
 4. The aforementioned order of layoff is conditioned upon the seniority part time or full time employee being qualified to perform the duties of the less seniority employee being laid off; otherwise the less seniority employee will be continued in employment.
 5. Employees laid off pursuant to this Article, sections 2 and 3, upon request, shall have the right to be transferred by the Board to a position outside their classification held by the employee with the least seniority within that classification that is equal or less in hours than the position of said laid off employee provided that the employee requesting such transfer is more senior and is qualified to assume said position. In accordance with the procedure outlined above, to be retained and to qualify for transfer outside an employee's classification, he or she must have ability to perform the work available and possess the necessary skills required for the job.
- (C) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Chapter Chairman shall receive a list from the

Employer of the employees being laid off on the same date the notices are issued to the employees, summer work excluded.

- (D) No work shall be contracted if such contract would necessitate a layoff or any loss of pay.

ARTICLE 16 - RECALL PROCEDURE

- (A) When the working force is increased after a layoff, employees will be recalled in the inverse order of layoff to classifications which they are qualified to perform. Notice of recall shall be sent to the employee at his last known address by registered mail. The employee shall notify the Employer of his intent to return at the date specified in the notice, within forty-eight (48) hours of receiving same. If an employee fails to report for work within five (5) days of the date after notification of intent to return, he shall be considered a quit.
- (B) Seniority employees shall be entitled to recall for a period of three (3) years from effective date of layoff.

ARTICLE 17 - TRANSFERS AND PROMOTIONS

- (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 not 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 purposes of any benefits provided for in this Agreement.
- (B) Transfers and promotions within the bargaining unit shall be made on the basis of seniority and qualifications, with consideration being given first to applicants presently working in the classification (classification to be defined as custodial/maintenance employees, food service employees, bus drivers and aides). In the event there are no applications from the employees working in the classification, applications submitted by employees working in other classifications shall be considered next. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in the bulletin areas as designated. Employees interested shall apply within the seven (7) calendar days' posting period. When in the determination of the Employer qualifications are equal, the senior employee, if any, shall be awarded the position. The person awarded the position 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 the employee and the Chapter Chairman; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- (C) 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 Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the Grievance Procedure.
- (D) During the trial period, employees will receive the rate of pay for the job they are performing.
- (E) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (F) Vacancies will be posted within ten (10) working days from the time they become vacant, and shall be awarded within ten (10) working days from the final date of posting, provided there are qualified applicants.
- (G) The Chapter Chairman shall receive copies of all job postings.

ARTICLE 18 - VETERANS - REINSTATEMENT OF

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

ARTICLE 19 - LEAVE OF ABSENCE FOR VETERANS

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 normal limit, except in the case of an emergency.

ARTICLE 20 - BOARD OF EDUCATION RIGHTS

- (A) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the board without prior negotiations with the Union either as to the taking of action under such rights with respect to the consequences of such action during the term of this Agreement.

Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the other operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and the 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. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignments will be temporary), determine the size of the work force and to layoff 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, 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 number and location or relocation of its facilities, including the establishment or relocations of new schools, building, 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 service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based on lawful criteria.
- (B) The matter contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 21 - LEAVES OF ABSENCE

Upon proper application to the Board of Education, leaves of absence, without pay, for reasonable periods not to exceed one (1) year, will be granted without loss of seniority for:

1. Maternity Leave:
 - (a) Maternity leave shall be granted upon a written request for such leave, and upon proper certification of pregnancy by the employee's physician.
 - (b) Maternity shall be treated the same as any other illness or temporary disability.
 - (c) Upon returning from a maternity leave, the employee must provide the Employer with a doctor's certification of the employee's ability to perform her normal duties.
2. Illness leave (physical or mental).
3. Prolonged illness in the immediate family if a confined illness and supported by a doctor's statement that the employee is needed at home during the hours which he would normally be employed.
4. Serving in public or Union office.
5. Educational leaves.
6. Child care leave immediately following delivery.

Such leaves may be extended with the Board of Education approval.

Employees shall accrue seniority while on any leave 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.

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.

Upon return from an illness, disability or maternity leave, the employee must provide the Employer with a doctor's certification of the employee's ability to perform their normal duties.

ARTICLE 22 - UNION BULLETIN BOARDS

The Employer will provide bulletin boards or an area in the elementary building and bus garage, custodians' room and kitchen, 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
5. Job vacancies

ARTICLE 23 - RATES FOR NEW JOB

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 negotiation.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation of five (5) working days or more, or employees (that the Employer has been notified by the employee) who will be absent because of illness for five (5) working days or more, will be granted to the senior employee who meets the requirements for such job provided the employee is not on any type of leave. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

By the tenth (10)th working day of each school year, employees interested in temporary assignments must notify the superintendent of the classifications in which they would be willing to take available assignments.

NOTE - This Article shall be applied without past practice implications.

ARTICLE 25 - 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 26 - SAFETY COMMITTEE

A safety committee of employees and the Employer representative is hereby established. This committee will include the steward and shall meet at least once per month at a mutually agreed upon time, for the purpose of making recommendations to the Employer.

ARTICLE 27 - EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list, showing overtime hours, will be posted weekly in a prominent place, such list kept up-to-date by the bargaining unit.

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

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 worked.

Should the above method prove to be unsatisfactory, the parties agree to meet and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year, except that custodians working during the summer work period will not be charged the overtime hours for the purpose of equalization of overtime during the regular school year.

Article 27 specifically does not apply to school bus drivers.

ARTICLE 28 - WORKER'S COMPENSATION

Each employee will be covered by applicable Worker's Compensation Laws. To the extent permitted by the Worker's Compensation Act, if the employee chooses, the difference in compensation and regular weekly income shall be made up and charged to the employee's accumulated sick leave at the rate equal to the percentage of the employee's salary paid for by the employer to compensate the difference between Worker's Compensation and his regular weekly income, based on forty (40) hours, for any one injury.

ARTICLE 29 - APPENDIXES

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

Appendix "A" Coveralls will be provided for the bus mechanics by the Employer

Appendix "B"	Longevity - Five to eight years	1.25%
	Eight to eleven years	2.25%
	Eleven to fourteen years	3.25%
	Fourteen years and over	4.25%

Effective July 13, 1982, the following schedule shall apply:

Beginning of fifth year through eight years	2%
Beginning of ninth year through eleventh year	3%
Beginning of twelfth year through fourteenth year	4%
Beginning of fifteenth year and over	5%

Appendix "C"

Personal Leave Days: Two (2) personal leave days shall be granted annually to each seniority employee, provided the Employer is given twenty-four (24) hours notice. Employees may take not less than one-half (1/2) day at a time, and these days are not accumulative, it being understood that personal leave days may not be taken in conjunction with holidays or vacation. Additionally, not more than one (1) employee in each classification could be or would be granted personal leave days at any one time. In the event a dispute occurs concerning scheduling of personal leave days off, seniority would prevail.

Appendix "D"

Act of God/Emergency: Employees shall be allowed to utilize personal leave days if they choose in the event school is closed as a result of an Act of God, or an emergency. The twenty-four (24) hour advance notice provision will be considered as being waived in the event they are informed not to report to work or in the event they report to work and are sent home prior to the conclusion of their work shift.

Employees will be granted one and one half (1½) Act of God/Emergency days per year, not deducted from personal leave or sick leave.

Effective July 1, 1992, employees will be granted two (2) Act of God/Emergency days per year not deducted from personal leave or sick leave.

On days when school is not in session due only to an Act of God/Emergency, employees will be compensated for their regular scheduled shift for up to 1½ days in 1991-92 and for up to two days effective July 1 1992. It being understood that if no such Act of God/Emergency days occur, compensation will not be given nor will equivalent time off work be granted. Act of God/Emergency days may not be substituted for an alternative day off.

ARTICLE 30 - WORKING HOURS - SHIFT PREMIUM AND HOURS

- (A) Full-time custodians who work on the second shift shall receive, in addition to their regular pay for the pay period, ten cents (\$.10) 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. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

- (C) The regular full working day shall consist of eight (8) hours per day.
- (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 the first half and second half of their regular shift, whichever may apply.
- (E) An employee reporting for overtime duty not contiguous with their normal hours shall be guaranteed at least two (2) hours' pay at the rate of time and one-half (1 1/2), excluding normal building and equipment inspection.

ARTICLE 31 - SICK LEAVE

All members covered by this Agreement shall accumulate one (1) sick leave day per month worked, not to exceed twelve (12) days per year, with a maximum accumulation of ninety (90) days.

Severance pay of \$20.00 per day shall be paid from an employee's unused sick leave. To become eligible for the provisions of this clause, an employee must complete at least ten (10) school years in the district. If, for any reason, an employee's services are terminated at any time during a school year, he shall be paid for those unused sick leave days accumulated to his last completed year.

Severance pay shall not be applicable to those employees whose services are terminated for just cause. Severance pay for employees voluntarily leaving the system shall not exceed fifty (50) days; those employees leaving the system for retirement, as determined by the Michigan Public School Employees' Retirement system, will receive severance pay not to exceed ninety (90) days.

An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing benefits referred to in this Agreement, and will be construed as days worked specifically for the computation of benefits.

Accrued sick leave days may be used for the personal illness/injury of the employee. Not more than five (5) sick leave days per year may be used for the illness/injury of the employee's spouse, child or other member of the employee's household when the employee's presence is necessary.

There shall be no personal time off without pay, except under extenuating circumstances with the prior approval of the superintendent.

In the event the Employer feels an employee is abusing or misusing sick leave as provided above, such shall be cause for a special conference between the Union Representative, the employee and the Superintendent of Schools. If the employee does not correct their excessive absenteeism, or abuse of sick leave, the Employer may then take appropriate action.

ARTICLE 32 - FUNERAL LEAVE

An employee shall be allowed four (4) 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, step-parents, step-children or a member of the employee's household or for a person which the employee has been appointed a legal guardian. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman or his representative shall be allowed one-half (1/2) funeral leave day in the event of a death of a member of the Union who is a member of the bargaining unit for the exclusive purpose of attending the funeral.

In case of the funeral of a friend or a distant relative, the employee shall have time off to attend the funeral, but not more than one (1) day and only one-half (1/2) day if the funeral is within one (1) hour's driving time from the school, with the permission of the Superintendent. This does not count against sick leave. An employee may obtain approval for more than one use of the provision of this section from the Superintendent, or in his absence, his designee.

ARTICLE 33 - 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 hours in excess of forty (40) hours per work week.
- (c) For hours worked on holidays in addition to holiday pay.

Double time will be paid as follows:

- (a) For Sundays as such (excluding regular scheduled building checks, which shall be paid at the rate of time and one-half).

ARTICLE 34 - HOLIDAY PROVISIONS

(A) The paid holidays are designated as:

- | | |
|---------------------------|----------------------------|
| Day before New Year's Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Good Friday (all day) | Day after Thanksgiving Day |
| Memorial Day | Day before Christmas Day |
| Fourth of July | Christmas Day |

Bus Drivers, cooks and aides will receive all holidays from Labor Day through Memorial Day.

Employees will be paid their current rate 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 the holiday.
- (C) To be eligible for holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the holiday, unless on vacation or an excused leave of absence.

ARTICLE 35 - VACATION - ELIGIBILITY

Full-time employees will earn credits toward vacation with pay in accordance with the following schedule:

One (1) year of service	Five (5) days
Two (2) years of service	Ten (10) days
Six (6) years of service	Eleven (11) days
Seven (7) years of service	Twelve (12) days
Eight (8) years of service	Thirteen (13) days
Nine (9) years of service	Fourteen (14) days
Ten (10) years of service	Fifteen (15) days
Eleven (11) years of service	Sixteen (16) days
Twelve (12) years of service	Seventeen (17) days
Thirteen (13) years of service	Eighteen (18) days
Fourteen (14) years of service	Nineteen (19) days
Fifteen (15) years of service	Twenty (20) days

ARTICLE 36 - VACATION PERIOD

- (A) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the Department concerned.
- (B) Vacations may be taken in periods of less than five (5) days or one (1) week. Additionally, vacations may be split into one (1) or more weeks, providing such schedule 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, and presents certification, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE 37 - PAY ADVANCE

- (A) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, provided the employee makes request three (3) weeks in advance.
- (B) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar 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 day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 38 - MEDICAL COVERAGE

The Employer agrees to pay the premium cost on health insurance Blue Cross-Blue Shield, Plan "B" equivalent, with the \$2.00 co-pay prescription drug rider, for the employee, spouse and minor dependent children. This coverage shall be applied to all seniority employees in accordance with the following formula:

- (a) 100% coverage for employees scheduled a minimum of seven (7) hours per day, the full year, and employees with fifteen (15) or more years of consecutive service.
- (b) 80% for employees scheduled one hundred eighty (180) days, and working at least seven (7) hours per day.
- (c) 50% for one hundred eighty (180) day employees regularly scheduled for at least four (4) hours per day, effective July 1, 1989.

Effective July 1, of each year the maximum monthly amount that the Employer will pay toward health insurance shall be:

	1991	1992	1993
Single subscriber	\$182.26	200.49	220.53
Two person	394.06	433.47	476.81
Full family	429.94	472.93	520.22

- (d) The Employer agrees to provide the above-stated health insurance after retirement, for one (1) year, for employees who retire after reaching the age of 65.

Employees shall retain on file with the Employer a signed authorization for payroll deduction of the employee's contribution toward health insurance, prorated as necessary to cover a twelve (12) month period for less than full year employees.

- (e) The Employer shall pay the Employer's portion of the premium cost of hospitalization and dental insurance for a maximum period of two (2) months after the employee has exhausted his/her accumulated sick leave due to an absence caused by an injury, illness or maternity.

The Employer will provide (for employees not otherwise covered) the following dental plan:

- (1) 50/50/50 co-pay Blue Cross/Blue Shield dental program with \$1,000 maximum benefit per covered member per contract year.
- (2) The dental plan will be prorated the same as hospitalization is in the current Agreement.

The Board agrees to provide for each employee covered by this Agreement the SET ULTRA-VISION BASIC PLAN or equivalent, at no cost to the employee.

- (f) All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
- (g) Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
- (h) The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.
- (i) Eligible dependents shall be the spouse of the insured employee, unless legally separated, and all unmarried dependent children from birth to age 25. Dependency shall be determined within the meaning of the United States Internal Revenue Code. Premium payments for eligible dependents shall be provided through December 31 of the year in which the dependent becomes age 25.

ARTICLE 39 - LIFE INSURANCE

- (A) The employer will pay the premiums for each employee scheduled to work at least one hundred and eighty (180) days, seven (7) hours per day toward a term life insurance plan in the amount of fifteen thousand dollars (\$15,000) with accidental death and dismemberment.
- (B) For employees hired after October 7, 1985, the employer agrees to pay the premiums for term life insurance in the amount of ten thousand dollars (\$10,000) with accidental death and dismemberment. To qualify for life insurance, the employee must be scheduled to work one hundred eighty (180) days or more, and working at least four (4) hours per day.

ARTICLE 40 - COMPUTATION OF BENEFITS

All regular hours paid to an employee shall be considered as hours worked for the purpose of computing benefits under this Agreement.

ARTICLE 41 - SALARY SCHEDULE

	Effective July 1, 1991	Effective July 1, 1992	Effective July 1, 1993
BUS DRIVERS:			
Bus Drivers - regular run (Considered an hour and thirty minutes)	\$13.74	\$14.27	\$14.79
Kindergarten runs (noon runs) (Considered an hour and forty-five minutes)	16.03	16.64	17.26
Owosso-Corunna run (Considered an hour and fifteen minutes)	11.45	11.89	12.33
Perry run (Considered 1/2 hour)	4.58	4.75	4.92
Owosso run (considered 1 hour)	9.16	9.51	9.86
Extra Trips			
(Driving time per hour)	10.52	10.87	11.22
(Sitting time per hour)	6.85	7.20	7.55
<p>On overnight trips authorized by the Board, drivers shall not be required to drive more than ten (10) hours per day, including sitting time. On overnight trips, the cost of lodging and meals shall be borne by the Employer. On extra trips of five (5) hours or more, the Employer agrees to provide reimbursement for a meal of up to \$5.00, provided the employee supplied a receipt. (Provided the Board approves.)</p>			

	Effective July 1, 1991	Effective July 1, 1992	Effective July 1, 1993
CUSTODIAL/MAINTENANCE:			
Head Custodian	\$9.14	\$9.49	\$9.84
Custodian Group Leader	8.59	8.94	9.29
Custodian II	8.44	8.79	9.14
Custodian I	8.22	8.57	8.92
(Plus .10/per hour shift premium for second and third shifts)			

	Effective July 1, 1991	Effective July 1, 1992	Effective July 1, 1993
COOKS/FOOD SERVICE:			
Head Cook	\$8.38	\$8.73	\$9.08
Assistant Cooks	8.22	8.57	8.92
(Plus \$20 per year uniform allowance)			

	Effective July 1, 1991	Effective July 1, 1992	Effective July 1, 1993
AIDES:			
Library Aides	\$8.00	\$8.35	\$8.70
Playground Aides	6.95	7.30	7.65
Kitchen Aides	7.15	7.50	7.85
Noon Hour Aides	6.95	7.30	7.65

Probationary employees will receive 90% of the above listed rates.

The Employer will pay the employees contribution to the Michigan Public School Employees Retirement System, to the extent required by law.

The cost of the required commercial driver's license less the cost of the normal operator's license shall be reimbursed by the Employer upon showing of receipt for same and showing of valid license. First time drivers must complete one calendar year of driving a bus for the district before receiving reimbursement.

ARTICLE 42 - BUS DRIVERS

(A) **Routes:** The Employer shall establish the route for each run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the day shall be the time it takes to safely make the entire route.

(B) **Assignment of Runs:** The assignment of runs shall be made on the basis of the bidding, by seniority and qualification, on an annual basis to be done at the annual meetings to be held a minimum of seven (7) calendar days prior to September 1. Noon and shuttle runs shall be bid separately and will become part of a permanent route.

(C) **Bus Run Vacancies:** When vacancies occur during the school year, they will be filled by outside candidates for the remainder of that school year, except for any vacated noon or shuttle run which shall be bid.

(D) **Field Trips:** Field trips are part of the job of driving a school bus. Field trips (extra trips) will be rotated among the bus drivers as follows:

1. Field trips will be posted on Wednesday for the following week, whenever possible.
2. Trips posted on Wednesday shall be assigned on the following Friday.
3. Field trips will be offered first to those drivers on the volunteer driver list, beginning first by seniority and thereafter by rotation.
4. In the event there are no volunteers, the Employer shall assign the trip to a driver with low (normally lowest) accumulation of extra trips taken/assigned, beginning with lowest seniority.

ARTICLE 43 - SUMMER WORK

Bargaining unit members who desire summer work, and who are otherwise not regularly scheduled, may apply and be given first consideration for such work if qualified.

The decision to hire, and the rate of pay for summer work, shall be the sole determination of the Employer.

ARTICLE 44 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1994.

- (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 of same.
- (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.
- (C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (D) 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.
- (E) 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, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if the Employer, addressed to Morrice Area Schools, 691 Purdy Lane, Morrice, Michigan 48857, or to any such address as the Union or the Employer may make available to each other.
- (F) The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer. The cost of reproduction of the Agreement shall be paid equally by the Employer and the Union.

MORRICE AREA SCHOOL
EMPLOYEES CHAPTER OF
LOCAL #1059:

MORRICE AREA SCHOOLS:

Linda Graham

Robert J. Freed

Arlene J. Munro

M. E. ~~Bess~~

Lura J. Boeck

Faye Munn