

8/31/88

AGREEMENT

BETWEEN

THE PINE RIVER BOARD OF EDUCATION

AND

THE MICHIGAN EDUCATION ASSOCIATION, NEA
LOCAL AFFILIATE, PINE RIVER CCT, MEA/NEA

FROM SEPTEMBER 1, 1985 THROUGH AUGUST 31, 1988

Michigan State University
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Pine River Area Schools

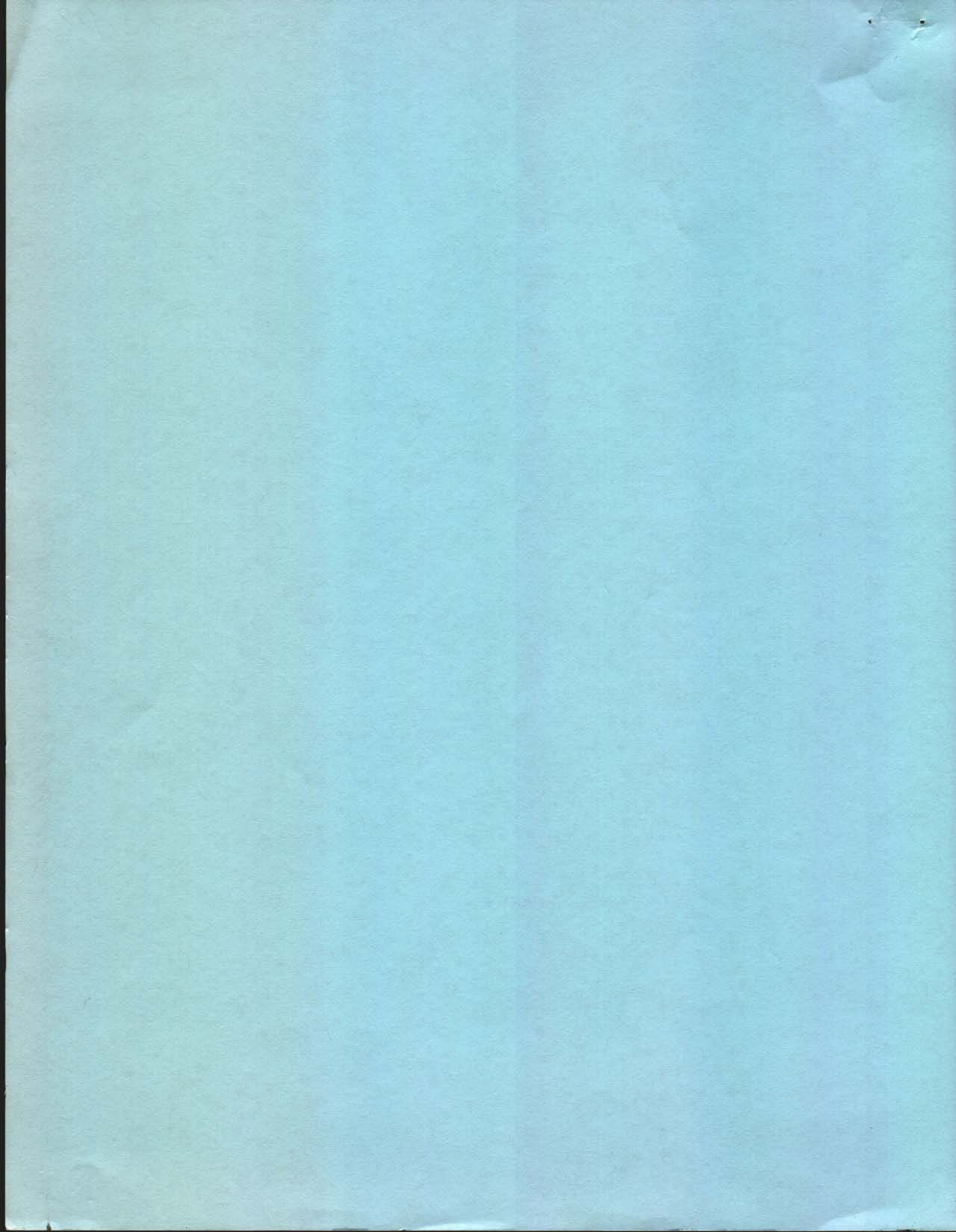


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PINE RIVER CCT CONTRACT

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 1985, by and between the Pine River Area Schools Board of Education, hereinafter called the "Employer", and the Michigan Education Association, NEA, hereinafter called the "Union", on behalf of its local affiliate, the Pine River Culinary, Custodial and Transportation (CCT) Unit.

PURPOSE

WHEREAS, the Employer is required by law to negotiate with the Union on wages, hours, terms and conditions of employment for all employees represented by the Union, the parties, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering each agreement.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the exclusive and sole bargaining agent for the purposes of collective bargaining, and that said Union is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the appropriate bargaining unit, described and defined as:

All full-time and part-time Custodial/Maintenance, Food Service, and Transportation personnel; excluding supervisors under the meaning of the Act.

ARTICLE II - AGENCY SHOP AND DEDUCTION OF DUES

A. Any Bargaining Unit Member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment, shall, as a condition of employment, pay a Service Fee to the Union in an amount equivalent to the dues uniformly required to be paid by members of the Pine River CCT Unit; (including local,

state and national dues) provided however, that the Bargaining Unit Member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a Bargaining Unit Member shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, as herein provided, the Employer shall, at the request of the Union, terminate the employment of such Bargaining Unit Member. The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provisions of this Article is just cause for discharge from employment.

B. The Union in all cases of discharge for violation of this Article shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the Bargaining Unit Member in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she failed to pay the Service Fee.

C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

D. Any Bargaining Unit Member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Union as established by the Union. Such

authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the Bargaining Unit Member each month for ten (10) months, beginning in September and ending in June of each year. Within ten (10) days of the payroll deduction, the Employer shall remit same to the MEA Uniserv Office at 101 East Harris Street, Cadillac, MI 49601.

ARTICLE III - MANAGEMENT RIGHTS

A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and Constitution of the State of Michigan, and of the United States, including, but not limited to:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion, to promote and transfer such employees, determine their assignments and hours to be worked.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the the specific express terms of this agreement, and this only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to school districts.

ARTICLE IV - SUBCONTRACTING

A. The Employer reserves the right to contract for services from business organizations outside or within the school district when:

1. Special skills and/or equipment are required,
2. Emergencies arise, or
3. Financial necessity.

B. It is further agreed that the work schedule performed by any Employee covered by this Agreement shall not be reduced due to outside contracting as described in this Article.

ARTICLE V - EXTERNALLY FUNDED PROGRAMS

A. After ninety (90) days, persons employed through the use of CETA funds and/or funds provided through State or Federal programs shall be treated in all respects as regular Bargaining Unit Members and shall be covered by and comply with all terms and provisions of the Agreement.

B. Persons employed through the use of CETA funds and/or other State or Federal programs shall be treated the same as all other Bargaining Unit Members in all respects including the length of the probationary period and their seniority date. In the event of vacancies caused by promotion, transfer, retirement, death, severance or discharge, movement to vacant positions shall be in accordance with the terms of the Vacancies, Transfers and Promotions Article of this Agreement. In the event of reduction in work force resulting from lack of work or loss of funds, Bargaining Unit Members shall be laid off and recalled in accordance with the provisions of the Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

C. The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed Bargaining Unit Members employed on the effective date of this Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE VI - DEPARTMENTS DEFINED

A. There shall be three (3) departments under the terms of this Agreement. These shall be known as:

1. Food Service Department
2. Custodial/Maintenance Department
3. Transportation Service Department

ARTICLE VII - PROBATIONARY PERIOD

A. All new Employees working for the District in positions covered by the Union shall serve a ninety (90) day probationary period. During this period, he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Upon successful completion of the probationary period, the Employee shall be placed on the regular seniority list as of the first day worked. In case of discipline within the ninety (90) day probationary period, the Employer shall notify the Union in writing as soon as possible.

B. An additional thirty (30) day probationary period may be required by the Employer, where a question remains whether the Employee is to be granted permanent status, and only after discussion with the Union.

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

A. Seniority shall be defined as length of continuous service within the District, and shall begin on the first day regularly employed by the District or has substituted for a period of sixty (60) continuous working days and become a regular Employee.

B. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days following receipt of a written recall to employment while on layoff, is laid off for a period of more than one (1) year or for a period equal to his/her period of seniority, whichever is longer.

C. The Employer shall post a seniority list no later than October 1st of each year. This list shall be arranged in order of departmental seniority and shall be posted in a conspicuous location at each place of employment. The local Union President shall receive a copy of each seniority list published. The seniority list shall contain the name, seniority date (first day worked) and seniority ranking within each department.

D. In the event of a layoff, the Union shall be notified at least ten (10) working days prior to any staff reduction, except

in cases of emergency. Bargaining Unit Members to be laid off shall be so notified, in writing, at least five (5) working days prior to their release, except in cases of emergency.

E. Strict departmental seniority shall prevail in the lay-off and recalling of Employees. In reducing the work force because of lack of work or other legitimate causes, the last Employee hired shall be the first Employee layed off, and the last Employee layed off shall be the first Employee recalled provided further that said Employee meets all employment conditions originally required at the time of hire. In the laying off and recalling of laid-off personnel, the work performed by said Employee and the ability of the Employee shall be considered as a determining factor.

F. The Stewards shall be the last Employees laid off if they are qualified to perform the duties required. The local union President shall be the last Employee laid off.

G. Any Employee laid off shall be given a two (2) week notice of recall to work. Said notice will be mailed to his/her last known address by registered mail. In the event the Employee fails to make himself/herself available for work at the end of ten (10) working days, applications may be sought through the posting procedure by the Employer, to fill the position. In cases of emergency, the Employer may grant extentions to the two (2) week return time.

ARTICLE IX - EMPLOYEE RIGHTS AND PROTECTION

A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; ME4SA 17.455 (1) et seq., (pera), the Employer hereby agrees that every Bargaining Unit Member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union

or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No Bargaining Unit Member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to Bargaining Unit Members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Bargaining Unit Members shall be entitled to full rights of citizenship and no religious or political activities of any Bargaining Unit Member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Bargaining Unit Member. The private and personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Employer.

D. The Employer agrees that it will in no way discriminate against or between Bargaining Unit Members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

E. No Bargaining Unit Member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, written reprimands, suspensions with or without pay, reductions in rank, compensation, or occupational advantage, discharges, nonrenewal of probationary Bargaining Unit Member or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of Bargaining Unit Member performance shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the Bargaining Unit Member and the Union no later than at the time discipline is imposed.

F. Any Bus Driver who earns six (6) points against their driving record for conviction of drunk or reckless driving at any time in any six (6) month period shall be subject to dismissal. However, should an opening exist in another classification for which the Bargaining Unit Member is qualified, the Bargaining Unit Member may be considered.

G. Any incident involving a Bargaining Unit Member, while he/she is performing his/her assigned duties, which endangers the life of a student or fellow Employee may be grounds for termination of employment from the District. This is provided that it is determined that there was negligence or an intentional violation of policy.

H. Other reasons for immediate discharge include: drunkenness on the job (this is to mean impaired from doing regularly assigned tasks and substantiated by a proven measure of intoxication), theft (conviction of theft from the District), or upon receiving a third (3rd) written reprimand during a period of one (1) calendar year.

ARTICLE X - GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, by a Bargaining Unit Member or the Union, of any specific term of this Agreement, or misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulation of the Board directly related to terms and conditions. (This is not to be interpreted to mean the Board cannot change policy as long as such policy is fairly applied, once it is adopted by the Board.)

1. INFORMAL LEVEL: When a cause for complaint occurs, the affected Bargaining Unit Member(s) shall within seven (7) working days request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the Bargaining Unit Member at such meeting. If the Bargaining Unit Member is not satisfied with the result(s) of the meeting, or if the immediate supervisor refuses to provide such meeting, within seven (7) working days of the request, he/she may formalize the complaint in writing as provided hereunder.

2. FORMAL LEVEL 1: If a complaint is not resolved at the informal level, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within seven (7) working days of the meeting between the supervisor and the affected Bargaining Unit Member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within seven (7) working days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

3. FORMAL LEVEL 2: If the Union is not satisfied with the disposition of the grievance at Level 1 and if no disposition has been made within seven (7) working days of receipt of the grievance, the grievance shall be transmitted to the Superintendent of Schools. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent, within ten (10) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

4. FORMAL LEVEL 3: If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within ten (10) working days of receipt of the grievance, the grievance shall be transmitted to the Board of Education. The Board shall hear the grievance at its next regularly scheduled meeting. Within seven (7) working days after conclusion of the hearing, the Board shall render a written decision thereon with copies to the Union and the grievant(s).

5. FORMAL LEVEL 4: If the Union is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the period above provided, the Union may submit, within ten (10) working days, the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

6. EXPEDITED ARBITRATION PROCEDURE (OPTIONAL): The Union, at its option, may process a grievance via the expedited arbitration procedure outlined as follows:

1. If the dispute is still not resolved to the Union's satisfaction within seven (7) working days of the initial hearing between the Board of Education and the Union, as above described, the Union may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.

2. Both parties agree to be bound by the decision of the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties.

B. MISCELLANEOUS CONDITIONS

1. The term "days" when used in this Article shall mean working days. Time limits may be extended by mutual written agreement.

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. Grievances filed as Union grievances may, if both parties agree, be initiated at Formal Level 2 of the grievance procedure.

4. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. For the purpose of assisting a Bargaining Unit Member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected Bargaining Unit Member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

6. A Bargaining Unit Member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

7. In case of a supervisor alleging a grievance situation has occurred, the procedure shall begin at Level 2 with the Superintendent of Schools.

GRIEVANCE REPORT FORM

Grievance _____		School District _____	Distribution of Form
			1. Superintendent
			2. Immediate Supervisor
			3. Union
			4. Grievant
Submit to	Immediate Supervisor	in Duplicate	
<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition of Immediate Supervisor _____

Signature of Immediate Supervisor Date

D. Disposition of Grievant and/or Union _____

Signature

Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

(continued on reverse side)

GRIEVANCE REPORT FORM

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union: _____

Signature

Date

STEP III

A. Date received by the Board of Education: _____

B. Disposition by the Board of Education: _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator

Date

ARTICLE XI - STEWARDS AND LOCAL UNION OFFICERS

A. The Employer recognizes the right of the local Union to elect Stewards and local Officers from within their membership. The Union shall furnish to the Employer's administrative representatives the names of all authorized representatives of the local Union, and the office they are holding.

B. Stewards and local Union Officers shall be permitted reasonable time to conduct Union business. There shall be no loss in pay for any local Union member involved in the presentation and processing of any grievance or the negotiations of any Master Agreement. There shall be no loss in pay for the conducting of other day-to-day Union business, so long as that time used does not exceed a total of one (1) working hour per authorized Union representative per week. Any time spent in handling grievances or the negotiations of any Master Agreement shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Union representative.

ARTICLE XII - LEAVES OF ABSENCE

A. SICK LEAVE

1. All Employees covered by this Agreement will receive one (1) sick day per month accumulative to one hundred (100) days. Sick leave shall be used for illness or disability of the Bargaining Unit Member or immediate family.

2. Sick leave for Bus Drivers shall accumulate according to the number of regular runs they are scheduled per day: (1) run, 1 trip per month; 2 runs, 2 trips per month, etc.)

3. Whenever a Bargaining Unit Member retires or severs employment from the Pine River Area Schools after five (5) years of employment, the Employer shall pay at a rate of \$12 per full day for all accumulated sick leave.

4. a. The first day of absence shall be reported to the immediate supervisor at least sixty (60) minutes before the Employee's starting time or if practicable, to the home of the immediate supervisor. Failure to notify the immediate supervisor regarding an absence may result in the loss of that day's pay. However, emergency situations will be taken into consideration.

b. If the absence continues, the Employee shall notify the immediate supervisor to this effect before 2:00 p.m. of the first day and each succeeding day of

absence. If notice is not received by the above specified time, it will be assumed that the Employee shall return to duty the following day, However, emergency situations will be taken into consideration.

c. If a physician's statement is requested by the Employer, such request shall be made in a reasonable amount of time following the Employee's return to work.

5. In cases of prolonged illness, the Bargaining Unit Member is not required to make daily contact with the immediate supervisor. This is provided that the Bargaining Unit Member has submitted a physician's statement, in advance, to the immediate supervisor.

6. In the case of sick leave being used in conjunction with legal holidays, circumstances presenting unusual conditions, will, upon request, be reviewed by the Superintendent to determine whether such time will be granted. There shall be no question, however, in the case of a continuing sick leave.

7. When a Bargaining Unit Member is absent from duty because of illness or disability in the immediate family, such absences shall be reviewed by the immediate supervisor as provided previously in this Article. Immediate family shall be interpreted as: spouse, son, daughter, mother, father, brother, sister, in-laws, or dependents living in the same household of said Bargaining Unit Member.

B. FUNERAL LEAVE

1. Funeral leaves not to exceed three (3) days will be granted in case of death in the immediate family. Immediate family shall be interpreted as: spouse, son, daughter, mother, father, brother, sister, in-laws, grandchildren, grandparents, or dependents living in the same household of said Bargaining Unit Member.

2. An additional two (2) days may be allowed for travel time, upon prior approval by the Superintendent or designee.

C. PERSONAL LEAVE

1. Two (2) personal leave days shall be granted to each Bargaining Unit Member each year. Personal leave must be arranged with the immediate supervisor at least five (5) days in advance of the anticipated absence. Emergency

circumstances shall also be considered should a waiver of the five (5) day notification be needed.

2. These days are not cumulative and shall not be deducted from any other paid leave. However, any Bargaining Unit Member not using his/her personal leave may, if he/she so chooses, have any unused personal leave time credited toward his/her sick leave accumulation.

3. The form to be used for personal leave shall be mutually agreed upon by the parties.

D. MILITARY LEAVE

1. A leave of absence for military service for one (1) enlistment period, without salary, shall be granted upon written request to any Bargaining Unit Member who enters a branch of the armed services of the United States. Such Bargaining Unit Member shall retain and continue to accumulate seniority up to two (2) years during his/her service period, provided that he/she applies for reinstatement with the school district within thirty (30) days after honorable discharge. Such Bargaining Unit Member shall be returned to his/her former or similar position providing physical requirements are met.

E. MATERNITY/CHILD CARE

1. A maternity/child care leave of absence, without salary, for a period of not more than one (1) year may be granted a Bargaining Unit Member upon written request to the Superintendent. Such leave shall begin after any period of disability, as established by the Bargaining Unit Member's physician. Accumulated sick leave shall be used for any period of disability.

2. Pregnant Bargaining Unit Members shall notify the administration of their pregnancy as soon as possible. Said notification shall be accompanied by a statement from their physician giving the anticipated date of birth. Said notification shall be filed with the Superintendent.

3. The Bargaining Unit Member shall be required to furnish medical certification of her continued ability to perform her duties.

4. For all sick leave days claimed, the Bargaining Unit Member must have a physician's statement verifying physical disability which prevents her from fulfilling her responsibilities.

5. The Employer reserves the right to request a statement from the Bargaining Unit Member's attending physician prior to the Bargaining Unit Member resuming her duties.

F. UNION BUSINESS

1. The Employer agrees to grant two (2) days per year to any Bargaining Unit member designated by the Union to attend a labor convention, training seminar, or serve in any capacity or other official Union business provided that:

a. Written request is given to his/her supervisor five (5) days prior to the absence, and

b. Approval of such request is made by the Superintendent.

G. COURT LEAVE

1. In the event a Bargaining Unit Member is subpoenaed to appear as a witness in court as a result of his/her performing the regular work assignment, leave of absence shall be granted without loss of pay. The Bargaining Unit Member will be paid the difference between his/her regular pay and any compensation received.

H. JURY DUTY

1. In the event a Bargaining Unit Member is required to serve jury duty, a leave shall be granted. The Bargaining Unit Member will be paid the difference between his/her regular pay and the compensation received for jury duty. A request for pay will be submitted by the Bargaining Unit Member together with evidence of the amount of compensation received for jury duty.

I. CONDITIONS OF LEAVES OF ABSENCES

1. In the event a Bargaining Unit Member takes paid leave time (sick or vacation) the Bargaining Unit Member's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though they were working.

2. A Bargaining Unit Member who takes an unpaid leave of absence due to illness or injury which incapacitates him/her and whose sick leave has been exhausted, shall have their insurance paid for a period of thirty (30) calendar days, at which time all payment and benefits shall cease. If a Bargaining Unit Member has exhausted his/her sick leave and additional days are donated by other Bargaining Unit

Members, the Bargaining Unit Member shall receive the benefits as provided in # 1 above for the period of time dontated.

3. In the case where a Bargaining Unit Member on extended illness has exhausted all his/her sick leave accumulation, the remaining members of the Bargaining Unit may, at their own choosing, each transfer no more than two (2) days annually of their sick leave accumulation to be used by the Bargaining Unit Member on extended illness.

4. A Bargaining Unit Member who takes an unpaid leave of absence for reasons other than incapacitating injury and/or illness shall not receive paid insurance or benefits for the time they are off from work.

5. The Employer reserves the right to require a physician's certification from the Bargaining Unit Member concerning any illness and/or injury and a physician's verification of the Bargaining Unit Member's ability to return to work upon completion of the leave.

ARTICLE XIII - NO STRIKE

No Bargaining Unit Member shall engage in nor encourage action of any type which results in their failure to faithfully perform their assigned duties.

ARTICLE XIV - MAINTENANCE OF STANDARDS

The Board will make every effort to maintain all conditions of employment relating to wages, hours, terms and conditions of employment at no less than the highest minimum standards in effect at the time of signing this Agreement.

ARTICLE XV - GENERAL TERMS

A. Representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with local Union representatives and members, and/or representatives of the Employer, so long as there is no interference of the progress of the work force.

B. Should the Employer require any Bargaining Unit Member to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

C. If any Bargaining Unit Member is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer, except that the mechanic shall be provided \$15.50 per month toward the uniforms obtained through the linen service.

D. Rain coats and hats, and safety equipment will be made available to the Bargaining Unit Members by the Employer when needed as determined by the Employer or required by law. When special clothing or equipment is required by the Employer, to perform special work assignments, such special clothing or equipment shall be furnished by the Employer.

E. Buses will be parked at the home of the Bus Driver to which they are assigned, as determined by the Transportation Supervisor.

F. Whenever it is necessary to reduce the hourly working schedule of a Bargaining Unit Member, the Employer shall give him/her two (2) weeks notice before the new schedule becomes effective. Should the Bargaining Unit Member wish not to accept the new schedule, he/she may use his/her seniority rights to bump into a position carrying the work schedule he/she desires.

G. Should a Bargaining Unit Member be called in from home during their off-duty time, they shall be guaranteed two (2) hours of work or pay, provided they report as assigned.

H. No probationary Bus Driver shall be eligible for extra trips during his/her probationary period.

I. All special trips involving sixteen (16) or more students shall be driven by a Bus Driver member of the Bargaining Unit.

J. Bargaining Unit Members shall be required to punch a time clock or complete a time sheet at the end of each scheduled work day. The decision as to whether the Bargaining Unit Members will punch a clock or keep a time sheet shall be made by the Bargaining Unit Members' immediate supervisor. Time records will be reviewed and initialed by the immediate supervisor at the end of each pay period. Should there be a dispute relative to information on a time record, said information will be made available to the Union, and the grievance procedure will be used for resolution.

K. Supervisory Responsibilities. It shall be the responsibility of the Department Supervisors to oversee and supervise all day-to-day work activities within their respective

departments. This includes departmental planning, the scheduling of personnel work assignments, making recommendations for promotion, transfer, demotion and dismissal. Supervisors will work directly with the building administrators and/or the Superintendent in determining the needs of their department and the overall school district. Supervisors will be evaluated on an annual basis by the Superintendent.

L. One (1) day each school year shall be provided by the Board of Education for the purpose of departmental in-service training.

ARTICLE XVI - VACANCIES, TRANSFERS AND PROMOTIONS

A. Unless required otherwise by law, the assignment, promotion and transfer of Bargaining Unit Members shall conform to the provisions of this Agreement.

B. A vacancy shall be defined, for the purposes of this Agreement, as a position previously held by a Bargaining Unit member, or a newly created position within the Bargaining Unit, A temporary vacancy shall be defined, for the purposes of this Agreement, as a position held by a Bargaining Unit Member on any kind of absence for at least ten (10) working days or more. No vacancy shall be filled on a permanent basis until it has been posted for at least seven (7) working days.

C. All notification of vacancies shall be posted, in writing, to members of the Bargaining Unit at least two (2) working days before the notification is given to other persons or outside agencies. Said posting shall contain minimum qualifications and responsibilities, hours, immediate supervisor, work year, location, date of vacancy, and whether the vacancy is permanent or the temporary period to be filled.

D. Present departmental Bargaining Unit Members shall receive first consideration for a vacancy, based upon their seniority, qualifications and ability. However, management retains the right to select the best qualified applicant.

E. Successful candidates from within the Bargaining Unit shall be placed on probation for up to thirty (30) days when filling a permanent vacancy. In the event the Bargaining Unit Member cannot qualify, he/she shall be returned to his/her former position and his/her former rate of pay. It is understood that during the serving of this probationary period, the Bargaining Unit Member will receive his/her step rate of pay for the new position.

F. If a vacancy is not filled with a Bargaining Unit Member, the Employer shall notify the Bargaining Unit candidates and the local Union President in writing, giving specific rationale as to why a current Bargaining Unit Member was not hired.

G. Necessary training for use of new types of equipment shall be provided without loss of time or pay. An effort shall be made to provide the most senior, qualified Bargaining Unit Member with this training.

H. A Bargaining Unit Member, when temporarily required to work in a classification higher than his/her classification will be paid at the higher rate when he/she is working the position. When he/she returns to his/her regular position, the regular wage rate shall once again apply. When a Bargaining Unit Member works in a position calling for a lower rate of pay, he/she shall be paid at his/her regular rate of pay.

I. In cases where new types of equipment or new classifications, for which rates of pay are not established by this Agreement, are to be put into use, rates governing such operations shall be subject to negotiations between the parties. In the event the parties cannot reach agreement, the dispute will be settled through the grievance procedure.

J. If part-time help is needed at any location, persons within the department shall be considered first, then other members of the Bargaining Unit, if they are available for work, and provided that the performance of such job does not place them in an overtime pay bracket.

K. If a Bargaining Unit Member voluntarily moves to a lower classification position within the Bargaining Unit, he/she shall be moved to the wage step he/she currently holds (i.e. a Bargaining Unit Member on step 2 will move to step 2 of the new classification).

L. If a Bargaining Unit Member is involuntarily transferred to a lower classification position within the Bargaining Unit, he/she shall suffer no loss of pay or benefits, but shall retain his/her current salary and benefits.

M. When transferring from one department to another, whether voluntarily or involuntarily, former departmental seniority shall not be forfeited.

N. Any Bargaining Unit Member involuntarily transferred to another department shall be given first consideration for vacancies in his/her former department, if qualified.

ARTICLE XVII - INSURANCE BENEFITS

A. Bargaining Unit Members working a minimum of twenty (20) hours per week, or driving at least two (2) runs per day, shall be provided, at the Employer's expense, fully paid MESSA Super Med 2 Health Insurance with Cost Containment Rider. Such health insurance may include full family, self and spouse, self and children, or single subscriber, as chosen by the Bargaining Unit Member. It is expressly understood that a family may not claim duplicate health insurance from the Employer.

B. In lieu of MESSA Super Med 2 Health Insurance with Cost Containment Rider, Bargaining Unit Members may elect to receive \$50 per month for twelve (12) months placed in an annuity of their choice. Annuities available are: MEFSA, Farm Bureau, Equitable, Prudential, Mutual Benefit, and Variable Annuity Life Insurance.

The decision to take the health insurance or the annuity will be made by the Bargaining Unit Member each year by June 15th. If during the year, the Bargaining Unit Member must begin health insurance coverage, payment to the annuity will be stopped as of the end of the month prior to the first month of health coverage.

Any Bargaining Unit Member now participating in the Severance/Retirement account will make arrangement with their chosen annuity for roll-over of the accumulated funds, including all interest earned.

C. Each Bargaining Unit Member shall be provided, at no cost to them, full family Delta Dental Plan "C", which is 50% Class I benefits, and 50% Class II benefits.

D. Each Bargaining Unit Member shall be provided, at no cost to them, MESSA Group Term Life Insurance in the amount of \$5,000 with AD&D.

ARTICLE XVIII - INCLEMENT WEATHER DAYS

A. In the event school is closed due to inclement weather, Employees who are required to work shall receive one (1) hour off during the summer months for each one (1) hour worked during the period school is closed due to inclement weather, provided:

1. The time off shall require the approval of the immediate supervisor, and

2. Time off shall not exceed a total of forty (40) hours per year.

B. Employees of the Food Services Department and the Bus Drivers shall be paid for inclement weather days, but all Bus Drivers and Food Service Department workers must work a minimum of one hundred eighty (180) days.

All other Employees are expected to report as soon as possible.

ARTICLE XIX - LODGING AND MEALS - BUS DRIVERS

A. Provided the Bargaining Unit Member is unable to make arrangements before or after departing for said trip, meals for an out-of-town trip of four (4) hours or more shall be paid as follows:

If on an extra trip between the hours of (see below) the Employer will pay:

6:00-8:00 a.m.	Breakfast	\$4.00
11:00 a.m.-1:00 p.m.	Lunch	\$5.00
5:00-7:00 p.m.	Dinner	\$6.00

Meals do not have to be eaten during the above hours.

B. In the event the Driver is unable to eat in a restaurant because of locality or time constraints, or opts to bring his/her own meal, he/she shall still be reimbursed at the above rates.

C. Notation of meal allowance will be made on the Bargaining Unit Member's time sheet, and reimbursement shall be made once a month in a check separate from the Bargaining Unit Member's paycheck.

D. Should lodging be necessary during an extra trip, the actual cost incurred by the Bargaining Unit Member shall be reimbursed by the Employer.

ARTICLE XX - PAY PERIOD

A. All Employees covered by this Agreement shall be paid in full every two (2) weeks on Friday, provided that one (1) week's pay shall be withheld from each Employee to allow accurate payroll computations.

B. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose for each two (2) week period. The Employee shall be responsible for maintaining these check stubs to provide his/her own up-to-date record, provided however, that the Employer will provide the appropriate year-end reports and forms to each Employee for income tax purposes.

ARTICLE XXI - LOSS OR DAMAGE

A. No Employee shall be charged for loss or damage unless clear proof of negligence is shown. Should there be a dispute relative to negligence by the Employee, the matter will be resolved through the grievance procedure.

ARTICLE XXII - HOLIDAYS

A. All Employees covered by this Agreement shall receive the following paid holidays each year, provided such Employees are on the payroll at the time of the holiday. If the holiday falls on a weekend, it shall be a paid holiday, regardless on which day of the week it falls.

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Opening day of deer season when school is not in session

Thanksgiving Day

Friday after Thanksgiving

December 24

Christmas Day

December 31

B. For an Employee working less than a full eight (8) hour shift, holiday pay will be computed on a pro-rata basis.

ARTICLE XXIII - VACATIONS

A. TWELVE MONTH EMPLOYEES

1. Eligibility for vacation time shall be based on the Bargaining Unit Member's anniversary date.

2. Schedule

Bargaining Unit Members who have worked for at least one (1) year shall receive one (1) week vacation with pay.

Bargaining Unit Members who have completed two (2) years of service shall receive two (2) weeks vacation with pay.

Bargaining Unit Members who have completed fifteen (15) years of service shall receive three (3) weeks vacation with pay.

Bargaining Unit Members who have completed twenty (20) years or more of service shall receive four (4) weeks vacation with pay.

3. Bargaining Unit Members who have worked less than one (1) year shall accumulate paid vacation days at the rate of one-half (1/2) day per month. A maximum of five (5) paid vacation days may thus be accumulated.

4. Vacations shall be granted during the period established by the Employer, considering both the wishes of the Bargaining Unit Members and efficient operation of the department concerned.

5. Bargaining Unit Members who are to receive one (1) week paid vacation shall take their vacation in a period of consecutive days. Bargaining Unit Members who receive two (2) or more weeks paid vacation may take up to one (1) week of vacation time in one (1) or more day periods of time. The remaining amount of vacation time must be taken in a period of consecutive days. However, vacation time may be split into one (1) or more weeks, but only with one preference, and provided further, such scheduling does not drastically interfere with the operation of the Employer.

6. A vacation shall not be postponed from one year to another. Vacation shall be taken during the year immediately following the year in which the vacation was earned. Vacations shall be forfeited unless completed

during each year. However, if a Bargaining Unit Member is on a medical leave, he/she may elect to receive his/her vacation time if he/she has exhausted all accumulated sick leave.

7. A vacation shall not be waived by a Bargaining Unit Member and extra pay received for work during that period.

8. When a holiday, observed by the Employer, falls on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation. Should the holiday fall on a Saturday or Sunday, the Bargaining Unit Member shall receive the regular pay for the holiday as provided elsewhere in this Agreement.

9. Regular part-time Bargaining Unit Members in the Custodial, Maintenance and Mechanic classification shall be entitled to vacation benefits as provided in this Article on a pro-rated basis. Part-time Bargaining Unit Member vacations will be based on the average number of hours per week worked during the year.

10. A Bargaining Unit Member who leaves the employ of the Employer shall receive a lump sum payment for any unused vacation standing to his/her credit on the date the Bargaining Unit Member leaves.

11. Should more than one Bargaining Unit Member request the same or similar vacation time, seniority shall be the determining factor. All vacation requests must be submitted in writing and approved by the immediate supervisor.

B. FOOD SERVICE AND BUS DRIVERS

1. Eligibility for vacation shall be based on the fiscal year.

2. Schedule

Bargaining Unit Members who have worked at least one (1) year shall receive one (1) week vacation with pay.

Bargaining Unit members who have worked at least two (2) years shall receive two (2) weeks vacation with pay.

Bargaining Unit Members who have completed fifteen (15) years of service shall receive three (3) weeks vacation with pay.

Bargaining Unit Members who have completed twenty (20) years or more of service shall receive four (4) weeks vacation with pay.

3. Such vacation shall be taken at the Christmas and Spring vacation periods. Should the Bargaining Unit Member have unused vacation at the end of the school year, he/she shall receive a lump sum payment, separate from the Bargaining Unit Member's paycheck.

4. A Bargaining Unit Member who leaves the employ of the Employer is entitled to a lump sum payment for the unused vacation pay standing to his/her credit on the date the Bargaining Unit Member leaves.

5. A week of vacation pay shall be computed on the basis of the average weekly hours worked for the official school year.

ARTICLE XXIV - PROVISIONS CONTRARY TO LAW

A. If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XXV - OVERTIME AND HOURS OF WORK

A. The standard work week for all full-time Bargaining Unit Members shall be established at forty (40) hours per week. The work week is established as five (5) days a week, from Monday through Friday.

B. The standard work week for the Food Service Department will be six (6) hours per day, five (5) days a week, for a thirty (30) hour week.

C. Time and one-half (1 1/2) will be paid for all hours worked in excess of forty (40) hours per week, including Saturday and Sunday. For full-time Cooks and Custodians, all Saturday and Sunday work will be paid at time and one-half (1 1/2).

D. Emergency duty overtime work shall be rotated according to seniority by building, by department, and by classification. The senior Bargaining Unit Member will be first called, and the next senior Bargaining Unit Member in like manner until the crew is assembled. In the event a crew cannot be assembled after the

last senior Bargaining Unit Member is called, the Bargaining Unit Members will be called in reverse order and Bargaining Unit Members must report for emergency duty until the crew is assembled.

E. Overtime work will be permitted only when authorized by the immediate supervisor.

F. All Bargaining Unit Members shall receive a fifteen (15) minute paid break for each four (4) consecutive hours worked.

G. All Bargaining Unit Members shall receive a thirty (30) minute, duty-free, lunch or dinner break, provided they are scheduled to work no less than six (6) hours.

H. The Custodial/Maintenance Supervisor is guaranteed pay for forty-five (45) hours, five (5) hours at the overtime rate, during the school year.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1985, and shall continue in full force and effect through August 31, 1988. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date.

If, pursuant to such negotiations an Agreement on the renewal or modification is not reached prior to the expiration, this Agreement shall expire at such expiration date unless it is extended by written mutual agreement by the parties.

SIGNATURES

PINE RIVER AREA SCHOOLS

MICHIGAN EDUCATION ASSOCIATION, NEA

SALARY SCHEDULE - 1985-86

STEP	1	2	3	4
<u>Transportation Department</u>				
Supervisor	5.79	6.28	6.51	6.75
Mechanic I	6.36	6.93	7.20	7.48
Mechanic II	5.34	5.83	6.06	6.30
Bus Driver	5.34	5.83	6.06	6.30
Minimum Trip	8.46	9.22	9.58	9.96
Field Trip				
-Driving time	5.34	5.83	6.06	6.30
-Down Time	4.82	5.25	5.46	5.67
-Minimum Trip	14.86	16.19	16.83	17.49
<u>Custodial/Maintenance Department</u>				
Custodial/Maintenance Supervisor	7.16	7.76	8.05	8.34
Custodian I	5.60	6.11	6.35	6.60
Maintenance I	6.71	7.31	7.60	7.89
Maintenance II	5.92	6.46	6.71	6.97
<u>Food Service Department</u>				
Food Service Supervisor	5.70	6.07	6.29	6.52
Head Cook	5.25	5.62	5.84	6.07
Cook	5.13	5.41	5.62	5.84
Food Service Worker	4.67	5.04	5.24	5.44

SALARY SCHEDULE - 1986-87

Step	1	2	3	4
<u>Transportation Department</u>				
Transportation Supervisor	6.05	6.57	6.81	7.06
Mechanic I	6.68	7.27	7.56	7.85
Mechanic II	5.60	6.12	6.36	6.61
Bus Driver	5.60	6.12	6.36	6.61
Minimum Trip	8.88	9.68	10.05	10.46
Field Trips				
-Driving Time	5.60	6.12	6.36	6.61
-Down Time	5.06	5.51	5.73	5.95
-Minimum Trip	15.60	17.00	17.67	18.36
 <u>Custodial/Maintenance Department</u>				
Custodial/Maintenance Supervisor	7.49	8.12	8.43	8.73
Custodian I	5.88	6.41	6.67	6.93
Maintenance I	7.04	7.67	7.98	8.28
Maintenance II	6.21	6.78	7.04	7.32
 <u>Food Service Department</u>				
Food Service Supervisor	5.96	6.35	6.58	6.82
Head Cook	5.51	5.90	6.13	6.37
Cook	5.38	5.68	5.90	6.13
Food Service Worker	4.90	5.29	5.50	5.71

SALARY SCHEDULE - 1987-88

Step	1	2	3	4
<u>Transportation Department</u>				
Transportation Supervisor	6.33	6.87	7.13	7.39
Mechanic I	7.01	7.63	7.94	8.24
Mechanic II	5.88	6.42	6.68	6.94
Bus Driver	5.88	6.42	6.68	6.94
Minimum Trip	9.32	10.16	10.55	10.98
Field Trips				
-Driving Time	5.60	6.12	6.36	6.94
-Down Time	5.31	5.78	6.01	6.25
-Minimum Trip	16.38	17.85	18.55	19.28

Custodial/Maintenance Department

Custodial/Maintenance Supervisor	7.84	8.50	8.83	9.14
Custodian I	6.17	6.73	7.00	7.27
Maintenance I	7.39	8.05	8.38	8.69
Maintenance II	6.53	7.12	7.39	7.68

Food Service Department

Food Service Supervisor	6.23	6.64	6.88	7.14
Head Cook	5.78	6.19	6.43	6.69
Cook	5.65	5.96	6.19	6.43
Food Service Worker	5.14	5.55	5.77	5.99

LONGEVITY

- A. Beginning with the twelfth (12th) year of employment with the District, a Bargaining Unit Member shall receive \$200 each year for longevity, not to be compounded.
- B. Beginning with the sixteenth (16th) year of employment with the District, a Bargaining Unit Member shall receive \$400 each year for longevity, not to be compounded.
- C. Longevity shall be payable on the first check in December in a lump sum. Unpaid time shall not count toward meeting the longevity requirement. If eligibility is not met by December 1st, the Bargaining Unit Member shall not receive longevity for that year, or the higher rate achieved in the 16th year.

