

8905

6/30/90

VASSAR PUBLIC SCHOOL DISTRICT

and

TEAMSTERS LOCAL NO. 486

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

Secretarial Agreement

7/1/87 - 6/30/90

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

INDEX

	<u>Page</u>
Article 1 - Recognition: Agency Shop and Dues	1
Article 2 - Schedule "A"	2
Article 3 - Extra Contract Agreements	2
Article 4 - Seniority	2
Article 5 - Discharge - Discipline - Discrimination	4
Article 6 - Grievance Procedure	5
Article 7 - Stewards	7
Article 8 - Unpaid Leave of Absence	7
Article 9 - Jury Duty - Leave of Absence with Pay	9
Article 10 - Inspection Privileges	9
Article 11 - Posting - Bulletin Boards	9
Article 12 - Pay Period	9
Article 13 - Worker's Compensation	9
Article 14 - Military Service	10
Article 15 - Separability and Savings Clause	10
Article 16 - Separation of Employment	10
Article 17 - Examinations and Identification Fees	10
Article 18 - Schedule "A" - Minimum Wage Rates	11
Article 19 - Regular Work Week	11
Article 20 - Year Round and School Term Employees	11
Article 21 - Vacations	12
Article 22 - Holidays	12
Article 23 - Sick Leave	13
Article 24 - Meal Period - Break	13
Article 25 - Personal Leave	14
Article 26 - Bereavement Leave	14
Article 27 - Act of God Days	14
Article 28 - Insurance Benefits	14
Article 29 - Board Rights	15
Article 30 - No Strike	16
Article 31 - Termination of Agreement	1*

INTRODUCTION

This Agreement, made and entered into, by and between Vassar Public School District located at Vassar, Michigan, party of the first part, and hereinafter termed the "Employer," and Teamsters Local Union No. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Saginaw, Michigan, party of the second part, hereinafter called the "Union."

WHEREAS: Both parties recognize that strikes, lockouts and other cessations of work and employment disruptions are contrary to existing law and the best interests of education at Vassar Public Schools; and

WHEREAS: Both parties are desirous of instituting wage scales and maintaining working conditions; and of facilitating peaceful adjustment for all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful occupational and economic relations between the parties.

ARTICLE 1

RECOGNITION: AGENCY SHOP AND DUES

Section 1, RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A."

(b) The Employer agrees to respect the above-mentioned classifications and shall not direct or require their employees other than bargaining unit employees to perform recognized work in such classifications, understanding, however, that there are certain tasks which are performed by members of the bargaining unit which are also performed by non-unit members. There are also certain tasks which may be performed by bargaining unit members on a subcontracting or volunteer basis which is not bargaining unit work; for example, calling substitutes, taking Board minutes, working on graduation or millage campaigns, etc. It is not the policy of the Vassar Board of Education to undermine the Union.

Section 2, AGENCY SHOP: (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under ths Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of

the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

(c) All employees from the bargaining unit shall, as a condition of continued employment, pay to the Union the employees¹ exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For the present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees the payment shall start thirty-one (31) days following the date of employment.

(d) If any provision of the Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

Section 3, CHECK-OFF; The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions following the end of the month for which the deduction is made. The Employer requires a written authorization by the employee for such deductions, the same to be furnished to the Employer on the form furnished by the Local Union.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union, the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages if in compliance with state law. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 2

¹ SCHEDULE "A"

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof constitute a part of this Agreement.

ARTICLE 3

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE 4

SENIORITY

Section 1, ADDITIONAL HELP; When the Employer needs additional help, it shall give the Union opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. This requirement is met by posting job openings on the school's bulletin board.

Section 2, NEW EMPLOYEES; A new employee shall work under the provisions of this Agreement on a trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading or discriminating against Union members. The trial basis that such employee shall work under is as follows; Said employee shall work for sixty (60) calendar days or thirty (30) student session days, whichever comes later. After said trial basis, the employee shall be placed on the regular seniority list. Their seniority shall revert back to their first date of continuous employment.

Section 3, SENIORITY LIST; The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 4, LAYOFF-RECALL; (a) Seniority and qualifications shall prevail in the layoff and rehiring of employees. In the event that a more senior employee is to be laid off, he/she may displace the least senior employee if he/she meets the qualifications of this position. The employee will then be given a forty (40) work day trial period during which the employee must demonstrate the ability to do the job. In the event the employee is judged not to have the ability to do the job, he/she will then be laid off.

(b) In the event of a layoff or recall, an employee shall be given ten (10) calendar days notice when possible. The employee recalled must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery thereof, unless mutually agreed to otherwise in writing. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

Section 5, LOSS OF SENIORITY; Seniority shall be lost if any of the following occur:

- (1) Discharge.
- (2) Quit.
- (3) A layoff equal to seniority or twenty-four (24) months, whichever comes first.
- (4) Absence of three (3) days without proper notification to the Employer.
- (5) Failure to return after a recall.
- (6) Failure to return after the expiration of a leave.
- (7) Retirement.

ARTICLE 5

DISCHARGE-DISCIPLINE-DISCRIMINATION

Section 1, DISCHARGE; The Employer shall not discharge nor suspend any employee without just cause. Verbal warning (which will be recorded in writing) and written warnings will only be considered for twelve (12) months. Time off penalties shall not be considered longer than twelve (12) months.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request to the Employer and the Union within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and a decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 6 hereof.

Section 2, UNION ACTIVITIES - Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-up of equipment, slow-downs, walk-outs or any other cessation of work, or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the suggestion may be submitted by either party for arbitration as hereinafter provided.

A grievance shall be defined as a misinterpretation, misapplication or inequitable application of a specific and expressed term of this agreement. Employees shall have an election of remedies. If an employee elects to seek redress in any other forum, the employee forfeits his/her right to file and/or process a grievance.

Section 2. Should any grievance over the alleged misinterpretation or misapplication of the specific terms of this Agreement occur, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

"Informal Procedure"

The employee with a grievance shall first discuss the matter with their supervisor directly, with the objective of resolving the matter informally. It is assumed that most problems can be resolved in this process; however, if the problem is not resolved satisfactorily at this level, the individual will proceed within ten (10) days (of the event giving rise to the grievance) to the formal procedure.

"Formal Procedure"

Step 1. By conference between the aggrieved employee, the Union Steward, and the immediate supervisor. The immediate supervisor shall render his/her decision within ten (10) days of such presentation.

Step 1-A. Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the grievance form provided by the Local Union and presented to the employee's supervisor within ten (10) days of receipt of supervisor's decision as provided for above. Each grievance must cite a contract provision violation and the proposed remedy.

- Step 2. Within ten (10) days of the receipt of the grievance, the Superintendent or Assistant Superintendent and/or their designee shall meet with an official or officials of the Union.
- Step 3. If the decision in Step 2 is not satisfactory to the Union, the grievance will be presented to the Board of Education or their designee. The grievance must be settled within fourteen (14) days at this step or proceed to the State Mediation Board for mediation.
- Step 4. In the event the last step fails to settle the complaint, it shall be referred to an impartial arbitrator upon the request of either party. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. Failure to request arbitration within thirty (30) days after the Step 3 meeting shall conclude the matter and the grievance shall be considered dropped.

The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

Section 3. The Arbitrator shall be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected in accordance with the rules of the American Arbitration Association. Arbitration shall be initiated by sending the request to the American Arbitration Association with a copy to the Employer within the time limits set forth above.

Section 4, POWERS OF THE ARBITRATOR; The Arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement.

Section 5. FEES AND EXPENSES; The cost of the Arbitrator shall be shared equally by the Employer and the Union.

Section 6. Each party shall be responsible for the expenses of witnesses they may call.

Section 7. The Arbitrator shall render his/her decision in writing no later than thirty (30) calendar days from the date of the conclusion of the hearing. The decision of the Arbitrator will be binding upon all employees, the Employer and the Union.

Section 8. Only one grievance at a time, except cases of like nature, may be taken to the same arbitrator, including any questions of arbitrability unless mutually agreed to do otherwise in writing by the parties.

ARTICLE 7

1

STEWARDS

The Employer recognizes the right of the Union to designate a job steward and alternates from the Employer's seniority list. One steward shall hold top seniority for layoff and rehire purposes.

ARTICLE 8

UNPAID LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall request and secure written permission from the Employer with appropriate notice to the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be requested and secured in the same manner as provided for above.

(a) When an employee returns to work following a leave of absence duly granted by the Administration for any reason, the School Board may require such employee to submit to a physical examination at its expense, to make certain the employee is able to return to work. An employee shall be entitled to retain such seniority rights as he/she may have had prior to employee's leave of absence.

(b) The following shall be the basis for the procedure and leave of absence in the event of pregnancy or impending adoption of a child.

1. All employees who become pregnant, or adopt a child, shall be granted leave of absence.
2. An employee who becomes pregnant shall notify the building administrator of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able and capable to perform all duties and functions of her position, and the estimated date of delivery.
3. Impending adoption notification to the building administrator shall be accomplished as soon as possible following confirmation by the adoption agency of the adoptee's scheduled arrival. Unforeseen delays in the adoptive process shall be duly reported to the building administrator for purposes of terminating the leave until further notice.
4. The employee shall furnish periodic statements from her physician indicating her well-being and ability to perform all duties and functions of the work required of her assignment.

Such statements by the physician shall be provided monthly upon request. After the fifth month of pregnancy, such monthly statements shall be required.

5. The employee may continue working only as long as (a) her physician continues certification of her well-being and ability to perform the work required of her assignment; and (b) she is able to perform all the necessary duties and functions of her position.
6. If an employee wishes to take a leave of absence prior to the beginning of the ninth month of pregnancy, she shall apply in writing (upon forms provided) setting forth the anticipated date of return after termination of the pregnancy.
7. The purpose of the above requirements are in recognition of the exposure of liability that the Board is subjected to, as well as the exposure of liability to the pregnant employee, the unborn child, and the father. Thus, it is recognized that the procedures must be closely followed and violation or deviation therefrom, without expressed written approval by the Employer, shall be grounds for disciplinary action.
8. After the termination of pregnancy, or upon the arrival of the adoptee, there shall be a "child care" portion of the leave of absence. No employee shall be permitted to return to work until (a) conclusion of the post-natal period or post-natal examination; (b) without written authorization that the employee is physically able and capable of performing all duties and functions of the job and does not create an exposure of liability or risk.
9. A member of the bargaining unit returning from leave provided in this paragraph shall be placed on the appropriate step of the salary schedule and classification from which she went on leave and shall return with seniority and sick leave accumulations enjoyed at the time leave is granted.
10. The above such leaves shall be without pay.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of people affected, in order that there shall be no disruption of the Employer's operations due to lack of available employees.

It is further provided said time off shall not exceed seven (7) working days in one (1) calendar year.

ARTICLE 9

JURY DUTY '- LEAVE OF ABSENCE WITH PAY

Any employee who is off work for jury duty and receiving jury duty pay or fee must sign over to the school district any money received for the service as a juror (not including mileage, meals or lodging), if they wish to receive their full daily wage from the district. It is understood that, should his/her services not be required for a full day, the employee shall return to complete the remaining portion of his/her normal daily work period. It is further provided that this provision shall apply only for thirty (30) jury duty days in the state court system and sixty (60) jury duty days in the United States Federal Court.

ARTICLE 10

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment if and when permission is required and granted by the Superintendent and/or his designee.

ARTICLE 11

POSTING - BULLETIN BOARDS

Section 1. Each employee shall be furnished a copy of this contract by the Union.

Section 2, UNION BULLETIN BOARD; The Employer agrees to provide suitable space for the Union on a bulletin board. Postings by the Union on such boards is to be confined to official business of the Union and other non-controversial Union business.

ARTICLE 12

PAY PERIOD

PAYDAY - All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Not more than seven (7) days shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 13

WORKER'S COMPENSATION

The Employer shall provide Worker's Compensation protection for employees as required by law.

ARTICLE 14

'MILITARY SERVICE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

ARTICLE 15

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or any riders thereto should be held invalid by any body of law or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 16

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the next regular pay day.

ARTICLE 17

EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall have no obligation to pay for physical examinations required of new job applicants.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

The Employer agrees to pay Five (\$5.00) Dollars to each employee for a 1987 tuberculosis test taken by those employees.

Section 2. Employees who are directed by the Employer, as a result of a recommendation of either the Health Department or the doctor of a pupil, to have medical exams or treatment due to being exposed to a school health problem, shall have the expense of such paid by either Worker's Compensation, employees' health insurance or by the Employer if not covered by the aforementioned insurance program.

SCHEDULE "A"

ARTICLE 18

MINIMUM WAGE RATES

<u>Classification;</u>	<u>7/1/87</u> <u>Per Hour</u>	<u>1/1/88</u> <u>Per Hour</u>	<u>7/1/88</u> <u>Per Hour</u>	<u>7/1/89</u> <u>Per Hour</u>
0 to 1 year	\$5,.25	\$5.51	\$5.90	\$6.25
1 year to 3 years	5,,80	6.09	6.52	6.91
4 years to 6 years	6,.64	6.97	7.46	7.91
7 or more years	7,.29	7.65	8.19	8.68

Section 2, LONGEVITY PAY; Following the tenth (10th) anniversary of employment as a secretary, an employee will receive longevity pay of eighteen (18¢) cents per hour which shall become payable on her anniversary date and thereafter.

ARTICLE 19

REGULAR WORK WEEK

Section 1. The regular work week shall commence on Monday A.M. and end on Friday P.M. The hours worked shall be as determined by the Employer.

Section 2, OVERTIME; Time and one-half (1h) shall be paid for all time in excess of forty (40) hours in any one week. Overtime may be paid in a sum of money or the employee may be compensated by time off for one and one-half (1½) hours off for each overtime hour worked. Overtime shall be divided and rotated as equally as possible.

ARTICLE 20

YEAR ROUND AND SCHOOL TERM EMPLOYEES

There shall be employees who work the entire year and there shall be employees who are considered to be school term employees. Such school term employees will work less than fifty-two (52) weeks per year, but may work longer than the actual school year. Such school term employees may be called in prior to the start of school and may be required to remain after the school year is finished.

ARTICLE 21

1 VACATIONS

Section 1, Fifty-two (52) week employees shall be entitled to one (1) paid week of vacation per year after the first year of employment; said employee shall be entitled to two (2) weeks of vacation after the second year of employment; such employee shall be entitled to three (3) weeks vacation after the fourth year of employment; and such employee shall be entitled to four (4) weeks vacation after the fifth year of employment. Vacation periods shall be used at any time during the Christmas, spring and summer recesses, and any employee having three (3) or more weeks vacation may take one (1) week of such vacation during the regular school session with the limitation that only one employee at one time shall receive such vacation. An additional week may be granted at the discretion of the employee's supervisor, based on the District's needs.

Allotted vacations must be used during the year they are earned.

Section 2, AMOUNT OF VACATION PAY; (a) Vacation days are to be paid at the employee's current hourly or weekly rate exclusive of overtime at the time vacations are taken.

(b) If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay at straight time hourly rates.

(c) Vacation pay will be paid to the employee at the normal specified payday.

Section 3, TIME FOR VACATION; (a) Vacation requests shall be granted according to seniority providing that a reasonable amount of notice of request for vacation is given by the employee.

(b) Any employee who has earned his/her vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

(c) Paid sick leave shall be considered as time worked in computing vacation pay.

ARTICLE 22

HOLIDAYS

Section 1. Fifty-two (52) week employees shall not be required to work and shall be paid one (1) day's pay at the straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve

Section 2. School term employees shall not be required to work and shall be paid one (1) day's pay at the straight time hourly rate for the following holidays:

Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Labor Day	

Section 3. When Christmas or New Year's Day falls on Thursday, the employees will receive Friday off without pay as well as the holiday. If Christmas or New Year's Day falls on Tuesday, employees will receive Monday off without pay as well as the holiday, provided school is not in session.

Section 4. Employees called to work on any of the above-listed holidays shall be paid two times their regular pay in addition to their regular day's pay referred to above.

Section 5. In order to be eligible for holiday pay, an employee must work the last scheduled work day prior to such holiday and the first work day following the holiday or be off on a paid sick day or vacation.

Section 6. All listed holidays shall be paid regardless of the day on which they fall.

ARTICLE 23

SICK LEAVE

Section 1. Fifty-two (52) week employees shall be entitled to fourteen (14) paid days sick leave, to accumulate to 180 days.

Section 2. School term employees shall be entitled to eleven (11) paid days sick leave, to accumulate to 180 days.

Section 3, SICK LEAVE BANK - Those employees, who after ten (10) years of service, terminate their employment for any reason whatsoever will be paid their accumulated sick leave at the rate of Fifteen (\$15.00) Dollars per day up to a maximum of Fifteen Hundred (\$1,500.00) Dollars,

ARTICLE 24

MEAL PERIOD - BREAK

Employees shall be entitled to and shall take thirty (30) minutes for their lunch break. Employees shall be entitled to take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. However, employees may deviate from the above with the permission of their supervisor.

ARTICLE 25

PERSONAL LEAVE

Fifty-two (52) week employees shall be entitled to a maximum of three (3) personal business days per year. School-term employees shall be entitled to a maximum of two (2) personal business days per year. These days shall be deducted from accumulated sick leave. These days are to be used for those situations which cannot be handled outside school hours.

ARTICLE 26

BEREAVEMENT LEAVE

Employees shall be granted up to three (3) consecutive scheduled work days with pay covering the period from the date of death to, and including the day of, the funeral for the purposes of attending the funeral in the event of a death in the employee's immediate family. Immediate family shall be defined as spouse, mother, father, children, brother, sister, grandmother, grandfather or a dependent relative living in the employee's household. Any days taken shall be deducted from the employee's sick leave.

One day shall be granted to attend the funeral of mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

ARTICLE 27

ACT OF GOD DAYS

Effective with the beginning of the 1986 school year, employees shall not receive pay for Act of God days unless they work on that day or if the day is made up, they work on the make-up day. In the event that the Legislature should modify existing law, this section should be renegotiated. In the event that the Legislature should rescind the existing law, the parties will revert back to their former practice. Year-round employees may, at their option, use a vacation, personal or sick day for the day missed or take a no-pay day or an "Act of God" day.

ARTICLE 28

INSURANCE BENEFITS

Section 1. The Board of Education shall have the right to bid or self-insure health insurance each and every year. The specifications for such health insurance shall be those currently in effect, and the Board shall pay the full cost for all employees **and** their respective families if so requested.

Section 2, OPTIONAL BENEFITS FOR EMPLOYEES NOT DESIRING HOSPITALIZATION COVERAGE; The Board shall pay up to Forty (\$40.00) Dollars per month for insurance options which are mutually agreed upon.

Section 3, DENTAL BENEFITS; The Board of Education will pay the full cost of a 75/25 dental plan; however, the Board shall have the right to bid or self insure such dental plan.

Section 4, LIFE INSURANCE; The Board of Education shall have the right to bid or self insure life insurance and shall provide each employee with Ten Thousand (\$10,000) Dollars worth of group terra life insurance fully paid by the Board of Education.

Section 5. Insurances shall become effective as soon after the contract is ratified and signed by the parties as possible. Part-time employees receive no fringe benefits. Part-time shall be defined as working less than twenty-four (24) hours per week.

ARTICLE 29

BOARD RIGHTS

Section 1. The Board, on its own behalf and behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right;

(a) To the executive management and administrative control of the school system and the activities of its employees.

(b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotion; and to promote and transfer all such employees.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Law and Constitution of the State of Michigan and of the United States.

Section 3. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are suspended by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 30

NO STRIKE

The Union and the Board recognize that strike and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE 31

TERMINATION OF AGREEMENT

This contract, unless otherwise specified, shall become effective when ratified and signed by the parties. Wages shall be retroactive to July 1, 1987. This contract shall expire on June 30, 1990.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VASSAR PUBLIC SCHOOL DISTRICT
Vassar, Michigan

TEAMSTERS LOCAL UNION NO. 486
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

By William F. Channing

By James Bohlen

By Robert V. Silsen

By 10-23-87

By Thomas A. Sant

By Mark J. Goffey

Date 12-7-87

Date 11-20-87