

8978

9/15/92

AGREEMENT

BETWEEN

WHITEHALL DISTRICT SCHOOLS

AND

WHITEHALL DISTRICT SCHOOLS
BUS DRIVERS AND CUSTODIAL PERSONNEL,
WHITEHALL EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA-NEA

Whitehall District Schools

September 16, 1989 to September 15, 1992

Michigan State University
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AGREEMENT

This Agreement is between the Whitehall District Schools, a state agency (hereinafter referred to as the "Employer"), and the Whitehall District Schools Bus Drivers and Custodial Personnel, Whitehall Educational Support Personnel Association, MEA-NEA (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual benefit of the UNION and EMPLOYER, through cooperative effort by said parties and their respective bargaining representatives, which is hereby encouraged to the fullest degree of friendly relations.

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 in the best interest of students and the total school program in the application of this Agreement, and in each of the provisions of this contract such intention shall be implied.

ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, herein referred to as the "Act", the Employer does hereby recognize the Whitehall Educational Support Personnel Association MEA-NEA, to be the exclusive representative of all full-time and part-time bus drivers, custodians, maintenance helpers, and transportation helpers as certified, excluding all office clerical, supervisors, as defined in the Act, substitutes, and all others for purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE II MANAGEMENT RIGHTS

The conduct of school administration, management and operation of its properties and facilities and the direction of its working force are vested in the Employer.

Except as otherwise restricted or modified in the Agreement, or by the Act, the foregoing functions are recognized to include, among others, the right to hire, promote or demote; to transfer

and discharge; to layoff for sufficient reasons; to retire employees in accordance with Board Policy 3070, A., revised 5/82; to determine schedule of hours of work and school term; and to make and enforce reasonable rules and regulations to promote safety, efficiency, discipline, order and protection of the Employer's employees, operations, and property from injury, damage or other loss from any source.

The exercise of the foregoing powers, rights, 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 by the specific and express terms of this Agreement and only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE III UNION SECURITY

A. Employees covered by this Agreement on the effective date, who are members of the Union and employees who become members thereafter, shall as a condition of continued employment continue membership in the Union for the duration of this Agreement.

B. 1. The Union agrees that it shall admit all bargaining unit members to its membership without discrimination by reason of race, religion, color, national origin, sex, marital status, age, height, weight, membership or participation in the lawful activities of the Union, or handicap unrelated to the individual's ability to perform the duties of the position.

2. Each bargaining unit member shall, as a condition of employment, on or before one hundred and twenty (120) session days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a service fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedure provided below.

Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

3. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - a) The Union shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the board in the event compliance is not effected.
 - b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the board to make such deduction pursuant to paragraph a) above.
 - c) The board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.
4. Pursuant to Chicago Teacher's Union v Hudson, 106 S Ct 1066 (1986), the Union has established an "Objections To Political-Ideological Expenditures - Administrative Procedures." Those administrative procedures (including the timetable for payment) apply only to non-union bargaining unit members. The remedies set forth in those procedures shall be exclusive and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
5. Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or

nonpayment of the representation fee by non-members shall be activated upon expiration of the objection period for non-members of the fee for that given school year.

6. The Union will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deductions for service fees, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the Employer shall have no obligation to make involuntary deduction of service fees under this section until such time as the Union shall furnish the Employer with verification that the Union's "Objections To Political-Ideological Expenditures - Administrative Procedures" have been approved by the court of record in Lenhart v Ferris Faculty Association-MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the Union promptly agrees to notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its "Objections To Political-Ideological Expenditures - Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the Employer shall have the right to suspend the involuntary wage deduction procedure specified herein for non-union bargaining unit members.
7. The Union shall indemnify and save the board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the board for the purpose of complying with the Union Security/Agency Shop Provision of this article. The Union shall, when the board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and the Michigan And National Education Associations. The Union shall have the right to negotiate a settlement with any bargaining unit member who challenges the Union Security/Agency Shop article provisions under this article.

ARTICLE IV
UNION DUES - PAYROLL DEDUCTIONS

A. The Employer will deduct the uniformly-levied dues of Union members upon receipt of a properly executed authorization for deduction of dues, assessments, and contributions to the Union, as

scheduled transportation of students to and from classes or other normal and customary school activities would be interrupted or unattended.

3. A custodial steward or alternate shall not investigate a complaint or present or handle a grievance during any period which would cause any building to be left without custodial attendance under the regular schedule set for such work.
4. Before any steward shall leave regularly scheduled work to investigate a complaint or handle a grievance the steward shall inform the immediate supervisor of such requirement and the estimated time involved, which request, subject to the foregoing regulation (Article V, Section B-1, 2, & 3).
5. Stewards shall be paid at their regular rate of pay for all authorized time spent for complaint and grievance as above outlined during their regular working hours, subject to the foregoing regulations (Article V, Sections B-1, 2, 3, & 4).
6. A current list of stewards, alternates and members of the Grievance Committee shall be furnished to the Employer by the employees.

ARTICLE VI **GRIEVANCE PROCEDURE**

A. It is the intent of the parties to this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all steps are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Union and Employer that when an employee does not advance a problem or grievance to the next step within the specified time limit the problem or grievance has been resolved. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step.

B. A grievance is any dispute, controversy or difference between the Union and Employer with respect to the meaning, interpretation or application of any specific article or section of this Agreement or any terms or provisions thereof.

C. Grievances shall be presented to the Employer during the daytime hours of 8:30 a.m. to 4:30 p.m., on Monday through Friday.

D. Grievances will be processed in the following manner and within the stated time limits:

1. Step One

An employee with a problem or grievance shall discuss it with the immediate supervisor within seven (7) working days following the day on which the event first occurred; the steward may be present. In cases involving loss of wages, may be presented within eleven (11) working days following date of such loss with the objective of solving the matter informally.

2. Step Two

If the matter is not resolved to the satisfaction of the employee at Step One, the steward shall submit the grievance in writing to the immediate supervisor on approved grievance forms within ten (10) working days after the informal meeting. The immediate supervisor shall give a written reply to the grievance within ten (10) working days. The written grievance shall contain the following:

- a) It should be signed by the grievant(s) or the Union.
- b) It should contain the facts giving rise to the alleged violation.
- c) It should specify the section or sub-sections of the Agreement alleged to have been violated.
- d) It should contain the date of the alleged violation.
- e) It should specify the relief sought.

3. Step Three

If the matter is not resolved to the satisfaction of the employee at Step Two, the grievance shall be reviewed by the Union's Grievance Committee. If the Union or the employee wish to carry the matter further, the grievance shall be submitted to the superintendent or a designated representative within the ten (10) working days following the immediate supervisor's reply. The superintendent or a designated representative shall give a written reply to the grievance within ten (10) working days.

4. Step Four

If the matter is not resolved to the satisfaction of the employee at Step Three, the grievance may be placed on the agenda of the next regular meeting of the Board of

Education by filing said grievance in writing to the Secretary of the Board of Education at least five (5) working days prior to the meeting. The decision of the Board of Education shall be given in writing within five (5) working days of the meeting.

5. Step Five

If the decision of the Board of Education is not acceptable to the Union, then the Union may, within thirty (30) days of the date of the decision, make a written request to the Board (by delivery to the Secretary of the Board) for arbitration of the grievance, providing such grievance relates to the application or interpretation of this Agreement or disciplinary matter.

- a) After receipt of the Union's request for arbitration, the Employer and the Union shall meet within seven (7) calendar days after the date of receipt of the notice from the Union, in an attempt to make one last effort to resolve the issue. If they are unable to resolve the dispute at that point, the Union may file at the appropriate office of the American Arbitration Association a formal demand for arbitration provided said dispute involves an alleged violation of a specified article and/or section of this Agreement.

If the Union fails to exercise the privilege of arbitration within a ten (10) work day period following the "last effort" attempt to resolve the dispute, then the grievance shall be deemed resolved.

If the parties are unable to agree upon an arbitrator, (experienced and knowledgeable in school administration and financing) the arbitrator shall be appointed by the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

Hearings shall be held at Whitehall, Michigan, in accordance with the rules of the American Arbitration Association.

- b) The powers of the Arbitrator are expressly limited as follows:

- 1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2) The arbitrator shall have no power to establish salary scales or change any existing salary schedules.
 - 3) The arbitrator shall have no power to hear or decide issues other than the one expressly disclosed in the original grievance.
 - 4) The arbitrator's authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, or any other national or state laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
 - 5) the arbitrator shall have no power to hear or decide any matter properly within the jurisdiction of any other state agency.
 - 6) The decision of the arbitrator shall be final and binding if within the scope of the arbitrator's authority.
 - 7) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Either party may demand that the evidence and proceedings shall be stenographically reported and the cost thereof and all other expenses shall be borne by the party incurring them, including their own witnesses, provided they furnish the arbitrator and the other party copies of the evidence and proceedings.
 - 8) No party, other than the Union, may invoke the arbitration request or process.
- c) An employee may present a grievance to the Employer and have the grievance adjusted, without intervention of the Union or its bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to have representation present at such adjustment.

ARTICLE VII
REPRIMANDS & DISCHARGES

A. The Employer reserves the right to reprimand an employee whose conduct and work performance is unsatisfactory. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature, except in cases such as theft, possession of illegal drugs, intoxicants, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Union according to the terms of this contract. Any complaint made against employees shall be promptly called to his/her attention and a corrective procedure given to the employee.

B. Employees shall be notified in writing if they are reprimanded of any subject matter which may be construed as detrimental to the employee's job security or future promotion or transfer, and on all matters which will become part of the employee's personnel record.

C. In the event the Employer does take disciplinary action, the employee shall receive a written statement of the disciplinary action within three (3) days of the initiation of the disciplinary action. In all events of dismissal action the Employer shall send a copy of the Employer's statement to both the Union President and employee.

D. No employee shall be disciplined, up to and including discharge, without just cause. Discipline, up to and including discharge of a probationary employee shall not be subject to this provision.

E. In the event an employee is discharged:

1. The discharged employee shall have the right to meet with the steward before the employee is required to leave the property of the Employer.
2. Upon request, the Employer or a designated representative, will discuss the discharge with the employee and the steward.
3. Should the discharged employee consider the discharge to be improper, a complaint shall be presented in writing to the Employer within two (2) regularly scheduled working days of the employee's receipt of the written specific grounds for the discharge. The Employer's designated representative will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee, the

matter shall be referred to Step Three of the Grievance Procedure.

F. Prior to taking disciplinary action toward an employee, the Employer will hold a conference with the affected employee and a representative of the Union (i.e. union steward, alternate, or union representative) of the employee's choice.

ARTICLE VIII **SENIORITY**

A. Probationary Employees.

1. New employees hired shall be considered probationary employees for the first one hundred twenty (120) session days of their employment. The one hundred twenty (120) session days' probationary period shall be accumulated within not more than three hundred sixty (360) calendar days from the date of hire. When an employee finishes the probationary period, by accumulating one hundred twenty (120) session days of employment within not more than three hundred sixty (360) calendar days, the employee shall be entered on the seniority list of the department and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.
2. Probationary employees shall be subject to this Agreement in respect to rates of pay, wages, hours of employment and other conditions of employment. A probationary employee may be discharged, disciplined, transferred, laid off for any reasons other than lawful union activity without recourse to the Grievance Procedure.

B. Application of Seniority.

1. Seniority shall be on a departmental basis, in accordance with the employee's last date of hire.
2. Seniority preference shall be granted to custodians within their department, willing and able to work a regular full schedule, and to bus drivers willing and able to work a full morning and afternoon regular schedule (noon kindergarten runs shall qualify as a morning or afternoon schedule). No present or future employee shall be hired, rehired or transferred who cannot work the regular schedule as above defined.
3. All present employees who are now employed by the Whitehall District Schools who work less than the

regular schedule shall be considered a regular employee so long as there is no change in their present status.

4. If regular employees are not available, substitutes may be used.

C. Seniority Lists.

1. Seniority shall not be affected by race, sex, marital status, age, physical characteristics or dependents of the employee.
2. The seniority list on the date of this Agreement will show the names and job titles of all employees of each department.
 - a) custodians
 - b) bus drivers
 - c) maintenance helpers
 - d) transportation helpers
3. The Employer shall furnish the Union President with any changes of the seniority list monthly.

D. Loss of Seniority.

An employee shall lose seniority for the following reasons:

1. The employee quits.
2. When a bus driver is unable to perform the responsibility of the classification due to a change in primary employment, the employee shall maintain but not accumulate seniority for the purpose of bidding on a vacancy in the department for which the employee is qualified for a period of one (1) year.
3. The employee is discharged and the discharge is not reverted through the procedure set forth in this Agreement.
4. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address appearing in the Employer's records that the employee has lost seniority, and employment has been terminated. In proper cases, exceptions may be made.
5. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.

6. Return from sick leave and leaves of absence will be treated the same as four (4) above.

E. Shift Preference.

Shift preference shall be based on seniority and the ability of the employee to perform the necessary requirements for the shift.

F. Assignment of Bus Routes.

Assignment of bus routes shall be based on seniority and the ability of the employee to perform the necessary requirements for the assignment.

G. Seniority of Stewards.

Notwithstanding their positions on the seniority list, stewards in the event of a layoff of any type shall be continued at work as long as there is a job in their department for which they qualify and shall be recalled to work in the event of a layoff on the first open job in their department for which they qualify. This provision shall apply only during the steward's term of office. Once the person leaves the office, he/she shall return to his/her original position on the seniority and/or layoff list.

H. Seniority of Officers.

Notwithstanding their position on the seniority list, the president, vice president, financial secretary and recording secretary of the local unit in the event of layoff shall be continued at work as long as there is a job in their department for which they qualify. This provision shall apply only during the officer's term of office. Once the person leaves the office and serves no longer in any officer capacity, he/she shall return to his/her original position on the seniority and/or layoff list.

I. Layoff Defined.

1. The word "layoff" means a reduction in the working force. It is hereby specifically recognized that it is within the sole discretion of the board to reduce its program, and/or staff and that the procedures set forth in this Article shall be used in laying off personnel.
2. If it becomes necessary for a layoff, the following procedures will be mandatory in each department.

- a) Probationary employees will be laid off first, and then,
 - b) Employees with the least seniority within their department will be the next to be laid off.
3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff except in cases of impossibility because of emergency to do so. The local unit president shall be issued a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
 4. Should a reduction in hours for employee(s) occur, the affected employee may use seniority to bump the least senior employee whose hours are less than or equal to the affected employee. Permanent assignment to routes shall not be awarded until all bumping has taken place.
 5. In the event that a reduction in hours is necessary, the transportation supervisor shall call a meeting of all bargaining unit members affected by the reduction, prior to the reduction, in order to develop a plan for bumping implementation. Following the meeting, the affected employees shall be given five (5) work days to decide their preferences. All bumping shall be implemented at the same time once all affected employees have expressed their preferences.

J. Recall Procedures.

When the working force is increased after a layoff, employees will be recalled in reverse order of layoff. Notice of recall shall be sent to the employee at the last known address appearing in the Employer's records by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, the employee shall be considered a quit.

K. Transfers.

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

L. Posting and Bidding Procedures.

1. In the event of a vacancy or newly-created position, the employee shall be given an opportunity to transfer on the basis of seniority and the ability of the employee to perform the necessary requirements of the shift or assignment. Vacancies and newly-created positions will be posted for a period of seven (7) working days prior to filling such vacancy or newly-created position. The position shall be awarded or denied within seven (7) working days after the posting period.

The Union President shall receive a copy of all job postings when they are posted and a copy of the award or denial within seven (7) working days after the posting period.

2. A vacancy shall be defined as any previously filled position, or newly-created position which the district intends to fill.

M. Emergency Situation.

1. In the event an employee is unable to perform the regular duties due to an emergency situation, if the Employer chooses to fill the position, the Employer shall fill the position on a temporary basis until the employee returns to the position or vacates the position. Upon completion of employment equal to the probationary period in a position as a temporary employee, the employee shall be considered a bargaining unit member.
2. Supervisor and employees not covered in the bargaining unit shall not perform work which is normally performed by employees in the bargaining unit except in an emergency or when there are no employees in the bargaining unit reasonably available.

ARTICLE IX
WAGES

A. 1989 - 1990

	Start	After 120 Days	After 1 Year
Regular Custodian	8.82	9.26	10.11
Maintenance Helper	8.82	9.26	10.11
Regular Bus Driver	8.82	9.26	10.11
Special Ed Driver	9.13	9.59	10.49
Transportation Helper	8.00	8.40	9.50

B. 1990 - 1991

Regular Custodian	8.91	9.36	10.62
Maintenance Helper	8.91	9.36	10.62
Regular Bus Driver	8.91	9.36	10.62
Special Ed Driver	9.22	9.68	11.01
Transportation Helper	8.50	8.93	10.32

C. 1991 - 1992

Regular Custodian	9.00	9.45	11.15
Maintenance Helper	9.00	9.45	11.15
Regular Bus Driver	9.00	9.45	11.15
Special Ed Driver	9.31	9.78	11.56
Transportation Helper	9.00	9.45	11.15

D. Stand-by-time.

	09/16/89	09/16/90	09/16/91
Driver Standing Time	7.26	7.62	8.00

1. All bus drivers shall receive their regular rate for driving duty on field trips and a straight-time hourly rate of \$7.26 per hour effective 9/16/89, \$7.62 per hour effective 9/16/90, \$8.00 effective 9/16/91 standing for time. "Standing time" is defined to mean that period of time on field trips from the time of unloading at the destination away from the Whitehall School District until reloading time.
2. Special education drivers required to assist with special education students during "standing time" shall receive their regular rate of pay per hour.
3. Bus drivers will be guaranteed one hour's straight-time rate for each run.

E. Emergency Closing of School.

1. For bus drivers: If school is closed due to an emergency situation caused by an Act of God, bus drivers will be paid for their regular schedule of hours at their regular rate of pay. Days that are rescheduled will not entitle the employee to additional pay except days shall be rescheduled only if needed for the purposes of state aid.
2. For custodians: If an employee reports to work and is sent home thereafter, the employee shall receive a minimum of four (4) hours work or four (4) hours pay. Custodians shall be allowed to count the portion of the day they are snow-bound against sick leave.
3. If an employee refuses work so offered, the employee shall receive no pay.

F. Field Trips.

1. Field trips are those runs outside of the regular bus run schedule, and shall be assigned by the bus supervisor on a rotating basis among all drivers who sign up for field trips at the beginning of each school year, provided they are initially qualified for the trip and can adequately handle same in the opinion of the bus supervisor. For the purpose of rotation, a list shall be posted at the beginning of each school year of those employees who have signed up for field trips in seniority order (most senior employee being first) and rotated thereafter, excluding boys varsity football and basketball. Bus drivers who refuse or are not available for field trips shall be charged with the trip. Bus drivers for boys varsity football and basketball teams buses need not be assigned by the bus supervisor on a rotating basis (this sentence shall apply only as long as the current driver of the boys varsity football and basketball teams drives the run).
2. If a field trip is cancelled with less than one (1) hour notice, the assigned driver shall be paid one (1) hour at the regular rate.
3. Drivers who have been assigned a field trip during their regular run and the field trip is cancelled with one (1) or more hours notice shall be eligible to take their regular run.
4. If a field trip is cancelled, the driver shall be eligible for the next unassigned field trip.

5. If a bus driver signs up for field trips at the beginning of the school year, and refuses or is unavailable for five (5) consecutive trips during the school year, the driver shall be removed from the field trip list and shall be ineligible for field trips for the remainder of the school year.
6. To the extent possible, all field trips will be posted three (3) days, in advance and shall be selected by the drivers twenty-four (24) hours prior to the starting time of the field trip.
7. If a driver does not sign for a field trip within the stated time, the bus supervisor may select a driver without regard to rotation.
8. If a bus driver is not available for a field trip because the driver is on vacation, illness or an appointment for a professional or health reason, sentence as stated above would not be applicable.

G. If an employee is required to stay overnight, the Employer shall provide for the lodging. Such lodging shall be at least a private room and the Employer shall pay up to forty (40) dollars for such room (including applicable taxes) upon receipt of an invoice approved by the transportation supervisor.

H. Meal Allowance.

The Employer shall provide a meal allowance as follows:

Breakfast - \$3.65
Lunch - \$5.15
Dinner - \$8.15

Meal allowance shall apply to all field trips with a duration of six (6) hours or more. In each instance of expense, the employee shall turn in to the Employer paid receipts for reimbursement. In no way shall this section interfere with the field trips.

I. Chaffeur's License.

The Employer agrees to pay the cost of a chauffeur's license when purchased exclusively for the purpose of qualifying as a bus driver.

ARTICLE X
WORKING HOURS

A. Custodians.

1. The regular full working day shall consist of eight (8) hours per day.
2. The regular full working week shall consist of five (5) consecutive eight-hour working days excepting Sunday for a total of forty (40) hours.
3. Any shift that regularly begins on or after 4:00 a.m., but before 11:00 a.m., shall be considered as the first shift. Any shift that regularly begins on or after 11:00 a.m., but before 7:00 p.m., shall be considered as the second shift. Any shift that regularly begins on or after 7:00 p.m., but before 4:00 a.m., shall be considered as the third shift.
4. The Employer shall have the right to set the start of any shift provided that a notice of at least two (2) weeks is posted before the change of said shift and provided further, that change in shifts are not utilized by the Employer to deprive employees of benefits contained in the Agreement and also provided that said two (2) weeks posting may be waived by mutual agreement between the Employer and the employee or employees involved.
5. Employees on the first shift shall be entitled to a one-half (1/2) hour lunch period for which they will not be paid.

Employees on the second and third shifts shall be entitled to a one-half (1/2) hour lunch period for which they will be paid.
6. Employees may take a "coffee break" in the a.m. and also a "coffee break" in the p.m., or the first half or second half of their regular shift. Such break shall be for fifteen (15) minutes.
7. Employees who are unable to report for work at the assigned starting time must notify the custodial supervisor, the assistant superintendent for business, or the business office prior to the employee's assigned starting time.

B. Bus Drivers.

1. One regular morning and one regular afternoon scheduled run shall constitute a regular driver.
2. Regular bus runs shall consist of picking up and delivering of students along an established route to and from school, as may be established or changed by the Employer as in its judgment and discretion seems desirable or necessary.
3. At the start of each school year each driver shall be assigned the runs the employee has at the end of the previous year, unless in the discretion of the bus supervisor or director of transportation, placement on a different route would be in the better interest of the school. Bus drivers shall be advised of all routes listed and of their approximate length. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length. Bus drivers shall be permitted to select them on a seniority basis, provided however, that if in the opinion of the director of transportation or bus supervisor a driver is not initially qualified for the particular run, or after being on the run cannot adequately handle the same, such driver shall either be disqualified for the assignment or be removed therefrom. The regular posting procedure shall be used when vacancies or new runs exist during the school year.
4. Bus drivers and custodians shall be paid for attending meetings when called by the Employer. Compensation shall be at the hourly rate. Attendance at meetings is encouraged but not mandatory.
5. Employees who are unable to report to work at the assigned starting time must notify the bus supervisor, the assistant superintendent for business, or the business office prior to the employee's assigned starting time.

C. Maintenance Helpers.

1. The regular full working day shall consist of eight (8) hours per day.
2. The regular full working week shall consist of five (5) consecutive eight (8) hour working days excepting Sunday for a total of forty (40) hours.
3. Any shift that regularly begins on or after 4:00 a.m., but before 11:00 a.m., shall be considered as the first

shift. Any shift that regularly begins on or after 11:00 a.m., but before 7:00 p.m., shall be considered as the second shift. Any shift that regularly begins on or after 7:00 p.m., but before 4:00 a.m., shall be considered as the third shift.

4. The Employer shall have the right to set the start of any shift provided that a notice of at least twenty-four (24) hours is provided to the employee before the change of said shift and provided further, that change in shifts are not utilized by Employer to deprive employees of benefits contained in this Agreement and also provided that said twenty-four (24) hours notice may be waived by mutual agreement between the Employer and the employee or employees involved.

5. Employees on the first shift shall be entitled to a one-half (1/2) hour lunch period for which they will not be paid.

Employees on the second and third shifts shall be entitled to a one-half (1/2) hour lunch period for which they will be paid.

6. Employees may take a "coffee break" in the first half and second half of their shift. Such break shall be for fifteen (15) minutes.

7. Employees who are unable to report for work at the assigned starting time must notify the maintenance supervisor or the business office prior to the employee's assigned starting time.

D. Transportation Helpers

1. The regular full working day shall consist of eight (8) hours per day.

2. The regular full working week shall consist of five (5) consecutive eight (8) hour working days excepting Sunday for a total of forty (40) hours.

3. Any shift that regularly begins on or after 4:00 a.m., but before 11:00 a.m., shall be considered as the first shift. Any shift that regularly begins on or after 11:00 a.m., but before 7:00 p.m., shall be considered as the second shift. Any shift that regularly begins on or after 7:00 p.m., but before 4:00 a.m., shall be considered as the third shift.

4. The Employer shall have the right to set the start of any shift provided that a notice of at least two (2)

weeks is posted before the change of said shift and provided further, that change in shifts are not utilized by the Employer to deprive employees of benefits contained in this Agreement and also provided that said two (2) weeks posting may be waived by mutual agreement between the Employer and the employee or employees involved.

5. Employees on the first shift shall be entitled to a one-half (1/2) hour lunch period for which they will not be paid.

Employees on the second and third shifts shall be entitled to a one-half (1/2) hour lunch period for which they will be paid.

6. Employees may take a "coffee break" in the first half and second half of their shift. Such break shall be for fifteen (15) minutes.
7. Employees who are unable to report for work at the assigned starting times must notify the transportation supervisor or the transportation dispatcher prior to the employee's assigned starting time.

ARTICLE XI **TIME AND ONE-HALF AND DOUBLE TIME**

Time and one-half and double time shall be paid to custodians and regular bus drivers as follows:

A. Time and one-half will be paid as follows:

1. For all hours worked over eight (8) hours per day.
2. For all hours worked over forty (40) hours per week.
3. For all hours worked on Saturday outside of the regular work day or for all hours worked on the sixth (6) day.

B. Double time will be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays defined in this Agreement.

C. Overtime shall be equalized as reasonable as possible and not necessarily in rotation between employees in the same classification and kept up-to-date on an overtime list to be posted monthly. Time not worked because the employee refused or was not available shall be charged the number of hours worked during that period. In no event shall the Employer be required to use an

employee unfamiliar with the specific duties required in the overtime work.

D. Substitute bus drivers will be selected as follows:

1. For high school runs, substitute drivers will be selected on the basis of seniority from drivers not having a high school run.
2. For special education, vocational education, and kindergarten runs, substitute drivers will be selected on a seniority basis at the beginning of each school year and will serve as the permanent substitute driver for the school year for the run selected.
3. In the event a permanent kindergarten substitute driver is not available for a run, the substitute will be selected on a seniority basis from the other permanent kindergarten substitute drivers.
4. In the event a permanent special education substitute driver is not available, the substitute will be selected on a seniority basis from the other permanent special education substitute drivers.
5. In the event a permanent vocational education substitute driver is not available, the substitute will be selected on a seniority basis from the other permanent vocational education substitute drivers.

ARTICLE XII **HOLIDAYS**

A. Custodians with seniority shall be paid their current rate of pay based on eight (8) hours per day for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Day before Christmas Day
Christmas Day
Day before New Year's Day
The employee's birthday
Full day as agreed between employer and union in summer
when school is not in session

B. Bus drivers with seniority shall be paid their current rate of pay based upon their assigned regular runs for the following holidays:

Independence Day for year-round drivers
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day before New Year's Day
New Year's Day
The employee's birthday

(employees having a birthday during periods of normal unemployment or the first week of school may, at their option, select their birthday-holiday declaring the date to their immediate supervisor by October 15th of each year. If a bus driver's birthday falls during the months of May or June, the transportation supervisor may reschedule the day at a time that would be more convenient to the school district - considering the desires of the bus drivers - when the transportation needs make the giving of a day off difficult.)

Memorial Day
Floating holiday at the discretion of the employee, subject to the approval of the supervisor.

When school is in session on Good Friday, any driver losing pay because kindergarten runs are cancelled, will be compensated for any loss of pay.

C. Maintenance and transportation helpers with seniority shall be paid their current rate of pay based upon their current assigned hours per day for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Day before Christmas Day
Christmas Day
Day before New Year's Day
The Employee's Birthday
Floating holiday as agreed between the employer and union in summer when school is not in session.

D. Holidays or birthdays falling on Sunday will be observed on Monday. Holidays or birthdays falling on Saturday will be observed on Friday by the above employees who work a normal Monday through Friday schedule. Those working a Tuesday through Saturday schedule will observe the holiday on Saturday.

ARTICLE XIII
VACATION

A. Vacation Period.

Employees other than bus drivers shall be entitled to the following vacation time and vacation pay:

1. Two weeks per year from 1 year through 6 full years.
2. Three weeks per year from the beginning of the 7th year through the 12th full year.
3. Four weeks per year from the beginning of the 13th year and over.

Half-time employees to be pro-rated after one (1) year employment; a twelve-month special education bus driver will receive the same vacation schedule as the custodians.

B. Vacation Pay.

Vacation pay shall be based on forty (40) hours pay at the regular rate of pay for each week of vacation. Half-time employees to be pro-rated.

C. Vacation Schedule.

1. Summer vacations shall be scheduled between June 15th and August 15th of each year. Employees may take vacation days during spring break and/or Christmas break. Vacation preference shall be granted on the basis of seniority and the schedule of vacations shall be completed by May 15th of each year.

Vacation may be used at other times of the year, provided it is approved by the superintendent of schools or the assistant superintendent for business.

2. The number of employees taking vacation on the same day or days shall be determined in accordance with the needs of the system.
3. Vacations will be taken in a period of consecutive days.
4. When a holiday or birthday is observed by the employee during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
5. If an employee is laid off or retired, 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 year will have such credit deducted from his vacation the following year.

6. Maintenance and transportation helpers shall schedule vacations, in writing, with their respective supervisors two (2) weeks in advance. Approval is at the discretion of the supervisors.

ARTICLE XIV LEAVES

A. Sick Leave.

1. Sick leave allowance shall accrue at the rate of one day per month of service not to exceed twelve (12) days per year, accumulative to one hundred forty (140) days for employees other than bus drivers. Sick leave without loss of pay may be used for personal illness or illness to a member of the immediate family. Immediate family shall be defined as: spouse or children.
2. Sick leave allowance shall accrue for bus drivers at the rate of one day per month of service, not to exceed ten (10) days per year, accumulative to one hundred (100) days without loss of pay. Except a twelve (12) month special education bus driver will be allowed twelve (12) sick days per year.
3. Absences over and above accumulated sick leave days shall result in loss of pay for each day.
4. The employer reserves the right to require verification of sickness where the record indicates possible abuse of the provision.
5. For the purpose of this section, to be eligible to accrue a sick leave day, an employee must work eleven (11) work days or more in a month. Paid sick leave days, holidays, vacation days and funeral leave days shall be counted as days worked.
6. Upon severance of employment as a result of death or retirement, or after ten (10) years of service or disability retirement under social security standards, the Employer agrees to pay the employee or to the employee's beneficiary one-half (1/2) of the accumulated sick leave computed at the employee's prevailing rate, not exceeding eight hundred and fifty (850) dollars.

7. The Employer shall notify each employee in writing by October 15th of the number of sick leave days accumulated as of the preceding June 30th.

B. Funeral Leave.

All employees shall receive funeral leave with pay not to be deducted from sick leave in the case of a death as follows:

1. Immediate family (spouse, child, step-child, mother, and father) - five (5) working days.
2. Near-relative (brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-children, grandparents, grandchildren, and foster children) - three (3) working days.

C. Leave of Absence.

1. Leaves of absence without pay not to exceed one (1) year will be granted without loss of seniority for:
 - a) Maternity leave.
 - b) Illness leave (personal).
 - c) Prolonged illness in immediate family (spouse or child).
 - d) One member of the union elected to attend a function of the MEA or NEA, such as conventions or educational conferences shall be allowed time off without pay for a period not to exceed one week to attend such conferences and/or conventions.
2. The Union President shall be allowed time off without pay to attend regular monthly chapter or local meetings that are scheduled during working hours.
3. Employees shall retain but not accrue seniority while on leaves of absence in accordance with this section and shall be returned to the position they held at the time the leave was granted.
4. At the beginning of each work year, the Union shall be credited with three (3) working days to be used by employees who are officers of the Union, such use to be at the discretion of the Union. The Union shall pay the cost of the substitute.

D. Personal Leave.

Two (2) days personal leave will be allowed to each employee. One (1) of the days shall be undeclared (i.e., the employee shall

not be required to state why the day is being requested or be required to prove what the day was used for). It is agreed that the other personal leave day will be provided for legitimate business, professional and family obligations which cannot be met outside regular working hours. Typical of these obligations, although not all inclusive, are: court appearances, scheduled medical appointments, religious holidays and college graduation exercises for family members. This provision for declared or restricted personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance. No personal business leave days shall be taken on any day immediately preceding or immediately following a vacation period, except in a case of necessity, when reasonably demonstrated for approval. Personal leave will be allowed only for the portion of the day required. Total personal leave in a year may accumulate to sixteen (16) hours for custodians. Bus drivers, maintenance helpers and transportation helpers will accumulate their regular daily hours times two (2).

ARTICLE XV
MISCELLANEOUS

A. Jury Duty.

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

B. Veterans.

All State and Federal Laws applicable to the employment of veterans will apply.

C. Temporary, Irregular and Substitute Employees.

1. A temporary irregular employee is one who does not work a regular scheduled shift. Such employees shall not work in excess of twelve (12) hours per week except those persons under Federal Programs or except during periods of the year when schools, colleges or universities are not in session. In no case will temporary employees be employed on a full-time basis in excess of one hundred and twenty (120) days. Nor shall they be used to deprive regular employees of benefits contained in this Agreement.

2. Substitute Employees.

A substitute employee is one who is used on an intermittent call-in basis only, to fill in for employees on a daily basis due to absence caused by vacation, sickness or call-ins and shall not be regularly assigned. It is expressly understood that a substitute shall not be used to replace, displace, or take the place of regular employment when other regular employees are available. Further, they shall not be covered by this Agreement; nor shall they acquire seniority, except they shall receive the starting rate of the position they are performing.

3. Temporary Regular Employees.

A temporary regular employee is one who is employed to work in a regular position during the absence of a regular employee who is on an extended leave of absence of Workmen's Compensation Disability. Employees as above defined shall receive any and all benefits that are provided for in this Agreement that a probationary employee would be entitled to. If a temporary regular employee fulfills the probationary period requirements or is retained as a regular full-time employee, the employee shall have seniority from the last date of hire as a temporary regular employee. In order for a temporary regular employee to maintain employment and/or seniority, the employee shall be required to bid and be awarded a permanent position, prior to termination of the temporary work assignment. If the position the employee is filling becomes vacated, the position shall be posted in accordance with the regular posting procedures as provided in the Agreement.

D. Computation of Back Wages.

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

E. On-The-Job Injury.

Each employee will be covered by applicable Workmen's Compensation Laws and the Employer further agrees that any employee being eligible for Workmen's Compensation will receive, in addition to Workmen's Compensation income, an amount to be deducted from the employees' sick leave sufficient to make up the difference between Workmen's Compensation and regular take-home pay until the employee returns to work or sick leave is used up.

F. Computation of Payroll.

Payrolls shall be computed from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, and to be paid the following Friday every two (2) weeks.

G. Strike Prohibition.

During the term of this Agreement, neither the Union, nor any of its members, nor any person acting on their behalf, shall cause authorize, support or take part in any strike, (i.e., the concerted failure to report for duty, the stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of such employee's duties of employment) for any purpose whatsoever and shall not support strikes, as above defined, by any other organized or unorganized groups within the system.

H. Agreements Contrary to Law.

If any provision of this Agreement or any application of all or any part of a provision shall be found contrary to law, then such provision, or part thereof, or application thereof, shall be deemed invalid, but other provisions hereof shall continue in full force and effect.

I. Test and Examinations.

The Employer agrees to pay the full cost for T.B. test, x-rays and examinations if required by the Employer.

J. Non-contributory Retirement.

Effective July 1, 1977, the Employer shall assume the employee contribution of Michigan School Employees Retirement as provided for non-contributory retirement.

K. Uniforms

1. The Employer shall provide each custodian, maintenance helper and transportation helper, with three (3) sets of uniforms (shirts and pants) upon employment. In addition, the Employer shall provide one (1) new uniform (shirt and pants) in September of each year thereafter. The uniform shall be of good quality permanent press material. Employees shall be required to keep the uniforms clean and relatively wrinkle free. Uniforms must be worn by all employees during regular working hours, subject to adjustment which might be made for weather conditions.

2. The Employer shall provide one (1) pair of coveralls in September of each year for all transportation and maintenance helpers.
3. Effective September 16, 1989, one (1) jacket will be purchased by the Employer for each regular bus driver.

ARTICLE XVI
INSURANCE

The Employer agrees to furnish the following insurance protection effective November 1, 1989:

A. The employer will provide MESSA Super Care 1, fully paid by the Employer for employees and eligible dependents, as defined by MESSA, for all members of the bargaining unit who work at least thirty (30) hours per week and at least one hundred eighty (180) days per year.

B. The Employer will provide Delta Dental Plan E with orthodontic rider 007 (80/80/80; 1300) including internal and external coordination of benefits for bargaining unit members working at least thirty (30) hours per week, one hundred eighty (180) days per year and their eligible dependents.

The Employer will provide Delta Dental Plan C (50/50) family including internal and external coordination of benefits for all bus drivers working at least fifteen (15) hours per week, one hundred eighty (180) days per year.

C. The employer will provide MESSA VSP III vision insurance for all members of the bargaining unit who work at least thirty (30) hours per week and one hundred eighty (180) days per year.

Effective November 1, 1989, the Employer shall provide MESSA VSP I vision insurance for all members of the bargaining unit who work at least fifteen (15) hours per week but less than thirty (30) hours per week and one hundred eighty (180) days per year.

D. For the purpose of this clause any change in the present special education runs shall be subject to negotiations for coverage.

E. In the event an employee is absent because of illness or injury and is eligible for Workmen's Compensation, the Employer's contribution will continue to provide the above insurance coverage during the continuance of Workmen's Compensation Benefits, but no longer than two (2) years from the date of injury or illness so covered.

F. In the event that an employee is absent because of illness or injury, the Employer's contribution to the above insurance shall terminate three (3) months after the month in which the employee's leave is used up.

G. The above hospitalization-surgical-medical insurance shall be provided for bus drivers who are willing and able to have the premium deducted from their payroll check.

H. The Board shall provide without cost to all employees MESSA Life Insurance with A.D. & D. in the following amounts:

Effective November 1, 1989 - \$15,000

Effective October 1, 1991 - \$20,000

I. Employees not electing health insurance in accordance with Section A above shall receive fifty (50) dollars per month for a full twelve (12) months to be applied toward a tax deferred annuity including the MEA-Sponsored Tax Deferred Annuity through MEA Financial Services.

ARTICLE XVII
UNION RIGHTS AND RESPONSIBILITIES

A. The Employer agrees that it will not discriminate against an employee covered by this Agreement because of their race, creed, religion, color, national origin, age, sex, marital status and physical characteristics or handicap.

B. Nothing contained herein shall be construed to deny or restrict to the employee rights as granted under the Michigan General School laws or applicable State or Federal laws and regulations.

C. Employees may have access to their own personnel files provided:

1. The employee submits a written request at least forty (40) hours in advance, to review the file.
2. The employee may have a union representative present.
3. An employee or a union representative shall review the personnel file while a representative of the administration is present

D. Employees shall not be prevented from wearing union insignia on or off the school premises.

E. The Union may display union materials in custodial cribs and in the bus garage within designated areas.

F. Use of school facilities by the Union will be allowed. Scheduling of the facilities will be done through normal school procedures.

G. The Board agrees to furnish the Union upon written request, any information which is available under the Freedom of Information Act. The Union shall pay ten cents (\$.10) a copy for reproduction of materials.

H. Bus drivers shall be responsible for understanding and complying with all provisions of the bus driver manual.

I. Custodians shall be responsible for understanding and complying with all provisions of the custodial manual.

J. The Employer agrees to the employee's rights with respect to hours, wages, terms and conditions of employment conferred by laws of Michigan or the Constitutions of Michigan and the United States.

ARTICLE XVIII
DURATION OF AGREEMENT

This Agreement shall be effective as of September 16, 1989, and shall continue in effect until the 15th day of September 1992.

The entire Agreement (including all provisions) will be reopened for negotiations for the 1991-92 year if:

1. The 1991-92 full family premium rate for Super Care 1 is 30% more than the 1990-91 full family rate for Super Care 1, and the Board requests reopening the Agreement between June 20 - July 20, 1991.
2. The 1991-92 full family premium rate for Super Care 1 is less than 20% more than the 1990-91 full family rate for Super Care 1, and the Association request reopening the Agreement between June 20 - July 20, 1991.
3. In the event that either side reopens the Agreement in Accordance with paragraphs 1 or 2 above the Board shall continue to pay the full costs of the insurance premiums though September 30, 1991. After September 30, 1991, the Board shall pay the premium rate for 1990-91 plus up to an additional 30% increase in premiums until such time as a successor Agreement is reached. Any increase in premium rate in excess of 30% shall be paid by the employees beginning October 1, 1991, and continuing until such time as a successor Agreement is reached.

LETTER OF AGREEMENT

1

It is hereby agreed as follows:

In addition to other benefits provided the three (3) special education drivers listed below (Muskegon and return) will be provided the full negotiated family health insurance benefits for this unit, fully paid by the Employer in Article XVI, for the duration of their employment as special education bus drivers for the Whitehall District Schools.

1. Ruth Dennis
2. Virginia Schroeder
3. Marylyn Winteringham

Ruth A. Dennis
Local Association President

20 Nov. 1989
Date

Michael H. Boyer
Superintendent

27 November 1989
Date

LETTER OF AGREEMENT

2

It is hereby agreed as follows:

All custodians currently employed (12/21/87) shall continue to receive full benefits for all negotiated fringe benefit programs available to this unit, fully paid by the Employer, subject to Article XVI, for the duration of their employment with the Whitehall District Schools.

Specifically covered are the employees listed below:

Lee Voorhees
Lee Fogg
Willie Sanders
Gary Bell
Ernie Sherrell

Jack Pray
Dale Meinert
Dick Sluyter
Bill Mann

Ruth A. Dennis
Local Association President

Michael H. Boyson
Superintendent

20 Nov. 1989
Date

27 November 1989
Date

LETTER OF AGREEMENT

3

It is agreed between the parties that for 1989-90 only, all custodial/maintenance employees and the transportation helper shall work on Tuesday, January 2, 1990, which is a scheduled holiday under Article XII. The January 2, 1990 holiday shall be taken during the week of July 4, 1990, as determined by the Employer. It is clearly understood that this letter of agreement expires on September 15, 1990.

BOARD OF EDUCATION OF
WHITEHALL DISTRICT SCHOOLS

Robert Ealy
President

Charles S. Peterson
Secretary

Michael H. Bryson
Superintendent

11-27-89
Date

WHITEHALL DISTRICT SCHOOLS
ESP, MEA-NEA (CMT)

Ruth A. Dennis
President

Marilyn G. Rogers
Secretary

George L. Warden
Representative

11-22-89
Date

IN WITNESS WHEREOF, the parties hereto have set their hand
this day of

BOARD OF EDUCATION OF
WHITEHALL DISTRICT SCHOOLS

Allen Ealy
President
Charles Kitesman
Secretary
Michael H. Boyzom
Superintendent

11-27-89
Date

WHITEHALL DISTRICT SCHOOLS
BUS DRIVERS AND CUSTODIAL
PERSONNEL, WHITEHALL
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA-
NEA:

Ruth A. Dennis
President
Marilyn S. Rogers
Secretary
George L. Worden
Representative

11-22-89
Date

11

12

13