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CONTRACT

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**KEARSLEY COMMUNITY
SCHOOLS**

BOARD OF EDUCATION

AND

**CHAPTER R OF LOCAL 1918
AFFILIATED WITH COUNCIL No. 25
AND CHARTERED BY
AFSCME, AFL-CIO**

Kearsley Community Schools

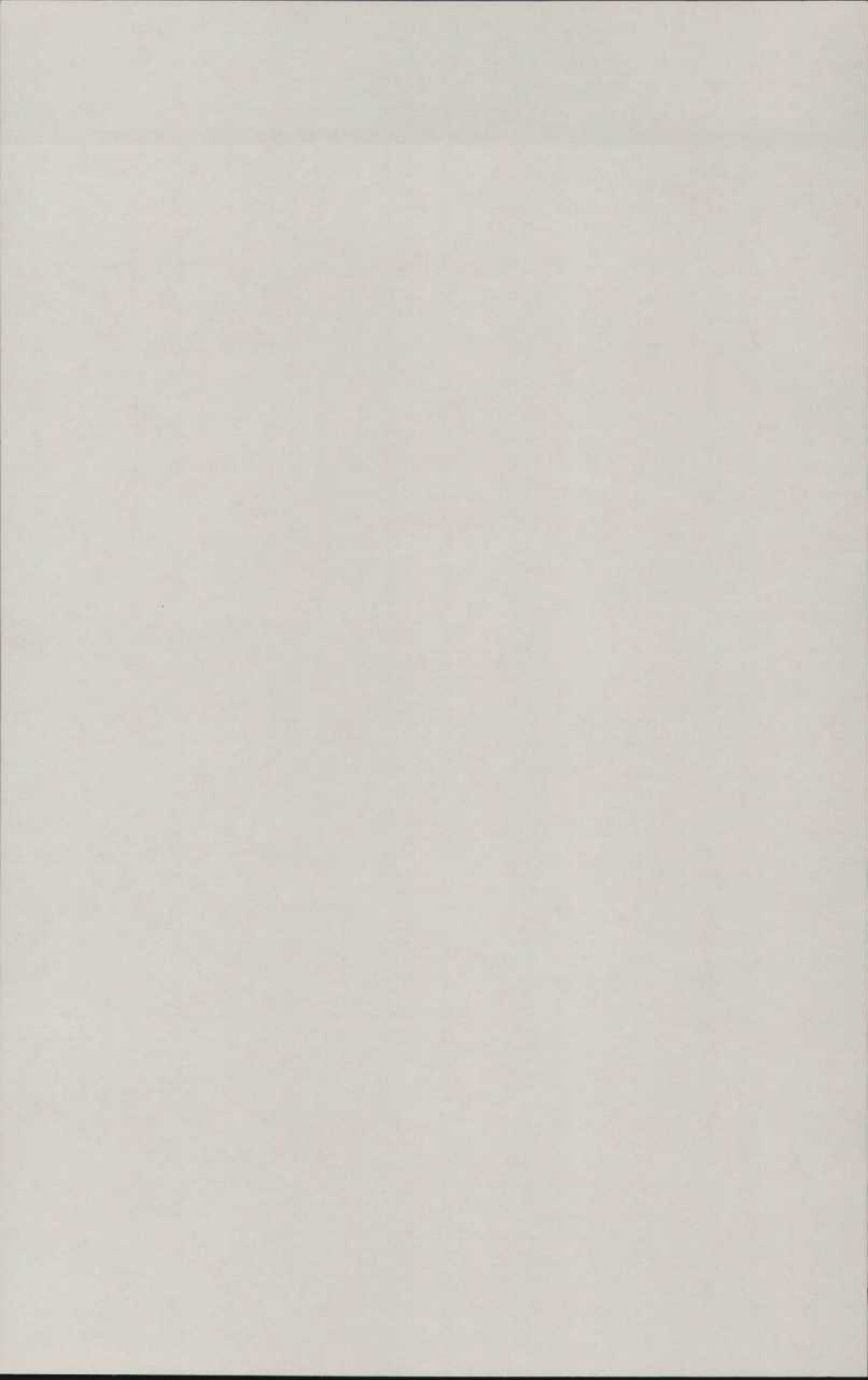
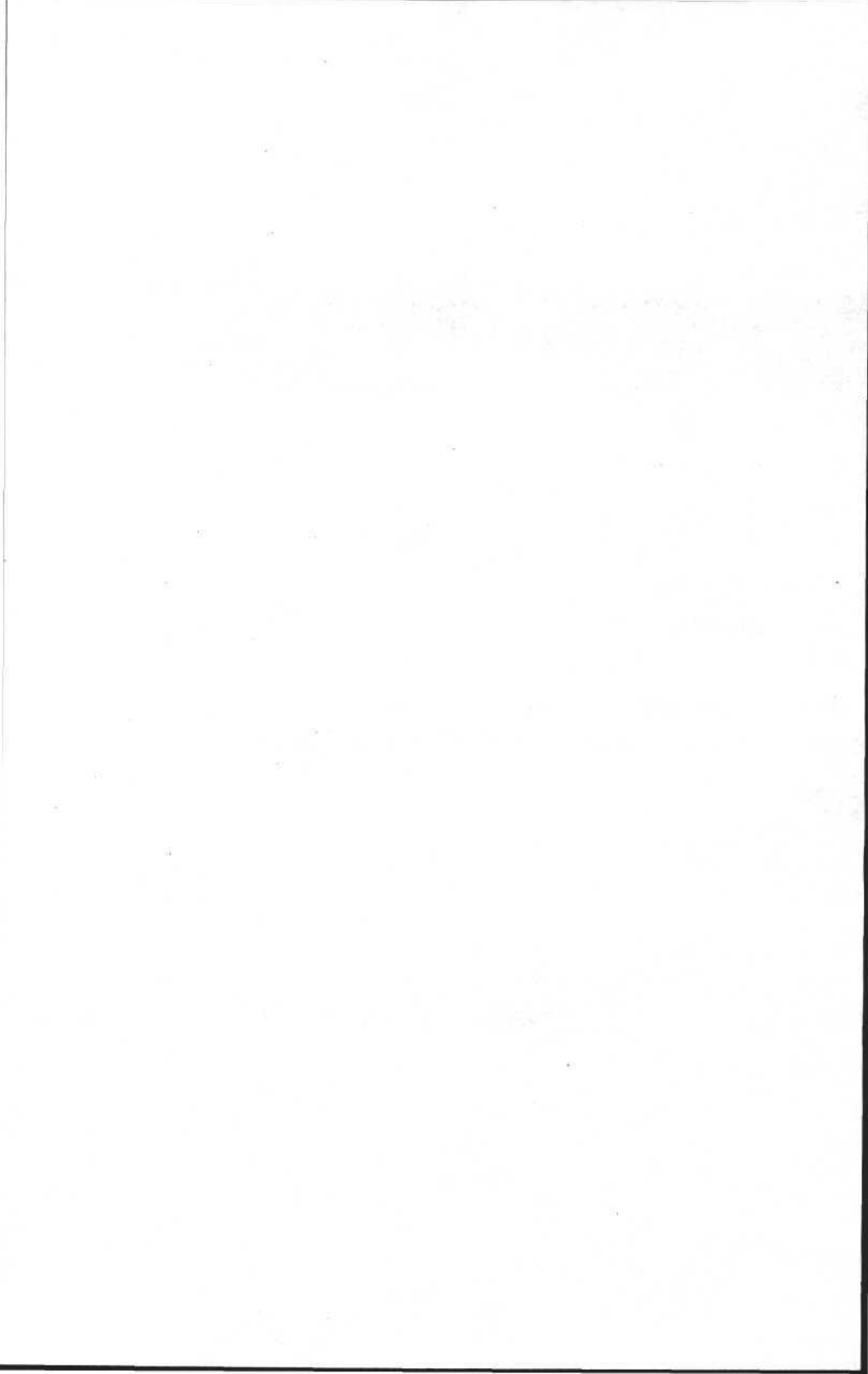


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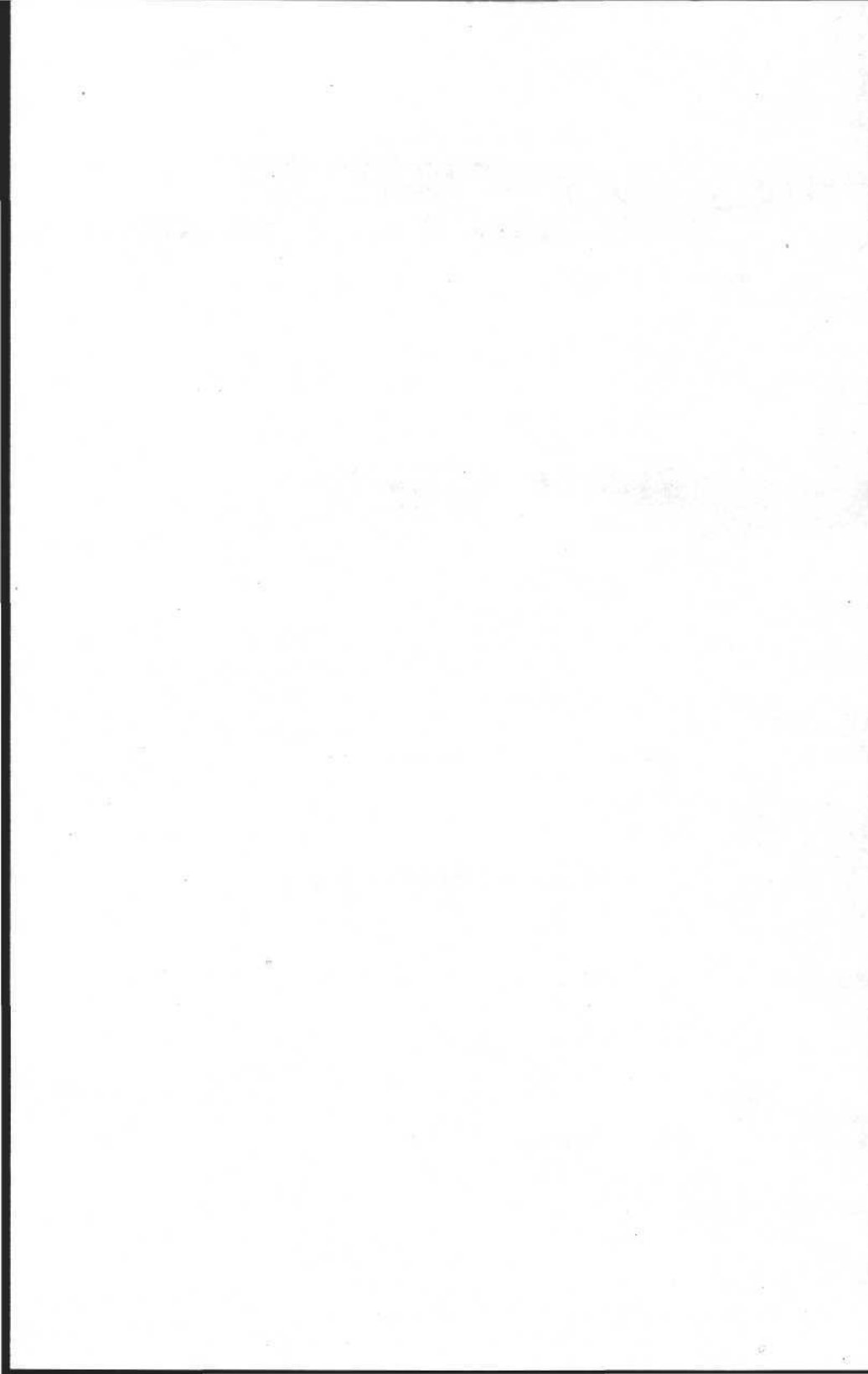
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CONTRACT

KEARSLEY COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

CHAPTER R OF LOCAL 1918 AFFILIATED WITH COUNCIL #25
AND CHARTERED BY AFSOME, AFL-CIO

PREAMBLE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote and encourage orderly and peaceful relations between the respective representatives at all levels and among all employees.

RECOGNITION

2. The employer recognizes the Union as the sole and exclusive bargaining representative for all regular custodial, maintenance, cafeteria and transportation employees as defined in articles 31 and 32, excluding substitute and supervisory employees.
3. The Board agrees not to negotiate with any employee organization other than the Union for the duration of this Agreement.
4. Nothing contained herein shall be construed to alter or restrict any employees rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
5. The Board agrees to make available to the Union in response to reasonable requests from time to time, all available information as prescribed by law.
6. Adequate parking facilities shall be made available to employees.
7. Within thirty days of the beginning of their employment hereunder, employees may sign and deliver to the Board, an assignment authorizing deduction of membership dues or assessments of the Union. Such sum shall be deducted as dues from the regular salaries of these employees and remitted not less frequently than monthly to the Union.
8. The Union shall present a schedule of dues to be deducted from the employees pay, to the Business Office one time per year.
9. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all employees who are beneficiaries of such agreements. To

this end, in the event an employee shall not join the Union and execute an authorization for dues deduction, such employees shall as a condition of continued employment by the Board execute an authorization for the deduction of a sum equivalent to the dues of the Union, which sum shall be forwarded to the Union. However, if by the end of the semester the employees receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before a court of competent jurisdiction, such employees services shall not be terminated until such time as such employees have either obtained a final decision as to the validity or legality of said discharge, or said employee or employees have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction.

10. The procedure in all cases of discharge for violation of Paragraph 9 shall be as follows:
 - a. The Union shall notify the employee of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge will be filed by the Board in the event compliance that a request for discharge is not affected.
 - b. If the employee fails to comply, the Union shall file charges, in writing with Board, and shall request termination of the employees employment. A registered letter from the Union's attorney will state steps the Board of Education is to take in compliance with this termination.
 - c. Upon receipt of said charges and request for termination, the Board or the Union upon request of the Board shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn.
 - d. Termination of services for non-compliance will be within 30 working days of receipt by the Board of such request.
11. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this clause. The Union further agrees to indemnify the Board for any costs, back pay, or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its' agents.

- b. The Union, after consideration with the Board, has the right to decide how to defend said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
- c. The Union has the right to choose the legal counsel to defend any said suit or action.
- d. The Union shall have the right to compromise or settle any claim made against the Board under this section.

EFFECT OF AGREEMENT

12. Past Practice. It is not the intent of this agreement to alter or abolish any mutually acceptable practices not contrary to its terms. It is recognized, however, that changing financial conditions and new or differing modes of operation may necessitate changes in existing policy or establishment of new policy. The Union may request a special conference on such changes. If agreement cannot be reached; the Union may challenge the reasonableness or justification of changes directly effecting conditions of employment as established in the grievance procedure.
13. The term days as used in this agreement shall mean working days unless otherwise indicated.
14. Copies of this Agreement shall be printed at the equally shared expense of the Board and the Union. It shall be the Union's duty to familiarize each employee with the provisions of the Contract.
15. If any provision of the Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect, as permitted by law.
16. Successor Employer. This agreement shall be binding upon the successors and assigns of the parties hereto for the duration of this agreement, and no provision, terms or obligations herein contained shall be changed without mutual agreement of the parties to this agreement.
17. The Union and its' members shall have the right upon proper request to use school building facilities at all reasonable hours for meetings. The administration may designate a building and/or room in advance. No employees shall be prevented from wearing insignia, pins

or other identification of membership in the Union either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Union and its' members.

18. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee as described in the recognition article, shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining negotiations, and other legal activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any non-teaching employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment specified by this contract.
19. In any negotiations described in the Section, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its' representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the members of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, subject only to such ultimate ratification.
20. In the event the salary schedule is re-opened for negotiations by either party, as provided in this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of employees by the Board.

MANAGEMENT RIGHTS

21. It is recognized by all parties hereto that the Board, on its' own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
22. The rights and responsibilities exercised by the Board shall be in conformity with the provisions of this Agreement.

23. Non-Discrimination: Neither the Board, the Union nor its' agents, shall discriminate against the employee on the basis of race, creed, color, national origin, sex, age or marital status.
24. Nothing herein shall be construed to prohibit the employer from temporarily using foremen, supervisors, or volunteers excluded from the bargaining unit for the performance of work usually performed by the bargaining unit employees, for the purpose of training or instruction, in cases of emergency, or for minimal custodial and maintenance, provided the performance of such work is done during regular working hours and does not result in the layoff of a bargaining unit employee. (This language is not intended to prohibit work by coaches and others on the district's grounds and athletic facilities at times other than outlined above.) This language applies to custodial, maintenance/grounds classification.
25. The right of Contracting and Sub-Contracting is vested in the Employer. This right shall not be used to erode the Union or discriminate against its recognized members. In no event will recognized employees be adversely affected by such contracting unless such employees are engaging in a strike, work slowdown or stoppage.

ABSENCE FROM JOB

26. An employee will notify his supervisor 24 hours in advance of known absences. All absences will be reported at least sixty (60) minutes prior to his beginning time, subject to approved justified exceptions.
27. Doctor's statements may be required in cases where a particular pattern of absenteeism or particular circumstances exist which lend doubt to the legitimacy of sick day utilization.
28. Other paragraphs in the contract concerning sick days notwithstanding, legitimate and ethical reasons for sick days are:
 - a. Illness or physical disability of the employee.
 - b. Illness and/or death in the immediate family (as per practice) including mother, father, mother-in-law, father-in-law, sibling, spouse and children.
 - c. Two personal days per year non-accumulative/three for 52 week employees.
 - d. Utilization of sick days other than as directed above will result in forfeiture of pay.
29. If at any time the employee is going to be late, needs to leave for a part of the shift or needs to leave early, he must receive permission from his supervisor.

30. The Union agrees that neither it nor any of its' members shall cause, engage in, or sanction any strike, slow down or other concerted action that disrupts school services and/or the educational processes. The employer agrees not to lock out any of the employees as identified above nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other person (or other employee or union) who are not signatory to this Agreement, unless there is no work to be performed, (i.e.) teacher's strike could cause some personnel to be laid off.

SENIORITY - PROBATIONARY - TEMPORARY - SUBSTITUTE EMPLOYEES

31. A regular full time employee is an employee who works (5 1/2) hours or more or drives (4) or more runs a day. If an employee is reduced below the above number of hours, their fringe benefits shall continue for that month and (2) more.
32. A regular part-time employee is an employee scheduled on regular basis but less than (5 1/2) hours or drives less than (4) runs a day. Part time employees are members of the bargaining unit but are not eligible for fringe benefits, with the exception of pro-rated sick days. All regular cooks shall be entitled to pro-rated holiday pay.
33. Substitute employees work on a day to day basis to replace absent employees for short periods of time.
34. Substitute employees shall not be covered by this Agreement.
35. Temporary employees may be hired for short periods of time, in full-time or part-time jobs/runs not to exceed ninety (90) days, to perform extra or emergency work. Such employees shall be paid at the beginning rate of the classification to which they are assigned and shall not be eligible for any other benefit under this Agreement.
36. Probationary employees are those employees assigned to a regular full-time or part-time job/run, for the first ninety (90) working days of their employment. A probationary employee may be laid-off or discharged without recourse to the grievance procedure. Days for the purpose of this section shall start as of the first day of work by the employee.
37. Seniority employees are those employees who are assigned to a regular full-time or part-time job/run who have satisfactorily completed a ninety (90) working day probationary period, within a six (6) month period.

38. An employee's date of hire shall be considered as the first day of work in a regular full-time or part-time job/run.
39. Employees who are assigned to a regular full-time or part-time job/run for the school year shall receive a full years seniority credit.
40. From this day forward seniority starts the day the employee works the first day on a regular job or run. Alphabetical order to break ties.
41. Employees will not have inside or outside employment that interferes with daily work assignments. It is not the intent of this provision to prohibit leaves of absences, not exceeding regular leave provisions, to resolve such conflicts.

LEAVES OF ABSENCE

42. All leaves of absence are without pay unless otherwise specified.
43. All requests for leaves of absence by all personnel must be in writing no more than 60 days prior to the leave, and at least 2 weeks prior to the leave (except in emergency) at the Board of Education offices with the Superintendent or his designee.
44. Leaves of absences must be acted upon within one week by the Superintendent or his designee.
45. Employees on leave of absence for other than military service or workman's comp will not receive years of service credit on the salary scale for the period of the leave.
46. When an employee has used all of his sick days, he shall request a leave of absence for the duration of his absence. If a leave of absence is not requested, a mandatory leave of absence may be granted until such time as the employee is qualified for re-employment. In cases where leave has been authorized for a period of two weeks or more, confirmation of status by the employee shall be made ten days prior to the expiration date of the leave. Employees must notify the administration one day prior to their return when returning from sickness, or personal leave, or they shall not be paid if a substitute has been hired for that day.
47. An employee returning from a leave of absence for other than illness or maternity of more than (60) calendar days shall be granted the next available position that he qualifies for. In the case of illness or maternity the time limit shall be six (6) months.

48. A one year leave of absence granted to an employee shall normally not be extended. Each consecutive extended leave shall require approval by the Superintendent of Schools or Assistant Superintendent.
49. It is understood by all employees granted a leave of absence that beginning the first day of the next month (third month for illness) after a leave of absence is commenced that the employee shall make arrangements to pay for all fringe benefits he wishes to keep in effect to the extent allowable by the insurance carrier. In the case of a workman's compensation claim, the fringe benefits shall be paid by the Board for a maximum of one year but not to exceed the seniority of the employee.

UNAUTHORIZED LEAVE

50. Employees who are on unauthorized leave the day before or day after a holiday will forfeit all pay for said holiday.

TRANSFER, VACANCY, PROMOTION

51. All job openings shall be posted in each building on agreed bulletin boards so as to properly notify any employees covered by the terms of this agreement of such job openings.
52. The notice shall remain on the board for seven (7) working days, during which time interested employees shall apply for the job, in writing, to the Personnel Office.
53. In the event these employees are not scheduled for work during the posting period, notice to employees in that classification and directly related classification shall fulfill obligation to the above section.
54. A mailing to the last known address will be sufficient.
55. The administration shall have the right to withdraw a posting at any time prior to assignment. All postings that have qualified applicants shall be assigned within 21 days of date of posting.

(Openings shall be filled on a seniority basis in the following manner:)
56. Employees in directly related classifications shall be given first opportunity to fill an opening in a classification in their series (see section 95 for related classification.)
57. In the event a qualified applicant cannot be obtained as provided in Paragraph 56, the balance of the bargaining unit will then be considered.

58. Openings filled under Paragraph 56 shall have seniority in class series considered. Openings in Paragraph 56 shall include all seniority within the jurisdiction of the bargaining unit. In either event, seniority will be considered after the employee meets the minimum, entrance qualifications. In the event the senior employee is denied the opening, the reasons will be submitted to the employee by the employer in writing, upon the employees request.
59. Any employee excluding bus drivers may request a transfer within classification, seniority within such classification permitting, during the period of August 20 to August 20 each year by submitting a request of same in writing prior to July 1. The above dates will be waived when openings in the same classification occur. The denial of the seniority employees transfer request may be the subject of a special conference.
60. An employee who leaves his/her classification outside the master contract but within the employ of the Board, shall have their seniority frozen and may return to the original position, a like position, or the first available position for which qualified within classification.
61. Changes in existing shifts or the addition of a shift will be the subject of a special conference...when requested.
62. Employees will be given a ten (10) calendar days notice of such work change. The ten (10) day shift change notification may be waived in those unforeseen and unusual circumstances where a temporary replacement must be assigned until the position can be filled by conventional means, or by agreement of the employee.
63. Employees will regularly be assigned those duties in his specific classification only. After twenty (20) consecutive working days the employees who are regularly assigned duties in a higher classification shall be eligible for the higher classification rate and shall be eligible for re-classification to the higher position. Higher classification rates will apply only if employee is performing all requirements of the higher classification effectively. Re-classification is contingent upon a vacancy existing.

DISCHARGE & DISCIPLINE

64. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature, i.e., oral counseling, written reprimands, suspensions and discharge.

65. In assessing discipline, the employer will not take into account any prior infractions that occurred more than twenty-four (24) months previous to the current infraction.
66. The method of one's job performance will be left to the employees immediate supervisor.
67. Employee will be tendered two (2) copies of any disciplinary action entered into his personnel file within three (3) days of the action taken.
68. The employer agrees upon assessing disciplinary action to any employee to promptly notify the steward.
69. In the case of suspension or discharge, management may approve the release with pay of a union representative, or the Union may request the release of a Union representative, at their expense.

GRIEVANCE

70. Special conferences shall be arranged upon request of either party. Unless mutually agreed, no more than (2) representatives of either party shall be present.
71. Any employee, group of employees, who have alleged violations, misinterpretations, or unequal applications, of the terms of this agreement or established policy, may process a grievance as herein after provided. The Union may file a grievance in its' name when that specific grievance affects more than one person.
72. Any grievance relating to interpretations of Board policies shall not be carried beyond the Board of Education.
73. The Union shall designate in writing to management a steward representative from each group of employees represented and his alternate.
74. In the event that an employee, or group of employees, believes there is a basis for grievance, he shall first discuss the alleged grievance with his supervisor either personally or accompanied by his Union Steward.
75. If, as a result of the informal discussion with the Supervisor, a grievance still exists, the formal grievance procedure may be invoked.
76. Within three (3) working days of the receipt of the grievance, the supervisor shall meet with the Union Steward in an effort to resolve the grievance. The supervisor shall indicate his disposition of the

grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union Steward.

77. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with written reasons for refusal of adjustment. Within five (5) school days the Superintendent or his designee shall meet with the Union Steward on the grievance and shall indicate his disposition of this grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Union.
78. The council staff representative may at the request of the Union Steward, attend the presentation of a grievance at the Superintendent's level.
79. If the Union is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting or eight (8) school days from the date of filing with the Superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board with written reasons for refusal of adjustment. The Board not later than its' next official meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance, in writing by the Board shall be made no later than seven (7) calendar days after the next Board meeting. A copy of such disposition shall be furnished to the Union.
80. Automatic Grievance Adjustment: Any grievance which is not referred to the next step in the grievance procedure by the Union within five (5) school days of the date an adjustment is due, shall automatically be judged as adjusted and this specific incident shall not be subject to another grievance.
81. The Union may withdraw a grievance at any time prior to the supervisor rendering his decision in writing without prejudice or precedent of another grievance.
82. If a decision of the Board is not satisfactory to the Union, the grievance may be submitted to arbitration. An impartial arbitrator shall be selected by the parties. If after 30 days from the request for arbitration an arbitrator has not been selected, the Union will forward a request to Michigan Employee Relations Commission for a

listing of seven (7) names of arbitrators available. The Union and the Board will alternately strike one name from the list until the final name remains. Each party shall have one opportunity to request a new series of names. The final named arbitrator shall hear the grievance in question.

83. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.
 - b. He shall have no power to establish or change salary scales.
 - c. If there is a question of the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties.
 - d. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its' members, the employee or employees involved, and the Board and its' agents. The Union shall discourage any attempt of its' members and shall not encourage, or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator.
 - e. The cost of any arbitrator under this section shall be paid equally by the Board and the Union.
84. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance providing the Union representative has an opportunity to be present after the grievance has been reduced to writing and the settlement is not inconsistent with the agreement.
85. The time limits specified herein shall be strictly adhered to and shall be waived only by mutual agreement confirmed in writing or upon unusual and extenuating circumstances.
86. All grievances must be filed in writing within twelve (12) days from the time of the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed.
87. When an employee realizes that he has been grieved against he

should have ten (10) days in which to initiate a grievance. This ten (10) day period begins when the employee could reasonably be aware that he has been grieved against.

88. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
89. No decision in any one case shall require a retro-active wage adjustment in any other case unless other cases were filed and pending on the representation case.
90. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibility, subject to the final decision of the grievance.
91. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.
92. When more than one written grievance involving the same issue has been filed and processed through the grievance procedure to the Superintendent's level, the parties may, by mutual agreement at that level, select one of the grievances as representative of that group. The remaining grievance shall then be held in abeyance at that level while the selected representative grievance is processed further in the grievance procedure.
93. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance (s) held at the Superintendent's level.
94. If any employee from whom a grievance is sustained shall be found to have been unjustly discharged he shall be reinstated with full reimbursement of compensation lost minus any other money received during this period. If he shall have been found to have been improperly deprived of any compensation or advantage, the same or its' equivalent in money shall be paid to him.

LAY OFF AND RECALL

95. An employee may be laid off by the employer in the manner herein provided when there is lack of work or lack of funds and reduction in personnel is necessary. Lack of work includes cutbacks as a result of construction or new technology.

96. When layoffs are to be made, the employee with the least seniority in the classification and directly related classifications shall be laid off first.
97. Directly related classifications are such as:
 - Head Cook - Cook - Kitchen Aide
 - Pool Attendant - Custodian I - Custodian II
 - Maintenance - Grounds
 - Mechanic
 - Warehouse
 - Trainee in Class Field
 - Truck Driver

A kitchen aide's seniority shall be considered if they have experience as a cook.
98. Employees may filter downward in related classes in the event of layoff, seniority permitting, but not upward.
99. An employee who leaves his classification series for a different series will be afforded opportunity to bump back, in case of layoff seniority permitting, for a period of time equal to his service in such classification, providing he is qualified to fill the position.
100. Employees shall be covered by MESC Unemployment in accordance with the law.
101. Recalls will be made in the reverse order of the above.

COOKS

102. Equipment. No kitchen power equipment will be used without a cook in attendance with the following exceptions:
 - a. This provision is not intended to prohibit the Cafeteria Supervisor from operating power equipment on an occasion where a cook would not normally be called in.
 - b. The above provision is also not intended to require a cook in attendance for vocational education programs to a maximum of ten (10) per year. Vocation Education programs beyond those specified in this section will be subject of a special conference.
 - c. This provision is not intended to prohibit instructional personnel from using kitchen facilities and equipment for the authorized instruction of students during the school hours.

- d. The above provision is not intended to prohibit use of equipment in buildings not serving regular student lunches.
103. **Pick up Materials:** Pick up and delivery of materials are not the responsibility of the cooks. In extenuating circumstances, where it is necessary for the cooks to pick up or deliver, hourly rate plus mileage will be paid.
104. In the event a cook replaces a head cook for one week or longer, the higher rate shall be paid consistent with seniority. Head cook openings of a week or longer shall be offered to appropriate cooks first.
105. The appropriate cook shall be the seniority cook in that building provided she is qualified. In the event she is not, and no cook in the building is qualified, the seniority cook of the bargaining unit will be offered the assignment. Employees will be provided reasons for disqualification upon request.
106. All materials and equipment required for the operation of the cafeteria will be furnished by the employer.
107. The term "cooks" as used herein refers to all bargaining unit cafeteria employees.

TRANSPORTATION

108. **Run Definition:** A run shall be defined as a trip either elementary or secondary, including transfer or shuttle runs which take no longer than 75 minutes as established when the run is designed, and as needed. Runs exceeding 75 minutes shall receive 35¢ extra.
109. **Shuttle & Transfers:** Those runs within the district moving students from one building or area to another.
110. **Extra Trips:** Trips that are taken outside of the school district other than those specified in Article 194-194a or when drivers are called back in after normal school hours. P.E.P. and activity runs shall be considered in Paragraph 194-194a.
111. **Restrictions:** A driver can drive as many extra trips as feasible providing they do not interfere with their regular bus runs.
Exception: Overnight Trips - Regular bus drivers may sign for overnight extra trips.

RUN SELECTION

112. All runs shall be grouped together for choosing packages. Separate paid transfers, kindergarten and activity runs shall not be included in the group package.

113. All runs will be awarded by going from top to bottom of the seniority list.
114. Bus drivers can drive up to eight (8) regular runs per day, as long as they do not interfere with other regular runs. An exception shall be made where no other regular driver signs for the run when posted.
115. Runs and extra trips shall be given on a seniority basis. Drivers may have up to three (3) trips before other drivers can take them. When they are the same they begin over from the top. The administration shall not be responsible for honest errors when posting has been circled at least twenty-four (24) hours before the run is scheduled. All extra trips will be rotated. School year schedule to run from August 20 to June-last day of school year. Summer schedule to run from last day of school through August 20, with a clean sheet for all drivers who choose to drive in the summer.
116. Extra trips may be posted as a group, by season, by specific sport, men and women's and may be signed by no more than two drivers for each group. The senior driver may take all trips he/she wishes, and the second driver must take all remaining trips.
117. A run shall be circled at least twenty-four (24) hours before the run is scheduled, if possible.
118. All circling of runs are taken from the extra trip chart of runs actually paid. Drivers must turn in extra trip sheet to transportation office within five (5) days of run completion; failure to do so could result in forfeiture of pay.
119. If posted three (3) days the extra trip shall be circled three days from posting date. A driver signing for the run must put the date and time and must sign it while it is posted. The administration shall have the right to assign on a rotating reverse seniority basis any extra trips that have not been signed for. Posting should be made in duplicate and will be made available to the union after authorization.
120. Drivers shall use their own bus whenever possible on extra trips. The driver taking the trip or run has the responsibility for cleaning the bus after each run or extra trip.
121. Regular runs shall be posted for a period of (3) three days and circled on the third day. After posting and assigning a run, the first day shall be a trial day. The vacated run shall be posted the day after said trial day. In the event the trial driver doesn't stay, it shall be reposted.

122. If an extra trip is signed for and authorized, the driver will be charged for the trip. In the case of an illness an exception shall be made one time only.
123. Beginning June 15, 1982, the Board may contract outside of the bargaining unit, or enter into cooperative transportation arrangements with other school districts to transport special education and skill center students out of the district at such time that it becomes economically feasible. This provision applies to runs with less than twenty-two (22) students only.
124. The Board shall pay one run for the shuttle (to be identified) (Armstrong - Rosary)
125. Extra Trips: If a driver shows up for a trip when he has not been notified that it has been cancelled, he shall be paid the minimum rate. Notification of a cancellation must occur four (4) hours prior to scheduled time, or one (1) hour if cancellation was beyond the control or knowledge of the administration. During a school day, notification of cancellation shall be posted on the bulletin board prior to 3:30 p.m. Drivers assigned trips on a given day must check this board for cancellations.
126. Any bus driver has the right to sign for any open runs. This shall be limited to two additional postings of runs before a substitute shall be assigned to the open run. One additional signing can occur if a driver is changing from a two trip to a three trip run. Any run not filled by a seniority driver as a result of posting shall be reposted the following summer.
127. A driver signing for a new run must retain that run for 6 months or until the end of the school year, whichever comes first.
128. There shall be no bumping of runs except as provided in Paragraph 129 and 131 below.
129. Sick leave shall be granted to employees. Runs shall be retained for a period of six (6) working months. Beyond this time, they would lose their run and their seniority would freeze. Any employee returning from a sick leave of longer than six (6) months, may if no opening exists, bump the lowest seniority driver, seniority permitting. Employees on sick leave for longer than one (1) year lose all seniority. Extensions beyond one year may be made by mutual consent only.
130. Temporary runs that are open for two weeks, or longer, shall be posted. In the event a driver on sick leave returns to a run, the other affected drivers shall return to their original runs. Substitutes retained, that gain seniority - as per Paragraph 35, shall freeze their seniority when replaced, to be used only for the next posting for which they have seniority to take.

131. In the event the run of a seniority driver is eliminated, he shall be eligible to bump the lowest seniority driver with the amount of regular group runs closest to him at the time the cut back occurred. The bumped driver shall then be eligible to follow the same procedure.
- a. Any seniority driver with eight (8) runs or less, losing due to elimination a separate paid transfer, 1:15 run or activity run may only redeem that run by bumping the lowest seniority driver holding one of the above run types.

The language as applied to loss of kindergarten runs may be applied to redemption of kindergarten runs only.

132. Bus driver substitutes presently employed shall be kept on a separate seniority list and shall accumulate regular seniority upon becoming a regular employee only. Substitute employees shall be offered the prevailing rate for the job in question. Substitute employees shall be excluded from the bargaining unit except as listed above.
133. Bus drivers must notify the administration one day prior to their return when returning from sickness or other days not worked, or they shall not be paid if a substitute has been hired for that day.
134. Any change of route, change of driver, or change in procedure per day or per year, may be made only by the Supervisor of Transportation or his designee. Changes shall be discussed with the driver and his recommendation shall be considered. This includes changes of bus stops or portions of runs, refusing to pick up any child or group of children on their runs without permission of the Supervisor.
135. All bus drivers are required to check bulletin boards before each series of runs.
136. Bus drivers must comply with requests made by supervisors for any materials written or otherwise for the operation of the school fleet.
137. Precheck lists must be filled out daily. Any equipment failures must be reported to mechanics prior to the commencement of their first trip or any time noticed during the day.
138. Bus drivers shall receive up to \$25 for physical exams, if required by the school, within 60 days of when receipts are turned into the Business Office.
139. The Board shall pay the extra trip rate for inservice with a two hour minimum.
140. Written bus policies shall be provided each bus driver. Changes in policy shall be given to each driver as soon as possible.

141. Orientation: Employer will make an effort to hold a meeting one week before school starts.
142. The general provisions of this contract shall apply to bus drivers except as specifically changed above.
143. Personal leaves may be granted to bus drivers not to exceed 60 calendar days.

COMPENSATION

144. All hours over eight (8) per day or forty (40) per week will receive overtime rates. Authorized paid time off shall be considered as time worked.
145. Rate will be figured at time and one-half of the base hourly wage.
146. Monday is considered the first day of the week.
147. All overtime must be reported on sheets provided and turned in on the following day.
148. Employees required to work beyond their regular shift shall be notified by their supervisor in writing one (1) hour before the end of the shift.
149. Except in case of emergencies, all overtime will be assigned according to seniority subject to Paragraph 157.
150. Overtime shall be paid for all work performed on Sunday unless it is part of the regular scheduled work week. Holiday premium shall be in addition to holiday pay. The regular work week shall be Monday through Friday inclusive, except by mutual agreement or if a new employee is informed at the time of hire he may be scheduled weekends.
151. In the event new and additional responsibilities necessitate scheduling on weekends and mutual agreement cannot be reached, the lowest seniority employee in the affected classification shall be so assigned.
152. It is not the intent of this provision to provide for assigning an employee his normal duties or similar duties on weekends, but to provide for new fields, such as swimming pool maintenance, which may necessitate an employee being assigned weekend duty.
153. Double time shall be paid for all work performed on Sunday and holidays, unless it is part of the regular scheduled work week, or the routine building check.

154. A minimum of two (2) hours will be paid for all call-ins for overtime work.
155. The Board shall pay two hour minimum pay to all maintenance employees requested to be on call for any weekend.

EQUALIZATION OF OVERTIME HOURS

156. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work area. An up-to-date list showing overtime hours for all seniority employees will be posted periodically in each building.
157. Overtime shall generally be offered to employees in the classification and building when the overtime is available provided that when the overtime is in either the Custodian I or Custodian II classification and the work can be performed by both, the Custodian I or Custodian II in that building who is low on hours shall be afforded such overtime.
158. Employees are covered by applicable Workmen's Compensation Laws.
159. All employees shall be allowed a 15 minute break during each 4 hours of work, except the bus drivers.
160. When an employee is called for jury service, or is subpoenaed to serve as a witness in a court action involving the Board of Education, he shall give the Board of Education proper notice and the Board of Education will reimburse the employee for the difference between his regular pay, and the amount he receives for court services. This section shall not apply to suits of any kind against the Board by or for the employee.
161. Voluntary Deductions:
 - a. Washington National
 - b. Blue Cross-Blue Shield
 - c. Flint Teacher's Credit Union
 - d. Union Dues
 - e. U.S. Government Bonds
 - f. Red Feather Contributions
 - g. Annuities
 - h. Other deductions, as approved by administration and union.
162. When it is necessary for an employee to use his own vehicle in the course of his employment, the employee shall be paid at a rate of 20¢ per mile for the duration of this contract.

163.

SALARY SCHEDULES

Custodian I, Grounds, Warehouse, Pool Operator

	<u>Beginning</u>	<u>90 days</u>	<u>6 mos.</u>	<u>1 yr.</u>
1985-86	6.94	7.05	7.16	7.37
1986-87	7.29	7.40	7.52	7.74
1987-88	7.62	7.73	7.86	8.09

Custodian II

1985-86	5.79	5.98	6.16	6.31
1986-87	6.08	6.28	6.47	6.63
1987-88	6.35	6.56	6.76	6.93

164. The Board shall pay shift premiums to all custodians listed:

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
2nd shift	-0-	5¢	10¢
3rd shift	5¢	10¢	15¢

The shift shall be identified as to that shift when the majority of hours are worked as related to this schedule.

1st shift	6:00 a.m. to 2:00 p.m.
2nd shift	2:00 p.m. to 10:00 p.m.
3rd shift	10:00 p.m. to 6:00 a.m.

165. Maintenance & Mechanic

1985-86	7.40	7.53	7.72	8.15
1986-87	7.87	8.00	8.21	8.56
1987-88	8.32	8.46	8.68	8.95

166. Head Mechanic

1985-86	9.65
1986-87	10.13
1987-88	10.58

167.	<u>Cooks</u>	<u>Kitchen Aide</u>	<u>Beginning Cook</u>	<u>1 yr.</u>	<u>2 yr.</u>	<u>Head Cook</u>
	1985-86	5.02	5.02	5.20	5.53	5.72
	1986-87	5.27	5.32	5.51	5.86	6.06
	1987-88	5.51	5.61	5.81	6.17	6.38

168.	<u>Bus Drivers</u>	<u>Run</u>	<u>Extra Trips</u>	<u>Minimum Extra Trip</u>	<u>Overnight Trips</u>
	1985-86	7.14	4.79	9.27	25.07
	1986-87	7.50	5.03	9.73	26.32
	1987-88	7.84	5.26	10.17	27.50

169.	<u>Truck Driver</u>	<u>Beginning</u>	<u>90 days</u>	<u>6 mos.</u>	<u>1 yr.</u>
	1985-86	5.41	5.60	5.72	5.93
	1986-87	5.68	5.88	6.01	6.23
	1987-88	5.94	6.14	6.28	6.51

FRINGE BENEFITS -- CUSTODIAN I, CUSTODIAN II,
 GROUNDS, MAINTENANCE, MECHANICS, AND TRUCK DRIVERS

170. Employees who are employed for 52 weeks shall earn vacation at the rate of 1/2 day per month, excluding July and August, until they reach two (2) full years of employment; 2-9 years. two weeks with pay; over nine (9) years, three weeks with pay; over eighteen (18) years, four weeks with pay. If an employee is laid off in good standing, he shall be granted earned vacation pay at the time of leaving.
171. All vacations shall be scheduled during the last two weeks in June, the month of July, and the first two weeks of August. Requests for vacation at other times, for special circumstances may be approved by the Superintendent or his designee.
172. All vacation requests must be submitted, in writing, on forms provided by the employer; at least two (2) weeks prior to the beginning of the vacation period. In the event that more requests are received than the Board is willing to grant for a specified period such requests shall be granted on the basis of seniority; except that the granting of vacation requests during deer hunting season shall be rotated from year to year (beginning with the high seniority employees first) to

assure that all employees desiring vacation time during deer season will be accommodated over a period of years. The Board shall notify all employees, in writing, one (1) week in advance if their vacation request is not approved.

173. The Board shall provide two sets of insulated coveralls and two sets of rain gear to be used as needed for each maintenance, mechanic, truck driver, and grounds employee.
174. The Board shall supply lockers for each maintenance and mechanic employee.

HEALTH INSURANCE: THE BOARD SHALL PROVIDE:

175. Blue Cross - MVF-1 + riders IMB + OB + ML rider + D45NM + DCCR rider + Master Medical option 4 + \$2 co-pay prescription drug rider or a comparable plan.

a. Dental insurance shall be provided for all 52 week employees.

Class I	Routine Treatment	50% coverage
Class II	Major Treatment	50% coverage

b. Beginning August 20, 1986, the Board shall pay for dental insurance for all 52 week employee.

Class I	Routine Treatment	80% coverage
Class II	Major Treatment	80% coverage
Class III	Orthodontic Treatment	80% coverage

176. Term Insurance: The Board shall provide Group Life Insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will be double the specified amount.
177. This amount shall be reduced to \$6500 for employees remaining in the Board's employ beyond their 65th birthday.
178. The Board shall be responsible to pay premiums only for all insurance coverages as identified.
179. All sick leave shall be earned at the rate of one (1) day per working month, accumulative indefinitely. Two of the accumulated days may be used as personal days each year. Personal days do not accumulate. (Three for 52 week employees.)

180. Holiday Pay: All seniority employees employed during the following holidays will not be required to work and shall be paid for the day at their regular rate if school is not in session:

a.	Labor Day	1
	Thanksgiving	2
	Christmas Eve	1
	Christmas	1
	New Years Eve	1
	New Years	1
	Good Friday	1
	Memorial Day	1
	Independence Day	1

b. One additional holiday which shall be set jointly by the Union and the Board.

181. A tool allowance shall be given to each mechanic in the amount of \$200 for the 1985-86 school year, \$225 for the 1986-87 school year, and \$250 for the 1987-88 school year to be paid in advance. An employee who leaves before the end of the contract year shall have deducted from his last check a sum equal to 1/12 of the tool allowance for each month remaining in the contract year.

a. The Board shall replace any of the mechanics large tools if broken (a list of these tools is to be established and agreed to).

b. The Board shall provide insurance for the mechanics tools kept at the school. The list must be provided by the mechanic.

182. The Board shall pay for certifications earned from the Department of State at a rate of \$50.00 for each separate certificate. The Board may make special exceptions on other certifying agencies or training. A maximum of four certificates will be paid for 1985-86, six for 1986-87, and eight for 1987-88. Payments shall be made on the first pay of December for certificates presented to the Board.

FRINGE BENEFITS - COOKS

183. All sick leave shall be earned at the rate of one (1) day per working month, accumulative indefinitely. Two of which may be used as personal days each year but non-accumulative as personal days.

184. Term Insurance: Beginning October 1, 1982, the Board shall provide cooks working 4 1/2 or more hours Group Life Insurance protection in the amount

of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will be double the specified amount.

184. This amount shall be reduced to \$6500 for all employees remaining in the Board's employe beyond their 65th birthday.
185. All provisions of this agreement shall be applicable to cooks except as specifically changed herein.
186. Health Insurance: The Board shall provide:
- a. Blue Cross - MVF-1 + riders IMB + OB + ML rider + D45NM + DCCR rider + Master Medical option 4 + \$2 co-pay prescription drug rider or a comparable plan.
 - b. The Board will provide 50% (Class I & II) for the three most senior cooks who need dental coverage as soon as reasonably possible upon the ratification of this agreement. The benefit level will increase to 80-80-80 (Class I, II, & III) on August 20, 1986, for these three employees.
187. All cooks working 4 1/2 or more hours shall be paid for the following days in addition to those days in which student lunches are served. All regular cooks shall be entitled to pro-rated holiday pay.
- a. Four (4) In-Service days
Teacher work days: 2 Secondary
 1 Elementary

 - Six (6) Holidays: Labor Day
 Thanksgiving - 2 days
 Good Friday
 Memorial Day
 New Years Day
188. All holidays will be grouped and paid to cooks at Christmas break for employees with one year or more seniority.
189. The Board shall provide a uniform allowance the first pay in January for cooks as provided here.

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Part time	\$15.00	\$20.00	\$25.00
Full time	20.00	25.00	30.00

FRINGE BENEFITS - BUS DRIVERS

190. If the employer posts a trip specifying two drivers for overnight; both drivers shall receive overnight rates.
 - a. An alternate driver may be taken on overnight trips. Room and board only shall be provided to the alternate driver.
191. Bus drivers shall be paid a minimum of 185 days per school year provided they drive these days, or in the case of the following days, they must drive the day before and the day after: (unless an acceptable excuse is furnished)

HOLIDAYS AND OTHER NON-WORKING PAID DAYS

192. The Board shall provide one week vacation for all twelve month employed bus drivers.
193. All regular drivers shall be entitled to pro-rated holiday pay.
194. All drivers shall be paid for the following days in addition to those days on which students are transported:
 - a. Teacher record days
Thanksgiving
Good Friday
Memorial Day
 - b. Friday after Thanksgiving - for bus drivers having 6 or more runs.
Labor Day for bus drivers having 6 or more runs.
 - c. Bus drivers shall be credited with two sick days at the beginning of each school year, unused days are indefinitely accumulative, to be used only in case of illness or injury. (Subject to 28 a, b, and d)
195. The Board of Education shall pay full-family hospitalization for all drivers with six or more runs. The agreed upon drivers shall be grandfathered into full hospitalization. A separate list shall be agreed upon and signed by both parties. This shall continue so long as these drivers sign for all additional run postings for which they can make and eventually qualify as six run drivers for full hospitalization coverage.
196. Beginning October 1st, 1983, full family dental benefits (50% Classes I & II) will be provided to the eleven drivers whose seniority is highest and who require the coverage.

197. Beginning August 20, 1986, the Board shall provide full family dental benefits (80 - 80 - 80), provided to the 14 highest seniority six run drivers. In 1987-88 the Board will provide it to all six run drivers.
198. The Board shall be responsible to pay premiums only for all insurance coverages as identified.

DURATION OF AGREEMENT

199. The salaries of employees covered by this agreement are set forth in the salary schedule which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement provided that upon written notice to the other party prior to April 1st of every year of this agreement, either party may request the re-opening of negotiations of such salary and fringe benefits. The contract will continue until August 20, 1988, and be automatically renewed from year to year thereafter unless notice is given to amend or terminate it. In the event such notice is given this agreement will be extended until a new agreement is reached or either party gives thirty (30) days notice of termination. Such notice shall not be given prior to August 20, 1988.
200. Waiver. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the district and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
201. This Agreement constitutes the sole and entire existing Agreement between the parties and supercedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the district and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the district and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
202. This Agreement entered into this 20th day of August, 1985 by and between the Board of Education of the Kearsley Community School District, Flint, Michigan, heretofore called the "Board" and Chapter R of Local 1918 affiliated with Council #25, and chartered by AFSCME, AFL-CIO heretofore called the "Union."

Kearsley Board of Education

Jimmie A. Gibson
President

Judith Pollock
Secretary

Bob Shale
Chief Negotiator

Chapter R of Local 1918 affiliated
with Council #25, and chartered by
AFSCME, AFL-CIO

Nanda J. Alexander
President

John Stephens
Maintenance/Mechanics

Margaret S. Sciacco
Custodians

Ronda S. Brown
Bus Drivers

Jannie M. Jensen
Cooks

Johnnie Buckley
Council #25 Representative

