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AGREEMENT BETWEEN THE MAYVILLE BOARD OF EDUCATION

Mayville, Michigan

AND

THE MAYVILLE SCHOOL EMPLOYEES

Council #25, A.F.S.C.M.E., AFL-CIO

FROM

July 1, 1986 through June 30, 1989

Mayville Community Schools

Michigan State University
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RELATIONS LIBRARY

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AGREEMENT

This agreement, entered into this 1st day of July, 1986, by and between the Board of Education of the Mayville Community Schools, Mayville, Michigan (hereinafter designated the "Board") and the Mayville School Employees, Chapter of Local 2697, affiliated with Council #25, AFSCME, AFL-CIO, (hereinafter designated the "Union").

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Board's success in establishing a proper service to the community.

It is further intended to provide for the operation of services provided by the Board under methods which will further, to the fullest extent possible, economy and efficiency of operation, elimination of waste protection of property and avoidance of interruptions.

To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

DEFINITION OF TERMS

For the purpose of administering this agreement, the following definitions shall prevail:

- A. Temporary Vacancy: a vacancy that is expected to be at least one (1) week in duration. If it involves a leave of absence, the temporary vacancy shall be for the length of the leave of absence.
- B. Permanent Vacancy: when an employee terminates.
- C. Temporary Assignment: an assignment made to fill a temporary vacancy as defined above.
- D. Full Year Employee: an employee who is scheduled to work at least 48 weeks.
- E. School Year Employee: an employee who is scheduled to work during the school year, not to exceed 47 weeks.
- F. Aide: an employee who assist in the instructional, library, counseling, playground, teaching or cafeteria areas.
- G. Secretary: an employee who performs clerical duties which include typing, filing, bookkeeping, keeping of confidential records, receptionist and office management.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, to the extent required by Act 379, Public Acts of 1965 for all Bus Drivers, Custodians, Cooks, Secretary, Maintenance, Security Guard, Aides and Mechanical employees, EXCLUDING supervisors, temporary employees, substitutes and all other employees.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Board retains the sole right to manage its affairs, including but not limited to: the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the school hours and calendar; to study and/or introduce new or improved methods; to maintain order and efficiency; to promulgate work rules; to hire; to establish work schedules; to determine the number and complexion of its employees and standards of workmanship and all other rights and prerogatives subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this agreement.
- B. The Union recognizes the right of the Board to sub-contract any work.
- C. The Board retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.
- D. The Board of Education under the power of Article II - Management Rights, retains the right to develop work rules, job descriptions and evaluation procedures. These written materials and procedures shall be made available to and reviewed with members of the bargaining unit prior to the implementation of the forementioned materials.

ARTICLE III - UNION SECURITY

- A. The parties of this Agreement hereby affirm their adherence to the democratic principles of free, uncoerced choice, and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex or national origin.
- B. All employees shall be required to join the union or pay an amount equivalent to the monthly union dues, which is established as a service fee, on or after their thirtieth (30 th) day of employment as a condition of continued employment - (but confine union membership again only to the obligation to pay uniform dues and fees).

- C. The Union agrees to assume and pay the legal expenses of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Union further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action.

ARTICLE IV - DUES CHECK OFF

- A. During the life of this Agreement, the Board will deduct current uniform dues on a monthly basis, provided that, at the time of such deduction, there is in the possession of the Board a current written assignment executed by the employee.
- B. Previously signed and unrevoked written authorization forms shall continue to be effective as to current employees and as to reinstated employees.
- C. In the event that a refund is due any employee, it shall be the responsibility of the Union to make such refund to the employee.
- D. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- E. The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any employee as provided, it shall make the deduction from the employee's next pay.
- F. The Union agrees that at no time will it solicit or collect monies of any kind on the Board's time.

ARTICLE V - REMITTANCE OF DUES

- A. Check off deductions under all properly executed authorizations for check off shall become effective at the time of signing the Authorization by the employee and shall be deducted from the second pay of the month, provided ample notice has been given.
- B. Deductions for any month shall be remitted to the Financial Officer of the Union not later than the first of the calendar month following the deduction. A list of employees and their deductions will be available at the Board's Business Office.
- C. School year employees will pay dues for 10 months.

ARTICLE VI - UNION REPRESENTATION

- A. The Union shall designate to the Superintendent of Schools in writing, the Union representatives and the Board shall not be required to recognize or deal with any employees other than the ones so designated.
- B. The Board agrees to recognize one (1) Chapter Chairperson and four (4) stewards for the purpose of grievance representation to be allocated as follows:
1. One (1) steward from the four (4) classifications: Transportation/Mechanic - Cafeteria - Secretary/Aides - and - Custodial/Maintenance.
 2. Alternate stewards, who would serve only in the absence of the regular steward, will also be recognized by the Board.
- C. The Union, in contract negotiations, shall be represented by employees in bargaining units, not to exceed five (5) plus a representative of Council #25 and/or International.
- D. All Union representatives must conduct Union business outside of regular working hours except for current grievances. In such cases, the steward may process or investigate a grievance for a period not to exceed one (1) hour per shift, providing this does not drastically interrupt the normal operation of the school, and further providing that this provision is not abused.

ARTICLE VII - SPECIAL CONFERENCES

- A. Special conferences will be arranged between the Chapter Chairperson and the Board or its designated representatives not to exceed one (1) conference per month unless agreed upon by both parties, except Council #25 may request additional conferences. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Board. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held outside the normal working day. These meetings may be attended by representatives of Council #25 and/or representatives of the International Union.
- B. Three (3) meetings may be called in the Cafeteria, Secretary/Aides, Custodial/Maintenance and Transportation classifications during the school year by the administration for the purpose of job training and improvement. Meetings will be held outside the normal working day for two and one half (2½) hours without renumeration. Said employees must attend.

ARTICLE VIII - GRIEVANCE PROCEDURES

- A. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that each step must be adhered to as set forth herein or the grievance is forfeited.
- B. All grievances must be filed within ten (10) working days after the occurrence of the circumstances giving rise to the grievance otherwise the right to file the grievance is forfeited and no grievance shall be deemed to exist.
- C. Any employee having a complaint shall first take up the matter with his/her immediate supervisor or steward (if desired). If no satisfactory answer or disposition is received within three (3) working days, the complaint shall be processed as follows:

Step 1: The employee and steward shall, within five (5) working days reduce the matter to written form stating all facts in detail, including Article of contract violated, and submit same to the supervisor. The supervisor shall, within five (5) days, record his disposition in detail on all three (3) copies of the Grievance Report Form (see attachment "A"), returning two (2) copies to the steward.

Step 2: Failing to resolve the Grievance in the first step, the Chapter Chairperson shall, within five (5) working days of the receipt of the supervisors disposition, take the matter up with the Superintendent of Schools. The Superintendent shall, within five (5) days of the receipt of the Grievance, record his disposition on all copies of the Grievance Report Form and return two (2) copies to the Chapter Chairperson.

Step 3: Failing to resolve the issue in the second step, the Chapter Chairperson shall, within five (5) working days of the Superintendent's disposition, contact the Superintendent of Schools and arrange a meeting with the Board. This meeting shall be scheduled at a mutually agreeable time which shall not exceed thirty (30) days. If the parties in this step are unable to resolve the Grievance, the Board's decision may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on evidence not previously disclosed to the opposite party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgement thereon may be entered in any court of competent jurisdiction.

- D. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost. 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.
- E. The costs of any arbitration under this Article shall be paid as follows:
1. Determination by the arbitrator in favor of the Board, arbitrator's cost is completely the responsibility of the employee or the Union.
 2. Determination by the arbitrator in favor of the employee or the Union, arbitrator's cost is completely the responsibility of the Board.
 3. In the event that the determination is not clear cut, the arbitrator shall stipulate which party shall pay costs.
- F. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Board within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extensions which may be agreed to shall automatically be closed upon the basis of the last disposition.

ARTICLE IX - DISCHARGE AND SUSPENSION

- A. The Board agrees, promptly upon the discharge or suspension of an employee, to notify the employee of the discharge or suspension in writing. Said notice shall contain the specific reasons for the discharge or suspension and be acknowledged by the employee.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and his steward.
- C. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the proper step of the grievance procedure.
- D. In imposing any discipline or discharge on a current charge, the Board may take into account any prior infractions that occurred within the two (2) years immediately proceeding.

ARTICLE X - SENIORITY, PROBATIONARY EMPLOYEES

- A. New employees hired into the union shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list from the date of hire. There shall be no seniority among probationary employees. Probationary employees are not eligible to the rights of the grievance procedures. Up to forty-five (45) days as a substitute will be counted toward the sixty (60) working days probationary period, if in the same classification.
- B. For new-hire employees, the following conditions apply:
- 30 working days - Begin paying union dues or the representation fee
 - Become eligible for insurance benefits
 - 60 working days - Probationary period
 - may be extended by mutual consent of Board and union
 - 61st working day - Permanent status
 - Sick leave begins
 - Rights to grievance procedure
 - Paid Holidays begin
 - 120 working days - Twenty (20) cents per hour raise to the regular specified rate.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Union activity.
- D. For the purpose of this Agreement, employees will carry two (2) tenure status categories - Seniority and Longevity.
1. Seniority: Seniority shall be on a job classification basis in accordance with the employees last date of hire into the classification. It shall be used for the purpose of: (1) layoff and recall, (ARTICLE XIII), (2) Shift preference, (ARTICLE XIV), and (3) Job bidding (ARTICLE XV). Further, it shall be on a pro-rata basis according to the following schedule:
 - a. Transportation: Two (2) routes a day for a school year constitutes ten (10) months seniority in this classification. A person driving one (1) run for ten (10) months accumulates five (5) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.

- b. Custodial/Maintenance and Mechanics: Thirty hours per week for fifty-two (52) weeks (including vacation time, sick days and holidays) shall constitute twelve (12) months seniority in this classification. A person working less months, or weeks, or hours per week shall receive a pro-rata share. Twenty (20) hours per week would be two-thirds (2/3), while forty (40) weeks would be ten-thirteenths (10/13). Effective July 1, 1986 seniority will not be pro-rated.
 - c. Cafeteria: A person working thirty (30) hours per week for a school year constitutes ten (10) months seniority in this classification. A person working less weeks or less hours per week shall receive a pro-rata share. A person cannot accumulate more than ten (10) months in one (1) calendar year. Effective July 1, 1986 seniority will not be pro-rated.
 - d. Secretary/Aides: A person working thirty (30) hours per week for forty-eight (48) weeks will accumulate twelve (12) months seniority in this classification. A person working less hours or less weeks shall receive a pro-rata share. Thirty (30) hours per week for the school year of forty (40) weeks would accumulate $40/48 \times 12$, or ten (10) months. Effective July 1, 1986 seniority will not be pro-rated.
 - e. EMPLOYEES CANNOT ACCUMULATE MORE THAN TWELVE (12) MONTHS SENIORITY IN ONE (1) CALENDAR YEAR.
 - f. Rehired Employees: Any employee who terminates employment and is later rehired by the employer, shall be considered as a new hire employee and shall pick up any loss of seniority only upon completion of five (5) years of additional service.
2. Longevity: Longevity shall be on a school-wide basis in accordance with the employee's last date of hire into the school system. It shall be used for the purpose of; (1) Compensation (ARTICLE XVIII) (2) Sick leave and Leave of absence (ARTICLE XVI) and (3) Vacation Eligibility, Periods and Pay (ARTICLES XXIII and XIV). Longevity shall be computed in school years.
- E. Job Classification Seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification. An employee cannot exercise seniority in more than one (1) classification at a time.
 - F. An employee's seniority shall entitle him to only such rights as are expressly provided for in this Agreement.

ARTICLE XI - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the name, date of hire, months of seniority and job classification.
- C. The Board will keep the seniority list up to date and will provide the Chapter Chairperson with up to date copies upon request during business hours.
- D. For bidding purposes only, seniority is accumulated on a classification basis.

ARTICLE XII - LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- 1. He quits
- 2. He is discharged
- 3. He is absent from work for three (3) consecutive working days without notification to the Board and/or its representative with an acceptable reason to the Board
- 4. He fails to give notice of his intent to return to work after lay off within three (3) working days
- 5. He gives false reason in requesting a leave of absence or engages in other employment during such leave of absence
- 6. He is retired
- 7. He falsified pertinent information on his job application
- 8. He holds a full time position in addition to a full time school position without notifying employer .
- 9. He participates in any strike, sit down, stay in, slow down, curtailment of work, restriction of operation, picketing or otherwise interfering with normal operations of school

ARTICLE XIII - LAY OFF AND RECALL

The word lay off means a reduction in the work force. The word recall means the recalling of laid off employees.

- A. In the event it becomes necessary for a lay off, employees shall be laid off within their job classification by seniority; providing they have the ability, and providing that, when all other factors are equal, seniority shall be the determining factor.
- B. In the event of recalling laid off employees, the order shall be in reverse order in which the employees are laid off and shall be subject to the same conditions as lay off.
- C. The unit Chairperson will be notified in writing and furnished a list of employees being laid off. Employees being laid off will receive at least seven (7) calendar days advance notice.

- D. During a lay off period, overtime will not be used to replace regular full time employees, within their classification, except in emergency situations.
- E. Notice of recall shall be sent by registered mail, delivered personally, or by telephone, and it shall be the obligation of the employee to give notice of his intent to return to work within three (3) consecutive calendar days or his employment shall be terminated.
- F. In the event a recall is necessary on less than three (3) days notice, the Board may call upon the laid off employees until an employee is found that can return to work immediately. In such case, the employee able to return to work immediately will be given temporary assignments not to exceed seven (7) calendar days and employees passed over because of their inability to return to work immediately will be given notice to report for work at the end of the said seven (7) days.
- G. During a lay off, employees are covered by this Agreement for recall provisions only. (Fringe benefits do not continue for laid off employees.)
- H. Employees may displace employees with less seniority, within their classification, in event of a lay off. Employees laid off who previously worked in another classification may bump back to their previous classification. The employee must have more seniority than the employee being bumped and must bump the least senior employee in the classification.

ARTICLE XIV - TRANSFERS

- A. An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such a supervisory position for a period of two (2) years.

ARTICLE XV - JOB POSTINGS AND BIDDING PROCEDURES

- A. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualification. All vacancies will be posted for a period of seven (7) working days. Employees interested may apply in writing within the seven (7) working day posting period. Any such job opening may be filled temporarily by the Board until there has been a permanent award of the job to an employee. The Board will announce the successful job bidder, if any, within fifteen working days after the bidding period. The senior employees with the skill and ability applying for the position shall be granted a four (4) week trial period. Posting shall be interpreted to mean; notifying the Chapter Chairperson and posting notice on employee bulletin boards. Non-custodial job openings

occurring during summer closedown will be posted during the last three (3) weeks of summer closedown with notification of said posting to the steward. Vacancies that are going to be filled, will be filled in no more than forty-five (45) days.

- B. During the four (4) week trial period, the employee may revert to his former classification or position. If the employee is deemed unsatisfactory in the new position, the Board of Education shall provide notice and reason to the employee in writing.
- C. If there are no qualified applicants for any open and posted position, the Board may fill the job at their discretion.
- D. Upon request, the Board shall furnish the Union with a copy of the list of names of those employees who applied for the position, and, upon request, who was awarded the position.
- E. During trial periods, all employees will receive the pay rate of the job they are performing.
- F. Bus Route Bidding - whenever a permanent vacancy occurs on a bus route, that vacant route shall be posted. Any driver that has a split route shall have the option of the single route if it becomes available, on the basis of seniority.
- G. If a regular bus driver would like to be considered as a substitute driver for kindergarten routes they should notify the Transportation Supervisor in writing and ride the route for which they would like to be considered as a substitute.
- H. The employer will maintain a list of custodial substitutes.

ARTICLE XVI - LEAVES OF ABSENCE AND SICK LEAVE

A. Leave of absence may be granted as follows:

- 1. With pay, not chargeable to sick leave, (seniority accumulates)
 - a. Jury duty. Pay for the time missed shall be reduced by the amount paid by the court for time spent - not mileage.
 - b. Court appearance as a witness in any case connected with employment.
 - c. Time necessary to take Selective Service examinations.
 - d. Attending educational conferences that have been approved by the Board.

2. Without pay, for a period not to exceed one (1) year, (seniority accumulates)

- a. Study related to job classification.
 - b. Maternity or adoption.
 - c. Prolonged personal illness.
 - d. Serving in an appointed Union position.
- The employee may return from a leave of absence to the same position, if available.

3. Without pay, (seniority accumulates):
 - a. Military - voluntary or involuntary.
 4. With pay, chargeable to sick leave:
 - a. Three days may be used in cases of serious illness of the immediate family (which is to include; spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather or grandchild).
 - b. Three (3) days may be used for business that cannot be conducted outside the school day or week.
 5. Without pay, for a period not to exceed one (1) year, (seniority does not accumulate):
 - a. Family hardship.
 - b. Serving in an elected position.
 6. Funeral Leave - in case of death in the immediate family, three (3) days may be used with full pay and not chargeable to sick leave.
- B. All leave request shall be in writing and shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Leave requests must be submitted three (3) school days prior to the commencement of leaves with pay.
 - C. Employees shall accumulate sick leave at the rate of one (1) day for every twenty-two (22) days compensation with a maximum of twelve (12) days per year. Maximum accumulation shall be nine (9) times the days possible to accumulate in one (1) year.
 - D. Probationary employees are ineligible for leaves of absence or sick leave.
 - E. Part-time employees are eligible for pro-rata sick leave at the same pro-rata as compensation.
 - F. Sick leave days may be used for personal illness or other appropriate reason as provided under leaves of absence.
 - G. An employee making claim for sick leave pay which the Board considers excessive or abusive may be required to take a physical examination by a physician of the Board's choice without cost to the employee.
 - H. In order to make claim for sick leave pay, an employee must have notified his immediate supervisor at least one (1) hour prior to commencement of his working period.
 - I. An employee on separation after five years or upon retirement shall receive 50% of their accumulated sick days at the prevailing rate. Employees who are discharged will not receive the sick day payout.

ARTICLE XVII - RATES FOR NEW JOBS

- A. When a job is created, the Board will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

ARTICLE XVIII - ASSIGNMENT FOR TEMPORARY VACANCY

- A. Assignments will be granted to the senior employee that possesses the skills and abilities to meet the requirements of the temporary vacancy. A temporary vacancy may occur when employees are absent because of illness or for other reasons as provided under leaves of absence. The temporary vacancy is expected to be at least five (5) days in duration. Employees, placed in temporary assignments will receive written notification of the assignment and will receive the rate of pay of the higher classification for hours worked when filling the temporary vacancies.
- B. The employer may hire temporary employees. A temporary employee is one who works less than an average of ten (10) hours per week during the school year and not more than ninety (90) days during the time when school is not in session, providing they are qualified. In order to be offered summer work, employees must notify the employer in writing prior to May 25th of his/her desire to work during the summer vacation.

ARTICLE XIX - OVERTIME & THE EQUALIZATION OF OVERTIME HOURS

- A. Overtime hours shall be divided as equally as possible among employees in the same job classification. An up to date list showing overtime hours will be presented quarterly to the steward of each classification. Whenever overtime is required, the person with the least number of overtime hours in that job classification within their building and/or buildings if more than one (1) will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of the employee working during the call out period. Overtime hours will be computed from July 1 through June 30 each year.
- B. Compensatory time shall be used only by mutual agreement with the employee and the superintendent.
- C. Substitute and supervisory employees are not eligible for overtime and/or extra trips except in emergencies.

D. Overtime:

1. Time and one half
 - a. over eight (8) hours per day
 - b. Saturday (s)
2. Double time
 - a. Sunday (s)
 - b. Holiday (s)

E. Extra trip rotation will be established at the beginning of each school year. The basis for this rotation will be seniority and application by the driver. Equalization will take place by the hour commencing April 1st, according to the following conditions:

1. Any driver refusing four (4) consecutive trips will be dropped from the list for the balance of the school year.
2. Extra trip tickets must be turned in to the transportation director before completing the next regular bus route trip or the driver will forfeit the next regular extra trip for which he would qualify.
3. A driver accepting an extra trip and then cancelling will forfeit the next extra trip for which they would qualify.
4. Drivers that have another position in the school system will be eligible for extra trips that overlap with other duties, but it is the responsibility of the driver to inform the supervisor, in writing, of the need for overlapping duty assignment. If the overlapping arrangements cannot be made, the driver will not be charged for the trip. If the overlapping arrangements can be made and the driver does not take the trip, they will be charged for the trip in the same manner as if they had taken the trip.
5. Drivers failing to return the bus unit in a reasonably clean condition will be suspended from eligibility of the next scheduled trip.
6. If an extra trip is cancelled two (2) hours or more prior to the scheduled departure, and the driver is not notified, the driver is then eligible for the next available trip and the driver will not be compensated for the cancelled trip. If the driver is notified, the driver will be compensated for three (3) hours and will be charged for the trip in the regular manner.
7. Extra trips of more than 375 miles will have two (2) drivers assigned.
8. On extra trips drivers will receive 13.69 (14.38 - second year 15.10 - third year) for the first hour if the extra trip causes the driver to miss his/her regular run.

ARTICLE XX - WORKING HOURS

A. The following schedule shall be used to determine working hours and shift premiums:

1. Custodial/Maintenance and Mechanics

FIRST SHIFT - Any employee who starts their shift between 5:00 a. m. and 10:30 a. m. shall be considered first shift employees. The shift shall include a half hour ($\frac{1}{2}$) lunch period and two (2) quarter hour ($\frac{1}{4}$) rest breaks.

SECOND SHIFT - Any employee who starts their shift between 10:30 a. m. and 8:00 p. m. shall be considered second shift employees. The shift shall include a half hour ($\frac{1}{2}$) lunch period and two (2) quarter hour ($\frac{1}{4}$) rest breaks.

THIRD SHIFT - Any employee who starts their shift between 8:00 p. m. and 5:00 a. m. shall be considered third shift employees. The shift shall include a half hour ($\frac{1}{2}$) lunch period and two (2) quarter hour ($\frac{1}{4}$) rest breaks.

2. Cafeteria

Cafeteria personnel shifts shall be between the hours of 6:00 a. m. and 3:00 p. m. with a half hour ($\frac{1}{2}$) lunch period and two quarter hour ($\frac{1}{4}$) rest breaks. They shall be hourly employees with no shift premium.

3. Secretary/Aides

Secretary/Aides personnel's normal working day shall be seven and one half ($7\frac{1}{2}$) hours. They shall be hourly employees. A half hour lunch period and two (2) quarter hour rest breaks shall be scheduled. There will be no shift premium. Aides will not be required to take over a classroom except in an extreme emergency.

4. Transportation

Normal working day for bus drivers will be two (2) scheduled round trips per school day. These will be carried out between the hours of 6:30 a. m. and 5:00 p. m.. They shall be paid by the trip, with no shift premium. All bus units will be kept at the school. Drivers duties will include the daily sweeping of their bus unit.

5. Security Officer

- A. Shall have a floating forty hour (40) work week.
- B. An employee reporting for overtime shall be granted a minimum of two (2) hours pay at the rate of time and one half ($1\frac{1}{2}$).
- C. All lunch periods and rest periods shall be scheduled by the Board. Lunch breaks shall be unpaid and employees must punch in and out for lunch breaks.
- D. All employees now working in more than one (1) classification under this Agreement shall be entitled to continue in this dual capacity.

- E. Part time employees shall be entitled to a pro-rata lunch and rest period.
- F. All employees must submit a "Pay Record Card" bi-weekly to the finance office for payroll purposes.
- G. All shifts will be increased by one half hour ($\frac{1}{2}$) and not reduced during the term of this agreement.

ARTICLE XXI - HOLIDAY PROVISIONS

- A. Holiday pay shall be at the regular rate of pay according to the following schedule for seniority employees who are compensated for the last scheduled working day before and the first scheduled working day after the holiday.

JOB CLASSIFICATION
 Cafeteria, School year
 Office/Clerical/Aides,
 Transportation

PAID HOLIDAYS
 New Year's Day
 Good Friday
 Christmas Day
 Labor Day
 Thanksgiving Day
 and the Friday
 after Thanksgiving
 and Memorial Day

Custodial/Maintenance/
 Mechanics, Full Year
 Office/Clerical/Aides

New Year's (2)
 Christmas (2)
 4th of July (2)
 Easter Monday,
 Labor Day, Memorial
 Day, Thanksgiving
 Day and the Friday
 after Thanksgiving,
 Good Friday

- B. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. Part time employees shall receive holiday pay on the same pro-rata basis as their compensation.
- D. Severe Weather Days - Cafeteria, Aides, Transportation need not report. (See also ARTICLE VII - Special Conferences). Custodians Maintenance and Mechanics should report for work. Custodians who report to work on Severe Weather Days shall receive 120% of their pay while custodians who do not report on Severe Weather Days will receive 80% of their pay. They should report during their shift if conditions permit. Secretaries will report on demand only - with hours compensated with future release time. The 120% will not be paid while school is in session or on delayed start days.

ARTICLE XXII - VACATION ELIGIBILITY

- A. An employee will earn credit toward vacation with pay in accordance with the following schedule:

<u>JOB CLASSIFICATION</u>	<u>PAID VACATION ACCUMULATION</u>	
School Year Employee	one (1) week pay in lieu of vacation	
Full Year Employee	1st year	five (5) days
	2nd year	ten (10) days
	7th thru 10th year	fifteen (15) days
	over 10 years	twenty (20) days

- B. Part time employees shall receive vacation eligibility on the same pro-rata basis as their compensation.
- C. Personal leaves of absence shall not count as time worked toward vacation eligibility.
- D. The base period of one (1) year is from July 1st to June 30th. Vacation eligibility shall be pro-rated by the month on this annual basis.

ARTICLE XXIII - VACATION PERIODS AND PAY

- A. Vacations will be granted upon the application by the employee upon mutual agreement of the Board and the employee.
- B. When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- C. A vacation may not be waived by an employee and extra pay received for work during that period, (school year employees excepted).
- D. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- E. Rate During Vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.
- F. Custodians can take vacations while school is in session, one per building, by mutual consent for not more than five (5) days.

ARTICLE XXIV - INSURANCE BENEFITS

- A. The Board of Education shall grandfather all current eligible employees for existing insurance benefits under the present contract for the duration of their employment with the Mayville Community Schools.
- B. New hired employees (after July 1, 1983) shall be required to work thirty two (32) hours per week to be eligible for complete insurance benefits (plan A). Employees working between twenty (20) and thirty one (31) hours shall be eligible for plan B.

Plan A

Full Family health care (equivalent to Blue Cross/Blue Shield or dollar amount toward MESSA), 80/20 dental insurance and Vision Care II. All insurance coverage is for twelve months and is available to all eligible family members.

Plan B

80/20 dental and Vision Care II for twelve (12) months and is available to all eligible family members.

- C. Double coverages are not permitted. (Applicable to employees hired after July 1, 1983).
- D. Employees who elect not to subscribe to health, dental or vision insurance shall receive \$10,000 worth of term life insurance paid by the Board of Education.
- E. Employees cannot exercise this benefit in more than one (1) classification.
- F. Probationary employees shall become eligible for insurance benefits after thirty (30) working days.

ARTICLE XXV - NEGOTIATION PROCEDURES

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement, covering hours, terms and conditions of employment.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Union, but both parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

ARTICLE XXVI - WORK INTERRUPTIONS

The parties to the Agreement mutually recognize that the services performed by the Agreement are services essential to public welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment or cancellation of this Agreement by the Board.

ARTICLE XXVII - COMPENSATION

All compensation shall be computed according to the following schedules: (The entire schedule is based on non-contributory retirement - 5% paid by the Board.)

A.	TRANSPORTATION	7-01-86 <u>6-30-87</u>	7-01-87 <u>6-30-88</u>	7-01-88 <u>7-30-89</u>
	Regular run	9.92	10.42	10.94
	Kindergarten run	11.10	11.66	12.24
	Extra trips	7.02	7.37	7.74
	Skill Center run	7.02	7.37	7.74
	Breakdown bus drivers - one half (½) of regular run if one (1) hour or more late (must be requested).			
B.	CAFETERIA	6.62	6.95	7.30
	Head +.10			
C.	AIDES	6.68	7.08	7.50
	Playground +.15			
D.	CLERICAL	6.80	7.14	7.50
	Bookkeeping +.10			
	Internal Hot Lunch			

E.	CUSTODIAN/MAINTENANCE/ MECHANIC	7.92 8.44	8.32 8.86	8.74 9.30
	Second shift +.15			
	Third shift +.22			

Bus mechanics that satisfactorily complete the mechanics certification as prescribed by the state, shall have .40 per hour added to their base rate of pay.

- F. NEW HIRE EMPLOYEES
.20 below scale for 120 working days.
- G. Employees who are approved to use their own automobile in pursuance of their work shall be paid a mileage of seventeen cents (.17) per mile.
- H. Regular bus drivers who substitute on another run than their normal run will be paid at the regular run salary.
- I. Bus drivers will be eligible for a minimum of one quarter ($\frac{1}{4}$) hours of extra trip salary if they are required to take home students not on their regular route and after completion of regular route. If time exceeds one quarter ($\frac{1}{4}$) hour they will be paid for actual time spent.

ARTICLE XXVIII - SENIORITY OF OFFICERS & STEWARDS

- A. The Chapter Chairperson and four (4) stewards shall have super-seniority.
- B. Seniority exercised under this provision shall be in effect only at times of layoff and recall.
- C. Employees with super-seniority shall not be laid off.
- D. If an employee possesses super-seniority and has his/her position eliminated, said employee shall displace any position within his/her classification, with less seniority.
- E. In the event the employee possessing super-seniority does not have more seniority than anyone else, in his/her classification, he/she shall displace upward one position on the seniority list.

ARTICLE XXIX - CUSTODIAL ASSIGNMENTS

Whenever possible, custodial employees shall remain in their regularly assigned buildings during the school year.

ARTICLE XXX - BUS DRIVER LICENSE

The employer will pay the cost of additionally required licenses for bus drivers in excess of their chauffeur license.

ARTICLE XXXI - BULLETIN BOARDS AND USE OF FACILITIES

- A. Bulletin boards and other established media of communication shall be made available to the Union and its members. However, all articles submitted should have the letterhead of the Union, and prior inspection (not necessarily approval) of the supervisor.
- B. The Local Chapter may, upon proper request, be permitted the reasonable use of school facilities for local meetings following the same procedures as other school-related organizations.

ARTICLE XXXII - MECHANIC UNIFORMS

The employer will supply mechanics with five (5) uniforms per year.

ARTICLE XXXIII - DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 1986, and shall continue in effect until June 30, 1989.

CERTIFICATION OF RATIFICATION

BOARD OF EDUCATION

MAYVILLE SCHOOL EMPLOYEES

Robert Stees

Gloria Martin
Karen Budreau

ATTACHMENT "A"

GRIEVANCE REPORT FORM - MAYVILLE COMMUNITY SCHOOLS

Grievance # _____

Distribution of Form:

Superintendent (1)
Grievant (1)

Supervisor (3)

Steward (1)

Job Classification

Location

Name of Grievant

Date

Step 1:

A. Date and cause of grievance: _____

B. Statement of Grievance: _____

Relief sought: _____

C. Disposition by Supervisor: _____

D. Position of grievant and/or steward: _____

Step 2:

A. Date received by Superintendent: _____

B. Disposition by Superintendent: _____

C. *Position of Steward:* _____

Step 3:

A. *Date received by Secretary of Board:* _____

B. *Disposition by Board:* _____

LETTER OF UNDERSTANDING
BETWEEN
THE MAYVILLE BOARD OF EDUCATION
AND
THE MAYVILLE SCHOOL EMPLOYEES
AFSCME LOCAL 2697

The aforementioned parties agree as a result of the 1986 contract negotiations that the B. Hahn and E. McClain grievance would be resolved in favor of the Union.

Gloria Martin
UNION

May 27, 1987
DATE

Lawrence J. Seeger
EMPLOYER

May 27, 1987
DATE

LETTER OF UNDERSTANDING
BETWEEN
THE MAYVILLE BOARD OF EDUCATION
AND
THE MAYVILLE SCHOOL EMPLOYEES
AFSCME LOCAL 2697

With the change in legislation affecting severe weather days as defined in Article XXI, Subsection D., the first two (2) days per school year shall be covered under current contract language. Additional severe weather days shall not be paid and employees must make up said days, with pay, at the end of the school year.

If the district does not notify employees of the school closing at least one hour prior to employees starting time, (45 minutes in the kitchen), the employees shall receive two (2) hours' pay.

The parties agree to immediately commence negotiations should the law change affecting severe weather days.

Gloria Martin
UNION

Lawrence J. Seigis
EMPLOYER

May 27, 1987
DATE

May 27, 1987
DATE