

6-30-75

ALCONA COMMUNITY SCHOOLS

THIS AGREEMENT, made and entered into this _____ day of _____ A. D., 1974, by and between the ALCONA COMMUNITY SCHOOLS located at Harrisville, Michigan, party of the first part, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the Union.

WHEREAS: both parties are desirous of striving toward excellence in the operation of an educational facility for the Alcona Community Schools district.

WITNESSETH:

ARTICLE I
RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedules.

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

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual initiation fees, and its regular and usual dues.

*Teamsters Local #214
2801 Trumbull
Detroit, Michigan 48211*

Alcona Community Schools

(c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

(d) The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

ARTICLE II DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE III PROBATION

Section 1. New employees may acquire seniority after working ninety (90) continuous days and shall acquire seniority after working six (6) continuous months, in which event the employee's seniority will date back to the date of hire. In the event that two or more employees have the same date of hire, then seniority shall be determined among such employees by the date of the application having the greatest seniority.

Section 2. Those employees who become part of the bargaining unit, shall commence payment of Union dues and initiation fees or a service charge after 30 days of continuous employment with Alcona Schools. The Union upon written request of the employee, agrees to refund dues or service charges if the employee is terminated by Alcona Schools during the probationary period.

ARTICLE IV TRAINING

The employer recognizes the skills required of the school employees. The employer further recognizes that in the event that it is necessary that an employee receive additional training during the time of the regular work day, that the school will be responsible for the reimbursement of wages for that training.

It is also recognized that employees, in order to up-date their skills, that a portion of time be required for them to maintain these skills. Under the terms of this contract, it may be required that each employee provide to this school system a minimum of 5 in-service meetings per year for this purpose.

ARTICLE V
WAGES

Attached hereto and marked Schedules are schedules showing the classification and wage rates of the employees covered by this Agreement. Said Schedules further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules and the contents hereof shall constitute a part of this Agreement.

ARTICLE VI
SUBCONTRACTING

No employee will be reduced in rank or laid off due to subcontracting.

ARTICLE VII
EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE VIII
SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the first employees to be laid off are casual part-time, full-time part-time. The last employee laid off shall be the first employee rehired. The Employer shall decide the extent to which work performed shall hold weight in determining the lay-off and rehire of personnel.

Section 2. The Employer shall post a list by classification of the employees arranged in order of their seniority.

Section 3. Seniority shall be broken only by discharge or voluntary quit; or layoff for a period of more than two (2) years.

Section 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff and recall to work, mailed to his last known address by registered mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority right under this Agreement.

Section 5. The Steward shall be granted super-seniority for purposes of layoff and rehire providing he has the ability and qualifications.

Section 6. It is understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE IX
DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least three (3) warning notices of the complaint against such employee to the employee, in writing; and a copy of the same to the Union and Steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, or recklessness.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice and will be removed from the employee's files. Discharge must be by proper notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

- Step 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. If not settled in this manner, it shall be the responsibility of the agrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the superintendent.
- Step 2. After receipt of the written grievance by the Superintendent, a conference between Union representatives and Employer representatives will be held within five (5) working days thereafter.
- Step 3. In the event that the grievance is not satisfactorily settled at Step 2, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Section 3. Grievances must be taken up promptly and no grievance will be considered which is presented later than ten (10) working days after such has happened.

Section 4. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer for the duration of the unauthorized work stoppage or slow-down shall have the sole and complete right of discipline including discharge. Any violations of this Section are not entitled to the provisions of Article IX.

ARTICLE XI STEWARDS

The Employer recognizes the right of the Local Union membership to elect one job Steward and one alternate from the Employer's seniority list. The authority of the job Steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated school representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay;
2. The Collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information;
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of job Steward and his alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the steward and the Employer Representative. Permission shall be granted.

Section 4. It is also recognized that the Union may use school buildings for meeting, providing school is not in session, and the Union will be responsible for maintenance and supervision at said meetings.

ARTICLE XII ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. These will be limited to three (3) one-half (1/2) days per month. Any such request will be in writing and submitted five (5) work days prior to the date of anticipated absence. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved.

The maximum leave of absence shall be for ninety (90) days and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave.

Section 2. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

Section 3. Three (3) personal leave days per year shall be granted for personal affairs (Approval in advance from the Employer shall be required if a personal leave day is taken immediately before or following a holiday, to be charged to sick or vacation time.

Section 4. Any employee using regular work days for gainful employment may be subject to immediate dismissal. No supervisory personnel will be allowed to grant an employee days off with loss of pay.

ARTICLE XIII
LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article X of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIV
GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent.

Section 3. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5. The Employer will continue to supply uniforms for the mechanics and aprons for the cafeteria workers.

Section 6. The Employer will provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his normal duties and responsibilities.

Section 7. The Employer shall provide an area in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

Section 8. When an employee is required by the Employer to furnish his own transportation to and from a job location, he shall receive a mileage allowance of twelve cents (12¢) per mile or will be furnished transportation by the school district; from home to the job is not considered a part of this section.

Section 8a. For any schooling or in-service training assigned by the administration occurring on a leave day or off duty time, the employee will be paid straight time.

Section 9. If the Employer opens additional divisions of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

Section 9a. Vacancies will be filled according to seniority if all other matters such as ability and qualifications are equal in the opinion of the Employer.

Section 10. The Employer will reserve the right to hire from outside, providing no employee in the bargaining unit bids on the opening.

Section 10a. The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.

Section 11. The Employer shall offer assignment by seniority within the classification of a division of the bargaining unit contingent upon the employee holding such seniority is qualified. If such assignments are not filled by seniority, the Employer shall fill such jobs at his own discretion.

Section 12. The senior employee, whenever possible, when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the work day he shall not suffer a reduction in pay.

Section 13. In the event there is a temporary job opening due to illness, emergency, leave, vacations, temporary work increases, weather, etc., the Employer will fill such jobs by offering to the most senior employee within the classification of division of the bargaining unit, if qualified. All such assignments will be paid at the present rate called for in that classification.

Section 14. Matters not specifically covered by this Contract shall be negotiated and made a supplement to the Agreement. The Union and/or Employer will prepare an agenda, and a special conference will be called within five (5) days upon notification from the Union and/or Employer.

Section 15. Loss or Damage - Employees shall not be charged for loss of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

Section 16. Employer agrees to furnish all necessary equipment needed to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 17. In an emergency situation custodial staff will be required to work during a snow day. They will be compensated by receiving days off during the school year or the time will be added to vacation time not to exceed four (4) days.

ARTICLE XV
EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in mutiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Garage, Supervisor and/or Safety Officer.

ARTICLE XVI
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XVII
SAFETY COMMITTEE

Article 1. A Safety Committee shall be composed of Union and Employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety rules.

ARTICLE XVIII
WORKMEN'S COMPENSATION

The Employer shall provide Workmen's Compensation protection for all employees even though not required by law.

ARTICLE XIX
RETIREMENT

The Employer is currently a member of Michigan Public School Employees Retirement System and all full-time employees attaining six (6) months service, will participate under the present plan. Provisions will be made for a full-time employee to have his service time computed from the first day of continuous employment.

ARTICLE XX
SPECIAL CONFERENCE

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party, five (5) days before said conference. Only those items on the agenda will be discussed.

ARTICLE XXI
HOSPITAL INSURANCE, LIFE INSURANCE,
LONG TERM DISABILITY INSURANCE

Section 1. The Board agrees to provide each qualified employee the following options, (qualified meaning those who meet the hourly qualifications and completion of ninety (90) working days probation):

Plan I - Semi-private Blue Cross/Blue Shield Plan, Group Hospital Insurance.

Plan II - \$10,000 Group Term Life Insurance - Long term disability Insurance (LTD) providing 60% of the employee's annual salary, commencing 90 days after disability, payable to age 65 or termination of disability.

The qualified employee will receive the following:

(A) 7 & 8 hour per day employee - \$35.25 per month toward Plan I or Plan II or a combination of both.

(B) 4 to 6 hour per day employee - \$21.50 per month toward Plan I or Plan II or a combination of both.

(C) 1 to 3 hour employees - \$10.00 per month toward Plan II.

The number of hours worked during the regular work week will determine placement under A, B or C. This determination will be made at the beginning of the school year and will remain the same unless the individual's job classification is changed.

Section 2. Increased Insurance rates would be paid by the employer and employees as follows:

(A) Employer	75%	Employee	25%
(B) Employer	50%	Employee	50%
(C) Employer	50%	Employee	50%

ARTICLE XXII
HOLIDAYS

Section 1. All probationary and regular employees will be eligible to receive holiday pay based on their current hourly rate times the number of hours worked in a normal day, providing they have worked scheduled work day preceding and following the holiday or is on paid leave.

Holidays include: News Years Day
Christmas Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Good Friday

Section 2. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

ARTICLE XXIII
SICK LEAVE

Section 1. Sick leave shall accrue at the rate of one (1) day per month worked to a maximum accumulation of sixty (60) days. Five (5) of these days will be considered emergency days and can be used for funerals and family emergencies.

Section 2. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

(a) Acute personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.

(c) Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.

(d) Sick leave will be authorized when an employee is taken ill on the job.

(e) When an employee is found to abuse his sick leave privilege, he is subject to immediate dismissal by the Employer.

Section 3. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

Section 4. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period.

Section 5. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of previous injury.

(a) A regular employee who suffers injury, after the first (1st) week compensable under the Workmen's Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.

(b) When sick leave credits are exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted. Employees, if requested will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available before his return to active work.

Section 6. The Employer shall pay employees fifty percent (50%) of accumulated sick days up to a maximum of twenty (20) days upon leaving employment, with the completion of one year's employment.

ARTICLE XXIV VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

(a) Employees working in excess of 194 days of service shall be granted one (1) week or five (5) days vacation without loss of pay.

(b) Employees working in excess of 194 days who have completed three (3) years of service shall be granted two (2) weeks or ten (10) days vacation without loss of pay.

(c) Employees working in excess of 194 days who have completed five (5) years of service shall be granted three (3) weeks or fifteen (15) days vacation without loss of pay.

(d) An employee working in excess of 194 days who has completed fifteen (15) years of service shall be granted four (4) weeks or twenty (20) days vacation without loss of pay.

Section 2. Employees who lost time due to on-the-job disability up to a maximum of three (3) years shall receive their vacation as though the time was worked.

Section 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 4. Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each calendar year. However, employees shall be permitted a minimum of five (5) days vacation credit at a time, provided the Employer has been so notified of such intention at the beginning of the day prior to such vacation day.

Section 5. In case of retirement, resignation, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

Section 6. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of Senior employees, each year, after January 1 each employee shall indicate on a yearly calendar his vacation request no later than April 1. After April 1 all employees who have failed to select their vacation time will take whatever time is available by seniority.

ARTICLE XXV
BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the Alcona Community Schools District, hereby retains and reserves unto itself, without limitation, all power, 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.

B. It is understood, by all parties to this contract, that the management of the school system and the direction of the working forces, including the right to plan, direct and control school operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved production methods or facilities, are vested exclusively in the Board.

C. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement.

D. All secretaries assigned to the Alcona Community Schools District Office are exempt from the Union contract, from Union membership, from representative Union fees, and from Union rules governing employees.

E. All Head Custodians are exempt from the provisions of the Union contract, Union membership, and representative Union fees.

ARTICLE XXVI
TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from 7-1-74 to and including 6-30-75, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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

ALCONA COMMUNITY SCHOOLS

UNION
LOCAL UNION NO. 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

By Gordon A. Katona

By Earl Drake

Donald Williams

Joseph Valenti

Roy Beard

SCHEDULE A
CAFETERIA, CUSTODIAL AND SECRETARIAL-CLERICAL EMPLOYEES
OVERTIME AND HOURS OF WORK

Section 1. The regular work week is established as five (5) days or 40 hours. The regular work day shall continue as established.

Section 2. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of forty (40) hours in any week.

Section 3. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate.

Section 4. Overtime work will be permitted only when authorized by the Superintendent.

Section 5. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse it except for other than just cause, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime.

Section 6. The Employer will pay the cost of the yearly physical examination up to Twenty Dollars (\$20) per year at no cost to the employee only if a physical examination is required by law. All new employees to the system will have a physical examination before they report for their first assignment.

Section 7. Bus drivers are not considered as a part of this schedule.

SCHEDULE "B"
BUS DRIVERS
HOURS OF WORK AND OVERTIME

Section 1. The regular work week for daily runs is established as Monday through Friday.

Section 2. Straight time will be paid for all athletic and field trips. Lay-over time will also be straight time.

Section 3. Time and one-half (1 1/2) will be paid for all hours worked in excess of forty (40) hours in the established work week.

Section 4. Drivers will be guaranteed a minimum of four (4) hours per day when working.

Section 5. When a driver's route is vacated the bus and route or routes will be posted within three (3) days. Bids shall be received and open routes assigned to seniority drivers within seven (7) days.

Section 6. The Employer will pay the cost of the yearly physical examination and chauffeur's license up to Twenty Dollars (\$20) per year at no cost to the employee only if a physical examination is required by law. All new employees to the system will have a physical examination before they report for their first assignment.

Section 7. All routes as established (in past practice) will be assigned by seniority when feasible. New routes at the beginning or during the school year will be available to any driver by seniority.

Section 8. Drivers are to be notified as soon as possible or before 6:00 A.M. that school is not in session due to Act of God (weather, health, etc.).

Section 9. The School Board will pay the difference between the amount paid by the State and regular rate of pay when involved in the training program.

Section 10. Whenever extra runs are required, the driver selected to take the special run will be taken by rotation from the seniority list. Each driver will have the opportunity to either accept or reject the special run when their name comes up according to the seniority list, with the least senior driver required to take the special run. The seniority list will be used in selecting the qualified person for the special trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work, will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

Section 11. Drivers will be paid a minimum of two (2) hours when called in for extra runs. Two (2) hours for kindergarten, co-op and pre-school runs, and four (4) hours per day for regular runs.

Section 12. Extra trips will be posted three (3) days in advance and drivers will have twenty-four (24) hours to sign up.

Section 13. A list of drivers who will accept emergency assignments will be maintained. Trips required with less than three (3) days notice will be assigned to drivers from the emergency list.

Section 14. If a special trip interferes with a driver's regular run, the driver will be paid a minimum of four (4) hours time.

Section 15. If a driver or drivers are asked to take another driver's run that driver or drivers collectively will be paid the same amount of time the original driver would have been paid.

Section 16. Drivers will be paid one-half hour (30 min.) in their time allowance for express purpose of cleaning of the bus.

Section 17. The number of working days per year will be the number of days established by the Board of Education as days in session, generally this is 185 days. In addition, one day is allowed at the beginning of the school year for orientation and physical examination.

Section 18. Drivers must comply with all local, state or federal rules, regulations, and requirements or face dismissal.

SCHEDULE "C"
CLASSIFICATIONS AND WAGES

	<u>Base Rate of Hire</u>	<u>90 days</u>
Custodian	3.10	3.34
Lead Cook	2.80	3.02
Assistant Cook	2.20	2.38
Cafeteria Helper	2.00	2.16
High School Secretary	3.00	3.24
High School Counselor Secretary	2.50	2.70
Bus Driver	3.40	3.67
Mechanic	3.75	4.05

Employees at a rate of pay between the above rates will receive an 8% increase and will be Red Circled so as to receive an increase of as much as other employees. New employees will receive the agreed to rates of pay.