

12-31-73

Bentley Community Schools

LOCAL 1918 CHAPTER Q

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AGREEMENT

BENTLEY COMMUNITY SCHOOLS

AND

COUNCIL #29, AFSC&ME, AFL-CIO

PREAMBLE

This Agreement is made this 12th day of March, 1973 between the Board of Education of the Bentley Community Schools of Genesee County, Michigan, hereinafter referred to as the "Board" and the Bentley School Employees, Chapter Q of Local Union No. 1918, affiliated with Council #29, and chartered by the American Federation of State, County and Municipal Employees, (AFL-CIO), hereinafter referred to as the "Union".

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must within the existing framework of the statutes of the State of Michigan, maintain the schools within the Bentley Community School District as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

The parties ascribe to the principle of equal opportunities and share equally the responsibility for applying the provisions of this agreement equally and without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation.

ARTICLE 1 RECOGNITION

A. "Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the Term of this Agreement." The employees of the Board that are a part of this bargaining unit are as follows: regular full time and regular part time employees that are employed by the Board as: custodians, maintenance, bus drivers, cooks, bus mechanics; all other employees of the Board are specifically excluded.

B. If at any future date a new position is created, the parties will meet to negotiate the positions eligibility in the bargaining unit and the placement of the position in the proper classification.

C. The Board will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement.

D. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above and reference to male employees shall include female employees. The term "Board" or "Employer" when used herein shall refer to the Board of Education and its designated representative.

ARTICLE 2 BOARD RIGHTS

A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in the behalf of the public, all the operations and activities of the School District to the full extent authorized by law.

B. The Union further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement.

ARTICLE 3 DEFINITIONS

A. Regular full time employees are:

1. Custodian or maintenance employees who work four (4) hours or more per day.
2. Cafeteria employees who work twenty (20) hours or more per week.
3. Bus drivers who drive four (4) or more runs per day.

B. Regular part time employees are:

1. Custodial or maintenance employees who work less than four (4) hours a day.
2. Cafeteria employees who work less than twenty (20) hours a week.
3. Bus drivers who drive less than four (4) runs per day.

C. Temporary employees are employees who are hired for and work less than ninety (90) calendar days. The Board will not hire consecutive temporary employees thereby eroding the bargaining unit.

D. Student employees are Bentley students hired on a part time basis to perform non-bargaining unit work as mutually agreed between the Board and the Union.

E. Substitute employees are hired for and work on a day-to-day basis to replace regular employees for short periods of time. Substitute employees who work sixty (60) hours or more a month will be considered as regular employees. Substitute employees may fill in as a regular employee until the regular employee's leave status is terminated.

ARTICLE 4 REPRESENTATION

A. The Union shall be represented by a committee of four (4) stewards, four (4) alternate stewards and the Chapter Chairman. The designated steward shall represent all employees working in a particular job classification (custodial, maintenance, dietary, transportation).

B. The Union will furnish the Board with the names of its officers, stewards and alternates, and such changes as may occur from time to time in such personnel.

C. In the handling of a grievance, if it becomes necessary for the steward to leave his work, he shall first notify his supervisor or principal. The steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. An abuse will be grounds for disciplinary action.

D. If the steward is required to go to another building other than his own in handling of a grievance, the Principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.

E. Except as set forth above, no steward or any other employees shall be granted time off for the purpose of handling Union matters, affairs or grievances unless specific permission, in writing, has been granted by the Supervisor or Principal.

ARTICLE 5 GRIEVANCE PROCEDURE

A. 1. A grievance is a complaint or dispute which may arise concerning conditions of employment including the application or interpretation of this Agreement.

2. Grievances may be processed during working hours, provided immediate necessary functions are maintained.

B. Step One: Within ten (10) working days, (days affected employee actually worked) of the time a grievance occurs, the employee or the employee and the steward shall present the grievance to his immediate administrator, with the object of resolving the matter informally. Within five

(5) working days after presentation of the grievance, the immediate administrator shall give his answer orally to the employee.

C. Step Two: If the grievance is not resolved in Step One, the employee must within five (5) working days of receipt of the administrator's answer, submit to the Business Manager a signed written "Report of Grievance".

The "Report of Grievance" shall contain the following:

1. The name of the grieving employee or group of employees.
2. Nature of grievance, including contract provisions violated and persons violating them, if applicable.
3. The specific relief that is requested.
4. The signature of the employee or employees involved.

The Business Manager shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

D. Step Three: If the grievance is not resolved in Step Two, it must be submitted within five (5) working days to the Superintendent or his designee. The Superintendent or his designee shall meet with the involved parties within five (5) working days of receipt of the grievance in an attempt to resolve the matter. The Superintendent or his designee shall give the employee in writing an answer within five (5) working days of the conference with the employee.

E. Step Four:

1. If the grievance is not resolved in Step Three, then within five (5) working days the grievance may be referred to the Appeal Board. The Appeal Board may be convened by notifying the Superintendent in writing. The Superintendent will arrange the meeting of the Appeal Board.

a. The Appeal Board shall be composed of four (4) members, not previously involved in the grievance, two (2) representatives appointed by the Board and two (2) representatives appointed by the Union.

2. The Appeal Board shall meet within ten (10) working days of receipt of the grievance and render a decision within five (5) days of the meeting.

3. If either the Board representatives or the Union is dissatisfied with the decision of the Appeal Board, or the Appeal Board fails to render a decision, the grievance may be referred to Step Five.

F. Step Five:

1. If the grievance is not resolved in Step Four, then it may be submitted to arbitration before a three (3) man arbitration panel which shall be composed of as follows:

- a. One (1) person selected by the Union.
- b. One (1) person selected by the Board.
- c. One (1) person selected jointly by the Union and the Board.
- d. Members of the arbitration panel shall not be:
 1. Members of or spouses of members of the Board of Education.
 2. Members of or spouses of any employee of the Bentley Community School District.

e. Members of the arbitration panel must be residents and property owners in the Bentley Community School District.

2. Decisions of the arbitration panel shall be by a simple majority.

3. Decisions of the arbitration panel shall be final and binding on both parties.

4. It shall be the function of the arbitration panel, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision, or to determine that they do not have jurisdiction over the issue.

a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

b. The fees and expenses of the arbitration panel shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

G. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. All time limits herein contained in this Article shall consist of working days unless otherwise specified. Any time limits may be extended by mutual consent of the parties.

H. The failure of either party to proceed from one step of the written grievance procedure to the next step within the time limits as set fourth herein shall be deemed to be an acceptance of the other parties last position.

I. The failure of an administrator to communicate his oral decision to the employee within the specified time limit shall permit the employee to proceed to the next step in the grievance procedure.

J. An individual's grievance may be withdrawn at any step without prejudice, but that same individual's same grievance shall not be filed a second time.

K. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

ARTICLE 6 SPECIAL CONFERENCES CLAUSE

Special conferences on important and urgent matters relating to the interpretation and application of this Agreement will be arranged at mutually agreed times, between the Union and the Board (or its representatives), upon the request of either party. At least two (2) representatives of the Union and two (2) representatives of the Board will attend these meetings. Arrangements for such meetings shall be made in advance and an agenda of matters to be discussed shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. These conferences shall not be intended as meetings for the purpose of negotiating changes in this Agreement or the resolving of grievances that have been filed.

ARTICLE 7 DISCHARGE AND DISCIPLINE

A. The Board shall not discharge or discipline any employee without cause. The Board agrees upon the discharge or suspension of an employee to notify in writing the Union of the discharge or suspension.

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his steward and the Board will make available an area where he may do so before he is required to leave the property of the Board. Upon request, the Board or their designated representatives will discuss the discharge or discipline with the employee and the steward.

C. Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented in writing to the Superintendent or his designated representative within three (3) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent or his designated representative shall give his answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at the Superintendent's level. If a grievance is not filed within five (5) regular working days by the employee or the Union, it will be assumed that the answer was accepted and the right to use the grievance procedure is waived.

D. In imposing discipline on a current charge, the Employer will not take into account any prior similar infractions which occurred more than twelve (12) months previous. Dissimilar infractions will be considered within a six (6) month period of time.

ARTICLE 8 SENIORITY

A. New employees hired, other than substitutes, and temporary help, shall be considered as probationary employees for sixty (60) calendar days, excluding Holiday and summer shut-downs, where applicable. There shall be no seniority among probationary employees. When a probationary employee finishes the probationary period, he shall be entered on the seniority list and shall rank for seniority sixty (60) calendar days prior to the day he completed the probationary period. The sixty (60) day probationary period shall be extended for any absences totaling more than five (5) days, during that period, by the amount of said absences.

B. The Union shall represent probationary employees for purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed, except for union activity or affiliation.

C. Probationary employees shall be eligible for fringe benefits provided for in this Agreement only after the successful completion of their probationary period.

D. Seniority shall be on a job classification basis, in accordance with the employee's last date of hire.

E. 1. Promotions within the bargaining unit shall be made on the basis of seniority and ability. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position, in a conspicuous place in each department. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion, and who meets the minimum requirements, shall be granted a four (4) week trial period to determine:

a. His or her desire to remain on the job.

b. His or her ability to perform the job.

1. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee on request. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

2. a. During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification.

b. If the employee is unsatisfactory in the new position notice and reasons shall be submitted in writing by the Employer to the employee. The matter may then become a proper subject for the Grievance Procedure.

3. During the trial period, employees shall be paid the rate of the job they are performing.

4. Employees required to work in a higher classification shall be paid the rate of the higher classification.

5. A promotion is an upward change in an open job classification within each department which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime or premium pay.

F. The seniority lists on the date of this Agreement shall show the names and job titles of all employees in the unit entitled to seniority in their classifications.

G. Seniority lists will be maintained by the Board according to the job classifications and made available to the Union upon request.

H. Seniority shall be applicable for the purpose of lay off and recall and applied only within the classification. Seniority shall also be applicable for vacation preference with twelve-month employees.

I. Seniority, in and of itself, shall not be affected by the race, sex, age, creed, national origin, political or Union affiliation, or marital status of the employee, but no employee shall be entitled to promotion to a job or status for which he is not qualified.

J. Seniority shall be on a school district wide basis within the individual's job classification. Employees moving from one job classification to another shall not retain or transfer accumulated seniority accrued in any other classification until the completion of one (1) calendar year in the new classification.

K. When more than one (1) employee is hired on the same day, seniority will be determined by date and time of hire notification.

L. An employee will lose his seniority and terminate his employment with the Board for any of the following reasons:

1. Employee quits or retires.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent for more than two (2) consecutive working days without notification.
4. If the employee fails to return to work when recalled from lay-off as set forth in the recall procedure as provided in this Agreement.
5. If the employee overstays by more than two (2) days a leave of absence, granted for any reason, as provided in this Agreement, unless an extension has been granted.
6. Mandatory retirement.
7. The employee is transferred to a position or job classification outside of the bargaining unit, except for transfers mandated by layoffs or cutbacks.
8. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
9. If a settlement with an employee has been made for total disability.
10. If the employee falsifies information on his application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

M. Employees transferred from temporary, part time or substitute status to regular employee status within the same classification shall be credited with the number of days and/or hours in this previous status for seniority purposes.

ARTICLE 9 VACANCIES AND TRANSFERS

A. In the event the school district desires to transfer any employee or an employee requests a transfer, the following provisions shall control the rights of the parties:

1. Transfers for justifiable and legitimate reasons may be made by the Board or upon request of the employee, provided that such transfer does not result in a demotion or a reduction of pay rate.
2. A transfer is a lateral change within a job classification where there is no addition or increase in pay rate; for example, a movement to another building or to another job within the same classification.

B. All job openings shall be posted in each building on bulletin boards so as to properly notify any employees covered by the terms of this Agreement of such job openings. The notice shall remain on the board for ten (10) working days. Interested employees shall apply for the job, in writing, to the appropriate supervisor within the ten (10) day period. Openings shall be filled on a seniority basis; in the event the senior employee is denied the opening, the reasons will be submitted in writing by the Board upon the employee's request.

ARTICLE 10 LAYOFF AND RECALL

A. Nothing in this Agreement shall prevent the Board from reducing its work force when conditions of work load, school attendance, physical condition of premises or economics of the school district dictate. The school district alone shall have the right to determine when and if any of its employees are to be the subject of any layoff, and shall be the sole judge of how long such conditions shall continue. In the handling of any such reduction of work force, the following conditions shall prevail:

1. As used in this Article, the term "layoff" shall mean a reduction in the working force of the school district due to any of the causes mentioned above, or any other comparable cause which would dictate, in the course of sound business management, a reduction in the work force.

2. When reduction of staff is necessary within the group classification, the following shall be the order of layoff:

- a. Substitute employees
- b. Temporary employees
- c. All probationary employees
- d. All part time employees
- e. Full time employees in accordance with seniority within the group classification. The employees may then exercise their seniority rights progressively in his group providing he/she is qualified and can perform the work.
- f. In the case of recall from layoff, the reverse of the above order will be followed.

3. In the event the school district anticipates the layoff of any one or more employees, each employee to be laid off for such an extended period shall receive at least seven (7) calendar days' notice in advance of such layoff. The school district shall be obligated to furnish to the Union a notice of such proposed layoff at the same time notice is given to the affected employee or employees.

B. When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. Within five (5) days after receipt of the recall notice, the employee shall notify the Board of his intention to return to work or he shall be considered to have voluntarily quit his employment. Exceptions may be granted for cause at the discretion of the Board.

ARTICLE 11 UNION SECURITY AND DUES COLLECTION

A. 1. All employees who on the effective date of this Agreement are members of the Union, and all employees who voluntarily become members thereafter, shall as a condition of continued employment, maintain their membership in the Union, except as shown in Section A 3 below, until the termination date of this Agreement, to the extent of paying the monthly dues required as a condition of Union membership.

2. The Union shall furnish the Board with a list of its members in the bargaining unit. Employees hired, rehired, reinstated or transferred into the bargaining unit and who join the Union voluntarily, shall likewise be included on the list.

3. Union dues will be deducted from the pay of members only upon receipt by the Business Office of an "Authorization for Union Dues Deduction" form, signed in the employee's own hand. The authorization for deduction of Union dues may be revoked by an employee in the thirty (30) day period from December 1 to December 31 of any given year by notifying both the Board and the Union.

4. Members of the bargaining unit may not, as a condition of continued employment, be required to hold membership or maintain membership in the Union, except as outlined in A 1 and A 3 above.

5. The Union, its agents, officers and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises as to whether an employee was a member of the Union on a vital date or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted to the grievance procedure.

6. 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 membership or non-membership in the Union.

B. 1. The Union agrees to submit, in writing, to the Board, the amount of monthly dues to be deducted from the pay of each member. Deduction of Union dues will be made from the first pay of each month after receipt of a signed authorization by the individual employee.

2. Within fifteen (15) days of deduction of Union dues, the Board shall transmit the monies to the Local Treasurer. Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay and the amount deducted.

C. If at any time during the duration of this contract, the Union authorizes, causes or engages in or sanctions any strike, or work stoppage of any kind, or pickets, or if there is refusal to perform the duties of employment by any employee or employees, then this Article shall become null and void for the duration of the work stoppage.

D. The Union agrees to indemnify and save the Board, each individual school board member and all administrators harmless against any and all claims that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

E. It is agreed that in the event that an agency shop clause would be found legal, either by a decision of the Courts or by an act of the legislature, both parties, will meet to negotiate a possible change in this Article.

ARTICLE 12 LEAVES OF ABSENCE

A. The Board may grant a leave of absence, without pay, upon receipt of a written request, where good cause is shown, for a period not to exceed thirty (30) days. The leave may be extended or renewed by the Superintendent for additional periods of thirty (30) days for reasons which, in the opinion of the Superintendent are satisfactory. No seniority shall accumulate during the thirty (30) days of the leave or any extension thereafter. An employee who works for another employer during his leave or who gives false reason for leave shall be disciplined up to and including discharge.

B. 1. Members of the Union elected to Union positions or appointed by the Union to perform work which takes them from their employment with the Board shall, at their request, receive a temporary leave of absence up to a period not to exceed one (1) year and said leave shall be renewable for an additional year for like cause. Employees desiring leaves under this Section shall notify the Superintendent at least sixty (60) days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request for such leave. No more than two (2) employees shall be off on leave under this Section at any one time. No seniority shall accumulate during the leave.

2. Leaves of absence for Union business up to one (1) week shall be granted upon receipt of a written notice two (2) weeks prior to the date of the leave requested. No more than two (2) employees shall be off on leave under this Section at any one time.

C. The position of an employee, on leave of absence without pay, will be held open for him for six (6) months; after six months, he will be placed on the top of the re-employment list for his respective classification for an additional eighteen (18) months.

D. 1. The employee who receives a jury duty interview and appearance notice will notify the Superintendent or his designee as soon as possible prior to his appearance date. It is understood and agreed that an employee shall be required to report for work any and all days when he is not sitting as a juror.

2. Employees complying with the above provision may, at their option be compensated at their regular rate of pay for their hours lost while serving on jury duty, plus reasonable travel and clothes change time after turning in their jury duty pay.

E. Employees will be granted maternity leaves, subject to the provisions of Section C above.

F. Time spent by employees in Court under subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be paid to their supervisor who shall in turn deposit said monies with the Business Manager. This Section shall not apply to suits against the Board by or for the employee.

G. Maintenance Employees

1. All regular full time maintenance employees shall be entitled to a combined total of twelve (12) sick and personal leave days each year.

a. A maximum of three (3) of the above days may be used for personal reasons.

b. Un-used sick and personal leave days may be accumulated to a total of twenty (20) days.

c. Earned sick and personal leave may be used for funeral and emergency leaves in the event of a sickness or death in the immediate family. Immediate family shall be defined as: spouse, mother or father, children, sister, brother, grandparents, mother and father-in-law of the employee.

2. Personal leave days with pay may be taken upon the approval of the immediate supervisor. The request must be submitted 48 hours prior to the date of the leave, except in emergency.

3. Sick and personal leave days shall be earned at the rate of one (1) day per month worked. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive sick and personal leave credit for the month.

4. Vacations shall be earned at the rate of one (1) day per month worked. Maximum accumulation to be ten (10) days per fiscal year. Vacations must be taken with the mutual agreement of the immediate supervisor. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive vacation credit for the month.

H. Custodial Employees

1. All regular full time custodial employees shall be entitled to a combined total of seven (7) sick and personal leave days each fiscal year.

a. A maximum of two (2) of the above days may be used for personal business.

b. Un-used sick and personal leave may be accumulated to a total of fifteen (15) days.

c. Earned sick and personal leave may be used for funeral and emergency leaves in the event of a sickness or a death in the immediate family. Immediate family shall be defined as: spouse, mother or father, children, sister, brother, grandparents and mother and father-in-law, of the employee.

2. Personal leave days with pay must be taken upon the approval of the immediate supervisor. The request must be submitted 48 hours prior to the date of the leave except in emergency.

3. Sick and personal leave days shall be earned at the rate of one (1) day per month worked, up to a maximum of seven (7) days per fiscal year. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive sick and personal leave credit for the month.

4. Vacations shall be earned at the rate of one (1) day per month worked. Maximum accumulation to be ten (10) days per year. Vacations must be taken with the mutual agreement of the immediate supervisor. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive vacation credit for the month.

I. Cooks and Bus Drivers

1. All regular full time cooks and bus drivers shall be entitled to ten (10) leave days each fiscal year which may be used for the following purposes:

- a. Employee sickness
- b. Personal reasons
- c. Emergency and funeral leave
- d. Vacation
- e. All unused leave days at the end of the school year may be paid in cash at the employee's average daily wage rate and shall be paid in their last pay in June.

2. Leave days shall be accumulated at the rate of one (1) day per month worked up to a maximum of ten (10) days per fiscal year. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive leave credit for the month.

3. Unused leave days up to a maximum of five (5) days may be carried over to the next school year.

ARTICLE 13 VACATIONS AND HOLIDAYS

A. Maintenance Employees - Holidays

All regular year round maintenance employees shall be entitled to the following holidays with pay:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

In order to be eligible for holiday pay, all employees must be paid for the last full work day scheduled prior to the holiday and the first full work day scheduled after the holiday.

B. Custodians and Cooks - Holidays

All regular custodians and cooks shall be entitled to the following holidays with pay:

1. New Year's Day
2. Memorial Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

In order to be eligible for holiday pay, all employees must be paid for the last full work day scheduled prior to the holiday and the first full work day scheduled after the holiday.

C. Bus Drivers - Holidays

All bus drivers shall be paid for actual days worked, except as otherwise provided in this Agreement.

D. Maintenance and Custodial Employees - Vacations

1. Regular maintenance employees shall be entitled to ten (10) working days paid vacation after completion of one full year of employment. The same applies to custodians.

2. Regular maintenance employees with less than one (1) year's employment shall receive one (1) day paid vacation per month worked, to a maximum of ten (10) days per year. The same applies to custodians.

E. Cooks and Bus Drivers - Vacation

1. Vacations shall be allowed as shown in Article 12, Section I.

F. Vacation dates must be approved in advance by the Board. The Board prefers that vacations be taken at a time when school is not in session.

G. Earned vacation days shall be computed from July 1 to June 30. Vacation days earned in one year must be taken prior to September of the next school year.

H. Vacation schedules and dates will be announced by April 1 of each year.

I. A vacation may not be waived by an employee and extra pay received for work during the period.

J. Vacation pay due custodians shall be added to their final pay in June.

ARTICLE 14 HOURS OF WORK
ALL EMPLOYEES EXCEPT BUS DRIVERS

A. The hours of work for each employee shall be assigned on a regular shift basis as determined by the Board. Employees shall be notified one (1) week in advance of any variance, unless mutually agreed upon by both parties.

B. A one-half (1/2) hour lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department and as close to the middle of the shift as practical. Such lunch hour will not be considered as part of the regularly assigned work day.

C. Employees working an eight (8) hour shift shall be provided two (2) fifteen (15) minute relief periods in each eight (8) hour shift; employees working a seven (7) hour shift shall be provided two (2) ten (10) minute relief periods in each shift; employees working a shift of six (6) hours or less shall be provided one (1) fifteen (15) minute relief period. Relief times shall be assigned by the employees' immediate supervisor. The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically arranged with the immediate supervisor to cover unusual occasions.

D. The statements in this Article shall not be construed as a guarantee of hours per day or week.

E. Time and one-half shall be paid for all time worked over eight (8) hours per day or forty (40) hours per week when approved by the immediate supervisor. For the purpose of this Agreement, time paid shall be considered as time worked.

F. Overtime pay shall not be pyramided.

G. The regular work week shall be Monday through Friday inclusive. Premium pay for Saturdays, Sundays and Holidays will be paid as follows:

Saturdays - time and one-half

Sundays - time and one-half

Holidays - time and one-half in addition to the regular Holiday pay as defined in Article 13.

H. Overtime work shall be distributed equally, in so far as practical, among those employees qualified to do the work available on each occasion. The opportunity to work shall be afforded to the employee who has the least number of overtime hours. Employees who refuse overtime shall be charged the number of hours as though they had accepted the assignment. A record of overtime hours shall be maintained and made available to the Union on request.

Emergency overtime, when necessary to provide essential services, shall be mandatory. Otherwise, overtime shall be on a voluntary basis.

I. If an employee is going to be late, he shall notify his supervisor within one-half (½) hour of his starting time.

BUS DRIVERS

J. The regular hours of bus drivers shall be determined by the bus runs for which they are scheduled.

K. There shall be 180 work days based on 180 student instruction days. Such days shall not be construed to be a maximum or a minimum.

L. Before June 1st of each school year, the Board will furnish each bus driver with a form on which the driver will indicate if he is returning for the next school year. This form must be returned within seven (7) days of receipt by the driver. Failure to return the notice will be deemed a resignation.

M. Bus runs shall be posted at the start of the year and when changes are made, drivers may bid on such runs. Consideration for run assignment will be based on seniority where feasible. In the event the senior driver is denied a given run, reasons for denial will be furnished the affected driver upon request. Transfers for justifiable and legitimate reasons may be made by the Board or upon request of the employee, subject to the provisions above.

N. Bus drivers who intend to return to work and have so indicated as provided in Section L above, must have a physical examination. The medical examination shall be done by a physician licensed in the State of Michigan and at the expense of the bus driver. On or before September 15th, all medical deficiencies must be corrected and the employee must provide a certificate from a physician certifying that he is physically qualified to perform as a bus driver. This is a mandatory requirement for re-employment and employment.

O. 1. Extra curricular runs (field trips, etc.) will be posted three (3) days prior to the need date. Drivers who desire a posted run shall notify the Transportation Supervisor at least twenty-four hours in advance of the run.

2. In the event more than one (1) driver gives such notification, the driver with the least number of extra runs will be given the run. In the event the number of extra runs are identical, seniority shall prevail.

3. Drivers may not bid for extra runs that would interfere with regular bus run assignments.

ARTICLE 15 COMPENSATION

Maintenance Employees

	Start	After 6 mos.	After 1 year	After 2 years
M 1	\$3.00/hr.	\$3.25/hr.	\$3.50/hr.	\$3.75/hr.
M 2	\$3.80/hr.	\$3.90/hr.	\$4.00/hr.	\$4.10/hr.

Any employee moving from the M 1 classification to M 2 classification shall be placed at the starting rate for M 2.

Custodians

	January 1, 1973-June 30, 1973	July 1, 1973-Dec. 31, 1973
Start	\$2.30/hr.	\$2.30/hr.
After 3 mos.	\$2.50/hr.	\$2.50/hr.
After 6 mos.	\$2.75/hr.	\$2.80/hr.

Bus Drivers

	January 1, 1973-June 30, 1973	July 1, 1973-Dec. 31, 1973
0-7.5 miles/run	\$2.35/run	\$2.40/run
7.6-10.0 miles/run	\$2.55/run	\$2.60/run
10.1-13.0 miles/run	\$2.80/run	\$2.85/run
13.1 + miles/run	\$3.15/run	\$3.20/run

Extra curricular runs

Less than three (3) hours	\$ 6.00/run
In town over three (3) hours	\$10.00/run
Long trips, out of town, all day	\$18.00/run

A \$2.50 meal allowance with a maximum of \$5.00/day will be allowed. Where admission to an event is requested, it will be provided.

Cooks

Full time	\$2.59/hr.
Regular part time	\$2.30/hr.

All regular full time employees shall be entitled to:

1. Term life insurance in the amount of \$5,000.00. See Article 16, Section B.
2. Blue Cross-Blue Shield Insurance, 80% of the premium paid by the Board, 20% of the premium paid by the employee. See Article 16, Section A 1.

ARTICLE 16 BLUE CROSS-BLUE SHIELD COVERAGE AND LIFE INSURANCE

A. The Board agrees to provide Blue Cross-Blue Shield coverage Comprehensive Hospital, Semi-Private, Riders D-45 NM, DCCR, IMB, and the MVF-1. Riders DC, OB and ML, plus the Master Medical + N4 under the following conditions:

1. The Board agrees to pay 80% of the premiums and the employee agrees to pay 20% of the premium.
2. Benefits shall include: single subscribers, spouse of employee, and spouse and children of employee.
3. No employee shall be entitled to this benefit if they are already fully covered by health, accident and hospital insurance by another employer or by his or her spouse whose premium is paid by an employer.
4. All benefits under the Blue Cross-Blue Shield Plan shall be limited to those allowed under the present contract between the Board and Blue Cross-Blue Shield.

5. Employees who are members of Blue Cross-Blue Shield group who are on sick leave or summer recess, are allowed, under the Blue-Cross-Blue Shield contract, to maintain their coverage for a period of three (3) months; after the three months they will go on a direct pay basis. During the three (3) month period, it is the employee's responsibility to remit their share (20%) to the Board.

B. The Board agrees to provide fully paid, to each regular full time employee, term life insurance coverage in the amount of \$5,000.00.

1. The employee can designate a beneficiary on this life insurance by completing the appropriate form in the Business Office and in the event no beneficiary is designated, the policy will be payable to the employee's estate.

2. The Board agrees that such life insurance coverage will be continued for an employee who is on a leave of absence without pay for a period up to six (6) months.

ARTICLE 17 MISCELLANEOUS

A. Re-opening Clause

1. This Agreement may be re-opened during its duration by mutual consent of both parties.

2. A request for re-opening must specify the Article(s) and/or Section(s) to be negotiated.

3. It shall not be obligatory on either party, however, to re-open negotiations during the duration of this Agreement.

4. Any amendment or agreement supplement to this Agreement shall not be binding on either party unless executed in writing and signed by both parties hereto.

B. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established or to be established governmental administrative board, such invalidation shall not affect the remaining portions of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Sections or portion thereof.

C. Conditions not specifically covered by the terms of this Agreement shall be maintained at their present level or higher for the duration of this Agreement.

D. When schools are closed due to natural causes, Acts of God, maintenance employees are expected to report for duty. All other employees, except custodians, covered by this Agreement, will not be expected to report for duty and will not be paid. Custodians will be paid for these days and may be called in to work. School closing information will be carried on Flint radio stations.

E. The mandatory retirement age shall be sixty-five (65) years. After sixty-five (65) years of age, an employee may apply for employment on a day-to-day basis. The extension beyond sixty-five (65) years of age may be granted only when a suitable replacement for the employee cannot be found.

F. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness for injury that requires an employee to be absent from work for three (3) consecutive days or after six (6) separate absences in any fiscal year.

G. Nothing in this Agreement shall limit in any way the right of supervisors and/or work leaders to perform emergency bargaining unit work, providing it does not deprive bargaining unit employees of an opportunity to work.

H. Resignations not withdrawn subsequent to their effective date automatically forfeit all accrued rights and in the event less than fourteen (14) days notice all benefits. In the event of re-employment, such employee shall be considered as a new employee.

I. The Board shall, as directed under State Law, have its employees covered under Workmen's Compensation Laws for job related injuries.

J. New work rules, or proposed changes in existing work rules, shall be posted on bulletin boards at least fourteen (14) days prior to their effective date. Any unresolved complaint as to the reasonableness of any new or existing rule, or complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure. The Union may request a conference on a change in an existing work rule or a new work rule, said conference to be held within the fourteen (14) day period.

K. Time lost by any unauthorized absences from duty will result in proportionate salary reduction.

L. In order to provide continuing health protection for students, it shall be the policy of the Board that:

1. Upon initial employment, each employee will be required to have a physical examination certifying that the individual is capable of carrying out his particular assignment. This physical examination shall be done by a physician licensed in the State of Michigan, and at the expense of the individual employee.

2. All Employees must have an annual tuberculin skin test or chest X-ray. A certificate of freedom from tuberculosis must be filed with the Superintendent's office prior to the opening of the school year or not later than thirty (30) days after the first day of school for students, exceptions may be made for extenuating circumstances. The Board will furnish the tuberculin skin test at the start of the school year. If an X-ray is required of the employee, it shall be done at the employee's expense. Failure to file said certificate by thirty (30) days after the first day of school for students will result in withholding pay until such filing has been completed.

ARTICLE 18 WAIVER CLAUSE

A. The parties acknowledge that during the negotiations which resulted in this Agreement each had 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board 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 referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 19 DURATION OF AGREEMENT

A. This Agreement shall be effective upon the date of its execution by the parties, being the day and year first above written, and shall continue in effect until the last day of December, 1973, and from year to year thereafter, unless either party shall notify the other, in writing at least ninety (90) days prior to its initial expiration date, or any anniversary thereafter, that such party desires to terminate this Agreement. In the event that such notice is given, negotiations shall begin not less than sixty days prior to the expiration or anniversary date.

B. In the event that either party desires to modify but not to terminate this Agreement, it shall serve notice thereof on the other party, in writing, at least ninety (90) days prior to said expiration or anniversary date, and negotiations shall begin not later than sixty (60) days prior to the expiration or anniversary date. In such case, this Agreement, in the absence of a termination notice by the other party under this section, shall remain in full force and effect after its expiration date during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth below.

C. At any time during negotiations occurring after the expiration date under either of the preceding sub-sections, either party may terminate this Agreement by giving the other party written notice thereof not less than thirty (30) days prior to the desired termination date, which notice shall not be given before the expiration or anniversary date set forth above.

D. This Agreement may be extended by mutual agreement on a day-to-day basis after termination.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS 12th DAY OF March, 1973.

BENTLEY COMMUNITY SCHOOLS

COUNCIL #29, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO

Donald H. Beechway
Wesley L. Hawks

Jack R. Johnson
James M. Beath