

11/30/92

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

A G R E E M E N T

Between

BRIDGEPORT-SPAULDING BOARD OF EDUCATION

And

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC**

1989-90
92

Unit A

Bus Mechanics
Cafeteria
Custodians
Mechanical Maintenance
Shipping & Receiving
Teachers' Aides

Unit B

Secretaries

Unit C

Bus Drivers
Dispatcher
Drivers' Aides

Bridgeport-Spauldning Community Schools

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A G R E E M E N T

THIS AGREEMENT, entered into this 11th day of December, 1989, between the Board of Education, Bridgeport, Michigan, hereinafter called the "Board," or "Employer," and the United Steelworkers of America, AFL-CIO-CLC, hereinafter called the "Union."

ARTICLE 1 Recognition

Section 1.1: Bargaining Unit - The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the following employees:

<u>Unit A</u>	<u>Unit B</u>	<u>Unit C</u>
Bus Mechanics	Secretaries	Bus Drivers
Cafeteria		Dispatcher
Custodians		Drivers' Aides
Mechanical Maintenance		
Shipping & Receiving		
Teachers' Aides		

of the Bridgeport-Spaulling Community Schools, excluding supervisory, confidential secretaries and/or administrative personnel.

The term "Employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

Section 1.2: Exclusive Agent - The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than 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 and procedures of this Agreement.

Section 1.3: No Discrimination - It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex. The representatives of the

Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

ARTICLE 2
Union Security & Deductions

Section 2.1: Union Membership Present Members - Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 2.2: Union Membership New Employees - Any employee who, on the effective date of this Agreement, is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- (a) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 2.2, and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization fee equal to the monthly Union dues on a form furnished by said Union.
- (b) In the event an employee refuses to comply with Section 2.2 or 2.2(a) he shall be subject to discharge only after official notice from the International Union.

Section 2.3: Check Off - The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2.2 and 2.2(a), the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the first and second pay each month.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the employer agrees promptly to remit to the International Treasurer of the Union, at such address as he/she designates, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon certified lists furnished to the Employer by the Union or on the authorization cards submitted to it by any individual employee, or for the purpose of complying with any of the provisions of Section 2.3 of this Article.

Section 2.4: Notice to Union of New Employees - The Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing an authorization card rests with the newly hired employee and the Local Union.

Section 2.5: Miscellaneous Deductions - Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, Union dues or service fees, United Fund, current annuities, insurance programs, or any other plans or programs approved by the Board, so long as appropriate capacity is available on the computer.

ARTICLE 3 Rights of the Union

Section 3.1: Mediation - The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, pursuant to the provision of the Agreement.

Section 3.2: Use of Facilities - The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Business Manager. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail and other

established media of communication shall be made available to the Union and its members provided it does not interfere with the orderly conduct of the school business.

Section 3.3: Furnishing Information - Upon written request by the Union the following reports will be made available:

- (1) The Annual Financial Report for the year ending as of June 30th after completion of the audit is presented for adoption by the Board.
- (2) Copies of the budget.
- (3) List of all personnel within the bargaining unit including their salary and years of seniority in the system, and any other pertinent information reasonably available.

Section 3.4: Release of Negotiators - Provisions will be made for the release from work assignments of all members of the Union's negotiating team if negotiations are held within their normal working hours.

Section 3.5: Pay Continuation - Employees granted release for Union business, after proper written notice to the Board from the Union President, will continue to receive their regular pay for the hours of their normal work schedules that they miss due to such business. The Union will repay to the Board that amount within thirty (30) days of receipt of an itemized billing from the Board.

ARTICLE 4

Rights of the Board of Education

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5

No Oral Agreements

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral

agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE 6
Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This provision shall not bar the Union from presenting problems to the Board and proposing solutions.

ARTICLE 7
Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 8
General Conditions

Section 8.1: Printing of Agreement - The Board agrees that it will have this Agreement printed with a suitable number of copies for distribution to all Union members.

Section 8.2: Supervisors Not to Displace Employees - The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit.

ARTICLE 9
No Strike or Lockout

The Union and the Board recognize that strikes, lockouts and other forms of work stoppage by employees or the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union and the Board, therefore, agree that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for disciplinary action.

ARTICLE 10
Legal Assistance

If any legal action is brought against an employee by reason of any school involvement the Board will provide such legal counsel and all necessary assistance to the employee in his defense as is permitted by law, if the employee was acting in accordance with school policies. Time lost by an employee in connection with any incident mentioned in this Article shall be fully compensated, if the employee was acting in accordance with Board and school policies.

ARTICLE 11
Grievance Procedure

Section 11.1: Definition - A grievance shall mean a complaint by a party in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.

As used in this Article, the term "party" may mean a group having the same grievance, or the Union.

Section 11.2: Furnishing Grievance Information - The Board agrees to furnish pertinent information that is germane to a grievance, properly filed, when it has such information reasonably available and such information is not readily obtainable by the Union representative.

Section 11.3: Procedure, Step 1, Verbal - The party who feels that he has a grievance should first take the matter up verbally with the supervisor within ten (10) working days following the act or condition which is the basis of his grievance, who will attempt to resolve it with him.

Section 11.4: Procedure, Step 2, Written - If this fails to resolve the grievance within ten (10) working days of the act or condition which is the basis of his grievance, the grievance may be reduced to writing and submitted to the supervisor. The grievance will specify the section he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.

Within ten (10) working days of receipt of the written grievance, or longer if mutually agreed to, the supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. The conference will include the grievant and a union representative if requested by the grievant.

Within ten (10) working days, or longer if mutually agreed to, the supervisor shall answer the grievance in writing.

Section 11.5: Procedure, Step 3, Appeal to Superintendent - If this fails to resolve the grievance, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within ten (10) working days from the date of receipt of the supervisor's decision.

Within ten (10) working days of receipt of the appeal, the Superintendent or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference may include local and international union representatives.

Within ten (10) working days, after the conference of 11.5, or longer if mutually agreed to, the Superintendent or his designated representative shall answer such grievance in writing.

Section 11.6: Scheduling Conferences - At all preceding steps in the procedure, the conferences shall be scheduled at a time when there is not disruption of normal scheduled routine and duties, and employees shall be paid for such time if it falls within their regular scheduled hours.

Section 11.7: Procedure, Step 4, Arbitration - If this fails to resolve the grievance, the matter may then be referred to final and binding arbitration by either the Union or the Employer, within ten (10) working days from the Superintendent's answer in 11.5. The arbitrator will be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

Section 11.8: Limits on Arbitration - This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the

arbitrator(s) in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, have no authority, nor shall the arbitrator consider their function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in their opinion such decision is fair or equitable or because in their opinion it is unfair or inequitable.

Section 11.9: Test of Arbitrability - If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.

Section 11.10: Separate Arbitrator - Unless expressly agreed to by the parties in writing, the arbitrator shall be limited to hearing one grievance including its arbitrability at any one hearing upon its merits. A separate arbitrator shall be selected for each issue appealed to arbitration.

Section 11.11: Payment of Fees - The fees and expenses of the arbitrator, cost of transcript (if one is requested by the arbitrator), hearing room shall be borne by the loser as evidenced by the decision of the arbitrator; all other expenses shall be paid by the party incurring them.

ARTICLE 12 Seniority

Section 12.1: Seniority Date - Upon completion of a probationary period, each employee shall have seniority

within one or more of the occupational groups as of the date such employee commenced work within that occupational group and accumulating from that date so long as it is not lost through any other provision of this Agreement. The following non-interchangeable occupational groups are agreed to:

Bus Drivers	Bus Mechanics
Cafeteria	Custodians
Dispatcher	Drivers' Aides
Mechanical Maintenance	Secretaries
Shipping and Receiving	Teachers' Aides

Section 12.2: Probationary Period - New employees shall be on probation during the first ninety (90) calendar days (excluding the summer period for those classifications that are not scheduled to work) during which period they have no seniority and may be discharged by the Board without assigning any cause therefore. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.

Probationary period for Substitutes - Substitutes who are hired as new employees will be credited with forty-five (45) days of their probation period if they have worked at least sixty (60) days as a substitute.

Section 12.3: Termination of Seniority - Any employee's seniority shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting
- (b) Discharge for cause
- (c) Retirement
- (d) Employees who accept positions outside of the bargaining unit if that position is held for six months.
- (e) Laid off for a period in excess of two (2) continuous years
- (f) Failure to report to work after recall from a lay off.

Section 12.4: Seniority List - An up-to-date seniority list of all employees who have completed their probationary period shall be provided the Union, upon written request to the Personnel Department, within ten (10) working days of such request, not more often than every six (6) months.

In the circumstances of more than one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Employees so affected will be notified in writing of the date, place and time of the drawing.

Section 12.5: Notice of Force Reduction - In the event of a force reduction, or a permanent reduction in an employee's hours of work, the Board will give the employees at least seven (7) working days' advance notice.

Section 12.6: Force Reductions - When it is necessary to reduce personnel, employees shall be laid off in reverse order of their seniority by non-interchangeable occupational groups provided the remaining employees can do the available work. When it is necessary to reduce personnel, employees with seniority, displaced from their jobs or not awarded a job through the posting procedure, will be offered substitute work before non-seniority personnel are utilized, provided the employee has notified the Personnel Office in writing of their desire to do substitute work.

Section 12.7: Reduction in Hours - When it is necessary to reduce the regular scheduled hours of a job in excess of forty-five (45) minutes for Teacher Aides and fifteen (15) minutes for Food Service Employees, the employee on the affected job may use his seniority to displace a lesser seniored employee in the same classification if it results in the same or greater number of hours than the assignment which was reduced. Exception: This provision does not apply to Bus Drivers and Driver Aides.

Section 12.8: Force Increase - When forces are increased, and before new employees are hired, previously laid off employees with seniority shall be recalled in order of their seniority provided that they have the ability to do the available work.

Section 12.9: Union Security Seniority - The following employees shall carry top seniority for lay off purposes only as long as there is work they can perform and in which case, they shall be the last employee to be laid off and the first to return, unless they elect to resign prior to the lay off: One committeeperson in each occupational group.

Section 12.10: Promotions - Promotion is defined as a change to a higher rated job classification, or to more scheduled hours within the same classification. Employees desiring to be considered for a promotion shall be given the opportunity to bid for such job whenever a vacancy occurs.

When employees have equal qualifications and abilities to perform the work, the employee with the longest continuous time in the bargaining unit shall be given preference.

Section 12.11: Job Postings - All job postings shall be posted on designated bulletin boards in each building for a period of five (5) days. A copy of such posting will be provided to the local union president. Employees desiring to be considered shall return to the Personnel Office a written application for such job by the end of the fifth

(5th) day. Employees who are not working during the summer may, in writing, notify the Personnel Office of their desire to be considered for job openings. Upon such notification they will be considered as signers on such postings. Exception: This provision does not apply to Bus Driver and Driver Aides.

Section 12.12: Trial Period - Employees who are promoted shall be given a thirty (30) day trial period in the higher rated job to establish that they are capable of satisfactorily performing those job duties. This trial period shall include on-the-job training. If the employee is not capable of satisfactorily performing those job duties, they shall be returned to their previous job.

Section 12.13: Transfer to Different Groups - Employees transferred by promotion to a different non-interchangeable group shall commence accruing seniority in the new group from the date of transfer. Those employees shall also continue to accrue seniority for purposes of lay off and recall in their original non-interchangeable group.

Section 12.14: Shift Preference - Employees desiring to be transferred to a different shift and been granted such shift change may not apply for another shift transfer for a period of six (6) months. Such transfer shall be granted on the basis of seniority whenever a vacancy in his classification exists on the desired shift. Such transfer may be denied only if the unique abilities of the employee are necessary for efficient operation. Exception: This provision does not apply to Bus Drivers and Driver Aides.

Section 12.15: Transfers Between Buildings - Whenever a vacancy occurs and an employee from another building in the same classification desires a transfer, the employee may request such transfer by filling out an application and stating their reasons for such a request. If the employee is not granted a transfer, they will be provided a written reason by the Administration.

ARTICLE 13 Vacations

NOTE: Vacation language in this Article 13 applies to Units A and B with numerical values which apply to Unit B occurring in brackets [].

Section 13.1: Up to One Year's Seniority - Forty (40) [thirty-seven and one-half (37-1/2)] hours vacation with pay at each employee's rate of pay on June 30, not including any premium pay, will be granted to each employee who works a regular work week of forty (40) [thirty-seven and one-half (37-1/2)] hours in addition to begin scheduled the full

twelve (12) months and is covered by this Agreement, who had one (1) year's seniority as of June 30, provided he has worked eighteen hundred (1,800) [sixteen hundred (1,600)] hours ending with the last complete pay period ending during the work week in which June 30 occurs.

Any employee having seniority on June 30, but not having a full year's seniority and who qualifies in accordance with Section 1 above shall receive a prorated week's pay in a proportion with the number of hours actually worked to eighteen hundred (1,800) [sixteen hundred (1,600)] hours.

For the purpose of computing vacation time in any given year, the Board shall include within the eighteen hundred (1,800) [sixteen hundred (1,600)] computable hours all vacation, holiday and sick leave time for which pay was received by the employee.

Section 13.2: Two Through Four Years' Seniority - Subject to the above conditions, employees having two (2) or more years' seniority on June 30 shall receive eighty (80) [seventy-five (75)] hours vacation with pay in accordance with the above provisions. Those employees not having a full two (2) years' seniority shall receive a prorated vacation with pay in a proportion with the number of days employed over one (1) year.

Section 13.3: Five Through Seven Years' Seniority - Subject to the above conditions, employees having five (5) or more years' seniority on June 30 shall receive one hundred twenty (120) [one hundred twelve and one-half (112-1/2)] hours vacation with pay. Those employees not having a full five (5) years' seniority shall receive a prorated vacation with pay in a proportion with the number of days employed over four (4) years.

Section 13.4: Eight Through Twenty and Above Years' Seniority - The amounts of seniority indicated below on June 30 shall receive the number of hours vacation with pay as indicated:

	<u>Unit A</u>	<u>Unit B</u>
8 through 10 years' seniority	128 hours	120 hours
11 through 13 years' seniority	136 hours	127-1/2 hrs.
14 through 16 years' seniority	144 hours	135 hours
17 through 19 years' seniority	152 hours	142-1/2 hrs.
20 and above years' seniority	160 hours	150 hours

Section 13.5: Vacation vs. Termination/Lay Off - Employees who qualify in accordance with the conditions above, except (a) who terminate their employment prior to June 30 by quitting employment in the Bridgeport-Spaulding School District and who give two (2) weeks' notice to the Employer, or (b) who are laid off, shall receive vacation pay in

accordance with the above schedule by having such pay prorated as to the actual number of hours worked against eighteen hundred (1,800) [sixteen hundred (1,600)] hours.

Employees who qualify in accordance with the conditions above, who have been laid off and are subsequently called back to work, shall receive vacation pay in accordance with the above schedule by having such pay prorated as to the actual number of hours worked against eighteen hundred (1,800) [sixteen hundred (1,600)] hours less any vacation pay previously received.

Section 13.6: Vacation Schedule in Excess of Eighty (80) [Seventy-Five (75)] Hours - Employees who have qualified for more than eighty (80) [seventy-five (75)] hours vacation will be allowed to take it at any time when it does not interfere with the normal school business, except that it is understood that custodians [secretaries] shall not be allowed to take the third week one week prior to the start of school, during Christmas or spring vacation, unless mutually agreed between the parties.

Section 13.7: Vacation Computation for School Year to Full Year - Full time (six (6) hours or more per day) school year employees who are transferred to a full year position shall be eligible to receive one (1) month credit toward computation of vacation time for each month in which the employee worked ninety (90) hours.

ARTICLE 14 Working Conditions

Section 14.1: Safety

- A. The Board shall provide a place of employment that is reasonably free from physical and health hazards.
- B. A copy of any reports on health or safety hazards shall be made available to the Union's representative whenever it is filed or resolved.
- C. The Board shall be responsible for providing transportation for employees injured and who need transportation to appropriate medical facilities.
- D. An employee injured on the job who is removed to a medical facility shall receive pay for his regularly scheduled hours provided he is unable to return to work for that day.

Section 14.2: Work Day - Employees are expected to work a normal eight (8) [seven and one-half (7-1/2)] hour shift per day scheduled Monday through Friday. The regular work week

will be forty (40) [thirty-seven and one-half (37-1/2)] hours. NOTE: The provisions of 14.2 do not constitute a guarantee of work.

Employees assigned a regular work week, as defined above, will be provided two (2) fifteen (15) minute breaks each day.

Employees who work four (4) hours but less than seven and one-half (7-1/2) hours per day will be provided one (1) fifteen (15) minute paid break each day.

Employees who work six (6) or more hours per day will be provided a one-half (1/2) hour unpaid lunch period as close to midway in each shift as practical. Each unpaid lunch period shall be continuous and uninterrupted. Employees may leave school property during their unpaid lunch period.

Employees whose services are required during their lunch period will be paid for the lunch period.

Employees not required to work during their lunch period may, at the employee's option, combine their two (2) fifteen (15) minute breaks and take a one-half (1/2) hour paid lunch period that will be continuous and uninterrupted.

Section 14.3: Shift Premium - No shift premium will be paid on the 1st shift. A premium of 5% of base rate shall be paid for all hours worked on the 2nd shift. A premium of 8% of base rate shall be paid for all hours worked on the 3rd shift. Any shift starting between 6:00 a.m. and 1:00 p.m. will be considered as the 1st shift; any between 1:00 p.m. and 8:00 p.m. as a 2nd shift; and any after 8:00 p.m. as 3rd shift.

Section 14.4: Call-In Pay - Employees who are called in to work shall receive a minimum of two (2) hours' pay in accordance with the overtime provisions of this Agreement.

Section 14.5: Work Schedule - There will be no shift rotation. This shall not prohibit the reassignment of employees where it is necessary for them to perform their assignment duties.

Section 14.6: Temporary Jobs (Units A and B) - Temporary jobs are defined as vacancies or openings lasting less than ninety (90) calendar days. Temporary transfers within a group may be made for up to such periods. Such temporary transfers do not have to be made on the basis of seniority.

Employees taking the place of persons on sick leave may be kept on that job until the absent employee return from sick leave.

Section 14.7: Temporary Jobs (Unit C) - Routes of employees on sick leave (paid and unpaid) shall not be considered vacated until such employee has been on sick leave in excess of ninety (90) calendar days, but will be filled temporarily until the driver on leave returns to that route. Upon return from sick leave of over ninety (90) days that employee shall exercise seniority to replace the least senior Driver. The parties may mutually agree to extend the ninety (90) day period.

Section 14.8: Temporary Assignment - When an employee is temporarily required to fill a classification paying a higher rate of pay for one full shift or more the employee shall receive the higher rate, but if required to temporarily fill a classification paying a lower rate of pay, his rate shall be at the higher rate. When an employee is required because of reduction in number of people or other noted reasons, to fill a classification for more than five (5) work days at a rate lower than his regular rate, such employee shall commence receiving the lower rate on the Monday following the fifth (5th) day of work due to such reduction in forces.

Section 14.9: Overtime (Units A and B) - Time and one-half shall be paid for all overtime in excess of forty (40) hours in one week or eight (8) hours in a twenty-four (24) hour period except that cafeteria employees shall be paid time and one-half for all hours over seven and one-half (7-1/2) in a twenty-four (24) hour period. Time and one-half shall be paid for all Saturday work. Double time shall be awarded for all hours worked on Sundays and holidays.

A fair distribution of overtime by building will be allocated to perform the work most efficiently and to afford all employees a fair portion of the overtime within classification whenever practicable. A list of overtime hours will be maintained.

Section 14.10: Overtime (Unit C) - Time and one-half shall be paid for all overtime in excess of forty (40) hours in one week. Double time shall be paid for all Sundays and holidays.

Section 14.11: Filling Kitchen Vacancies - Employees scheduled less than seven and one-half (7-1/2) hours per day desiring extra work filling jobs with more hours shall file an application with the Director of Food Service on forms to be provided by the Board. Such application shall be filed within the first five (5) work days of the school year. An employee who fails to file such application within that specified time period shall be charged (recorded) as having worked with the highest number of paid hours which then is recorded for any employee on the Extra Work Board.

Section 14.12: EXTRA WORK BOARD - The names of employees applying in writing for such extra work shall be arranged on the Extra Work Board in the order of their seniority after the application period. The initial vacancy occurring will be filled on the basis of seniority. Thereafter, efforts will be made to provide a fair distribution of extra work by allowing the employee with the least charged hours to fill the vacancy, giving consideration to overtime requirements.

All hours worked or refused shall be posted on the Extra Work Board, "R" = refused; "S" = sick; "NA" = no answer. Such posting will reflect all paid hours. The Union committee will review periodically.

Employees who refuse two (2) consecutive calls without a reasonable excuse may be removed from the Extra Work Board for that year.

Employees assigned under the provisions of this Section shall remain in that position until the absent employee returns.

Any employee working on a job in accordance with the above provisions who works for ten (10) consecutive days and otherwise qualifies for holiday pay provisions shall receive holiday pay at the higher rate.

Section 14.13: Mileage - Employees who are required to use their automobiles in the performance of their work duties will be reimbursed at the rate of twenty cents (.20) per mile.

ARTICLE 15 Discipline

Section 15.1: Notice of Discharge - In the event a member of the unit shall be discharged from his employment from and after the date hereof, such discharge shall constitute a case arising under the method of adjustment of grievances as herein provided. The Union will be immediately notified, in writing, of such discharge.

Section 15.2: Time Limit to Grieve - In all cases of discharge, a grievance, if any, must be filed in writing within ten (10) working days of the receipt of the notice of discharge provided in 15.1 above.

Section 15.3: Presence of Union Representative at Disciplinary Meeting - Any employee or group of employees who are called in to any office for the purpose of discipline may request the presence of the Chairperson of the Grievance Committee or other committeeperson and such

request shall not be denied by the Board. Employees will not normally be disciplined or given any reprimand in the presence of students or employees (excluding Grievance Committee members).

Section 15.4: Limitation on Discipline - Should the need for discipline arise, the Board agrees that the intent of the discipline will be to correct the employee. In determining discipline, the Board shall not consider any past infractions over one (1) year previous to the penalty.

Section 15.5: Copies of Reports - Employees shall be given a copy of any evaluation and reports of disciplinary action that are to become a permanent part of their employment file.

Section 15.6: Review of Personal File - Employees requesting a review of their personal file may also request that their Union Steward be present.

ARTICLE 16 Leaves of Absence

Section 16.1: Personal Leaves (Units A and B) - Requests for leave of absence for personal reason shall be made in writing to the Superintendent of Schools or his representatives for approval or denial for just cause. If the employee should return within a one (1) year period, a comparable position will be offered, if available, but in any case with no loss of service credit, and the employee shall be placed on the same step of the salary schedule which the employee previously held.

Section 16.2: Personal Leaves (Unit C) - Requests for leave of absence for personal reasons shall be made in writing to the Superintendent of Schools or his representative for approval or denial for just cause. The route of drivers granted a leave for over four (4) weeks or less duration shall not be considered as vacated but will be filled temporarily. The route of drivers granted a leave for over four (4) weeks shall be considered vacated and posted for bidding and when that driver on leave returns they will exercise seniority to replace the least senior driver or will serve as top sub as determined by the administration. Leaves of absence for personal reasons shall not be granted for periods in excess of one (1) year.

Section 16.3: Paid Sick Leave - Each employee shall be allowed sick leave for personal illness as follows: One (1) day of paid sick leave for each month the employee received pay during the year. Unused days of sick leave shall be accumulative to one hundred forty-four (144) working days.

Accumulation of sick leave will not begin until the ninety (90) calendar day probationary period has expired.

Section 16.4: Sick Leave Merit - Employees who have been employed in the Bridgeport-Spaulding Community School District for fifteen (15) or more years shall receive ten dollars (\$10) for each accumulated day in their sick bank in excess of ninety (90) when employment is mutually terminated. For the purpose of this section, all part-time employees' sick leave days shall be adjusted to a seven and one half (7-1/2) hour day.

Section 16.5: Unpaid Sick Leave (Units A and B) - Any employee whose personal illness extends beyond the period which compensation is received shall be granted such additional leave of absence, without pay, as is necessary for a complete recovery from such illness. Except for work-related injury or work-related illness, no leave of absence shall exceed the seniority accumulated at the time of commencement of the leave. Upon return from leave the employee shall be assigned to a like position, if available. A person requesting such leave shall submit satisfactory evidence of illness.

Section 16.6: Unpaid Sick Leave (Unit C) - Any employee whose personal illness extends beyond the period which compensation is received shall be granted such additional leave of absence, without pay, as is necessary for a complete recovery from such illness. Except for work-related injury or work-related illness, no leave of absence shall exceed the seniority accumulated at the time of commencement of the leave. A person requesting such leave shall submit satisfactory evidence of illness.

Section 16.7: Sick Leave Review Board (Units A and B) - Any employee having exceeded his accumulated sick leave days may request additional days; the request should be made in writing to the Sick Leave Review Board. This Board shall consist of two (2) representatives of the Board of Education and two (2) representatives appointed by the Executive Board of the Union. The Sick Leave Review Board shall have the right to grant or suspend additional sick leaves and shall notify the applicant of its decision in writing. Any extension shall be by a majority decision of the Sick Leave Review Board for a period not to exceed two (2) weeks at one time.

The Sick Leave Reserve will remain intact during an officially granted leave of absence.

Section 16.8: Emergency Leaves - Sick leave days may be utilized for emergency leaves up to twelve (12) days per year and ten (10) days per year for twelve month and ten month employees, respectively, for the following reasons:

- (a) Illness in the immediate family which shall

include mother, father, husband, wife, child and others living in the employee's immediate household.

- (b) Bereavement leave to include those in the immediate family (as above), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, and grandchildren.
- (c) Any seniority regular full time employee subject to this Agreement who, while actively working, shall suffer death in his immediate family (as defined in Section 16.7(a) of this Article) shall be granted a leave of absence with basic pay at the daily straight time rate for any regularly scheduled working days when he is required to be absent to discharge specific obligations placed upon him by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding three (3) working days. The Board may require written application for such leave as well as proof of death and relationship to the deceased, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article.
- (d) Additional days may be granted by the Superintendent or his representative in cases of emergency, accident, or other extenuating circumstances.

Section 16.9: Military Leave (Units A and B) - Military leave shall be subject to conditions as established by Federal and State laws or the action of the Board of Education. Any regular employee who may be conscripted for service or be recalled to active duty shall be reinstated to his old position or to a position of equal importance with full credit for the time spent in the service. Such return shall be by written request within ninety (90) days after release and such reinstatement shall be made at the earliest possible time.

Section 16.10: Conference Leaves (Units A and B) - Upon advance notice to the Administration, leave of absences, without pay, for a period not to exceed thirty (30) days will be granted to employees to attend Union conferences and conventions, provided such leaves do not unduly interfere with the Employer's operation.

Section 16.11: Seniority on Leaves - Time on leaves of absence shall count as time worked for purposes of seniority except in Section 16.12 below.

Section 16.12: Union Leave - The Board shall grant, without pay, a leave of absence with no accrual of seniority, for a one (1) year period upon the application of any employee who accepts a position with the Local Union, International Union, federated union bodies; upon returning to work, such employees must be able to perform the work of the job classification to which he is returning; or if that job classification has been eliminated, to such other job as he might be capable of performing and to which he might be entitled by reason of his seniority. In connection with this, the Board may require a physical examination provided they pay for same. Such leave may be renewed on a yearly basis.

ARTICLE 17
Business Days

Section 17.1: Business Day - One (1) day per year shall be provided each member of the Union other than a part-time employee, each year for legal, household or family matters which require absences during the school day. Hunting, fishing, recreation, vacations, and social matters are not considered proper uses of this Article.

Section 17.2: Application for such leave shall state the reason for taking such leave.

In the event that the nature of the request requires strict confidentiality, the employee may apply for the leave using as a reason "personal reasons." However, a specific purpose of the leave will normally be communicated to the employee's immediate supervisor, or by notification to the supervisor, may be taken directly to the Assistant Superintendent for Personnel.

Section 17.3: A business day leave may be denied the day before and/or after a school holiday.

Section 17.4: Business days may not be accumulated.

Section 17.5: Business days will be granted provided satisfactory replacement can be obtained.

ARTICLE 18
Jury Duty

An employee with six (6) months' seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages (excluding night-shift premium) the employee otherwise would have earned by working during straight time hours for the Board on that day and the daily jury duty fee paid by the Court

(not including travel allowances or reimbursement of expenses) for each day for which he reports or performs jury duty and on which he otherwise would have been scheduled to work for the Board.

The obligation of the Board to pay the employee for jury duty is limited to a maximum of sixty (60) days of any calendar year.

In order to receive payment, the employee must give the Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 19 Board Contributions

Section 19.1: Sick Leave - The Board shall pay its share of all insurance contributions for a period of one (1) month for each ten (10) days or fraction thereof of accumulated paid sick leave in the employee's individual account the day the employee commences such sick leave, not to exceed one (1) year, nor be less than two (2) months. Such period shall begin at the termination of paid sick leave for the purpose of this Article. All time limits shall be computed as though the employee had received pay for all sick leave accumulated from the time the employee went on sick leave.

Section 19.2: Worker's Compensation - When an employee is off the job as a result of an injury qualifying for Worker's Compensation, the Employer agrees to pay its insurance contributions not to exceed six (6) months, and the employee shall maintain his seniority during this period of absence.

All Worker's Compensation benefits will be coordinated with sick leave benefits unless the employee chooses to preserve his/her sick leave bank.

ARTICLE 20 Snow Days

Section 20.1: Employees will be provided an opportunity to recover lost wages as a result of school closings caused by "Acts of God" upon written request of the employee.

ARTICLE 21

Wages

Section 21.1: Wages - Effective December 1, 1989, and for the duration of this contract, all classifications shall be increased by five percent (5%).

<u>POSITIONS</u>	Effective
	12-1-89 1989-90
Custodian	10.04
Custodial Chief	11.10
Receiving and Delivery	11.10
Mechanical Maintenance	11.70
Bus Mechanic	11.70
Head Cook	7.25
Head Baker	6.48
General Kitchen Help	6.21
Food Delivery	6.21
Teacher Aide	7.61
Secretary	8.39
Secretary Clerk	9.56
Secretary Specialist	10.17
Technician	10.17
Bus Driver	10.11
Bus Aides	7.02
Dispatcher	10.11

Section 21.2: Wage Progression

85% for first 90 days
90% for next 90 days
100% after six months

Section 21.3: Longevity

After 10 years of service 4% above maximum regular salary.
After 15 years of service 6% above maximum regular salary.
After 20 years of service 8% above maximum regular salary.
After 25 years of service 10% above maximum regular salary.

Section 21.4: Rate Establishment and Adjustment (Units A and B) - When a wage rate for a new job or a new wage rate is adopted, the Union or any member of the Union affected may at any time within thirty (30) working days (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If the grievance is submitted to arbitration the decision shall be effective as of the date when the employee was assigned to the new wage rate or new job.

Section 21.5: Work Periods (Unit C) - The initial period of work assigned to employees will be a minimum of two (2) consecutive hours. In the event the employee, after completing their initial period of work, is scheduled or required to return for one (1) or more additional periods of work, these periods shall also be for a minimum of two (2) consecutive hours each. This does not apply to field trips.

Time Segments - Wages shall be computed in segments of one (1) minute.

ARTICLE 22 Fringe Benefits

Section 22.1: Eligibility - To be eligible for Board-paid benefits the employee must:

- (1) Be employed on a regular basis for either the school year or the full year, and
- (2) Regularly scheduled to work thirty (30) hours or more per week, except for life insurance benefit (see Section 22.7).
- (3) Have obtained seniority.

Section 22.2: Duplication of Benefits - There will not be any duplication of benefits for health insurance, dental insurance (i.e. husband and wife both working for the District).

Section 22.3: Changes in Family Status - Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. An employee census will be taken annually. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this requirement up to the time of the next census, not to exceed one year.

Section 22.4: Policy Administration - Within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder, eligible employees, upon submission of a written application, shall be provided the fringe benefits as outlined below; however, it is understood that the provisions of the policy supersede and govern all obligations of the employer.

Section 22.5: Health Insurance

The Board of Education shall provide Comprehensive Hospital Care Certificate Semi-Private MVF1 with Master Medical 100/200 deductible 80/20 co-pay and \$2.00 co-pay Prescription Drug Rider including prevent and second surgical opinion riders, in the following categories:

Single Subscriber
Two Person Subscriber
Full Family Subscriber

The following classifications (Teacher Aides, Driver Aides, Food Delivery), shall be provided Single Subscriber only, for those months in which they work and scheduled thirty or more hours per week.

Section 22.6: Dental Insurance - Ineligible classifications:

Teacher Aides Bus Drivers Driver Aides Food Delivery

The dental insurance package will include the following:

Class I 50% co-pay the first year of coverage with a once-in-a-lifetime deductible of \$25 per individual. The co-pay will increase each year by 10% up to a maximum of 100% as long as the maintenance program outlined by the dentist is followed each year. (Fillings, extractions, x-rays, cleanings, root canals, etc.). Class II 50% co-pay per individual. (Inlays, crowns, bridges, dentures, etc.).

Section 22.7: Life Insurance - The Board of Education shall provide a term life insurance policy as outlined below:

12 month employees (30 hours per week)	\$20,000
School year employees (usually working 9 or 10 months) (30 hours per week)	\$15,000
All others 20 or more hours per week	\$10,000

Section 22.8: Career Development - The employer will refund tuition, registration, class or lab fees; reimburse for mileage at the Board's regular rate; reimburse cost of tools, equipment and manuals, and pay other expenses incurred after the successful completion of job-related training programs which were approved by the Administration prior to the employee's enrollment. Employer agrees to give good faith consideration to requests. Expenses will be limited to a maximum of \$500 per employee per school year.

The term "job-related," as used in this Section 22.8, shall refer to any job within the bargaining units (A, B, or C).

Each employee shall be entitled to the refund of tuition only for Personal Development programs, not job-related, up to a maximum of \$100 per year.

Section 22.9: Additional Fringe Benefits for Bus Drivers and Driver Aides

- (a) **Chauffeur's License** - Chauffeur's license for certified bus drivers will be paid by the Board of Education after the driver has been employed one (1) year or their Chauffeur's license expires, whichever occurs first.
- (b) **Field Trip Expenses** - The Board shall assume the reasonable cost of any housing of drivers and fueling of buses on any field trips requiring an overnight stay outside the District. Mutually acceptable arrangements for payment of such costs will be made prior to the trip.

On field trips outside the District on a duration of four (4) hours or more and every four (4) hours thereafter, the Board shall provide a meal or the cost of a meal not to exceed three (3) per twenty-four (24) hour period. Receipt for meals must be provided for reimbursement and is not to exceed:

\$4.00	Breakfast
\$5.00	Lunch
\$7.00	Dinner

- (c) **Physical Examinations** - All bus drivers, before they are hired and each year thereafter on their anniversary date, shall submit to a physical examination paid for by the Board, from a Board-appointed medical examiner or a doctor authorized by the Superintendent of Schools. Examination shall be set for a mutually acceptable time. The examination will be similar to that outlined on Form SM2935, School Bus Driver Medical Examination Record from the Michigan Department of Education. This form is intended to serve as a guide for medical examiners to meet the requirement of Act 117 of the Public Acts of 1957.

**ARTICLE 23
Paid Holidays**

Section 23.1: Recognized Holidays (Units A and B) - Employees who have successfully completed a probationary period in the Bridgeport-Spaulling Community School System and have worked the last scheduled day before and the first

scheduled day after a holiday shall be entitled to the idle holidays with pay as listed below. These holidays will be scheduled during the regular school week, Monday through Friday, even though they fall on the weekends, provided school is not in session.

It is the intent of the parties that the holidays below will be observed on the days indicated, other than has been previously noted. However, the parties may by mutual consent agree to change any holidays listed in this Section for some other day during the school year.

- | | |
|--|----------------------------|
| (a) New Years Day | (f) Thanksgiving Day |
| (b) Good Friday | (g) Day after Thanksgiving |
| (c) Memorial Day | (h) Christmas Eve Day |
| (d) Fourth of July (does not apply to school year employees and/or Bus Drivers and Driver Aides) | (i) Christmas Day |
| (e) Labor Day | (j) December 31st |

Section 23.2: Holidays During Vacation - It is mutually agreed by the parties hereto that if a holiday occurs during any period of vacation taken by an employee, then in that event the person shall be allowed an additional day's vacation or some other mutually agreeable day.

Section 23.3: Pay for Work on Holidays - An employee who works on a holiday will be entitled to two (2) times his regular rate of pay for all time worked, plus their holiday pay for the holiday, provided they otherwise qualify under this Section for holiday pay.

PAID HOLIDAYS (UNIT C)

Section 23.4: Recognized Holidays (Unit C) - Employees who have successfully completed the probationary period in the Bridgeport-Spaulding Community School System and have worked the last scheduled day before and the first scheduled day after a holiday shall be entitled to the idle holidays with pay as listed below. Employees will be paid their regular daily rate of pay for holidays.

- | | |
|-------------------|----------------------------|
| (a) New Years Day | (e) Thanksgiving Day |
| (b) Good Friday | (f) Day after Thanksgiving |
| (c) Memorial Day | (g) Christmas Eve Day |
| (d) Labor Day | (h) Christmas Day |
| | (i) December 31st |

ARTICLE 24

Assignment and Transfer (Unit C)

Section 24.1: Determination of Routes - The Board shall determine the runs to be assigned to each route. Bids will

be taken for these routes in August. Two (2) weeks' prior notice of the date of bidding will be given drivers and aides. Information and details of posted routes will be made available on request. Routes will be awarded on the basis of group seniority.

The Board agrees that insofar as practical routes established will be adjusted wherever practical to result in normal workday of six (6) hours or more. It is recognized that fewer hours may be necessary as a result of unavailability of personnel, buses, equipment, scheduling, etc.

Section 24.2: Posting of Routes - Routes vacated, created during the school year, or changed in excess of one (1) hour shall be promptly posted on the bulletin board in the bus terminal for five (5) working days. Any employee may apply for the position in writing, and the routes will be awarded on a group seniority basis.

Section 24.3: Route Award Limits - Any employee who bids on a route must accept the route "as is." The employee who is awarded the route becomes disqualified from bidding on any other routes during the school year, unless the new route would involve additional hours.

Section 24.4: Filling Routes Left Open - If the vacant route is not bid on after being posted five (5) working days, the Transportation Supervisor may select an applicant from outside the bargaining unit.

ARTICLE 25 Field Trips (Unit C)

Section 25.1: Definitions - Field trips normally are those provided certain groups for entertainment, athletic events, educational events, or extracurricular activities. The Board agrees to provide estimated driving and down-time for each field trip upon request of the driver, where practical.

Groups in excess of fifteen (15) will be transported by bargaining unit drivers. Splitting groups and thereby avoiding this limitation will be considered a violation.

Section 25.2: Application for Field Trips - Regular drivers desiring to drive field trips shall file a written application with the Director of Transportation on forms to be provided by the Board. Applications shall be made within the first five (5) work days of the school year. An employee who fails to submit his application for field trips within the specified time shall be charged with the highest number of hours appearing on the board for any driver when application for field trips is made.

Section 25.3: Refusals - Drivers who refuse two (2) consecutive calls without a reasonable excuse may be removed from the field trip board for that year.

Section 25.4: Field Trip Board - A field trip board recording the number of paid hours worked or offered shall be maintained at the Driver's Lounge that all employees may observe the postings. Postings shall be made weekly, if possible. Efforts will be made to provide a fair distribution of field trip time to the drivers posted on the field trip board giving consideration to overtime requirements. The field trip board shall be maintained by a member of the Union and a Board representative.

Section 25.5: Committee Review of Field Trip Board - The committeemen shall review the field trip board with the Board representatives when it appears to be necessary and at a time agreed upon by both parties.

Section 25.6: Required Field Trips - The Board shall have the right to require employees to work a reasonable amount of field trips if the field trip board list has been exhausted. Seniority should be considered in such circumstances.

If a regular route is lost due to the assignment of a required field trip, no loss in pay will result. If the field trip would have been for less pay, no hours will be credited on the field trip board. Should the required field trip result in more pay than the lost regular route, only the time over and above the regular route will be credited on the field trip board.

Section 25.7: Recording Field Trips - All field trips worked or refused shall be recorded on the field trip board: Example "R" = refused; "S" = sick; "NA" = no answer. Posting of field trip hours shall reflect the actual hours paid including overtime. All field trips refused "R" (or recorded as sick "S") shall be considered as worked.

Section 25.8: Notification of Field Trips - Employees will be notified of field trips at least twenty-four (24) hours in advance, when possible.

Section 25.9: Minimum Total Wages - Employees reporting for field trips that are not a continuation of a work period will result in the employee receiving a minimum in total wages of an amount equal to one and one-half (1-1/2) hours at their Bus Driver rate.

Section 25.10: Extra Allowance - Drivers working a field trip that begins and/or ends when the bus yard is closed, will be paid for an additional one-tenth (1/10th) of an hour at their regular rate each time they must enter the yard.

ARTICLE 26
Classifications (Units A and B)

Section 26.1: Clerical and Secretarial - Clerical and secretarial employees of the District shall fall into either - a full year or school year category.

School year employees shall work the same number of days that the professional staff is scheduled to work. Full year employees are required to work the full calendar year, subject to the limitations of this Agreement.

Clerical and secretarial employees needed during the summer, which have not been designated as full year positions, shall be advertised in the manner described herein and preference shall be given to filling such positions on the basis of seniority -- provided they have the qualifications and skills necessary to perform the job.

Secretaries and clerical personnel shall be classified according to the following criteria:

CLERICAL AND SECRETARIAL CLASSIFICATION CRITERIA

Secretary

Typing
Filing
Basic Office Machines
Sorting and Mail Handling
Proof Reading
Handling and Delivery of AV and Other Material
Receptionist Functions
Intercom Operation

Secretary Clerk

(In addition to Secretary criteria:)
Direct Posting
Routine Clerical Reports
Dictaphone Usage
Special Personal Contacts

Secretarial Specialist

(In addition to criteria for Secretary and Secretary Clerk:)
Subject Posting
Composing
Clerical Reports
Stenographic
Key Punching
Office Coordinator

Technician

Technical skills not of a clerical or secretarial nature such as graphic arts, printing press operating

Classifications (Unit C)

Section 26.2: Substitute Driver - Those drivers employed by the Board who are called in on a random basis to fill vacancies created by the absence of regular drivers or field trips. Substitutes will not be in the bargaining unit.

Section 26.3: Bus Driver Aides - Employees whose duties are to ride on the bus and assist the driver with loading, unloading and controlling the passengers.

Section 26.4: Driver Duties - Bus driver duties, in addition to driving, will include safety checks, warm up, sweeping of bus, cleaning windows and mirrors, making of maps, student lists and in-service training, and any other reasonable duties.

ARTICLE 27
Duration

The parties agree that this Agreement shall be effective December 1, 1989, and will remain in effect until November 30, 1992.

The parties further agree that prior to December 1, 1990, they shall negotiate in good faith regarding Article 21 Section 21.1 and Article 22 Section 22.5 for the second year of this contract which commences on December 1, 1990.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 11th day of December, 1989.

FOR THE
BRIDGEPORT-SPAULDING
BOARD OF EDUCATION

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

T. A. Leach, President

Tom Kelly, President

G. B. Bremer, Secretary

Gary Blohm, Team Member

Marguerite Snarey, Comm.

Carol Lyle, Comm.

Consuelo Medina, Team Member

Lynn R. Williams, Int'l Pres.

Edgar L. Ball, Int'l Sec.

James McGeehan, Int'l Treas.

George Becker, Int'l Vice Pres

Leon Lynch, Int'l Vice Pres.

Harry E. Lester, Dist. Dir.

John D. Prior, Staff Rep.

MEMORANDUM OF UNDERSTANDING

During the course of negotiations it became apparent that some employees within the bargaining unit had concerns about the methods that were utilized for transfers within the bargaining unit.

It is mutually agreed that these problems can best be resolved through the Problems Committee, and that it be used to improve the present practices and procedures that are concerns of the membership.

MEMORANDUM OF UNDERSTANDING

In accordance with the recent negotiations and to confirm our understanding concerning additional time for Aides, it is agreed that the following procedure will be implemented.

Upon the recommendation by the teacher and her immediate supervisor, a reevaluation of the necessary time to be used by Aides for preparation will be considered. If it is deemed that benefits can be achieved by granting additional working time to any specific Aides, this will be implemented upon the approval of the Assistant Superintendent for Personnel.

MEMORANDUM OF UNDERSTANDING

The parties mutually agree that the present Dispatcher duties will be incorporated into a separate job classification requiring supervisory status, thereby removing those duties from representation in the bargaining unit.

However, it is agreed that at any future time if the supervisory functions are separated from these duties and the duties are continued it shall revert back to the bargaining unit under the classification of "Dispatcher" and at the rate then provided for in the Master Agreement.

MEMORANDUM OF UNDERSTANDING

The parties mutually agree that opportunities exist within the District for employment of individuals in jobs not covered by the collective bargaining agreement. However, it is the intention of the employer to continue the practice of offering these jobs whenever feasible and it does not interfere with the employee's regular duties, to those employees presently working in the District.

