

6/30/98

AGREEMENT

between

BROWN CITY BOARD OF EDUCATION

and

BROWN CITY COMMUNITY SCHOOLS EMPLOYEES' ORGANIZATION

**1995-1996
1996-1997
1997-1998**

BROWN CITY COMMUNITY SCHOOLS

BROWN CITY, MICHIGAN

Brown City Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement entered into this 30th day of June, 1995, by and between the Board of Education of the City of Brown City, Michigan hereinafter called the "Board," and the Brown City Community Schools Employees' Organization hereinafter called the "Organization."

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the organization personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties following extended and deliberate negotiations have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Organization as the exclusive bargaining representative, as defined in Act 379, Public Acts of 1965, for all Bus Drivers, Mechanics, Cooks and the Custodial/Maintenance employee.
- B. The Board agrees not to negotiate with any other organization other than the Organization for the duration of this Agreement. Nothing contained herein shall be construed to prevent any employee from presenting a grievance and having the grievance adjusted without intervention of the Organization, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Organization has been given opportunity to be present at such adjustment.

ARTICLE II

ORGANIZATION DUES CHECK-OFF

- A. Upon filing with the Board a written authorization form for payroll deductions signed by the employee, the Board agrees during the terms of this Agreement and any extension or renewal thereof, to deduct organization membership dues, service fees and assessments which have been levied in accordance with the Constitution and By-Laws of the Organization from the pay of each employee.

- B. Deductions from each paycheck shall be in the amount stipulated by the Organization for the term of this Agreement and shall commence with the pay period beginning _____, 19___. The Board agrees to forward such deductions which have been made within one week following such deduction to the Treasurer of the Organization.
- C. Individual authorization forms shall be mutually agreed upon and when executed, shall be filed by the Organization with the Board. Authorizations once filed with Board shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with Board. The Organization agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Board of the amounts to be deducted in that year under such authorizations.
- D. The Board agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Organization agrees in the event that it has received monies in excess of authorized deductions to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE III

ORGANIZATION SECURITY

The Board and the Organization, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Organization, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- A. Within thirty (30) days after employment, or the execution of this Agreement, whichever, is later, all members of the bargaining unit shall have the opportunity to join the Organization and execute an authorization permitting the deduction of Organization dues and assessments.
- B. Any member of the bargaining unit who has not joined the Organization during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Organization dues and assessments which have been established by the Organization for each school year. It is understood that the payment of such sums shall not constitute and agreement to become a member of the Organization.

- C. The Board agrees to notify all employees in the bargaining units (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above-stated thirty (30) day period, the names(s) of such employee(s) and the date of employment.
- D. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Board agrees, upon receipt of notification from the Organization that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties of this Agreement that such requirement is a condition of continued employment with the Board.
- E. The Organization agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or school system's compliance with the provisions of this Article including the Board's attorney fees, decisions on dismissal suits filed by an employee or employees concerning any aspect of the dues deductions or fees shall be made by the Board.

ARTICLE IV

MISCELLANEOUS

Existing bulletin boards and other established media of communication shall be made available to the Organization and its members. The Board agrees to furnish the Organization, in response to reasonable requests, all information to which it is legally entitled. The Board may charge a reasonable cost for supplying such information.

ARTICLE V

EMPLOYEE COMPENSATION

- A. The wages of employees covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The wage schedule is based upon a normal weekly work load, as hereinafter defined in Article VI.

ARTICLE VI**EMPLOYMENT HOURS**

- A. The employee's normal working hours in their area of assignments shall be as follows:
1. Custodial/Maintenance Employee and Mechanics - The regular work week for the Custodial/Maintenance employee and Mechanics shall be forty (40) hours per week. This shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive. Employees shall be granted a fifteen (15) minute rest period during each half (1/2) day. However, between June 15th and August 21st, employees shall receive a twenty (20) minute rest period.
 2. Cooks - The regular work week for Cooks shall not exceed thirty-six and one fourth ($36\frac{1}{4}$) hours per week. This shall consist of five (5) consecutive work days, Monday through Friday, not to exceed seven and one fourth ($7\frac{1}{4}$) hours per day. Employees shall be granted a fifteen (15) minute rest period each day.
 3. Transportation - The regular work week for Transportation employees shall be five (5) consecutive days per week, Monday through Friday. Each transportation employee's schedule shall remain in effect from one year to another unless the District creates, eliminates or combines transportation schedules that in substance changes the employee's existing schedule. Employees affected by such change shall use their rights granted under the vacancies and posting clause, seniority clause or lay-off/recall clause of this Agreement.
- B. The Board recognizes the principle of a standard forty (40) hour work week for its annual employees and will set work schedules and make assignments which can reasonably be completed within such standard work week.
- C. All annual employees shall be entitled to a duty-free lunch period of no less than thirty (30) minutes.
- D. The Organization may designate one (1) person who may be engaged during the work day in negotiating in behalf of the Organization with the Board of Education representatives or participating in any grievance negotiations, excluding arbitrations, and that person may be released from duties without loss of pay.

- E. An employee may be released from regular duties without loss of pay at least one (1) day per year for the purpose of attending workshops and/or conferences in their field of work with the Superintendent's approval.
- F. There shall be no daily, weekly or yearly guarantee of the number of hours per day or the number of days per year of work.

ARTICLE VII

EMPLOYEE ASSIGNMENTS

- A.
 - 1. The Custodial/Maintenance employee shall have a duty-free lunch period of no less than thirty (30) minutes.
 - 2. Cooks. Advance notice shall be given to cooks in the event of schedule changes as soon as possible.
 - 3. Transportation. Driver assignments are to be given two (2) weeks prior to the scheduled activity. In any case, not less than three (3) days unless it is of an emergency nature which is determined by the Superintendent. A regular driver shall have the right to refuse one (1) year to work in the migrant program without losing his/her position on the rotation list for future years.

Regular drivers will be offered the opportunity to substitute on the Migrant, Career Center and Kindergarten runs on a rotating basis, prior to offering the run to a substitute driver.

- B. Employees who will be affected by a change in assignments in the physical plant or expansion of the present plant facilities will be notified and consulted by the Superintendent as soon as practicable. Such changes will be voluntary to the extent possible. Such changes will be made with consultation of the employee.
- C. Cooks will be offered first choice of any overtime occurring in their assigned buildings.

ARTICLE VIII

EMPLOYMENT CONDITIONS

The parties recognize that the availability of optimum plant facilities for students, faculty, administrators and Organization members is desirable to insure a high quality of service that is the goal of the Organization to the educational process. It is also acknowledged that the primary duty and responsibility of the employee is to perform a service and that the organization of the school and school day should be directed at insuring that the energy of the employee is primarily utilized to the end.

- A. The Board recognizes that to maintain the physical standards of the existing buildings appropriate equipment shall be purchased as deemed necessary. The parties will confer from time to time for the purpose of improving and selecting of such equipment. The Board shall undertake prompt action to implement all joint decisions thereon made by its representatives and the Organization. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available in each building and in any further expansion of the present school and maintenance buildings adequate rest room and lavatory facilities and storage area for its employees.
- C. Adequate parking facilities shall be made available to all employees for their use.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern of the Board unless those private activities pose a danger to the health and safety of the School's students or employees.
- E. The provision of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status of membership in or association with the activities of any employee organization. The Board and the Organization pledge themselves to maintain and improve the advantages of an educational system to the community.

ARTICLE IX

VACANCIES AND PROMOTIONS

- A. All vacancies and newly-created positions within the bargaining unit shall be posted for a period of five (5) working days prior to filling such a position on a permanent basis.
- B. The employees interested in the vacancy shall apply in writing within the posting period to the Superintendent.
- C. In the event two (2) or more applicants from within the unit apply for the same vacancy and they are relatively equal in experience and qualifications, the Board shall select the individual having the greatest seniority within the school system.
- D. If an employee is a successful bidder on a job, he/she must remain in that position for at least one (1) year before being eligible to be selected for another position.

ARTICLE X**SENIORITY**

- A. Seniority shall be applied within a department first and on a system-wide basis second.
- B. The departments shall be as follows: Transportation; Custodial/Maintenance; Cooks; and Mechanics.
- C. Department seniority shall be determined for each employee effective his/her first day assigned to the department provided the employee has successfully completed his/her probationary period. System-wide seniority shall be from the first date of hire of the employee as a regular employee.
- D. Absences from work due to illness, accident, leaves of absence or layoff shall not be construed as a break in continuous service if the amount of time off does not exceed one (1) year.
- E. In the event an employee is transferred to a position under the Board not included in the bargaining unit, and is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees returning to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- F. Probationary Employees. There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the first forty (40) consecutive work days of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of the original employment (first day worked). By mutual consent, additional probation, up to ten (10) working days, may be agreed to between the Organization and the Board of Education. If more than one (1) employee is hired on the same day, the order of their seniority will be determined by lot. Probationary employees may be used for extra runs if all seniority employees have declined or are unavailable for such trips.
- G. The Board of Education will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards and a copy furnished to the Organization. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

H. An employee shall lose his/her seniority for the following reasons:

1. Quits;
2. Retires or retired;
3. Is discharged;
4. Fails to return to work within five (5) working days of being recalled or within three (3) working days of the expiration of any leave or being absent without good cause for three (3) working days.

ARTICLE XI

PROMOTIONS

- A. A promotion shall be defined as a change in the job classification which carries a higher rate of pay than the position currently held by the employee.
- B. The Organization President will receive a notice of the employee receiving the position.

ARTICLE XII

LAY-OFFS

- A. The word "lay-off" shall mean a reduction in the working force.
- B. In the event of a lay-off, the order of lay-off shall be: first, temporary employees; next, probationary employees; next, other employees within the classification in accordance with their seniority. All lay-offs are contingent upon the fact that employees being retained are qualified to do the work available.
- C. The Board shall provide employees with reasonable advance notice when possible of any pending lay-off.
- D. Any seniority employee removed shall be able to exercise seniority right to bump:
 1. Into an equal or lower job classification he/she had satisfactorily help previously;
 2. If he/she had not held an equal or lower job classification, he/she shall have the right to bump into the next lower job classification for which he/she is qualified;
 3. The least senior employees who remained unplaced after the reduction in the required job classification and bumping is completed shall be laid off.

ARTICLE XIII

RECALL

- A. Employees laid off through the procedures as stated in this Agreement shall be maintained on a recall list for a period equal to their system-wide seniority or one (1) year, whichever comes first.
- B. Laid off employees shall be recalled in the inverse order of lay-off. The most senior employee shall be recalled to the first opening in the job classification from which the employee was laid off provided he/she can do the job or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such former position provided the employee can do the work available.
- C. Recall will be either by telephone or certified mail to the employee's last known address. It shall be the responsibility of the employee to keep the Board apprised as to his/her current address. If an employee fails to report for recall within the time specified, five (5) work days, he/she shall be considered a "quit" and shall therefore, forfeit all recall rights.

ARTICLE XIV

ASSIGNMENT

The Board of Education reserves the right to make assignments consistent with the efficient and effective operation of the school district.

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1.

- A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. In the event the employee or the Organization seek redress in any other forum, the employee and the Organization shall forfeit any and all rights to this grievance procedure including arbitration.
- B. Wherever the singular is used, it shall include the plural.
- C. Wherever notice is used, it is meant that such be written notice.
- D. The term days in this Article shall mean week days excluding Saturday, Sunday and holidays.

SECTION 2.

- A. A grievance may be withdrawn at any time.
- B. If a grievance is committed to writing, it must specify the section of sections of the contract violated, the events giving rise to the grievance, and the remedy requested.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- D. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference with the permission of the Employer pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
- E. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- F. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- G. Failure by the employee and/or the Organization at any step of this procedure shall be deemed an acceptance of the decision.
- H. Failure by the Board or its designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a denial.

STEP 1: Written Procedure

- 1. In the event the matter is not resolved informally, the grievance, stated in writing on the forms provided for such purpose, may be submitted to the Superintendent or his/her designated representative within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance. The written grievance shall include the sections alleged to have been violated, a description of the events surrounding the alleged violation and the remedy sought.
- 2. Within seven (7) days after receiving the written grievance, the Superintendent or his/her designee shall communicate his/her decision, along with his/her reasons thereof, in writing on the grievance form, to the Organization representative.

STEP 2: Written Procedure

Within five (5) days after receiving the decision of the Superintendent or his/her designee, an appeal from the decision may be made to the Board of Education. The appeal shall be in writing on the form provided, and shall be accompanied by a copy of the original grievance and decision at Step 1.

This Step is optional by the Board.

1. At its next scheduled meeting (but in no event less than five (5) days or more than thirty-five (35) calendar days) after receipt of the appeal, the Board of Education or its designee shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step 1 and counsel for the Organization, if requested by the Organization, unless the grievance is being processed by an employee in person on his/her own behalf. Participants in this hearing shall be given at least three (3) days' notice of the hearing.
2. No later than at its next scheduled meeting after the hearing of the appeal, the Board of Education shall communicate its decision in writing on the form provided.

STEP 3: Arbitration

- A. Within ten (10) days after receipt of the decision of the Board of Education, the Organization may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.
- B. The Arbitrator shall have no power to alter, add to or subtract from the terms of this contract. The decision of the Arbitrator shall be in writing on the issues submitted and shall set forth his/her findings and conclusions. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. Under no circumstances may the Arbitrator rule in the case of a probationary employee. The Arbitrator may not, in effect, grant the Organization that which the Organization was unable to secure in collective bargaining. No new grievance may be filed and/or processed by the Organization or an employee on behalf of any employee if that employee, for any reason, is no longer an employee of the District. The fees and expenses of the Arbitrator shall be shared equally by the parties. Any other expenses incurred by either party shall be the responsibility of the individual party incurring the expense.

ARTICLE XVI

SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law as determined by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect. The parties will meet within thirty (30) days, unless mutually extended, to negotiate a new provision.

ARTICLE XVII

EXAMINATIONS

The Board shall pay for any medical examinations or tests required by the Board after the employee has been hired.

ARTICLE XVIII

NEGOTIATIONS

No sooner than ninety (90) days prior to the expiration of this Agreement shall either party give notice to the other party to begin negotiations for the following school year. Within thirty (30) calendar days following such notification, negotiations shall begin.

ARTICLE XIX

PRINTING OF CONTRACT

The Board and the Organization shall agree on the details of printing the contract. One hundred (100) contracts shall be printed; each employee presently employed shall receive a copy of the contract. Any new employees shall be given a copy of this Agreement at the time he/she signs an individual contract. The Organization shall receive twenty-five (25) copies for its use.

ARTICLE XX

DISCIPLINARY SUPPORT & PROTECTION OF EMPLOYEES

- A. The Board of Education recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of discipline and order among the student body.

- B. Whenever it appears that a particular student interferes with an employee in the performance of their duties or persistently misbehaves while under the charge of an employee or verbally abuses an employee, said student shall be immediately reported to the building principal.
- C. In the event an employee is assaulted by a student or any other person during the course of employment, it shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities as long as the employee was acting within the rules, regulations and policies of the Board of Education, the State of Michigan and Federal Government.

ARTICLE XXI

EVALUATIONS

Evaluations are on-going and a continuous obligation by the Board of Education. Employees shall be informed once a year of the specific nature of the evaluation criteria.

ARTICLE XXII

ORGANIZATION RIGHTS AND RESPONSIBILITIES

- A. The Board and the Organization agree that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Organization activities during normal working hours.
- B. The Organization shall have the right to elect or designate one (1) employee from each classification as Stewards. Each Steward shall have an alternate who shall function only in the absence of the regular Steward, all of whom shall have completed their probationary period. Stewards shall be permitted to confer with bargaining unit employees with respect to official Organization business during normal working hours, if they have secured the permission of their supervisor.
- C. The Organization shall inform the Board in writing as to who has been appointed or elected as bargaining unit stewards and alternates.
- D. The Organization shall have the right to use school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use, and the Organization has secured the permission of supervision to use such equipment. Organization use of school facilities and equipment will be permitted provided that:

1. Request is made and use arranged for in advance.
 2. The use is strictly to service the legitimate purposes of the Organization, such duplication of records, notices, correspondence, etc.
 3. The purpose is for the internal business of the Organization and is not for public distribution.
 4. The Organization agrees to pay any reasonable costs.
- E. The Organization shall have the exclusive right over any other employee organization to use inter-school mail service and mail boxes for communications to its members provided distribution of Organization mail does not require the Board of Education to expend additional monies or allocate additional personnel time to perform such service.

ARTICLE XXIII

EMPLOYEE RIGHTS AND REPRESENTATION

- A. Employees shall be entitled to perform their duties under safe working conditions. When such conditions do not prevail, the affected employee(s) shall notify their supervisor immediately of any unsafe conditions. The Board shall make all reasonable attempts to make necessary corrections as soon as possible.
- B. Any complaint deemed not serious enough to be called to the attention of the employee cannot, at a later date, be used as the basis of any disciplinary action.
- C. Employees shall be advised as to the rules, regulations and policies of the Board of Education which apply to their job performance.
- D. Discipline shall be for just cause.
- E. When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or written warning which is to be affixed to his/her personnel file, the employee shall be given a copy.
- F. New employees will be appraised of the method of their evaluation.
- G. Any employee requiring discipline will be afforded the opportunity to have his/her Organization steward present during such discipline.

- H. Employees shall be permitted to inspect all the contents of their personnel file except those materials confidential. Correspondence or other material making reference to an employee's competence, character or manner which the Board intends to place in the employee's file will be made known to the employee, and the employee shall be given the opportunity to attach his/her comments.

ARTICLE XXIV

LIFE INSURANCE

The Board shall provide Twenty-five Thousand (\$25,000) Dollars of Group Term Life Insurance for all employees as soon after as possible this Agreement is ratified and signed by the parties. (Insurability shall be subject to the terms of the carrier.)

ARTICLE XXV

DENTAL INSURANCE

The Board shall provide Dental Insurance to all employees who are regularly scheduled to work six (6) hours or more per day. If the employee has dental coverage through his/her spouse, he/she will not be eligible for the school's program. The dental program shall be the current program in the school system.

ARTICLE XXVI

HEALTH INSURANCE

The Board shall provide Health Insurance to employees who are regularly scheduled to work six (6) hours or more per day. Employees covered by their spouses' program are not eligible for the school's program. The program currently in effect shall remain in effect unless the Employees' Organization and the Board of Education mutually agree to change it. The following caps shall apply to the Board of Education's contribution to the health insurance premiums:

	EFFECTIVE 7/1/95	EFFECTIVE 7/1/96	EFFECTIVE 7/1/97
Single Subscriber	\$198.00	\$218.00	\$240.00
Two Person	412.00	454.00	499.00
Full Family	456.00	502.00	552.00

The District shall pay up to an additional \$75.00 per month in health insurance premiums for year round full-time employees.

Part-time employees who are regularly scheduled to work at least three (3) hours per day but less than six (6) hours per day and who have over two (2) years of service to the District on July 1, 1992, shall be eligible for One Hundred Sixteen (\$116.00) Dollars per month towards the school's health insurance program. On 7/1/96, the amount shall be increased to One Hundred Twenty-Seven (\$127.00) Dollars, and on 7/1/97, the amount shall be increased to One Hundred and forty (\$140.00) Dollars.

SCHEDULE A:

EMPLOYEE'S CLASSIFICATION	7/1/95	7/1/96	7/1/97
Bus Drivers***	\$ 8.20	\$	\$
Mechanics	11.98 per hour	renegotiate	renegotiate
Custodian/Maintenance	10.73 per hour	renegotiate	renegotiate
Head Cook **	9.15 per hour	renegotiate	renegotiate
Assistant Cook *	8.86 per hour	renegotiate	renegotiate
Kitchen Helper	8.34 per hour	renegotiate	renegotiate
Cashier	8.34 per hour	renegotiate	renegotiate

* When replacing Food Service Manager, Fifty (.50) Cents more per hour, effective July 1, 1995; Seventy-five (.75) Cents more per hour, effective July 1, 1996; One (\$1.00) Dollar more per hour, effective July 1, 1997.

** This position shall exist only in the situation in which the District does not employ a working supervisor. When a working supervisor is employed, there shall be two (2) Assistant Cooks.

*** A Bus Driver who works all the schedule work hours during the first week of the designated four (4) week cycle, shall receive fifty (50¢) cents per hour more than the base hourly rate set forth above for all hours worked the remainder of the four week cycle. If the driver also works all the scheduled hours in the second week of the four week cycle, such driver shall receive one (\$1.00) dollar per hour more than the base hourly rate set forth above for all hours worked during the third and fourth weeks of the four week cycle. If the driver also works all the scheduled hours in the third week of the four week cycle, such driver shall receive one dollar and fifty cents (\$1.50) per hour more than the base hourly rate set forth above for all hours worked during the fourth week of the four week cycle.

A driver will only be excused from the requirement to work all the scheduled hours in a work week for hours missed due to a death in the immediate family as defined in Schedule A Leave Policies, Paragraph I.1 and Jury Duty.

BUS DRIVERS

- A. Driving extra-curricular activities shall be compensated at the rate of \$7.26 per hour from the scheduled time of leaving until the time of return.
- B. Any driver laid off and substituting for the Brown City Community Schools as a bus driver will be paid the regular rate for any route driven for six (6) consecutive days. The regular rate will be paid from the first day on the route. The assignment will be treated as a return to regular work and will carry with it sick leave benefits.
- C. On extra trips where a meal is necessary, the Board will reimburse the driver up to Six (\$6.00) Dollars per meal with the presentation of proof of said expense.
- D. Kindergarten drivers who are not notified that their run is canceled shall receive pay for their kindergarten run.
- E. The Association will send a letter to the Board of Education concerning the desired method of bidding on bus runs.
- F. Effective the 1995 school year, the Board shall on a one-time basis only provide up to Forty (\$40.00) Dollars for bus driver jackets, which have been mutually agreed upon.

MECHANICS

- A. Mechanics shall be provided with two (2) uniform changes per week paid for by the Employer.
- B. If a mechanic is taken from the bus barn and put on grounds duty, and if an opening occurs at the bus barn, the mechanic who was put on grounds duty shall be returned to the bus barn and his/her seniority shall include all previous bus barn duty and the time such mechanic served on grounds duty.
- C. Effective July 1, 1995, during the school year when a mechanic is assigned to weekly standby, including Saturdays and Sundays, the mechanic shall receive an extra stipend of Twenty-five (\$25.00) Dollars for the week.

CUSTODIAN/MAINTENANCE

- A. The Board agrees to pay any hours worked over the forty (40) hour week at the rate of time and one-half ($1\frac{1}{2}$) of the normal pay rate.
- B. For non-school functions where a custodian/maintenance employee is necessary, the rates of pay will be time and one-half ($1\frac{1}{2}$) of normal pay rate to be paid by the organization having the function. On Sunday, the rate shall be double-time of the normal pay rate.

- C. For school functions over the forty (40) hour week, the pay rate shall be based on the normal pay rate only.
- D. Custodian/Maintenance will be given hour-for-hour compensatory time when he/she works on an act-of-God day on which no students reported for class.

FOOD SERVICE

- A. For non-school functions (where a cook is necessary), the rate of pay will be time and one-half ($1\frac{1}{2}$) a normal pay rate to be paid by an organization having the function. On Sunday, the rate shall be double-time of the normal rate.
- B. Employees authorized by their supervisor to work in the higher classification for a day shall receive the rate of pay for the higher classification for that day. (This shall not be retroactive.)
- C. Food service employees, including the supervisor, will be offered first choice of any overtime occurring in their assigned buildings on a rotating basis starting with the most senior.
- D. No food is to be transported in personal vehicles from one school to another.
- E. Effective July 1, 1995, the Board shall contribute Thirty-five (\$35.00) Dollars per year toward jointly approved uniforms. Effective July 1, 1996, the Board shall contribute Forty (\$40.00) Dollars per year toward jointly approved uniforms.

PROBATIONARY EMPLOYEES

- A. Probationary employees in the Food Service department shall receive .15 cents less per hour than the rate for the job they are doing.
- B. Probationary employees in the Transportation department shall receive .25 cents less than the base rate for the job they are doing.
- C. Probationary employees in the Custodial/Maintenance department shall receive .25 cents less than the rate for the job they are doing.

PAID HOLIDAYS

- A. Twelve-month employees with seniority shall receive the following paid holidays; New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve.

- B. Nine-month employees with seniority shall receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If it is within their work year, they shall also receive Labor Day. If, however, Labor Day does not fall within their work year, they shall receive Easter Monday as a paid holiday.
- C. In order to be eligible for any of the above stated paid holidays, an employee must have seniority as of the date of the holiday and must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday.

LEAVE POLICIES

- A. Any employee with a Doctor's certificate whose personal illness extends beyond the period compensated under Worker's Compensation shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an employee shall be assigned to the same position, if available, or a substantially equal position upon recommendation of a position.
- B. Sick Leave. The following schedule is the amount of sick leave for each employee based upon his/her duration of employment. Any employee with ten (10) years of service in the Brown City School System who has accumulated sixty (60) or more days sick leave shall, at the time of his/her retirement or resignation in good standing, receive fifty (50%) percent of his/her pay for fifty (50%) percent of the days over sixty (60) which he/she has accumulated.

DURATION OF SERVICE	DAYS PER YEAR	ACCUMULATION
12 Month Employees	14 days	160 days
9 Month Employees	12 days	140 days

Any new employees must be in the system for a duration of two (2) months before becoming eligible for the full sick leave as outlined above.

- C. Leaves of absence chargeable against sick leave shall be granted for the following reasons:
 - 1. A maximum of five (5) days per school year for an illness in the immediate family.
- D. Extensions on the limits in "C." may be granted by the Superintendent and not subject to any other provisions of this Agreement.
- E. Any employee absent on sick leave for three (3) or more consecutive days, shall upon request, present a statement from a physician.

- F. All employees shall be granted three (3) days of business which cannot normally be handled outside school hours.
- G. Application for such leave shall be made in writing to the supervisor a minimum of two (2) days in advance, except in emergency situations, stating the reasons for such absences.
- H. Use of personal business days is subject to the approval of the Board.

I. LEAVES OF ABSENCE

- 1. Leaves of absence (bereavement) with pay not chargeable against the employee's sick leave allowance shall be granted for up to three (3) days for a death in the immediate family defined as the employee's spouse, child, mother, or father (for each occurrence).
- 2. Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for: death of the employee's brother, sister, mother-in-law, father-in-law, or grandparents, up to three (3) days (for each occurrence).
- 3. If additional time is needed, application shall be made with the Superintendent who will take into consideration distance to be traveled or other unusual circumstances. Additional time, if granted, shall be deducted from sick leave.

J. CHILD REARING

- 1. Child Rearing, without pay, may be granted for up to twelve (12) months for employees who have been employed in the school system for at least one (1) year.
- 2. In the case of adoption, the leave will begin the day a court order is entered relieving the natural parents of custody.
- 3. Upon application by the employee to the Board, extensions may be granted.
- 4. No credit or use of sick-days shall be allowed for child rearing leave.

K. LEAVE WITHOUT PAY

- 1. Leave without pay may be granted for the following:
 - a. Peace Corps for up to two (2) years.

- b. Military service up to four (4) years.
- c. Organization position - one (1) year.
- d. Serve in elected public office - one (1) year.

L. Upon return from a leave granted in the paragraph immediately above, the employees shall be offered the first available position.

M. Sick leave without pay or fringe benefits shall be granted up to twelve (12) months to employees.

- 1. Request for such a leave shall include a Doctor's certificate stating employee's disability.
- 2. Employees on leave for up to twenty (20) weeks shall be returned to their former positions when the leave terminates. After twenty (20) weeks, the employee shall be permitted to return from the leave to the first vacancy available in the employee's area of classification. Notification of return to work must be made by April 1st, or forfeit all recall rights.
- 3. Upon application by the employee to the Board, extensions may be granted.

N. LEAVES WITHOUT LOSS OF PAY

Leaves shall be granted without loss of pay for the following:

- 1. Jury Duty - The make-up pay portion limited to thirty (30) days per school year.
- 2. Conferences - Approved in advance by the Superintendent.
- 3. School-Connected Committees - Approved in advance by the Superintendent.

O. Child-Bearing Absence - Any employee off due to childbirth (the time after delivery of a child) may use sick days for the period of time when she is certified by his/her doctor, and at the option of the Board, the Board's doctor, that he/she is disabled and unable to do his/her regular job.

P. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for proved visitation of other schools or for attending educational conferences or conventions including organization meetings subject to the approval of the Superintendent.

Q. Under current law, bus drivers and food service employees will be excused with pay for the first and second snow days. Thereafter, employees shall only receive pay for the days on which they actually work.

Twelve (12) month employees, under current law, will be excused with pay for the first and second snow days. Twelve (12) month employees required to work these first two Act of God days shall be given equal compensation time off. Thereafter, employees shall only receive pay for the days on which they actually work. If the law changes, the parties shall attempt to renegotiate this paragraph.

ARTICLE XXVII

VACATIONS

A. 1. Paid Vacations for anything over one (1) year employment.

First Year of Service	5 days of paid vacation
2-5 Years of Service	10 days of paid vacation
Over 5 Years of Service	For each continuous year after 5 years of service, one (1) day will be added to the paid vacation up to a total of fifteen (15) days.

2. All vacations will be with the mutual agreement between the Superintendent and the Organization representative.

3. To be eligible for vacation, an employee must be full-time and an employee must work eighty (80%) percent of the scheduled work year for full vacation; sixty-five (65%) percent of the scheduled work year for two-thirds (2/3) vacation; fifty (50%) percent of scheduled work year for one-half (1/2) vacation; less than fifty (50%) percent no paid vacation. Paid vacation time counts toward total time worked. All other time missed is subtracted from the total.

ARTICLE XXVIII

NEGOTIATIONS PROCEDURES

In any negotiations described in this Article, neither party shall have the control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Organization. Both parties mutually pledge that representatives selected by each

shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XXIX

NO-STRIKE

- A. The Board agrees so long as this Agreement is in effect there shall be no lockouts. The Organization, its officers, representatives and members covered by this Agreement agree that so long as this Agreement is in effect there shall be no strikes, sit-ins, stoppage of work, withholding of services, boycotts, picketing or any unlawful acts that interfere with the educational processes of the school district. The employees covered by this Agreement will also not recognize the strikes or picket lines of any other organization pertaining to the operation of this school district. Any violation of the foregoing provision may be the subject of disciplinary action including discharge.
- B. This Agreement shall supersede any rules, regulations or practices of the School Board which shall be contrary to or inconsistent with its terms. No past practices shall be recognized unless they are committed to writing and incorporated into this Agreement.
- C. The Board of Education reserves the right to subcontract part or all of the Custodial/Maintenance function.

ARTICLE XXX

INSURANCE CARRIER

The Board of Education shall have the right to self-insure and/or change carriers with regard to all insurance programs. Prior to any change, the parties will discuss the matter and their programs will be comparable.

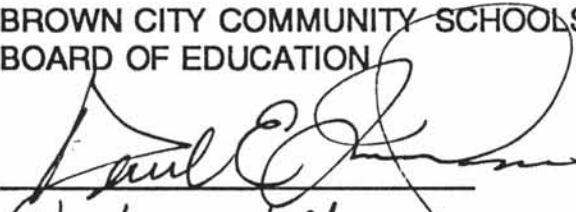
ARTICLE XXXI

DURATION OF AGREEMENT

The terms of this Agreement shall be effective July 1, 1995 and shall terminate on June 30, 1998. The wage scale as set forth in this Agreement in Schedule A shall be open for negotiations for the July 1, 1996 and July 1, 1997 contract years.

BROWN CITY COMMUNITY SCHOOLS
BOARD OF EDUCATION


BROWN CITY COMMUNITY SCHOOLS
EMPLOYEES' ORGANIZATION



 Vanda Zwickel

 Donald [unclear]

 Paul Mitchell



LETTER OF UNDERSTANDING

The change from a "by the run" payment system, to an hourly rate system is in effect for the 1995-96 school year. At the end of the 1995-96 school year the parties will meet to assess the effectiveness of this new system and negotiate wages and benefits only for the 1996-97 school year.

There will be no changes in the insurance benefits because of the change to an hourly system. In effect, no employee will receive any Health Insurance benefits in 1995-96 that they did not receive in the 1994-95 school year.

Ralph Wayz
Dennis Sedebalton

8-23-95
8/23/95