

MASTER AGREEMENT

between

FARWELL AREA SCHOOL BOARD

FARWELL, MICHIGAN

and

LOCAL 214, TEAMSTERS STATE,

COUNTY & MUNICIPAL WORKERS

July 1, 1980 - June 30, 1983

FARWELL AREA SCHOOL BOARD

FARWELL AREA SCHOOLS
FARWELL, MICHIGAN
48622

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

MASTER AGREEMENT

for

THE FARWELL AREA SCHOOLS

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

THIS AGREEMENT entered into this first day of July, 1980, by and between the Farwell Area Schools of Farwell, Michigan, hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Custodial and/or Maintenance employees, Bus Drivers, Mechanics, Cooks and Cafeterial employees and Bakers, but excluding supervisors. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and reference to male personnel shall include female personnel.

B. The Board agrees not to negotiate with any organization or individual 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, providing the grievance policy as hereinafter defined in this Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Business Representative of the Union, the President of the Board of Education of the Farwell Area Schools in Farwell, Michigan, parties to this Agreement.

D. Substitute employees will not work more hours than regular or part-time employees if within the Board's control. It is understood that if regular or part-time employees, they must possess the present ability to perform the work.

ARTICLE II

EMPLOYEE, UNION & EMPLOYER RIGHTS

The Union as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act #379 of the Michigan Public Acts of 1964 amended from time to time, and by other applicable Michigan Public Acts of 1965, as amended from time to time, and by expressed limitations in the terms of this Agreement.

ARTICLE III

UNION SECURITY

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

B. All employees in the bargaining unit recognized by this contract shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present employees such payments shall commence with the first pay 31 days after the effective or execution date hereof, whichever is later, and for new employees with the first pay 31 days after the date of employment.

C. If any provisions of this Article are invalid under the Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State and City law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.

- (1) Amount of initiation fee and dues will be certified to Board by the Secretary-Treasurer of the Union.
- (2) Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues.
- (3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Board.

E. The Union agrees to save the Board harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.

F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued 30 days after notice of the fact is given to the Board if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the Board by the Union that the employee has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designated for the Union use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provision in the Freedom of Information Act.

ARTICLE IV

CHIEF STEWARDS, STEWARDS AND ALTERNATES

A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list a Chief Steward and three stewards. One steward representing Bus Drivers, one steward representing Maintenance employees and Custodial employees, and one steward representing Cooks and Cafeteria workers and their appropriate alternates. Their duties and responsibilities shall include the investigation and presentation of grievances with the Board and/or its representatives.

B. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit Stewards release from employment duties without loss of time or pay, in accordance with the terms of this contract, reasonable time to investigate and present grievances to the employer after first obtaining permission from the immediate supervisor with the understanding that this will not be abused.

C. The privilege of Stewards leaving their assigned work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work except when necessary to leave their work to handle grievances as provided herein.

D. The authority of Stewards and alternates so designated by the Union shall be limited to and not exceeding the following duties and activities:

- (1) The investigation and presentation of grievances with the Board or its designee in accordance with the provisions of this bargaining agreement. Permission may be granted by the immediate supervisor and/or his designee in the proper investigation and presentation of said grievance.
- (2) The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
 - a. been reduced to writing; or,
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

- E.
- (1) The Chief Steward will be allowed proper time off to attend all formal grievance procedures under this collective bargaining agreement except arbitration.
 - (2) For the purpose of layoff and recall, the Chief Steward shall head the seniority list provided he/she has the present ability to perform the work available.
 - (3) The Board shall be notified by the Union in writing of the names of the Chief Steward, Stewards and Alternates.
 - a. Alternates shall serve only in the absence of the regular assigned Steward.
 - (4) The authority of the Union Steward shall be limited to the acts or functions which said Stewards are authorized to perform in this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

A. It is mutually agreed that all grievance disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with proceedings provided. Every effort shall be made to adjust controversies and disputes in an equitable manner between the employer and the Union.

B. For the purpose of this Agreement, a grievance is defined as a problem or complaint submitted by a member of the bargaining unit involving an alleged violation and/or interpretation of the expressed terms and conditions of this contract. As used in this article, the term "member of bargaining unit" shall mean also a group of members having the same grievance.

C. The following matters shall not be the basis for grievance under the procedures outlined in this article.

- (1) The termination of services of or failure to re-employ any probationary employee.
- (2) Any matter involving employee evaluation.

D. The Union shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the supervisor to act as its representative at Step 1 and 2 as hereafter described and the superintendent and his/her designated representative to act at Step 3 as hereinafter described.

E. The term days as used herein shall mean work days.

F. Written grievances as requested herein shall contain the following:

- (1) It shall be signed by the grievant or grievants.
- (2) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (3) It shall cite the section or subsection of this contract alleged to have been violated.
- (4) It shall contain the date of the alleged violation.
- (5) It shall specify the relief requested.

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

- Step (1) Oral. An employee alleging a violation of the expressed provisions of this contract shall within thirty (30) days of its alleged occurrence orally discuss the grievance with the supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step 2.
- Step (2) Written. A copy of the written grievance shall be filed with the supervisor or his/her designated agent with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the supervisor or his/her designated agent shall arrange a meeting with the grievant and/or designated Union representative at the option of the grievant to discuss the grievance. Within five (5) days of the meeting, the supervisor or his/her designated agent shall render the decision in writing transmitting a copy of the same to the grievant, the Union Steward, and the supervisor from which the grievance arose.
- Step (3) Grievance Disposition Appeal. If the grievance is not resolved to the satisfaction of the grievant, a copy of the written grievance shall be filed with the superintendent or his designated agent, as specified in Step 2, with the endorsement thereon with the approval or disapproval of the Union within five (5) days of the receipt of the grievance of the supervisor or his designee. Within five (5) days of the receipt of the grievance, the superintendent or his designee shall arrange a meeting with the grievant and the designated Union representative to discuss grievances. Within five (5) days of the meeting, the superintendent or his designee shall render his decision in writing transmitting a copy of the same to the grievant, the Union Steward, and the supervisor.

Step (4) Appeal Review. If no decision is rendered within five (5) days following the meeting or the decision is unsatisfactory to the grievant and the Union, the grievant and/or the Union shall, within five (5) days of the discussion appeal same to the Board of Education by filing such written grievance along with the decision of the superintendent with the Secretary of the Board who will place same on the agenda at the next meeting. Within ten (10) days from the next Board meeting, the Board shall allow the grievant and/or the Union representative an opportunity to be heard at a hearing scheduled to discuss the grievance. The hearing may be open or closed at the option of the grievant. Within ten (10) days from the hearing of the grievance, the Board may hold hearings herein or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing. Copies of the written decision shall be forwarded to the superintendent, supervisor for the program in which the grievance arose, the grievant, Union Steward, and Local 214 representative.

Step (5) Arbitration - Arbitrator Selection

a. Arbitrators will be selected from a list of arbitrators established in the following manner:

1. The Board shall submit a list of five (5) residents of Clare County to the Union.
2. The Union will submit a list of five (5) residents a list of five (5) residents of Clare County to the Board.
3. The Board and the Union will each select from the others list two (2) persons to act as arbitrators.
4. The four (4) selected arbitrators will ten be arranged on a list by random drawing to act as arbitrators in rotation on pending arbitration cases.
5. The afore described list of arbitrators will continue through the life of this Agreement for the last step of the grievance procedure.

b. Arbitration. In the event the grievance has not been satisfactorily settled in Step 4, either party may submit the subject to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matter submitted to arbitration shall be within the time specified above and normal arbitration rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the Award of the arbitrator and that cost of any arbitration proceedings under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

H. In the event that a grievance is upheld as a result of arbitration, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the State) and any compensation for personal services received from any source during the period of back pay.

I. Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

J. A grievance may be withdrawn at any time without prejudice by the aggrieved.

(1) The Board shall allow their employees the proper time off from their job, with pay, when grievance meetings are held during the regular workday.

ARTICLE VI
DISCIPLINE - DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

B. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

C. Employees shall be subject to disciplinary action for reasons such as but not limited to insubordination, incompetency, or willful violation of agreed upon Employer's rules.

D. Administrative actions which result in suspension or discharge of employees shall be immediately subject to Step 2 of the grievance procedure.

ARTICLE VII

SENIORITY

A. A newly hired employee shall be on probationary status for ninety (90) days taken from and including the first day of employment. If at any time prior to the completion of the probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without recourse of appeal by the Union. Probationary employees who are absent during the first ninety (90) days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

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

- (1) Employee quits or retires.
- (2) Employee is discharged and the discharge is not reversed.
- (3) Employee is absent for five (5) working days without notifying his supervisor, in proper cases exceptions may be made.
- (4) If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
- (5) Mandatory retirement at age 65.
- (6) If the employee gives a false reason for a leave of absence.
- (7) If the employee falsifies pertinent information on his application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority). This subsection will apply for only the first 24 months of employment, except falsification on physical condition, which will be extended.

D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire. The seniority list shall have at least five (5) departments including, but not limited to the following: Bus Drivers, Custodians, Bus Mechanics, Cooks and Bakers, Servers and Helpers.

E. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence of last name.

F. Total seniority will apply for bumping and lay off as defined in Article X, Bumping Procedures.

G. Steward of the Union will be notified in writing whenever there is a new employee hired.

ARTICLE VIII

WORKING CONDITIONS AND ANNUAL ASSIGNMENTS

A. It is hereto understood by the parties that the assignment of duties to any immediate employee in his or her respective classification shall be vested with the Employer consistent with the provisions outlined in this Agreement.

- (1) Prior to the opening of school, employees may apply for specific job assignments, building assignments or route assignments. If all requirements for the job are met, including seniority, the assignment will be made based on preference of the employee. The final decision on all job assignments rests with the Board. The Board reserves the right to make temporary changes in assignment with no loss in pay to the employee, not to exceed thirty (30) calendar days.
- (2) Specific duties for all classifications within the scope of this Agreement shall be outlined in writing by the Employer and a copy given to the employee and also posted at each work site by the second week of September each year.
- (3) Realizing that employees shall only be required to report to or take orders from one supervisor, a general chain of command for all classifications will be posted and each employee's duties outlined will include the name and/or title of his or her immediate supervisor.
- (4) All costs of licences required as a condition of employment will be paid by the Board.

- (5) Mileage reimbursement. Employees required to use their own vehicle in the performance of their duties shall be reimbursed for mileage the same as that of the Board of Education.
- (6) Maintenance and Custodial employees shall be supplied working uniforms by the Employer to be maintained by the employee as follows:

1980 - 1981	3 sets
1981 - 1982	2 sets
1982 - 1983	2 sets

Additional uniforms as necessary shall be provided at the discretion of the Employer.

ARTICLE IX

LAY OFF AND RECALL

A. The word "lay off" means a reduction in the work force due to a decrease of work, funds or scheduling that results in a need for fewer employees.

B. When a lay off takes place temporarily, the probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff. At the same time the employee is notified, the Union shall receive a list of the affected employees.

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by mail. An employee recalled to work shall notify the Board of his

intent to return within five (5) work days from receipt of recall notice. If an employee fails to do so, he may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he shall be considered a quit.

ARTICLE X

BUMPING PROCEDURE

A. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

- (1) Any employee whose job has been eliminated may bump any less senior employee in his pay grade or any less senior employee in a lower pay grade.
- (2) Any employee so bumped may bump by similar procedure until all jobs have been filled.
- (3) Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his previous category or below, shall be notified by the Board of all such subsequent vacancies, and shall be granted five (5) days to make application. Failure of said employees to accept a job vacancy within a year shall result in his termination. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
- (4) No employee shall be entitled to bump into a position for which he has not the present ability to perform the work, which same shall be defined as having the ability to perform

the job after having reasonable orientation to the assignment involved.

- (5) Seniority shall be bargaining unit seniority by department as in Article VII.
- (6) In the event of layoff of less than twenty-four (24) months, or the length of the employee's seniority not to exceed twenty-four (24) months, an employee so laid off shall be given seven (7) calendar days' notice of recall by mail to his last known address. In the event the employee fails to make himself available for work at the end of said seven (7) calendar days, he shall lose all seniority rights under this Agreement.

ARTICLE XI

RESIGNATION

A. Any employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.

B. Any employee who resigns after one year of service shall not forfeit his/her right to earned vacation time.

C. Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Worker's Compensation within the Michigan State law, and any other rights and privileges which have been granted by the Farwell Area School Board to its employees.

ARTICLE XII

JOB BIDDING

A. The Union steward will be notified of newly created positions. This includes any position of four (4) weeks duration regardless of the number of hours worked but does not include student help.

B. All job openings in any classification covered under this Agreement shall be posted for bid at each school for a period of five (5) days, excluding Saturday, Sunday and holidays. All bids shall be submitted in writing during this period. All job openings shall be posted in each job site not later than five (5) school days after the job becomes vacant.

C. Insofar as practicable all vacancies will be filled by qualified people and all employees are encouraged to train and prepare for promotional opportunities. When abilities are equal, seniority will be the determining factor.

D. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) days.

E. Requested transfer will be considered on the strength of the reasons given for transfer and with the schools best interest in mind.

F. No member of the bargaining unit shall be disciplined, reprimanded, or reduced in rank or compensations or deprived of any advantage without due cause.

ARTICLE XIII

EQUIPMENT, ACCIDENTS AND REPORTS

A. The employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law.

B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

C. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition, until same has been approved as being safe by the mechanical department or bus supervisor.

ARTICLE XIV

ABSENTEEISM AND TARDINESS

A. At a time when the Board feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If the abuse continues, said employee will be called in a second time and given a written reprimand; and, if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.

ARTICLE XV

MILITARY CLAUSE

A. Employees enlisting or entering the military or naval service of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges by the Act.

ARTICLE XVI

LEAVES OF ABSENCE

A. Any employee desiring leave of absence from his/her employment shall secure written permission from the Employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the Employer. During the period

of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge, by the Board of Education for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

B. Union Leave. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, not to exceed seven (7) days per year, for any two members of the bargaining unit at any given time designated by the Union, to attend a Labor Convention, or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. No two employees will be excused from one department at the same time.

ARTICLE XVII

SICK LEAVE

A. Sick leave shall accrue for all employees at the rate of one (1) paid sick day for each month worked with said days being accumulative to one hundred ten (110) days.

B. A certificate of inability to work by reason of illness from doctor of medicine or other physician designated by the Board, (the cost of examination by Board designated physician to be borne by the Employer) and such other evidence of illness and inability to work as the Board may deem necessary may be required as evidence of the illness before compensation for the period of illness is allowed.

C. The parties agree that an employee working less than eight (8) hours shall accumulate sick leave days based upon the number of hours per day normally worked.

ARTICLE XVIII

VACATIONS

A. All employees who have completed the following steps of employment shall be entitled to vacation pay and/or time off as follows:

One (1) year.....One (1) week vacation

Two (2) through ten years.....Two (2) weeks vacation

Effective July 1, 1982:

Ten years and over.....Three (3) weeks vacation

B. All employees will receive vacation on pro-rata based on hours worked or average weekly earnings in conformance with the aforementioned increments.

EXAMPLE: In the Bus Drivers Classification: A regular employee averaging \$35 per week and having one (1) year seniority shall be paid \$35 vacation pay at the end of the school year in lieu of vacation time.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In case of death in his/her immediate family, a regular employee may be granted leave of absence with pay for the work days falling within the period between the time of death and the day of the funeral not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, except that a relative residing in the same household may, for the purpose of this section, be considered as one of the immediate family.

ARTICLE XX

DOCK DAYS

A. Employees may be allowed to take up to a total of ten (10) dock days (without pay) per year with the approval of the immediate supervisor.

B. Dock Days must be requested twenty-four (24) hours in advance.

C. No more than two (2) employees will be allowed per department, or more than four (4) per district, to be granted on a first come first served basis.

(1) For the purpose of this Article, Cooks and Bakers, Servers and Helpers will be considered one (1) department.

ARTICLE XXI

HOLIDAYS

A. Employees are entitled to the following paid holidays:

Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
½ day Good Friday
Labor Day
4th of July
First day deer season
Memorial Day

B. To be eligible for holiday pay, an employee must work the regularly scheduled day before the holiday and the regularly scheduled day after the holiday; provided, however, that this requirement will not apply with respect to any holiday falling within an employee's authorized vacation period; and provided further, that if an employee's name is on the payroll and he is paid for the day before and the day after a holiday, it will be considered as a day worked.

C. All employees will receive holidays on pro-rata basis based on hours worked or average weekly earnings.

D. Should one of the above holidays fall on Saturday, Friday shall be recognized as the holiday; should one of the above holidays fall on a Sunday, Monday shall be recognized as the holiday.

E. Employees will receive holiday pay for Labor Day even though the school calendar may start at a later date.

ARTICLE XXII

OVERTIME

A. Employees required to work in excess of their normally scheduled work hours in a day shall be paid overtime premium pay at the rate of one and one-half times their base rate of compensation for such excess.

B. The Employer may schedule overtime work and payment for such overtime work shall be in accordance with the following:

- (1) All work performed on Saturday and Sunday shall be paid at one and one-half ($1\frac{1}{2}$) times the normal rate.
- (2) Any employee called in for emergency work will be paid for two (2) hours minimum call-in pay at premium rates.
- (3) Cooks, Bakers and Helpers will receive one and one-half ($1\frac{1}{2}$) times their normal hourly rate for banquets and one and one-half ($1\frac{1}{2}$) times their normal hourly rate for hours over the normal scheduled work day.
- (4) Bus Drivers shall receive one and one-half ($1\frac{1}{2}$) times their normal hourly rate for all time in excess of their set minimums (regular scheduled running time).

ARTICLE XXIII

INSURANCE

A. Medical, Hospitalization and Dental. All twelve month employees shall continue to receive M.E.S.S.A. Insurance as previously provided and Delta Dental Insurance as previously provided by the Employer.

B. Life Insurance. All employees shall be entitled to term life insurance valued at Five Thousand Dollars (\$5,000) effective July 1, 1980. Effective July 1, 1981, an additional Five Thousand Dollars (\$5,000) for a total of

Ten Thousand Dollars (\$10,000). The entire cost of the premium shall be assumed and paid by the Employer.

C. Regular forty (40) hour employees will continue their dental insurance in effect prior to this Agreement.

ARTICLE XXIV

ACT OF GOD DAYS

A. Act of God days are those times when weather conditions are such that schools are closed by direction of the Superintendent for the safety and welfare of the public.

B. Act of God days will be treated as time worked for members of the bargaining unit. The following will be applied:

- (1) Act of God days will be invoked by the School Superintendent by 6:30 a.m.
- (2) Employees will be notified by telephone by at least 6:30 a.m. not to report for work. There will also be announcements on special news releases through radio stations.
- (3) Employees reporting for work due to not being properly notified will receive an additional two (2) hours pay for that day.
- (4) Twelve (12) month employees required to work due to their job requirements will be compensated with an additional day off at mutually agreed time to a maximum of four (4) days per year.
- (5) Less than twelve (12) month employees need not report for work but will receive pay.

ARTICLE XXV

WORKER'S COMPENSATION

A. The Employer shall provide Worker's Compensation for all employees covered by this Agreement in accordance with Michigan State Law. All regular employees injured on the job shall be covered as follows:

- (1) Seniority shall continue under Worker's Compensation.
- (2) The Employer shall continue to pay the employee's full hospitalization and life insurance for twelve months during said injury.

ARTICLE XXVI

MANAGEMENT RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board has used prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

- (1) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

- (2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify business or school hours or day.
- (3) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
- (4) Determine the services, supplies and equipment necessary to continue its operations and to determine methods and means of distributing, disseminating, and/or methods, and standards of operations, the means, methods, and processes of carrying on the work including automation or changes therein, the institution of new and/or improved methods or changes therein.
- (5) Adopt reasonable rules and regulations.
- (6) Determine the qualifications of employees, including physical conditions.
- (7) Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, Buildings or other facilities.
- (8) Determine the placement of operations, production, service, maintenance, and the source of materials and supplies.

- (9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- (10) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- (11) Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
- (12) The Board shall determine methods and means to carry on the operation of the schools.
- (13) To the management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
- (14) To establish hiring procedures and qualifications.
- (15) To establish course of instruction and in-service training program for employees, including special programs.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall not be in conflict with the intent of this Agreement.

D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.

E. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours are vested in the Board.

ARTICLE XXVII
BUS DRIVERS (SPECIAL)

A. So called special trips will be assigned by in-classification seniority from a list of those bus drivers agreeing to special trip assignments at the start of the school year.

B. Special trip times will be charged on a regular rotation basis to those employees refusing special trip assignments. Minimum times paid for bus drivers shall include driving, warmup, sweeping, washing and gassing of busses. By the second week of September, pre-established minimum scheduled running times will be posted. The driver will be guaranteed the pre-established running time and will be paid according to Article XXII for all time in excess that may be caused by inclement weather or other uncontrollable happenings.

ARTICLE XXVIII
WAGES AND CONDITIONS

A. Wage rates for classifications covered by this Agreement shall be contained in Supplement "A" and attached hereto.

ARTICLE XXIX
MAINTENANCE OF STANDARDS

A. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained during the term of this Agreement at not less than the highest standards established by this Agreement. The conditions of employment shall be improved wherever agreed upon. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE XXX

SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demand.

ARTICLE XXXI

NEGOTIATION PROCEDURES

A. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of members covered by this Agreement.

B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating 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 the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiation, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.

D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall become effective the first day of July, 1980 and shall continue in effect for three (3) years until the 30th day of June, 1983. This Agreement shall remain in effect after the expiration date so long as negotiations are in progress for a new Agreement. At least ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new Agreement.

TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214:

FARWELL AREA SCHOOL BOARD:

BY: B. C. Grable
B. C. Grable, Business Representative

BY: Douglas W. Salt
President

SUPPLEMENT "A"

WAGE RATES

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>		
	<u>9-2-80</u>	<u>7-1-81</u>	<u>7-1-82</u>
<u>Cooks and Bakers</u>			
First Year	\$ 4.37	\$ 4.81	\$ 5.27
Second Year	5.02	5.52	6.04
<u>Cook and Baker Assistant</u>			
First Year	\$ 4.10	\$ 4.51	\$ 4.94
Second Year	4.66	5.13	5.62
<u>Servers and Helpers</u>			
First Year	\$ 3.85	\$ 4.24	\$ 4.64
Second Year	4.31	4.74	5.19
<u>Custodian and Maintenance*</u>			
First Year	\$ 4.50	\$ 4.95	\$ 5.42
Second Year	5.15	5.67	6.21
<u>Bus Mechanic</u>			
First Year	\$ 5.15	\$ 5.67	\$ 6.21
Second Year	5.97	6.57	7.19
Third Year	7.00	7.70	8.43
<u>Bus Drivers</u>			
First Year	\$ 5.65	\$ 6.22	\$ 6.81
Second Year	5.79	6.37	6.98
Third Year	5.91	6.50	7.12

* Custodians and Maintenance to receive three percent (3%) additional shift premium for second and third shift.

LETTER OF UNDERSTANDING

It is mutually agreed between the parties that a bus driver's total daily pay for any regular run is determined in the following manner and covers the following duties and conditions.

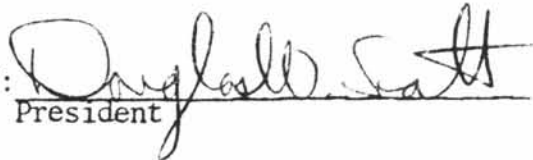
- (1) Running time will be established for each route by the transportation supervisor and shall be the time necessary to travel the route from leaving the bus lot until returning to the bus lot. The morning pick up time shall be used as a base. The allowance for afternoon take-home time shall be equal to the morning time unless there is a significant difference in the routing of the afternoon run. Running time will vary from one route to the other.
- (2) The driver of each regular run shall be paid one hour of time each day to perform the following tasks:
 - (a) Vehicle warm up.
 - (b) Washing exterior of the bus.
 - (c) Cleaning of interior of the bus.
 - (d) Cleaning exterior portion necessary to operate the bus safely.
 - (e) Fueling the bus.
 - (f) Pre-trip checking of under-hood fluid levels.
 - (g) Pre-trip safety inspection.
 - (h) Prompt reporting of mechanical and service needs.
- (3) The driver of each regular run shall be paid thirty minutes each day to cover the following conditions, duties, and eventualities.
 - (a) Preparation of maps and route lists.

- (b) Updating and changing of maps and route lists.
 - (c) Bad roads and weather conditions.
 - (d) Break down time.
 - (e) Dealing with discipline problems.
 - (f) Supervisor evaluations.
 - (g) Evacuation drills
 - (h) Local in-service training.
- (4) The driver of each regular run shall be paid twenty minutes each day for lot time in the afternoon in preparation for loading.
- (5) The driver of each Kindergarten noon run shall be paid actual running time plus thirty minutes to cover items listed in (2) and (3) above.

TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214:

BY: 
B. C. Grable, Business Representative

FARWELL AREA SCHOOL BOARD:

BY: 
President

LETTER OF UNDERSTANDING

It is mutually agreed between the parties that supervisory persons may continue to do bargaining unit work to the extent that they have done in the past.

TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214:

FARWELL AREA SCHOOL BOARD:

BY: *B. C. Grable*
B. C. Grable, Business Representative

BY: *Douglas Scott*
President