

MASTER CONTRACT AGREEMENT

BETWEEN

BENDLE BOARD OF EDUCATION

AND THE

**SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL/CIO
LOCAL 591, BENDLE UNIT**

CUSTODIANS

and

BUS DRIVERS

JULY 1, 2006 - JUNE 30, 2007

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DISTRICT RIGHTS

No provision of this agreement will be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under PERA or obligations under the Revised School Code. This provision shall take precedence over any other provision of this agreement and is ultimately the controlling language for interpreting this agreement.

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred manifestly recognized and intended to convey complete power in the board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District 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 shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the district's business, the equipment, the operations and to direct the working forces and affairs of the Employer
2. Continue its rights and past practice of assignment and direction of work of its personnel, determine the number of shifts, hours of work, length of work year, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work of extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or 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, services, maintenance or distribution of work, 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.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

AGREEMENT

THIS AGREEMENT entered into this First Day of July 2004, by and between the BOARD OF EDUCATION OF THE BENDLE PUBLIC SCHOOL SYSTEM, BURTON, MICHIGAN, hereinafter called the "Board", and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL/CIO, LOCAL 591, hereinafter called the "Union".

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

ARTICLE I - DEFINITIONS

- Section 1: The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite references herein, the "Board" and "Union", as such, each reserves the right to act hereunder by committee, or designated representatives.
- Section 2: Reference to male employees shall include female employees.

ARTICLE II - RECOGNITION

- Section 1: The Board hereby recognizes the Union as the exclusive bargaining representative for all Custodial and Bus Driving personnel of the Bendle Public Schools.

ARTICLE III - UNION SECURITY AND DEDUCTION OF UNION DUES

- Section 1: All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the terms of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do this above as a condition of employment.
- Section 2: During the terms of this Agreement, the Board will honor written assignment of wages to the Union for the payment of Union dues, initiation fees, special assignments, and voluntary COPE deductions. Voluntary COPE deductions will be of the same amount for each member participating. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.
- Section 3: The Union shall notify the Board in writing of the amount of such dues, fees, assignments, and voluntary COPE deduction. The Board will cause such dues, fees, assignments and voluntary COPE deductions to be remitted to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions other than COPE will be made on the last pay period of each month. COPE deductions will normally be made on the last pay of July.

Section 4: All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the terms of this Agreement shall make the above payments to the Union after ninety (90) consecutive days of employment with the Board of Education.

Section 5: The Board shall provide, with the union present, each new employee hired, at the time of hiring, an Assignment of Wages form for payment to the Union of Union dues, initiation fees, and special assignments. Assignment of Wages forms will be furnished to the Board by the Union. The Board shall inform each new employee hired, at the time of hiring, that failure to begin payment of Union dues or agency fees after the completion of his/her ninety (90) consecutive days of employment will result in the commencement of termination procedures against such employee upon written Union notification to the Board. On or before the tenth (10th) of each month, the Board shall inform the Union, in writing, of employees returning from a leave of absence in the preceding month.

ARTICLE IV - JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1: The Union may appoint one steward and one alternate steward. Such steward and alternate steward, regardless of when selected, shall not function as such until the Board has been notified, in writing, by the President of the Local Union, or designee.

Section 2: The steward and alternate steward and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.

Section 3: Any steward or alternate steward having an individual grievance in connection with his/her own work may ask that another steward or alternate or Union official assist him/her in adjusting the grievance.

ARTICLE V - UNION RELEASED TIME

Section 1: The steward, or alternate steward, shall be released from work, without pay, for the investigation of grievances if they deem it necessary during his/her regular hours of work.

Section 2: The steward, or alternate steward in his/her absence, shall be released from work with pay for the processing of a grievance at level III of the grievance procedure.

Section 3: Employees selected by the Union to serve in contract negotiations and/or other union business shall be released from work, without pay, when such meetings are scheduled during their regular hours of work with the following provisions:

- (a) Written notification must be made to the Director of Maintenance/Operations of the Bendle Public Schools twenty four (24) hours prior to the time of absence for such meeting. If advance written notification is not received as stated above, the employee will not be released from his/her regular scheduled working assignment (*NOTE: The written prior notification may be "waived" in emergency or extenuating conditions when mutually agreed upon between the President of the Local 591 and the Superintendent of the Bendle Public Schools*)
- (b) Release from work for such "meetings" shall be at a minimum of four (4) hours.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1: Definition: A grievance is a claim by one or more employees of improper application or interpretation of the Agreement.

Section 2: Employee: includes any individual or group of individuals within the bargaining unit, as previously defined, and covered by this Agreement.

Section 3: Purpose: The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

Section 4: Representation: Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 5: Any bargaining unit employee may be represented beginning at Level Two of this procedure by a representative of the Union.

Section 6: Upon the request of either party hereto and upon mutual agreement of both parties, a grievance may be commenced at any level of the grievance procedure.

Section 7: Procedure: The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The term "day(s)" when used in the grievance procedure shall always mean working days.

LEVEL ONE - RESOLVING GRIEVANCE INFORMALLY: An employee(s) having a grievance shall first take the grievance up with his/her immediate supervisor. This must be done within twenty (20) days of the time that the grievance occurred. After presenting the grievance to his/her immediate supervisor with the object of resolving the matter informally, the immediate supervisor shall within five (5) days give his/her answer orally and informally at this level; the aggrieved employee should proceed to the next level.

LEVEL TWO: If the grievance is not settled at LEVEL ONE, the employee may request his immediate supervisor to call the employee's union steward to handle the grievance. The grievance at this time shall then be submitted to the immediate supervisor on a signed written "Report of Grievance" form within three (3) days after receipt of unsatisfactory response at LEVEL ONE.

The "Report of Grievance" shall contain the following:

- (a) The name of the grieving employee or group of employees.
- (b) The nature of grievance, including contract provisions violated and persons violating them, if possible.
- (c) Specific relief that is being requested.
- (d) The signature of the employee or employees involved.

The "Report of Grievance" shall be completed in three (3) copies, signed by the aggrieved employee(s) and union representative and filed with the employee's immediate supervisor.

The supervisor and the aggrieved employee, with union representation, shall meet within two (2) days following the filing of the grievance and attempt to adjust and settle the grievance. Within two (2) days following this meeting, the supervisor shall give answer to the grievance in writing, providing two copies to the Union, and one copy, which shall be attached to the original grievance form submitted to the Supervisor and retained by the employer.

LEVEL THREE: If the grievance is not settled at LEVEL TWO, the aggrieved employee may appeal the decision made at LEVEL TWO within ten (10) days, in writing, to the Superintendent.

The Superintendent shall give his answer to the grievance within ten (10) days after receipt of the appeal. During this ten (10) day period, the Superintendent will arrange for a conference with the aggrieved employee and union representation and the employee's immediate supervisor to obtain relevant information about the occurrence which initiated the grievance. This conference will be scheduled at a time when there is no disruption of normal school routine and duties of the aggrieved employee.

LEVEL FOUR: In the event the grievance is not settled at LEVEL THREE, the aggrieved employee may appeal the matter within ten (10) days to the Board's Review Committee. The appeal shall be initiated by a notice, in writing, filed with the Superintendent who shall be

responsible for arranging a hearing date, time and location for the Board's Review Committee to meet with the aggrieved employee, and union representation.

Within thirty (30) days from the date that the appeal was filed with the Superintendent, the Board shall give its reply in writing with two (2) copies being submitted to the Union and one copy attached to the original grievance form submitted to the Supervisor and retained by the employer.

LEVEL FIVE: Within ten (10) days of the receipt of the answer at LEVEL FOUR, the Union may, by written notice to the Board, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new Agreement.

The decision of the arbitrator shall be final and binding all parties, and they hereby agree to abide by such decisions. The fees and expenses of arbitration will be borne equally by both Union and the Board.

ARTICLE VII - DISCIPLINE OF EMPLOYEE

Section 1: The Board shall not discharge or discipline any employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action shall be progressive in nature.

- Step 1 Oral Counseling - Written documentation placed in file with copy to employee and Union.
- Step 2 Written Reprimand - Documentation placed in file with copy to Employee and Union.
- Step 3. Suspension - Based on severity of infraction(s) with documentation placed in employee file with copy to employee and Union.
- Step 4 Suspension up to termination - Based on severity of infraction(s) with documentation placed in employee file with copy to employee and Union.

All discipline will occur as a result of an investigation. Oral counseling may be bypassed in the progressive disciplinary process should the offense be of a serious nature. All steps of progressive discipline will afford the employee union representation.

Employees receiving written reprimands will be informed prior to receiving a reprimand that they may request union representation at the time the reprimand is given, if they so wish. This request for representation shall be made by the employee through his/her immediate supervisor.

Section 2: The Board agrees to notify the Union, in writing, in the case of suspension or

discharge.

Section 3: When an employee receives suspension and/or discharge, the employee will be allowed to discuss his/her discipline with his/her steward and the Board will make available an area where he/she may do so before he/she is required to leave the property of the Board. Upon request, the Board or its designated representative will discuss the suspension or discharge with the employee and the steward.

Section 4: Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented in writing to the Superintendent within five (5) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent shall give an answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at the Board committee level. If a grievance is not filed within five (5) regularly working days by the employee or the Union, it shall be assumed that the answer was accepted and the right to use the grievance procedure is waived.

Section 5: In imposing discipline on a current charge, the employer will take into account the employees total work record as it applies to the responsibilities of their primary and related duties as outlined in the Master Agreement. Consideration will be given in administering discipline to work records which have resulted in no discipline for the previous twelve (12) months.

Section 6: Employment shall be terminated for either of the following infractions:

1. Falsifying records at the time of employment and anytime thereafter.
2. Use of illegal drugs or alcohol during working hours, possession of illegal drugs or alcohol on school property, or being under the influence of drugs or alcohol during working hours.

ARTICLE VIII - WORKING CONDITIONS AND SAFETY

Section 1: The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2: The provisions of this contract shall be applied to all employees covered by the Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

ARTICLE IX - SAFETY DEVICES

The Board agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks and protective gloves, and such other safety devices as determined necessary by law.

ARTICLE X - MISCELLANEOUS

Section 1: All notices required to be given to the Board by this Agreement will be sufficient if mailed to the Board by ordinary mail to the Bendle Public Schools, Administration Building, 2283 E. Scottwood Avenue, Burton, MI 48529. All notices required to be sent to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1305 W. Dayton Street, Flint, MI 48504 or to such other address as the Union shall direct in writing.

Notices as required by this Agreement to be "posted" shall be mailed to the employees when they are on vacation or when they have been absent from work for longer than five (5) working days due to sickness. It shall be the responsibility of the employee to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is filled and shall not be a factor in a grievance.

Section 2: Supervision Returning to the Bargaining Unit: Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests return to or is returned by management to the bargaining unit shall return to the same class, seniority and pay level he/she held prior to his/her appointment to supervision.

Section 3: Custodians and Bus Drivers will not report for work when a state of emergency relating to snow is declared by either the City of Burton or Genesee County. Should custodians be called in to plow they will be paid overtime.

Section 4:

1. All employees shall be provided a performance evaluation prior to the end of each fiscal year.
2. At any point when an employee's performance is assessed as unsatisfactory, a plan of assistance will be developed and implemented.
3. Evaluations will be performed jointly with the building administrator and Director of Plant Operations.
4. The purpose of evaluations shall be a joint effort on the part of management and labor to identify employee strengths and those areas in need of improvement.

Section 5

The Board and the Union shall form a joint management labor committee whenever a need or issue of interest to either party arises during the duration of the contract. The committee shall be comprised of those members directly involved with the need or issue to be addressed. The Local Chairperson, the Director of Plant Operations and the parties directly involved with the need or issues may serve on the committee. The committee shall be comprised equally of management and labor members.

Committee meetings will be held so as not to conflict with regularly scheduled work hours. A future meeting date will be scheduled within 48 hours.

ARTICLE XI - UNION RIGHTS

Section 1: The employees and the Union as their exclusive bargaining representative shall have an opportunity to enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of the Agreement.

ARTICLE XII - EFFECT OF LEGISLATION

Section 1: If any law now existing or hereinafter enacted or any proclamation regulation, or edict of any state or national agency shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may open for negotiations on the invalidated portion; and, if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE XIII - MEDICAL REQUIREMENTS

Section 1: All health certificates and x-ray certificates paid by the Board shall be kept in the employee's personnel file unless otherwise required by law.

All employees will adhere to the Blood borne Pathogens standards and use of universal precautions.

The Board shall maintain separate medical and personnel files for employees

*****CUSTODIAL PROVISIONS*****

ARTICLE XIV - SENIORITY

Section 1: Definition and Purpose: Seniority is length of continuous service in any job in the bargaining unit. Seniority and other relevant factors are used in determining the right of an employee to transfer to another job within the bargaining unit, subject to the grievance procedures.

ARTICLE XV - ACQUIRING AND ACCRUING SENIORITY

Section 1: All regular employees shall be on probation for their first ninety (90) consecutive days of their employment. Upon the completion of their probationary period, such employees shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the Board.

Section 2: Part-Time Employees: Any person employed to work five (5) days per week, but less than eight (8) hours per day. Part-time employees shall have their seniority pro-rated accordingly.

Section 3: Full-Time Employees: A person who is employed to work eight (8) hours per day, five (5) days per week, is a full-time employee.

Section 4: Retention of Past Seniority: All seniority acquired by an employee prior to the date of this Agreement shall be retained.

Section 5: Seniority Lists: Seniority lists shall be prepared and posted during the first thirty (30) days of each new school fiscal year (July).

Section 6: A bulletin board will be provided in the boiler or maintenance room of each building on which pertinent information such as this can be posted. These are areas that are not commonly frequented by students.

Section 7: Loss of Seniority: Employees lose seniority when they:

- (a) Voluntarily quit

- (b) Are discharged for just cause.
- (c) Absent themselves from work without notice for three (3) consecutive working days.
- (d) Fail to return from approved leaves of absence on or before the appointed time.
- (e) Accept other employment during leaves of absence unless specifically provided by this Agreement.
- (f) Falsify records at time of employment.
- (g) Use of intoxicating liquor during working hours, bring alcoholic beverages on school property or are under the influence of intoxicants on school property during working hours.

ARTICLE XVI - LAY-OFF

Section 1: When custodians are laid off, the employee with the least seniority by classification shall be laid off first.

Section 2: Any employee who has been laid off may displace the least senior employee in another classification if he/she has more seniority than the employee to be displaced.

- (a) In order to displace a person in another classification an employee must meet the same qualifications he/she would need to obtain the position through Article XVIII-Section 3, Para 2 (Transfers/Promotions)

ARTICLE XVII - RECALL

Section 1: Employees having the most seniority will be the first recalled to jobs by classification from which they were laid off.

Section 2: No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.

Section 3: Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board by certified mail, return receipt requested. The employee shall report to work no later than seven (7) calendar days after mailing of notice.

ARTICLE XVIII - VACANCIES: TRANSFER/PROMOTIONS:

Section 1: Posting Vacancies: All job vacancies in the bargaining unit shall be posted on the employee bulletin board at least five (5) working days before the vacancies are

filled.

Section 2: Request for Transfer/Promotion: Custodians may apply for a posted position by making such request in writing to the Superintendent. No vacancy shall be filled, except in case of emergency on a temporary basis, until such notice has been for at least five (5) working days.

Section 3: Filling Vacancies: The Board agrees to:

(a) Fill vacancies from within its own staff whenever possible.

(b) Transfers/Promotions:

1. The following factors will be considered in the selection of candidates: Classification, seniority, training, total work record and the ability to perform the job. However, if there are no requests for transfer received from an employee (s) within the classification in which the vacancy exists, then consideration for transfer will be given to the employee in another classification with consideration being given to seniority, training, total work record, and ability to perform the job.

Section 4: Refusing Promotions: Any employee may refuse a promotion without loss of seniority or without prejudice to future consideration for promotion.

Section 5: Permanent/Temporary Transfers: Employees may be transferred as long as the transfer is within the same classification and pay rate which is in the interest of the employer for the improvement or betterment of the district and/or the employee.

Section 6: Temporary Position: When an employee has given written notice that his/her absence will extend more than fifteen (15) consecutive working days, this person's assignment will be considered as temporarily vacant and other employees may 'bid' for this temporarily vacant position. This does not include vacations. "Secondary vacancies" created as a result of an employee being temporarily assigned to the 'primary vacancy' will be filled at the discretion of the Director of Maintenance and Operations. The employee serving in the 'temporary position' shall be paid at the classification RATE of the position which he/she is temporarily filling.

ARTICLE XIX - WORK WEEK AND HOURS OF WORK

Section 1: Work Week: The standard work week will consist of five (5), eight (8) hour days, Monday through Friday. Should a split shift become necessary times will be mutually agreed upon by the employer, employee and Union.

Section 2: Lunch Periods: All employees will be assigned a lunch period of thirty (30) minutes on their own time, approximately midway in the shift.

(a) When two or more employees are working simultaneously, assigned lunch periods will be staggered to provide one 'on duty' person at all times.

1. Provisions (a) above will be 'waived' during the summer vacation period, which is defined as the first Monday following the close of school in June until the day that school commences for the ensuing school year.

ARTICLE XX- REST PERIODS

Section 1: Each employee shall be granted and assigned two (2) fifteen (15) minute rest periods during his/her eight (8) hour working day. One rest period will be assigned approximately mid-way through the first four (4) hours of work with the second rest period assigned approximately mid-way through the last four (4) hours of work.

(a) When two or more employees are working simultaneously within the same building, rest periods will be so assigned as to provide one (1) 'on duty' person at all times.

(b) Employees must remain at their assigned worksite during their two (2) assigned rest periods. For the duration of this contract worksite will include vehicles on the premises.

1. Subparagraph (a) above will be waived during the summer vacation period which is defined as the first Monday after the end of the school year in June until the day school commences for the ensuing school year.

ARTICLE XXI - COMPENSATION

Section 1: Basic Rate: Each employee shall be paid his/her hourly rate as set forth in Appendix "A" of this Agreement.

Section 2: Mandatory or Voluntary Overtime: Overtime pay will be paid at the rate of one and one-half times the employees' hourly rate for:

(a) All hours worked in excess of forty (40) hours in one week and-assigned by management.

- (b) All hours worked during a paid holiday. This is in addition to his/her holiday pay.
- (c) Overtime work will be assigned to employees of that building in which overtime work is required by classification, ability, and seniority. Employees will not be entitled to lost overtime wages if an 'error' is made in overtime assignments. However, the employee will be offered the next overtime assignment. Note: A listing of each employees overtime hours will be registered to ensure that equity is maintained between building employees. Should overtime be refused then that employee will be credited with those hours. Should overtime be refused by all building employees, then the employee with the lowest accumulated overtime in that building will be assigned.
- (d) Employees will be notified of potential overtime no less than 48 hours prior to the date of the assigned overtime, unless an emergency or extenuating circumstances occur.

Section 3: Call-In Pay: Any employee requested to report for work out-side his/her regular assigned shift shall receive a minimum of two (2) hours pay unless such work shall occur immediately preceding or immediately following his/her regularly assigned shift.

Section 4: Shift Assignments: Whenever an employee regularly assigned to a second shift is placed on first shift, he/she shall receive the regular first shift pay.

Section 5: Work Assignments Considered "Maintenance Work": IIE Custodial employees working in the above classification will receive maintenance hourly wages when such work assignments have been assigned by the Director of Operations.

- (a) Assembly and installation of new playground equipment. (This does not include the repair and/or replacement of parts on existing equipment.)
- (b) Finish taping and seaming in dry walling. Finish carpentry in building shelves and cabinets. Installation of new doors with hinges, closures, and lock sets. Finished carpentry does not include "rough" carpentry.
- (c) Plumbing repairs to pipes, fitting, etc., when over 3/4 inch. (This does not include flush valves to urinals, stools, or sink traps.)
- (d) Installation of drop-ceiling when project is totally their responsibility from layout to completion.
- (e) The removing and/or replacement of any electrical motor over 1/2 h.p.
- (f) Replace high pressure sodium ballasts.
- (g) Installation of more than two (2) boxes of floor tile in any given area at a given time.
- (h) Replacing bearing assemblies, motor mounts, pressure relief valves,

- thermo couplers, and break-down and cleaning out of low water cut-offs and basket traps.
- (i) Maintenance hourly wages will not be paid to IIE personnel when any of the above work is served as a "helper" on any of the above assignments.

Section 6: Night Custodians wishing to work as a substitute day custodian must inform the Director of Operations of their availability. Should the employee then reject an offer to work five (5) times then they will be considered no longer available based on a fiscal year (July 1 - June 30).

ARTICLE XXII - LEAVES OF ABSENCE

Section 1: Holidays: Employees covered under this Agreement shall be granted seven (7) annual paid legal holidays and such other paid days as specified:

1. Labor Day
2. Thanksgiving Day
 - (a) Day following Thanksgiving Day
3. Christmas Day
4. New Year's Day
 - (a) The work day following Christmas & New Year's Day
 - (b) If Christmas Day and New Year's Day fall on a Saturday or Sunday, the Friday prior to and the Monday subsequent to those days will be granted.
5. President's Day(s)
 - (a) President's Day(s) will be the same as given to teachers.
6. Memorial Day
7. Independence Day
 - (a) If Independence Day falls on a Saturday, the work day prior to this day will be given. If Independence Day falls on a Sunday, the following day will be granted.
8. Good Friday and Easter Monday shall be allowed if school is not in session.

PROVISIONS:

1. To be eligible to receive wages for any of the above paid days, the employee must work his/her last regular scheduled work day immediately preceding and following such paid day except when:
 - (a) The employee is off from work due to sickness, and said employee has

accumulated sick leave time; and the employee uses a sick leave day to cover his/her day of absence.

- (b) The employee reports to work during the shift preceding or following the holiday and if, during his/her work shift the employee becomes sick and he/she notifies and receives approval from his/her immediate supervisor to leave work. In this case, the employee will be paid for the holiday if he/she has, and uses, accumulated sick leave accrued to cover his/her lost time for that day.

- 2. If an employee is absent due to illness during a period in which such paid day occurs, he/she will be eligible for payment only if the employee is being paid through accumulated sick leave time. In this case, the paid holiday would not be chargeable to his/her accumulated sick leave days.

Section 2: Vacations: Regular full time employees under the provisions of this contract shall receive vacation with pay under the provisions as stated below:

YEARS OF SERVICE	VACATION ALLOWANCE
After one (1) year of service.....	One (1) week
After three (3) years of service.....	Two (2) weeks
After seven (7) years of service.....	Three (3) weeks
After ten (10) years of service.....	Four (4) weeks
After twenty-five (25) years of service.....	Five (5) weeks

- 1. A year of service being defined as one in which the employee has a total of 1400 hours of paid time by the Board during the year, based on the employee's anniversary date of hire.
 - (a) An employee who has worked less than 1400 hours of paid time by the Board, but more than 1040 hours of paid time, will receive one-half of the vacation allowance as stated above.
 - (b) Any employee having less than 1040 hours of Board paid time will receive no vacation allowance during the year, based on the employee's anniversary date of hire.
 - (c) Regular half-time employees, scheduled to work twenty (20) hours per week, will receive vacation allowance determined on one-half of the requirements as stated above.
- 2. Vacation time cannot be accumulated from year to year.
- 3. Time off for use of vacation allowance will not be granted in less than one (1) day increments.
- 4. Vacation requests for one week or less must be submitted and approved one (1) week in advance; vacations for more than one week must be submitted and approved two (2) weeks in advance. Vacations may be granted to up to 50% of the staff with the exception of two (2) weeks prior to the end of school and two (2) weeks prior to the beginning of school. The Director of Maintenance and Operations may approve vacations of personnel in the

same building at the same time if extenuating circumstances exist.

5. Should extenuating circumstances prevent an employee from using vacation days within the prescribed period of time, a written request for an extension, may be submitted to the Superintendent. A letter will be sent to each employee explaining the procedure for applying for an extension.

VACATION APPLICATION PROCEDURES

1. Requests for vacation will be submitted to the Director of Maintenance and Operations. The date and time of receiving each employee's vacation request will be recorded.
2. Vacation requests must be made in accordance with Section 2: Vacation Para. 4
3. Determination of vacation requests will be made within four (4) working days after the request has been recorded as received in the Central Office if the employee has accrued the necessary number of vacation days and he/she has complied with Section 2: Vacations-Para. 4.
4. Upon returning from a vacation, custodial employees shall submit a "Verification of Vacation Days Used" form located on the back of the "Vacation Request Form", available in the office of each building principal. Upon completion by the employee, it will be counter-signed by the Director of Maintenance and Operations, with a copy provided to the employee. If this form has not been submitted by the second payday following the date of the employee's return from vacation, his/her pay check will be held in the Central Office, where he/she shall complete the required "Verification of Vacation Days Used" and pick up his/her check. (In such cases, counter-signing by the building principal will not be required.)

Section 3: Paid Sick and Emergency Leaves: Twelve (12) combined sick and emergency leave days will be granted annually to each full-time employee.

One-half of the above sick and emergency leave days will be granted to part-time employees.

Sick and emergency leave credit provided in Section 3 shall be reduced by one day for each month that an employee is on an unpaid leave of absence. No employee shall forfeit sick and emergency leave during such approved unpaid leave of absence which has accumulated in years prior to the year in which the approved leave is taken. Each employee who is on an approved unpaid leave of absence on July 1 shall receive sick and emergency leave credit upon his/her return to work pro-rated to the following July 1.

New employees must work thirty (30) days to be entitled to use sick and

emergency leave. No employee may use sick and emergency leave except during his/her regularly assigned work year. No employee may use sick and emergency leave while on vacation or while on an unpaid leave of absence.

Sick and emergency leave days for new employees shall be prorated from date of employment to December 31st, or June 30th, whichever is appropriate, the employee must be on the payroll for a period from July 1st through June 30th before the full annual complement of sick and emergency leave days are granted.

The unused portion of sick and emergency leave allowance shall accumulate from month to month and year to year, without limitation.

SICK AND EMERGENCY LEAVE MAY BE USED FOR THE FOLLOWING PURPOSES:

1. **Personal Illness:** An employee claiming leave for personal illness, before being entitled to sick pay after the fifth (5th) working day of absence, must submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness.

Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work and perform full job responsibilities.

2. When sick or emergency leave is claimed for serious illness of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days. The immediate family shall mean husband, wife, children, mother father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece and first cousin.
3. Unusual "Hardship" cases: Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor. Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents shall be granted for a period not to exceed one (1) day. All other leaves for unusual "hardship" reasons may be granted at the discretion of the employee's immediate supervisor and/or Superintendent.

4. Three (3) days per year of sick and emergency leave may be used for Personal Business.

NOTIFICATION IN USING SICK AND EMERGENCY LEAVE DAYS:

1. Day custodians shall notify the Director of Plant Operations one (1) hour prior to the beginning of their assigned shift. Such notification must include the reason for absence.
 - a. Employees shall not leave their assigned work-site without notifying his/her immediate supervisor (Director of Operations, Building Principal, or Superintendent).
2. Night custodians shall notify the Director of Plant Operations by 1:00 p.m. on the day of their assigned shift reporting time. Such notification must include the reason for absence.
 - a. Employees shall not leave their assigned work-site without notifying his/her immediate supervisor (Director of Operations, Building Principal, Superintendent).

Note: if for some reason you are unable to make contact with the Director of Plant Operations, the Superintendent of Schools should be contacted

3. Custodial employees who claim sick days either prior to and/or immediately after a paid legal holiday shall not have the holiday counted as further sick days. However, the employee must bear the burden of proof of legitimate sickness in order to qualify for sick leave days.
4. Upon the employee's return from using a sick or emergency leave day, he/she must submit a "Verification of Absence" (Form provided by the Board and available in each principal's office.) This form must be counter-signed by the building principal and forwarded to the Central Administration Office. This form is necessary in order to maintain accurate and documented employee payroll records, and it is the employee's responsibility to see that it is submitted.
 - (a) No deduction will be made from the employee's pay for a sick leave taken if the employee has accumulated sick leave days. However, if the employee has not submitted the "Verification of Absence" prior to the second payday following his/her absence, the employee's paycheck will be held in the Central Administration Office until such time as the employee comes to the Central Office where he/she shall complete the counter-signing by the building principal will not be required.
 - (b) If the employee does not wish to use his/her accumulated sick leave days for the period of time of his/her absence, such notice shall be made on the "Verification of

Absence" form. The pay deduction in such cases will be made no later than the second sub-sequent paycheck and the 'deduction' previously made for the use of a sick leave day will be added back to the employee's accrued sick leave days.

5. Reimbursement for sick and emergency leave days used shall not be made in excess of the number of the accumulated total of sick and emergency leave days accrued by the employee. Pay for absences in excess of the accumulated total of sick and emergency leave days accrued by the employee shall be deducted from the employee's pay.

Section 4: Death Leave: A maximum of five (5) death leave days not chargeable as sick and emergency leave days will be allowed for each death of a member of the immediate family. Immediate family to be interpreted as husband, wife, children, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step- parents, son-in-law, and daughter-in-law.

In the event of a death which is not defined above, death leaves may be granted, upon request, by the Superintendent at his discretion.

Section 5: Compensable Illness and Injuries: All employees are covered by the Michigan Worker's Compensation Act. The compensation provided therein shall be the only compensation paid to the employees entitled to compensation thereunder; provided that, any employee may elect to charge lost wages not covered by Worker's Compensation against his/her unused sick and emergency leave to the extent thereof. Payments to employees under this section shall not exceed the employee's regular hourly wage which he/she would have received if they had been working.

Section 6: Jury Duty and Court Service: An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment shall be paid by the Board an amount equal to the difference between the amount of wages* the employee would otherwise have earned by working during straight time hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty or is in court or before an administrative tribunal as a witness on which he otherwise would have been scheduled to work for the Board. If the employee has been subpoenaed, a copy of the subpoena must be provided to the Board prior to the time of the employee's sick and emergency leave allowance. The employee shall, upon demand, submit proof of any pay received because of such service.

*Wages shall be the employee's regular hourly wage as indicated in appendix "A"

or Appendix "B" of this Agreement, depending upon whether the employee is a custodian or bus-driver.

Section 7: Military Service: When an employee who is now, or hereafter becomes, a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve, is called to active duty during his regularly assigned work year, he/she shall be paid the difference between his regular hourly wage* and the allowance of the State of Michigan or other governmental authority having charge of such service, for a period not to exceed two (2) standard work weeks. Before such a payment shall be made, the employee must file with the Board a letter from his/her commanding officer stating the period of activity and the allowance paid to the employee by the State of Michigan or other governmental authority for such service. Such payment shall not be charged against the employee's sick and emergency leave allowance.

*Wages shall be the employee's regular hourly wage which he/she would have received if they had been working.

UNPAID LEAVES OF ABSENCE

Section 8: Sick Leave: Any employee whose personal illness extends beyond the period compensated under sick and emergency leave provisions of this Agreement, shall be granted an unpaid leave of three (3) months from after the last day of paid sick and emergency leave renewable in three (3) month intervals for a period not to exceed eighteen (18) months in total. The Board may require a physical examination by a physician designated by the Board, with the Board bearing the expense of the physical examination. If the Board's physician's statement of disability differs from the employee's physician's statement of disability, a third opinion will be sought from a physician mutually agreed upon by the parties of this contract agreement.

Each party of the contract shall bear one-half the cost of this examination. The third physician's examination statement will be the one that will make the final determination as to the employee's ability to work. Failure to return to work, should the third opinion state that the employee is able to work on the employee's next regular scheduled work day, will be sufficient cause for disciplinary action.

Upon return from such leave, the employee shall be assigned to the same position that he/she held prior to the granting of such leave. If the position has been

discontinued, then the employee will be assigned to another position within the same classification.

During said leave of absence, the employee may elect to continue insurance benefits by paying premiums through the Central Office upon approval of the respective insurance carrier.

Section 9: Family Care Leave

- a. A leave of absence for Family Care, without pay and fringe benefits, shall be granted to any employee for the purpose of caring for a member of the immediate family. During said leave, the employee may elect to continue insurance benefits by paying premiums through the Central Office, contingent upon approval of the respective insurance carrier.
- b. A request for Family Care Leave, without pay, shall be submitted to the Director of Operations at least two (2) weeks prior to the effective date of the Leave of Absence.
 - 1.) Emergency situations which are verified by a physician, permits "waiver" of the two week notification requirement and said leave would commence on the date recommended by the physician.
- c. A leave of absence for Family Care shall be granted up to one full year.

Section 10: Religious Holidays: Three (3) days leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee shall file written application therefore with his/her immediate supervisor at least two (2) working days before such religious holiday.

Section 11: Military Leave: Unless circumstances have so changed as to make it impossible or unreasonable to do so, any employee who has heretofore left or hereafter leaves other than temporary employment with the Board to serve in the Armed Forces and who receives an honorable discharge and applies for a position within ninety (90) days after such discharge shall be re-employed to a position of like nature, seniority, status, and pay as that which he/she held immediately prior to his/her entry into the Armed Forces within (30) days after such application.

Section 12: Study Leave: The Board may grant, upon written application, a leave of absence for study for one (1) year without pay or fringe benefits. Whenever written application is received and denied, the Board will submit in writing to the applicant the reason for denial.

Section 13: Other Unpaid Leaves: Unpaid leave of absence for other justifiable reasons upon written application therefore may be granted by the Board. Leaves under the category of 'other unpaid leaves' for longer than thirty (30) days may be granted upon application in writing to the Board, but such leave shall not exceed sixty (60) days in total and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his/her work. An employee who accepts other employment while on leave under this section will be discharged.

When a written application is received under this section and the request is denied by the Board, the Board will submit in writing to the applicant the reason for denial.

Section 14: Returning from Leave of Absence: An employee returning from paid leave of absence shall be returned to his/her former position and classification except for those employees on Worker's Compensation leaves which are longer than one (1) year. All employee's returning from unpaid leaves of absence or Worker's Compensation leaves for longer than one (1) year shall be re-employed upon the terms and conditions and in the same manner as employees who are recalled after being laid off.

Any person returning from extended leave of absence for personal illness for a period no longer than six (6) months shall be placed in his/her former classification, job, position and pay; if that assignment does not exist, the employee will be assigned to another position within his/her same classification.

Any employee on an extended leave for personal illness for longer than six (6) months shall be re-employed upon the same terms and conditions and in the same manner as employees who are recalled after being laid off.

Section 15: Request for Leave: Except in emergencies or herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the Board for such leave at least fourteen (14) days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days.

Requests for leaves of absence of fourteen (14) days or less shall be made at least two (2) working days prior to the date on which leave is to commence except as herein otherwise provided. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

Section 16: Seniority: Seniority shall not accrue to any employee on unpaid leave of absence except as follows:

- (a) Military
- (b) First six (6) months of any unpaid sick leave
- (c) First thirty (30) days of leave for study
- (d) First thirty (30) days of personal leave under the category of "Other Unpaid Leaves".

Seniority shall accrue during all paid leaves including Worker's Compensation Leaves.

APPENDIX "A" - CUSTODIANS

ARTICLE XXIII - HEALTH AND WELFARE

Employees will become eligible for health benefits upon successful completion of the 90th consecutive day of employment.

Section 1: Group Life Insurance:

- (a) The Board shall provide, without cost to each employee working under this Agreement, Group Term Life Insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with Double Indemnity.
- (2) Each employee regularly assigned to work less than full-time but one-half time or more, shall be entitled to one-half the amount set forth above.
- (3) No double health coverage except where spouse's coverage is required by employer's plan. In those cases, coordination of benefits clauses for both carriers will prevail. Only single coverage is available for people potentially covered under another plan. Documentation is required.
- (4) Employee's choosing not have health coverage will receive a monthly cash benefit of \$150.00.

Section 2: Hospitalization and Medical Insurance: The Bendle Board of Education shall provide the Bendle Public Schools Health Care Plan. Each employee regularly assigned to work less than full time but one-half time or more, shall be entitled to one-half of the amount set forth above provided, however, that the employee assumes the cost of the remaining one-half of the premium cost.

Section 3: Dental Insurance: The Board shall provide Dental Insurance in accordance with specifications of the Bendle Public Schools Health Care Plan.

Each employee regularly assigned to work less than full-time but one-half time or more shall be entitled to one-half of the amount set forth above provided, however, that the employee assumes the cost of the remaining one-half of the premium cost.

Section 4: Optical Insurance: The Bendle Board of Education will provide Optical Insurance in accordance with specifications of the Bendle Public Schools Health Care Plan for all the members of the bargaining unit and their eligible dependents. This is for a full twelve (12) month period commencing in September and ending in August of each

year.

Each employee regularly assigned to work less than full-time but one-half time or more shall be entitled to one-half of the amount set forth above provided, however, that the employee assumes the cost of the remaining one-half of the premium cost.

Section 5: Disability Insurance: The Bendle Board of Education agrees to furnish, without cost to the employee Long Term Disability Plan.

Section 6: Reimbursement for Unused Sick Days: The Bendle Board of Education will reimburse employees upon retirement who have been employed for fifteen (15) years \$30.00 for every unused sick day up to fifty (50) days.

Section 7: Employees who choose not to use vacation days, will be reimbursed on the last pay in June (Note) "Vacation Pay" will not be less than one(1) week or not more than two (2) weeks) This pay will be in weekly increments only. It will be the employee's responsibility when choosing to use "Vacation Pay", to inform the Director of Maintenance or the Superintendent by using the new request form which will be provided upon request. To add "Vacation Pay" to the last payroll in June, the request must be submitted Thursday prior to payday. Should an employee not turn in a vacation request nor a reimbursement request by the Thursday, one week prior to the last pay in June. Employees will lose any days remaining through default as stated in Article XXII, Provisions, Section 2, Paragraph 2.

(Note: may be "waived" in emergency or extenuating conditions when mutually agreed upon between the employee and the Superintendent of the Bendle Public Schools.)

Section 8: Hourly Wage Rate

A. July 1, 2004 - June 30, 2005 (base increase of 2.5%)

CLASSIFICATION	REGULAR HOURLY RATE	SHIFT PREMIUM	TOTAL
Night Custodian with less than 90 consecutive days of employment	\$ 11.73	\$.10-2nd shift	\$ 11.83
Night Custodian with more than 90 consecutive days of employment, up to ten (10) years.	\$ 12.21	\$.10-2nd shift	\$12.31
Night Custodian with ten (10) years and over	\$12.38	\$.10-2nd shift	\$12.48

Day Custodian - (II-E classification)-Up to ten (10) years	\$12.77	-----	\$12.77
Day Custodian - (II-E classification)-Ten (10) years & over	\$12.93	-----	\$12.93
II-E Maintenance	\$14.99	-----	\$14.99

BENDLE BUS DRIVERS

ARTICLE XXIV - DEFINITIONS

Bus Driver: The term "Bus Driver" used under the terms and conditions of this Agreement is determined to mean - "Regular Full-Time Driver" and "Regular Part-Time Driver", and does not include "Substitute Drivers".

A. Regular Full-Time Drivers: A driver who has satisfactorily completed his/her probationary period, and who selects or is permanently assigned a regular bus schedule of six (6) hours per day or more; or thirty (30) hours per week or more on a regular basis, and who continues to drive these runs until the next selection period; or unless the run schedule is otherwise modified.

B. Regular Part-Time Drivers: A driver who has satisfactorily completed his/her probationary period and who selects or is permanently assigned a regular bus schedule of less than six (6) hours per day; or less than thirty (30) hours per week, and who continues to drive these runs until the next selection period; or unless the run schedule is otherwise modified.

C. Substitute Drivers: A driver who temporarily replaces a regular full-time, or a regular part-time driver, and who accrues no seniority or other benefits under the terms of this agreement.

II. DAY

- A. The work "day" when used to indicate limitations of time in "Notification" and "Time Duration" other than pay.
- B. When used to determine the amount of pay for authorized leave days, is contingent upon the length of time of each driver's "regular" bus schedule.

ARTICLE XXV - DRIVING PROCEDURES

SECTION "A" - SENIORITY

1. **Definition and Purpose:** Seniority is length of continuous service of all Regular Full-Time and Regular Part-Time Bus Drivers in the bargaining unit.
 - (a) An employee of the bargaining unit's service shall be continuous until he/she voluntarily resigns, retires, is discharged, or as contained in other provisions contained herein.
 - (b) Substitute bus drivers being transferred to a regular full-time or regular part-time status shall begin accruing seniority from the date of employment on a "regular" status.

- (c) When a regular full-time or regular part-time bus driver is laid off, the employee with the least seniority shall be laid off first.
- (d) RECALL
 - 1. Employees having the most seniority will be the first recalled to jobs by classification from which they were laid off.
 - 2. No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.
 - 3. Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board by certified mail, return receipt requested. The employee shall report to work no later than seven (7) calendar days after mailing of recall notice.
- 2. Seniority lists will be maintained by the Board according to the above conditions. Such lists shall be revised annually and posted on July 1st of each school year.
- 3. An employee shall lose seniority and employment terminated by the Board for any of the following reasons:
 - (a) Employee is absent for more than two (2) consecutive assigned working days without notification.
 - (b) Employee falsifies information.
 - (c) Employee is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Board.
 - (d) When under the influence of intoxicants or drugs during assigned time of work.
 - (e) Excessive absenteeism.
 - (f) Mandatory retirement.
 - (g) Employee is unable to acquire or maintain certification required by the State of Michigan for school bus drivers.
- 4. At least one (1) week prior to the beginning of each school year, bus drivers will meet with the Director of Transportation for "selection" of his/her regular bus schedule assignment for the year.
 - (a) This will be done on the basis of "seniority".
 - (b) Bus drivers will retain their selected bus schedule assignment for the entire school year.
 - (c) Drivers are not to exchange or combine their runs without the approval of the Director of Transportation.

1. During certain sport activity scheduling, the Director of Transportation may find it necessary to combine bus "runs" in order to meet the scheduled activity. This may also be necessary for field trips, and etc.

SECTION "B" - ATHLETIC EVENTS

1. Sport activity runs will be made with a minimum trip time of one (1) hour.
2. No coach shall be allowed to drive a bus for any sport activity. Exceptions may be made when a team or squad training camp is involved if a bus is required during the training camp activity. In such cases, this need must be demonstrated and mutual agreement received from the Union.
 - (a) In this situation, the coach must be qualified and certified to drive a school bus as required by the State of Michigan for school bus drivers.

SECTION "C" - FIELD/SCHOOL ACTIVITY AND SPORT TRIPS

A field/school activity and sport trip is defined as any "run" other than those regularly assigned on a permanent basis.

- Section 1: Field/School Activity and Sport Trips are scheduled by low hours, except when hours have not been turned in, ie.; beginning of the school year and following a holiday. In those cases trips will be assigned by seniority.
- Section 2: A driver who declines a field/school activity trip when his/her name appears in rotation shall be charged (for rotating purposes) for those hours. A driver who confirms his/her assigned field/school activity trip but does not drive it shall be charged for the trip plus an additional trip of the same number of hours.
 - (a) It is understood in this Agreement, that drivers cannot refuse more than one (1) consecutive assigned field/school activity or sport trip unless reason for "refusal" has been approved previously by the Director of Transportation.
- Section 3: Drivers may not be eligible for field/school activity trips that conflict with their regular school "runs".
- Section 4: There will be no trading or bumping of field/school activity runs, except when prior authorization has been approved by the Director of Transportation.

- Section 5: Field/school activity trips will be numbered and posted each Wednesday, A.M. in the Transportation Director's Office for the following week, Saturday through Friday. Drivers assigned to the field/school activity trip(s) MUST CONFIRM their assignments and availability by no later than noon on the following Thursday. The final assignments and schedules will be posted by Friday noon. It is the driver's responsibility to check the field/school activity run schedule in the Transportation Director's Office on Friday.
- Section 6: If the Director of Transportation is notified of a field/school activity trip run after the posting date on Wednesday, the Director of Transportation may assign the trip to the driver with the lowest hours.
- (a) In such cases, where the driver is not given twenty-four (24) hours advance notice of his/her trip, the driver will not be charged for those hours if he/she "declines" and does not take the trip.
- Section 9: Bus drivers will not be entitled for "lost" wages due to an error in the posting of field/school activity trips. However, the driver will be assigned the next field/school activity run(s) to maintain the equalization of hours.
- Section 10: Anytime a driver reports for a field/school activity trip and the trip is canceled without prior notification to the driver; the driver shall be paid for one (1) hour waiting time to compensate for his/her "show-up" time.
- Section 11: When drivers are notified of a trip cancellation prior to the trip, the driver shall not be charged for that trip, and such driver shall then be offered the next available trip.

ARTICLE XXVI - WORKING CONDITIONS AND SAFETY CONDITIONS

SECTION "A" - MAINTENANCE OF SCHOOL BUSES

1. Bendle School's Pre-Run Check List:

(a) Exterior (outside of bus)

- | | |
|--------------------------------------|--------------------------|
| 1. Tire pressure, wheel lugs tight | 5. Gasoline cap |
| 2. Fluid leakage on ground under bus | 6. Lights |
| 3. License plates and reflectors | 7. Emergency Door |
| 4. Mirrors and window glass | 8. Hood latched properly |

(b) Interior (inside of bus)

- | | |
|--|-----------------------------|
| 1. Warning buzzer on emergency door | 7. Service door (mechanism) |
| 2. Dashboard instruments and gauges | 8. Fire extinguisher |
| 3. Windshield wipers | 9. Flares |
| 4. Heater and defrosters | 10. Steering |
| 5. Interior cleanliness | 11. Horn |
| 6. Broken or slashed seat/loose seat frames. | 12. Emergency brakes |

(c) The bus driver will sign a pre-run check list each working day and turn it into the Director of Transportation weekly. Forms will be provided by the Director of Transportation.

2. Reporting of discrepancies and mechanical deficiencies:

- (a) Forms in duplicate will be provided listing the above with additional space for other comments - indicating repairs needed. When discrepancies are noted by the driver, this form must be filled out. One copy must be submitted to the Transportation Director; one (1) copy to be retained by the bus driver.
- (b) All buses will be inspected regularly by the Carman-Ainsworth garage personnel during regular routine checks conducted by them.

3. Repairs - Minor and Major: The Bendle Public Schools have a contract agreement with the Carman-Ainsworth Community School relative to the repair and maintenance of all Bendle Transportation Vehicles. Minor and major repairs will be made by the Carman-Ainsworth garage personnel as reported by the bus driver's discrepancy report as indicated in (2) above.

4. Other conditions to be followed:

- (a) Bus drivers will normally see that their vehicle is gassed at the Carman-Ainsworth Bus Garage - and they will be provided with a key for this purpose.
- (b) Every 1500 miles the bus drivers will see that their vehicle is inspected by Carman-Ainsworth garage personnel for oil-checks.
- (c) Bus drivers are responsible for the condition of the bus after use, with regular full-time and regular part-time drivers being scheduled for at twenty (20) minute "clean-up" time as part of their regular daily bus schedule.
- (d) Bus drivers are responsible in seeing that their bus is parked properly as directed - in the Bus Parking Area. This includes seeing that the bus lights are off, windows and doors properly closed and secure.

6. Radios:

All busses will be equipped with radios for communication with a base stations. Also, whenever the base station is not in operation, a cell phone will be made available for all drivers.

SECTION "B" - FIELD/SCHOOL ACTIVITY TRIPS

- 1. A certified teacher shall be responsible for the orderly conduct of students while on the bus for classroom field trips.
 - (a) Student disciplinary problems while either on the bus, or while attending the activity being visited, shall be reported by the teacher directly to his/her respective building principal.
- 2. Student disciplinary problems which occur when a teacher is not present, shall be reported by the bus driver on a "School Bus Incident Report". This form will be provided by the district to all bus drivers which when completed and signed by the bus driver will be given to the building principal of the child who has been cited for an infraction of safety rules when riding a school bus.

ARTICLE XXVII - MEETING/SPECIAL CONFERENCES

Section 1: Upon the request of either party, meetings/special conferences for important matters shall be arranged at a mutually agreed upon time between the Union and the Employer. This meeting/special conference shall pertain to those issues presented in writing prior to the meeting date.

Section 2: If the Employer requests a conference during an employee's regularly scheduled run, then the employee shall be paid for lost time.

Section 3: All meetings or conferences called for bus drivers as a group will be reimbursed at a rate of at least one (1) hour of waiting time.

ARTICLE XXVIII - MISCELLANEOUS

A. TRANSPORTATION DIRECTOR'S OFFICE

1. The Director of Transportation's Office is located in the Central Administration Building which is located just east of the Bus Garage Parking Area. Mail files will be established for each of the bus drivers to serve for the distribution of bus assignments, transportation bulletins, and etc., in his office area.

- (a) It is also at this location that bus drivers will have access to restroom accommodations, and "coffee break" accommodations when their bus schedule assignments allow.

ARTICLE XXIX - COMPENSATION

Section 1:

	Hourly Wage Compensation	Waiting Time Compensation
July 1, 2004 - June 30, 2005	\$13.11	\$6.56

Section 2: Pay for Schooling:

- (a) The Bendle Board of Education will pay for the "tuition" costs of drivers attending bus driver's school as billed by the Genesee Intermediate School District; or any other accredited institution providing approved bus driving classes.
- (b) Bus drivers will receive waiting time pay for the number of hours that are required for them to procure or maintain bus driving certification.

Section 3: Paid Days Off: All regular full-time and regular part-time bus drivers shall be entitled to twelve (12) "Leave Days" - such leave days may be used for the following purposes:

1. Employee Sickness

2. Personal Reasons
3. Vacation

- (a) Any new employee shall be granted leave days pro-rated from the date that he/she was assigned as a regular full-time or regular part-time driver to June 30th of that school year.
- (b) Unused leave days may accumulate with no limitation.

PROVISIONS

1. Employee Sickness: A minimum of six (6) hours notification must be given to the Director of Transportation when a sick leave day is being used.
2. Personal Reasons: A minimum of forty-eight (48) hours notification in writing must be given to the Director of Transportation in order for the driver to be eligible for a Personal Leave Day.
 - (a) Personal leave days with pay or without pay cannot be taken just prior to or immediately following school holidays and requested paid vacation days.
3. Holiday Pay: Regular full-time and regular part-time bus drivers shall be granted the following paid legal holidays.
 - (a) Labor Day
 - (b) Thanksgiving
 - (c) Christmas
 - (d) New Year's Day
 - (1) Good Friday
 - (f) Memorial Day
4. Vacation:
 - (a) Regular full-time and regular part-time bus drivers having been employed one (1) year or longer in his/her classification, may use days from his/her accumulated sick leave days for vacation days.
 - (b) In using accumulated sick leave days for vacation, the driver must give the Director of Transportation five (5) working days notification in writing is he/she desires to request paid vacation days.
 - (c) Vacation days cannot be taken just prior to or following Holidays (as stated in Para 3

above), nor prior to or following personal leave days.

5. Snow and Ice:

- (a) Snow Emergency Days: When the Superintendent of the Bendle Public Schools cancels school due to a "snow day", and professional teaching staff and custodians are not required to report for work, bus drivers will not be required to report to work and will be reimbursed for a normal run (up to 2 days). However, should professional teaching staff and custodians be required to report to work bus drivers will not be reimbursed.
- (b) Notification is defined as:
 1. Official school closing information as carried on Flint radio stations - WFDF, WWCK, WCRZ, WKMF, WIOG and Oldies 96. Also viewed on Channel 12.
 2. School closing information which is transmitted via telephone directly to bus driver and/or bus driver's residence.
 3. School closing information is transmitted by direct personal contact to bus driver and/or bus driver's residence.

ARTICLE XXX - HEALTH AND WELFARE

Section A: Health Insurance

- (1) The Board shall provide single person hospitalization and medical insurance to: Regular Full Time Bus Drivers. The Bendle Board of Education shall provide the Bendle Public Schools Health Care Plan.
- (2) No double health coverage except where spouse's coverage is required by employer's plan. In those cases, coordination of benefits clauses for both carriers will prevail. Only single coverage is available for people potentially covered under another plan. Documentation is required.
- (3) Employee's choosing not have health coverage will receive a monthly cash benefit of \$150.00

Section B: Life Insurance

- Section 1: Group Life Insurance: The Board shall provide, without cost to regular full-time and regular part-time bus drivers working under the conditions of this Agreement, Group Term Life Insurance in the amount of \$20,000.00 with Double Indemnity.

- (a). **DISABILITY INSURANCE:** The Bendle Board of Education agrees to furnish, without cost to the employee, a Long Term Disability Plan coverage.

Section 2: Medical Requirements:

- (a) Annually, school bus drivers must comply with Act. NO 177, P.A. 1957, and have certified by a licensed physician that they are "free" from any ailment, disease or defect that might affect his/her ability to operate a school bus safety program. This certification is known as "School Bus Driver Certificate of Medical Fitness".

**BENDLE PUBLIC SCHOOLS
2283 EAST SCOTTWOOD AVENUE
BURTON, MICHIGAN 48529**

EMPLOYEE JOB DESCRIPTION

JOB TITLE: SCHOOL BUS DRIVER

JOB SUMMARY

The school bus driver is responsible for the safe operation and control of the bus and passengers to and from school, to and from athletic contests, to and from field trips, and all other school approved and sponsored activities.

PRIMARY RESPONSIBILITIES

1. Conducts the pre-check bus routine in accordance with safety standards and district procedure.
2. Drives with safety of students always as first priority.
3. Accurately completes transportation forms and maintains records in accordance with district procedures (i.e., lists of bus students, condition of bus, mechanical defects, pre-trip checkoff list, report bus accidents, report student injuries).
4. Submits bus safety, routing and maintenance reports to director of transportation.
5. Assists students in mandatory evacuation drills that are required of each driver.
6. Participates in meetings as needed with parents, principals, or other school employees to discuss discipline of students or other problems associated with driving a school bus.
7. Effectively deals with students in accordance with district policy and procedures.
8. Instructs riders as to their proper conduct on the bus.
9. Operates bus on approved time schedules.
10. Follows district procedures and exercises good judgement concerning emergencies, disabled vehicles, and irregular special requests by parents and riders.
11. Complies with all school policies, procedures, and articles of master contract.
12. Must be able to deal with people in a positive constructive manner.
13. Must be able to follow maps and/or written instructions on the best routes to be used to get to a destination.

APPENDIX 'A'

JOB DESCRIPTIONS

**CUSTODIAN IIE/MAINTENANCE
DAY CUSTODIAN IIE
NIGHT CUSTODIAN
SCHOOL BUS DRIVER**

OTHER DUTIES

1. Takes care of the upkeep on the assigned bus, which includes cleaning seats, sweeping floors.
2. Establishes favorable working relationships with the other drivers, maintenance personnel, teachers, students, supervisor, principals, and other school staff.
3. Performs other related duties as assigned.

QUALIFICATIONS

Education

High school diploma or equivalent required. Must have a valid Michigan driver license and have the ability to obtain a Commercial Driver License (CDL) and Chauffeur License. Must pass a physical examination required yearly to operate under CDL. Must attend all classes required by the state to obtain and retain the proper license.

EXPERIENCE

Ability to pass a skill driver's test annually. Minimum of one year with a driving record without traffic violations and no one year period of time with 6 points on driving record. Demonstrates knowledge of rules and regulations established by local, state, and federal authorities.

OTHER SKILLS

Demonstrated ability to make decisions and communicate orally.

**BENDLE PUBLIC SCHOOLS
2283 EAST SCOTTWOOD AVENUE
BURTON, MICHIGAN 48529
EMPLOYEE JOB DESCRIPTION**

JOB TITLE: CUSTODIAN IIE/MAINTENANCE

JOB SUMMARY

The Custodian IIE/Maintenance is responsible for maintaining clean and sanitary conditions in the areas assigned. He/She works closely with the Director of Operations and Building Principal in order to provide a safe, clean and attractive learning environment for students, teachers and other employees.

PRIMARY DUTIES (In accordance with the Americans with Disabilities Act)

1. Keeps assigned areas clean and sanitized.
2. Keeps sidewalks, steps and entry ways and pedestrian sky walk clear of snow and ice so as to provide a safe walking area.
3. Cleans and buffs areas assigned.
4. Keeps all floors in assigned areas in a clean and attractive condition and in a good state of preservation.
5. Checks daily to insure that all exit doors are open and all panic bars are working properly during school hours.
6. Makes all necessary repairs to building assigned.
7. Reports any damage to school property immediately to Director of Operations or Building Principal.
8. Responsible for the opening of assigned building on a daily basis.
9. Moves furniture or equipment within buildings as required for various activities and as directed.
10. Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.
11. As scheduled through the Community Education Office and the Athletic Department, personnel may be assigned for the set up and take down of equipment for activities. This may include maintaining the building in proper condition for public use during the activity, and as time permits, performing routine and/or special custodial responsibilities as assigned by the immediate supervisor.
12. Operation of all equipment necessary for completion of Maintenance assignments.
13. Keeps school grounds free of paper, cups, glass and other litter. Trash barrels outside entrances to buildings should be emptied and to maintain a status of no more than half full.
14. Cleans body fluids following universal precautions and district policy.

15. Follows district policies as established for health and safety.
16. Responsible for mowing all Bendle School Property.
17. Maintains all mowing equipment oil/lube/blade sharpening.
18. Responsible for the set up and marking of all athletic fields and other related athletic events.
19. Performs short duration asbestos removal according to EPA requirements.
20. Performs duties working with pesticides and herbicides as required by the Department of Agriculture.

OTHER DUTIES

1. Performs other related duties as assigned.

QUALIFICATIONS

Education

High school diploma or equivalent required. Ability to read and understand written directions. Knowledge of basic computation skills.

Certification with 14 Hour Asbestos Training and Certification in Herbicide and Pesticide application or requirement to attend training to obtain certification through the school district.

EXPERIENCE

Previous maintenance experience preferred. Must be dependable and have a good attendance record. Knowledge of operation of cleaning equipment and use of supplies.

OTHER SKILLS

Demonstrates willingness to work and cooperate with supervisor and fellow employees, students and members of the community. Demonstrates the desire to maintain the school district's physical facilities in the best possible condition. Demonstrates the ability to accept supervision and follow oral and written instructions. Ability to exercise good judgement and follow Board policies and established procedures. Demonstrated mental/physical ability, stamina for meeting the essential duties of the position and demonstrates the ability to be a self-directed worker.

**BENDLE PUBLIC SCHOOLS
2283 EAST SCOTTWOOD AVENUE
BURTON, MICHIGAN 48529**

EMPLOYEE JOB INFORMATION

JOB TITLE: DAY CUSTODIAN IIE

JOB SUMMARY

The day custodian IIE is responsible for maintaining clean and sanitary conditions in the areas assigned. He/She works closely with the Director of Operations and Building Principal in order to provide a safe, clean and attractive learning environment for students, teachers and other employees.

PRIMARY DUTIES (In accordance with the Americans with Disabilities Act)

1. Keeps assigned areas clean and sanitized.
2. Keeps sidewalks, steps and entry ways clear of snow and ice so as to provide a safe walking area.
3. Cleans and buffs areas assigned.
4. Keeps all floors in assigned areas in a clean and attractive condition and in a good state of preservation.
5. Checks daily to insure that all exit doors are open and all panic bars are working properly during school hours.
6. Makes all necessary repairs to building that do not fall under the MAINTENANCE area of the Master Agreement.
7. Reports any damage to school property immediately to Director of Operations or Building Principal.
8. Responsible for the opening of assigned building on a daily basis.
9. Moves furniture or equipment within buildings as required for various activities and as directed.
10. Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.
11. As scheduled through the Community Education Office and the Athletic Department, personnel may be assigned for the set up and take down of equipment for activities. This may include maintaining the building in proper condition for public use during the activity, and as time permits, performing routine and/or special custodial responsibilities as assigned by the immediate supervisor.
12. Operates equipment, such as floor scrubbers, polishers, carpet cleaning equipment,

vacuum cleaners, and other equipment necessary for cleaning. Also, lawn equipment as needed for mowing around the building area.

13. Keeps school grounds free of paper, glass, cups and other litter. Trash barrels outside entrances to buildings should be emptied and to maintain a status no more than half full.
14. Cleans body fluids following universal precautions and district policy.
15. Follows district policies as established for health and safety.

OTHER DUTIES

1. Performs other related duties as assigned.

QUALIFICATIONS

Education

High School diploma or equivalent required. Ability to read and understand written directions. Knowledge of basic computation skills.

EXPERIENCE

Previous experience as a custodian preferred. Must be dependable and have a good attendance record. Knowledge of operation of cleaning equipment and use of supplies. Also, past experience in the area of maintenance and/or knowledge of current day custodian IIE responsibilities.

OTHER SKILLS

Demonstrates willingness to work and cooperate with supervisor and fellow employees, students and members of the community. Demonstrates the desire to maintain the school district's physical facilities in the best possible condition. Demonstrates the ability to accept supervision and follow oral and written instructions. Ability to exercise good judgement and follow Board policies and established procedures. Demonstrated mental/physical ability, stamina for meeting the essential duties of the position and demonstrates the ability to be a self-directed worker.

**BENDLE PUBLIC SCHOOLS
2283 EAST SCOTTWOOD AVENUE
BURTON, MICHIGAN 48529**

EMPLOYEE JOB DESCRIPTION

JOB TITLE: NIGHT CUSTODIAN

JOB SUMMARY

The night custodian is responsible for maintaining clean and sanitary conditions in the areas assigned. He/She works closely with the Director of Operations and Building Principal in order to provide a safe, clean and attractive learning environment for students, teachers and other employees.

PRIMARY DUTIES (In accordance with the Americans with Disabilities Act.)

1. Keeps assigned areas clean and sanitized. Sidewalks, steps and entry ways should be kept clear of paper and litter. Also, barrels should maintain a status of no more than half full.
2. Scrubs and disinfects toilet floors daily and cleans all sanitary fixtures and drinking fountains daily.
3. Sweeps and dusts classrooms daily.
4. Keeps all floors in assigned areas in a clean and attractive condition as a result of scheduled sweeping, mopping and waxing.
5. Cleans chalkboards.
6. Reports all necessary repairs to Director of Operations or Building Principal.
7. Reports any damage to school property immediately to Director of Operations or Building Principal.
8. Responsible for the closing of the building each school day and for determining, before leaving, that all doors and windows are secured and all lights, except those left on for safety reasons, are turned off.
9. Moves furniture or equipment within buildings as required for various activities and as directed.
10. Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.

11. As scheduled through the Community Education Office and the Athletic Department, personnel may be assigned for the set up and take down of equipment for activities. This may include maintaining the building in proper condition for public use during the activity, and as time permits, performing routine and/or special custodial responsibilities as assigned by the immediate supervisor.
12. Operates equipment, such as floor scrubbers, polishers, carpet cleaning equipment, vacuum cleaners, and other equipment necessary for cleaning.
13. Cleans body fluids following universal precautions and district policy.
14. Follows district policies as established for health and safety.

OTHER DUTIES

1. Performs other related duties as assigned.

QUALIFICATIONS

Education

High School diploma or equivalent required. Ability to read and understand written directions. Knowledge of basic computation skills.

EXPERIENCE

Previous experience as a custodian preferred. Must be dependable and have a good attendance record. Knowledge of operation of cleaning equipment and use of supplies.

OTHER SKILLS

Demonstrates willingness to work and cooperate with supervisor and fellow employees, students and members of the community. Demonstrates the desire to maintain the school district's physical facilities in the best possible condition. Demonstrates the ability to accept supervision and follow oral and written instructions. Ability to exercise good judgement and follow Board policies and established procedures. Demonstrated mental/physical ability and stamina for meeting the essential duties of the position.

ARTICLE XXXII - TERM OF AGREEMENT

Section 1:

This agreement shall become effective on July 1, 2006, and shall remain in full force and effect without change, addition or amendment until the 30th day of June, 2007.

Section 2:

Notice of intent to re-open this Agreement for purposes of negotiating a successor Agreement as to wages, hours, and conditions of employment shall be given in writing by the party desiring to "re-open" the Agreement on or before April 15, 2005, and negotiations shall commence as soon thereafter as shall be feasible.

Section 3:

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

SERVICE EMPLOYEES INTERNATIONAL

BENDLE BOARD OF
EDUCATION

UNION - AFL/CIO - Local 591
Bendle Unit

BENDLE PUBLIC SCHOOLS

By: _____
Ms. Cindy Britton
SEIU - AFL/CIO - Local 591

By: _____
John Angle
Superintendent of Schools

By: _____
Mrs. Linda Vock
SEIU - AFL/CIO Representative