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APPENDIX A

LETTER OF UNDERSTANDING

AGREEMENT

This Agreement is entered into on this 1st day of July, 2005, between the Board of Education of Goodrich Area Schools, Goodrich, Michigan hereinafter referred to as the Board or Employer and the Goodrich Custodial/Maintenance/Transportation Association (CMT), MEA/NEA hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Goodrich Custodial/Maintenance/Transportation Association (CMT), MEA/NEA as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time school bus drivers, custodians, maintenance and mechanics.

For the purposes of this Agreement, the following definitions shall apply:

Custodian/Maintenance/Mechanics	Full Time = 30 or more hours
Drivers	Full Time = 2 or more runs

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE II
DUES/AGENCY SHOP**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to the amount of money the Union certifies as a service fee for each year.
- B. All new hires or persons reinstated or transferred into the above classifications shall become members of the Union or pay a service fee as in A above.
- C. The Union will hold harmless the Board from any and all claims, demands, and other forms of liability, provided the Board complies with provisions of this Article.
- D. The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and fees required, if any, as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect unless revoked with the Union in writing during the month of August.
- E. The Union will provide the Employer with the amounts to be deducted for each employee by the pay date preceding the start of deductions. Deductions will start with the second pay period in September and continue for 18 pay periods, or nine months.
- F. The District will remit dues collected to the treasurer each month or pay period, along with a listing of those persons paying the deduction and the amount deducted for each. The Union will notify the District each year of the treasurer to whom the amount shall be remitted. If agreed by both parties, the District may direct deposit the amount in a financial institution of the Union's choosing. The district will notify the treasurer of any and all new hires and of anyone on a long term (more than thirty (30) days) leave.

**ARTICLE III
UNION RIGHTS AND RESPONSIBILITIES**

- A. The Union will notify the Employer of the names of the officers and classification representatives each year.
 - 1. The above-named persons may investigate grievances during their working hours without loss of time or pay with the permission of the supervisor. Permission will be granted as long as the absence from work does not disrupt the operation of the school system.
 - 2. The President and classification (association) representatives shall be allowed the necessary time off during working hours without loss of time or

pay to present grievances to the Employer in accordance with the grievance procedure. Times for such meetings shall be mutually agreed to and release time shall be granted to affected committee members.

B. Bargaining Team

1. Employees covered by this Agreement will be represented in negotiations by The President and other team members chosen by the Union.
2. Bargaining times shall be mutually agreed to and release time shall be granted to Affected bargaining unit members.

The Employer will provide bulletin boards in each building which may be used only by the Union for posting notices pertaining to Union business.

**ARTICLE IV
BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this contract. Nothing contained herein shall be considered to deny or restrict the Board's rights, responsibilities, or authority under the Michigan General School Laws or any other applicable laws as they pertain to education.
- B. The Board shall discharge its responsibility and authority without regard to race, creed, religion, national origin, age, gender, marital status, or physical handicap of its employees and in its employment practices.

Such rights and responsibilities shall include but not be limited the right to:

1. Direct the work force and affairs of the entire school district within the boundaries of the school district of Goodrich and to manage and control its business, equipment, and area schools.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
3. Establish and/or eliminate positions, hire, evaluate, promote, suspend, discharge employees transfer employees, assign work duties to employees, determine the size of the workforce, and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods, and

processes of carrying on the work, including automation or subcontracting.

5. Determine at Board expense the mental and/or physical capabilities of an employee to continue in his/her assignment.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by this contract or as limited by the Constitution and laws of the State of Michigan and of the United States.
- D. One copy of Board Policy shall be made available in the bus garage or assigned to the Association President. Changes of said policy will be sent to the President within fifteen (15) days of adoption.
- E. The Board shall provide copies of this Agreement to all current employees and to those hired into the Unit.

ARTICLE V SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the President and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance. An agenda of the matters to be taken up and the persons who are expected to attend shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the MEA Representative.

ARTICLE VI GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment.

- A. Definition - A grievance shall mean a complaint by an employee, or employees (group) in the bargaining unit, or by the Union, that there has been a violation, misinterpretation or misapplication of provisions of this Agreement or Board Policy. All grievances must be initiated by or on behalf of an individual employee or identified group of employees.
- B. Purpose - The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the grievance as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any

employee with a grievance to discuss the matter informally with any appropriate member of the Administration.

C. Procedure

1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of a Union representative may be requested.
2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to resolve the grievance prior to the end of the school year.
4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.

D. Grievance Steps

1. Step One - The Employee with an alleged grievance and the representative will meet with the immediate supervisor within ten (10) working days of the occurrence or from the date that the employee reasonably should have had knowledge of the occurrence giving rise to his/her grievance to resolve the issue. If the matter is thereby not resolved, it will be submitted in written form by the representative to the immediate supervisor within twenty (20) working days of the alleged violation. Upon receipt of the grievance the supervisor shall sign and date the Union's copy of the grievance. The immediate supervisor shall give his/her answer to the representative in writing within five (5) working days of receipt of the grievance.
2. Step Two - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Step Two within five (5) working days. The Superintendent shall meet with the aggrieved person and representative within five (5) working days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Union within five (5) working days following the meeting.
3. Step Three - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed, within five (5) working days to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person, and the Union representative(s) to discuss the grievance. The Board shall render its decision within ten (10) working days following the Step Three meeting.

4. Step Four - In the event the Union is not satisfied with the decision or if no decision is rendered at Step Three, the Union may notify the Board within twenty (20) working days of intent to arbitrate under the rules of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. Employees who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.
- E. Limitations of Arbitration - The arbitrator shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement.
- F. Miscellaneous
 1. A grievance may be withdrawn at any time without prejudice. If the grievance is reinstated, the financial liability deemed to be owed shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be combined with the mutual consent of the parties involved.
 2. No reprisals of any kind shall be taken by or against any party or any participant in the grievance procedure by reason of such participation.
 3. Access shall be made available to all parties to places and records for all information necessary to the determination and processing of the grievance.
 4. Arbitration costs shall be borne equally by the Board and the Union. Each party will bear the cost for any outside witness it calls.
 5. Any grievance not answered within the time limits by either party shall advance to the next step of the grievance procedure.
 6. No claim for back wages shall exceed the amount of wages an employee would otherwise have earned.

ARTICLE VII DISCIPLINE AND DISCHARGE

- A. The discipline, suspension or discharge of any probationary employee except for Union activity shall not be covered by this article and shall not be subject to a grievance.
- B. Seniority employees shall be disciplined, suspended, or discharged for just cause only.

- C. Discipline shall be progressive except in the case of serious misconduct.
- D. The Board may discipline employees for failure to follow reasonable rules and regulations. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.
- E. Reprimands will be retained in the personnel file for a period of twenty-four (24) months provided there is no reoccurrence, unless otherwise required by law.
- F. If discipline is warranted, the Board shall issue such discipline within fifteen (15) working days of the alleged incident or upon becoming aware of the alleged incident.
- G. When imposing any discipline on a current charge, the Board shall not take into account any prior similar infractions which occurred more than two (2) years previously.
- H. The Board agrees, promptly upon the discharge or suspension of an employee to notify in writing the employee and his/her President of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- I. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her representative and the Board will make available a meeting room where he/she may do so before he/she is required to leave the property of the Board unless circumstances dictate immediate departure, the Board or its designated representative will discuss the discharge or suspension with the employee and the Union representative before the employee is required to leave the premises, except in cases where immediate departure is deemed warranted.
- J. Should the discharged or suspended employee and/or the Union consider the discharge or suspension to be improper, it shall be processed through the grievance procedure. The parties may mutually agree to move directly to expedited arbitration.
- K. Management shall not refuse any employee(s') Union representation at any meeting to which the employee has requested such an appearance. Such meeting(s) shall be scheduled when the representative is available, provided the time frame requested is reasonable. In no case shall that time frame extend beyond two (2) working days.
- L. All warnings and reprimands placed in an employee's work record shall also have copies forwarded to the employee and the Union. The employee will be required to sign the notice which will verify that he/she has received such notice, but in no way will be construed by anyone that he/she is agreeing to the notice.

ARTICLE VIII SENIORITY

Probationary Employees

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day worked. Any ties in seniority will be determined by lottery to which all affected employees will be invited.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

Seniority List

- A. Seniority shall not be affected by any legally protected status.
- B. Seniority shall be listed in the current classification, as well as any seniority the employee may have earned in other Union classification according to the employee's last date of hire.
- C. The seniority list will show the date of hire, date of transfer into the current classification if applicable, years of service in Goodrich Area Schools, and the names and classification of all employees of the unit entitled to seniority. Any employee who is transferred to another classification within the unit will have his/her seniority frozen within the previous classification.
- D. The Employer will keep the seniority list up-to-date at all times and will provide the President and MEA representative with up-to-date copies once each year by December 1, or upon written request of the President.
- E. Challenges or corrections to the seniority list must be brought to the attention of the President and supervisor by December 15 or within 15 days after the most recent publication.

Loss of Seniority

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

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set

forth in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

ARTICLE IX LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the work force.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- C. If it becomes necessary to layoff either twelve (12) month employees or school year employees during the time they normally would be working, the following procedures will be mandatory:
 - 1. Probationary and temporary employees in the classification will be laid off first. Regular employees can bump a probationary or temporary employee in another classification as long as they are qualified.
 - 2. Seniority employees will be laid off in inverse order of seniority by classification.
 - 3. When a senior employee is scheduled for layoff, the more senior employee shall have the right to bump the lowest seniority employee in the same classification with the same number of hours or less.
 - 4. A seniority employee who is scheduled to be laid off during the normal term of his/her employment shall have the right to displace the lowest seniority employee with the same number of hours or less in any classification provided the employee scheduled to be laid off has previously held that classification and is qualified to hold the position.
 - 5. The employee may remain on the layoff list for a maximum of a two year continuous period or the length of their seniority, whichever is less, during

which time his/her seniority shall be frozen.

6. Employees to be laid off will receive at least fourteen (14) days' advance notice of the layoff.
7. Employees subject to layoff may choose to retain or be paid for appropriate vacation time.

D. The Employer shall not reduce the normal work week in lieu of making layoffs.

When the working force is increased after a layoff, employees will be recalled according to seniority within their classification, with the most senior employees on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit.

ARTICLE X JOB POSTINGS AND WORK ASSIGNMENTS

- A. All vacancies and/or newly created positions within the bargaining unit shall be filled within the classification on the basis of seniority and qualifications.
- B. All vacancies and newly-created positions within the bargaining unit shall be posted in a conspicuous place in each building in the district for a minimum of five (5) calendar days. A copy of the posting shall be provided to the President and Association Representatives. Employees desiring to have the position shall make an application in writing to the Employer. The most senior employee within the classification shall be granted the vacancy or newly-created position.

Custodians/Maintenance/Mechanics

- A. The Employer retains the final right of assignment. Employees shall be allowed, once each year, to express assignment/zone preference within their classification on the basis of seniority. The parties agree to reopen work assignment discussion two (2) months prior to the opening of a new school.
- B. Temporary assignments for the purpose of filling vacancies in excess of fifteen (15) work days of employees who are absent due to illness or vacations shall be first offered to bargaining unit employees with the most seniority and working down to the least senior on a rotating basis.

Bus drivers

- A. Bus driver selection of run procedures
 1. Two weeks prior to the start of school, run packages consisting of 2, 3 or 4

runs, and when available one each from kindergarten, special education and skill center runs, will be selected by the drivers in seniority order, starting with the most senior driver and working down through the least senior driver. The date of said meeting will be announced prior to the end of the previous school year.

Each driver may select, if available:

one (1) high school route = 2 runs

one (1) elementary route = 2 runs

one kindergarten run = 1 run

one (1) special education run = 1 run

one (1) skill center run = 1 run

one (1) of the following: mail run, parts run, fueling

one (1) shuttle

A driver must select a high school and one elementary run (if available) before he/she will be allowed to pick any further runs.

The mail run is a twelve (12) month position and will include the parts run during summer vacation.

The mail run, parts run, and fueling are scheduled immediately following the morning runs, as needed.

2. In the selection of runs, no driver will be allowed more than six (6) runs per day. When a driver selects an "hourly" run that takes two (2) hours or more, each hour will be considered one (1) run for the purpose of counting total runs, except in cases where no other driver desires the extra run.
3. If a driver had the opportunity prior to school starting to select a 5th or 6th run but chose not to do so, he/she will not be able to pick a 5th or 6th run at the re-pick meeting unless there have been new runs created which the driver did not have the opportunity to select earlier.
4. All drivers are required to attend both the pick and re-pick meetings. If a driver is unable to attend he/she may designate another driver to pick in his/her place by putting choices in writing, with a written copy to and approval of the supervisor, or by calling during the meeting. If the above is not done, the driver will be passed and will have to accept runs that are left at the end of the meeting.
5. Prior to October 15, runs will be re-picked. Re-picking of special education and kindergarten runs will be allowed only when there is a financial difference in pay.
6. When a package or run becomes available permanently, the package or run will be picked by seniority, starting with the person under the driver who gave it up permanently.

7. All newly created runs will first be offered to the most senior driver and down through seniority order until the new runs and any resulting openings are filled
8. Temporary vacancies due to a driver being absent for ten (10) or more consecutive work days shall first be offered to the most senior driver starting under the driver who is absent and continuing down until the vacancy and any resulting openings are filled. If the driver on leave returns within 60 calendar days, then he/she will resume his/her previously held runs. If the leave is more than 60 calendar days, then he/she will return to the position of the lowest senior driver who has the same number of runs as was vacated by the driver on leave.
9. Temporary vacancies due to a driver being absent less than ten (10) days shall be filled on a run by run basis starting with the most senior driver available at that time, then rotating through seniority order. Only drivers who do not have a regular run during the time of the vacancy will be eligible to rotate the vacancy.
10. Busses will be selected by seniority order except for the special needs busses, which will be assigned to the appropriate runs. Selection will occur only once per year at the initial pick meeting. It is the drivers' responsibility to take care of the bus they select.
11. Starting with the 2008-09 school year, drivers must have their physicals completed and the card given to the supervisor prior to picking runs. If a driver, who had not passed his/her physical by the initial pick meeting, passes the physical before December 31, then the driver may select runs by seniority order, providing the driver has presented a doctor's note with expected date of return. If the driver passes his/her physical January 1 or later, then he/she will assume the runs of the lowest senior driver who has the same number of or to which the returning driver was originally entitled. Any driver who has not passed his/her physical by the end of long term disability shall be placed on layoff status per Article IX.

ARTICLE XI TRANSFERS

- A. The Employer may involuntarily transfer only upon providing written notice fourteen (14) days prior to the transfer, except in the case of emergency.
- B. The Employer agrees that in any movement of work not covered by this Agreement to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, it shall notify the Employer within five (5) working days after receipt of notification. Thereafter, the matter

shall become a proper subject of the grievance procedure.

ARTICLE XII HOURS AND PAY RATES

Working Hours for custodians/maintenance/mechanics

A. Custodians who work on the second or third shift shall receive, in addition to their regular pay for the pay period, forty one (41) cents per hour shift premium.

B. Custodian/Maintenance Shift Hours:

First Shift	Shift starting at 5:30 a.m. or later
Second Shift	Shift starting at 2:30 p.m. or later
Third Shift	Shift starting at 10:00 p.m. or later

Custodians working summer cleaning, day or night shift shall receive second shift wages. No shift shall be changed unless agreed upon by the Employer and the Association. Shift changes require at least one (1) week notice. If the majority of an employee's work hours fall within a shift, he/she shall be paid the shift premium for all hours worked.

C. A normal full-time work day shall be as follows:

1. Custodian 8 hours per day
2. Mechanic 8 hours per day
3. Maintenance 8 hours per day
4. Assistant Mechanic 8 hours per day

A normal work week shall consist of five (5) days per week, Monday through Friday. Custodian, Mechanic and Maintenance classifications shall be on fifty-two (52) week schedules.

E. Custodians, Mechanics and Maintenance employees shall be allowed thirty (30) minutes off for lunch, included in their eight (8) hour work day.

F. Custodians, Mechanics and Maintenance employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply.

Time and one-half and double time (all employees):

A. Time and one-half will be paid as follows:

1. For all hours over forty (40) in one week (requiring prior administrative approval). Hours worked shall include paid sick, personal, bereavement leave, vacation, or holiday that falls during that forty hour period. Unpaid time shall not count as time worked.
 2. For Sunday work.
 3. Overtime may be denied if there is an established pattern of abuse (three (3) or more time in one year).
- B. Whenever an employee works in two different classifications during a single work week, for which different regular straight time rates have been established, the regular rate for that week for the purpose of determining overtime will be the weighted average of those rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs.
- C. Double time will be paid for all hours worked on holidays in addition to the holiday pay.

Equalization of Overtime Hours

- A. Overtime hours shall be divided as equally as possible among employees in the same classification. An up-to-date list showing overtime hours will be posted weekly in a prominent place by each time clock.
- B. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.
- C. For the purpose of this section, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that period.
- D. Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement to work out a solution.
- E. Overtime hours will be computed from July 1 through June 30 of each year.
- F. The Employer shall provide notice of overtime opportunities as soon as possible. The building use calendar shall be posted in each building. Corrections to the building use calendar shall be posted as soon as they are known.

Call-in Pay

- A. If an employee is called in for a meeting by the Employer during non-working hours, the employee(s) shall be paid at his/her rate (drivers at activity run rate).

- B. An employee working on building checks shall be guaranteed two (2) hours minimum call-in pay.

Rates for New Classifications

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE XIII LEAVES

Sick Leave

- A. Sick leave shall be granted annually to each regular employee as follows:
 - 1. Twelve (12) days for Custodians, Maintenance and Mechanics
 - 2. Ten (10) days for Bus Drivers
- B. Custodians, Mechanics, and Maintenance employees may accumulate up to seventy (70) days. Upon termination of employment, the Board shall pay the employee, or the employee's heir in the case of death, for each unused accumulated day at the rate of twenty dollars (\$20) for each day.
- C. Bus Drivers shall have the option of being paid for unused sick days by June 30 of each year-at the full day rate, or accumulating days from year to year for a period not to exceed three years.
- D. Family Illness - Sick leave may be used for illness in the immediate family. Employees who are temporarily absent from work because of illness in their own household may use sick days.
- E. Family Medical Leave Act - Eligible employees shall be afforded family and medical leave in accordance with the provisions of the Family and Medical Leave Act of 1993, provided; however, that when contract language exceeds such provisions of the Act, the contract language shall be followed.
- F. Custodians, mechanics, and maintenance employees who utilize no sick leave during the fiscal year shall receive one (1) day off with pay to be taken during the summer down time.
- G. Employees may request up to three (3) days of sick leave allowance per year to be used as personal days. Request for use of personal days must be made in writing at least twenty-four (24) hours prior to being absent. The request will be submitted to the Supervisor's office. The Supervisor's office shall return such request to the employee within twenty-four (24) hours if the request is submitted in person to the Supervisor. The only reason for denial would be if the efficient operation of the

school is in jeopardy.

Personal Leave Days

Leave of absence shall be granted without pay and without benefits to any employee for up to one (1) year for a legitimate reason. A leave of absence shall not be granted for the purpose of engaging in other employment. Seniority will continue to accrue for up to thirty (30) days. After thirty (30) days, seniority will be frozen but not accrued.

Educational Leave

- A. An employee with seniority shall be granted an educational leave of absence without pay and without benefits for the purpose of pursuing a formal educational program. A leave shall be for a period of up to one (1) year. Seniority shall not accrue during an educational leave.
- B. At the conclusion of a leave, the employee shall notify the Employer of his/her desire to return to active employment. The employee shall be returned within fourteen (14) calendar days to the lowest senior position until the next route or zone selection meeting.

Bereavement Leave

- A. Five non-deduct days may be used for death in the immediate family to include grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law or father-in-law (including step-parents, step-children and step-siblings).
- B. Two (2) additional days, taken from sick days, may be used for a death in the immediate family. An extension may be granted under extenuating circumstances.
- C. An employee shall be allowed one (1) day a year for the death of a friend or relative not covered elsewhere in this section and such day will be deducted from employee's sick leave. Additional days requested may be deducted from employee's personal leave.
- D. Any employee selected to be a pallbearer for a deceased employee shall be allowed time off from work with pay to attend the funeral, not to be deducted from sick leave. The President or his/her representative, shall be allowed time off with pay, not to be deducted from sick leave, in the event of a death of a member of the Union for the exclusive purpose of attending the funeral.

Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee shall submit the payment for jury duty to the Employer. Employees are required to report to work following daily jury duty assignments except in cases where a combination of the jury duty

assignment hours and work hours equate to a full eight (8) hour day.

Veterans

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Educational Leave of Absence for Veterans

- A. Employees, who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, will be granted unpaid leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency. This applies only when active duty time interferes with normally scheduled work time.

ARTICLE XIV WORKER'S COMPENSATION

- A. Each employee will be covered by the applicable Worker's Compensation laws.
- B. In the event the employee's absence is due to a work incurred injury or illness for which the employee is entitled to Worker's Compensation, the employee may utilize sick leave allowance to make up the difference between the Worker's Compensation payments and regular wages.
- C. Any injury must be reported in writing to the immediate supervisor within 12 hours of its occurrence.

ARTICLE XV HOLIDAYS

- A. The paid holidays are designated as:

For Custodians, Maintenance, Mechanics	
Independence Day	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday

Christmas Eve	Memorial Day
For Bus Drivers	
Labor Day	New Year's Day
Thanksgiving	New Year's Eve
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Christmas Eve	

Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. Should a holiday fall during an employee's vacation, the employee will be paid for the holiday and that day will not be charged as vacation.
- D. If the holiday falls during a long-term leave, such as LTD or an unpaid leave of forty-five (45) or more consecutive days, then holiday pay will not be given.
- E. If the employee is on paid sick time, then the language in paragraph C above will prevail.

ARTICLE XVI VACATION ELIGIBILITY AND PERIOD

Vacation Eligibility

Full year employees (48 weeks or more) will earn credit toward vacation with pay in accordance with the following schedule:

- A. After one (1) full year of employment, the employee shall earn ten (10) eight-hour days vacation with pay for use the following year.
- B. After five (5) full years of employment, the employee shall earn fifteen (15) eight-hour days vacation with pay to be used as above.
- C. After fifteen (15) full years of employment, the employee shall earn twenty (20) eight-hour days vacation with pay to be used as above.
- D. Employment of forty-eight (48) weeks will constitute eligibility for vacation time. Vacation time will be based on a July 1 through June 30 school year, except for the first year of employment. In that case the employee will earn one day for each month worked to a maximum of ten (10), starting from his/her employment date and

ending on June 30. A new employee working less than ten (10) months in his/her first year shall earn one day for a minimum of one month worked, but no vacation for time less than one month. Vacation time will be computed by the hour, and may be used in half day increments (4 hours).

- E. Part-time employees will receive vacation time based on the above work week requirements, but will receive days in direct relationship to their work hours. (Example: a half-time employee earns same number of days, but would receive such in "half day" or equivalent hour increments.)

Vacation Period

- A. Requests for vacation dates shall be submitted to the Supervisor's office no later than ten (10) days prior to requested dates. The Supervisor will respond to vacation requests as soon as possible.
- B. Vacations will be granted at such times during the year as requested by the employee. When vacation requests are at the same time, and it is not possible to honor all requests, seniority of the employee will determine the vacation dates, unless the less senior employee had already received approval for the time.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. Vacation time cannot be accumulated from year to year, except in extenuating circumstances and if granted by the Employer.

ARTICLE XVII INSURANCE BENEFITS

Medical

The Board shall provide without cost to all custodial, maintenance and mechanic employees covered by the terms of this Agreement the following insurance protection for a full twelve (12) month period:

- A. The employee may elect full family MESSA Choices II with XVA II Rider with \$5/\$10 RX for the employee and his/her eligible dependents including sponsored dependents as defined by the carrier and its underwriter.
- B. If an employee and spouse are both employees of the district, either one, but not both, shall be eligible for medical insurance coverage to a maximum of one (1) full family coverage.
- C. Starting on July 1, 2008, members receiving health insurance will pay \$50/month toward the premium, through a pre-tax qualified IRS Section 125 plan.

For drivers with three (3) runs or more per day, the Board will provide \$100/month toward the cost of the above listed health program, single coverage. A driver who completes his/her contractual obligation for the school year shall be entitled to a full twelve months allotment of \$100/month.

Dental

The Board agrees to provide without cost to Custodial, Maintenance and Mechanic employees, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:

For those without dental insurance through another source, the plan will be as follows:

80%/80%/80% Class I, II, III, yearly max \$1,000

80% Class IV, \$1,300 lifetime max

For those with dental insurance through another source, the plan will be as follows:

50%/50%/50% Class I, II, III yearly max \$1,000

80% Class IV, \$1,300 lifetime max

Orthodontic coverage up to the age of 19.

Vision

The Board shall provide all members of the unit with MESSA VSP3 except that drivers must be assigned two runs/day or more to be eligible. The district will pay the extra cost for safety glasses for mechanics (the difference between the cost for regular glasses and safety glasses).

Long-Term Disability Insurance

The Board shall provide long-term disability insurance which will take effect after ninety (90) calendar days (straight wait) at a rate of sixty-six and two-thirds percent (66 2/3%) of annual salary with a maximum monthly payment of five thousand dollars (\$5,000) with offsets.

Life Insurance Coverage

The Board shall provide term group life insurance protection, without cost to each employee while employed. This insurance shall pay to the employee's beneficiary the sum of thirty thousand dollars (\$30,000) upon death.

Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

**ARTICLE XVIII
CLOTHING AND TOOL ALLOWANCES**

- A. The Goodrich Area School Board shall furnish work clothes to each maintenance or mechanic employee. The employee may opt to receive \$200 in place of the clothing.
- B. Custodians shall receive a clothing allowance of two hundred dollars (\$200) per year. This allowance is payable in two (2) installments of one hundred dollars (\$100) at the end of each semester (January and June).
- C. Bus drivers shall receive a clothing allowance of one hundred dollars (\$100) per year.
- D. Receipts will be required in order to receive reimbursement. All original receipts must be turned in during the month of May and will be paid in June.
- E. The Employer shall continue to provide any major tool necessary to perform required work and said tools shall remain the property of the school district. In the event a mechanic owned tool is damaged on the job, the Employer shall reimburse the replacement cost of the tool provided the employee acquires prior Employer approval and presents receipts to the Business Office.

**ARTICLE XIX
TRANSPORTATION**

A. Definitions

Run: A run is equal to one (1) hour, bus garage to bus garage. The Board will make every attempt to schedule runs at one hour or less. Bus runs over one shall be paid in five (5) minute increments. The only exception is the "Hadley" run which will be paid at five (5) minutes increments, and any student run for which a time study sheet is done and results are mutually agreed upon.

Shuttle: A shuttle is transporting students from one Goodrich School building to another Goodrich School building with no stops in between (except when part of a regular run). All shuttle runs over twenty (20) minutes shall be paid at a one (1) hour minimum.

Activity Runs: Field trips, athletics, band, etc.

B. Rate of Pay (See Appendix A)

C. Activity Runs

- 1. The Board of Education will reimburse the assigned drivers the cost of

admission to activities and athletic contests whenever said admission costs are paid for by the drivers. Request for reimbursement shall be presented to the Director of Transportation.

2. Activity runs will be paid a minimum of two (2) hours per trip. This will include trips canceled less than one (1) hour prior to departure time.
3. Regular drivers shall be paid full replacement pay for all runs given up to drive an activity run. Hours beyond the number of hours given up will be paid at the activity rate.
4. When a driver does an over and back activity run, he/she will be paid regular driving wages for ½ of the run, and activity wages for the remainder of the run.

D. Miscellaneous

1. Drivers will be paid on a per run and/or per hour basis with paychecks not to exceed two (2) week pay interims.
2. Physical Examinations
 - a. The Board of Education shall pay for physicals for regular drivers which will be given by a physician or clinic of Board choice. A driver may use his/her own physician, but he/she will only be reimbursed at a rate equal to, but not to exceed, the clinic or physician cost selected by the Board.
 - b. Drivers are required to have physicals yearly which must be on file in the transportation office by the day of the first pick meeting. Any driver who does not pass the physical will be placed on unpaid leave until he/she passes the physical. Drivers may use accumulated sick leave if available.
 - c. Drivers will be required to take drug tests according to State Law and District policy. This will be at district expense, and during the work day when possible.
3. CDL and Endorsements - The Board will reimburse the total cost as the fee is incurred.
4. Transfer of Assignments
 - a. When a driver with three (3) or more runs will be absent from work for an indefinite period of time that exceeds ten (10) work days, drivers with two (2) runs shall be allowed to temporarily request

replacement of run assignment in accordance with seniority.

- b. The district reserves the right to adjust assignments in the case of emergencies.
5. Special Education Vehicle
- a. Any vehicle used as a replacement for a special education vehicle must be equipped with appropriate safety devices.
 - b. An aide will be provided when determined necessary by the Director of Transportation.
 - c. When regular runs are canceled more than twenty-four (24) hours in advance, drivers will be only paid for runs performed.
 - d. When regular runs are canceled with less than twenty-four (24) hours' notice, the Board guarantees no lost wages.
6. Substitutes - A daily subbing policy will be established at the beginning of each school year and set for that year by the October 15 meeting.
7. Drivers will be paid activity run wages for time spent in required meetings, classes or other non-driving work. A three-day notice shall be given to drivers for mandatory meetings except in cases of emergencies. A one-hour minimum will be paid.
8. The Board may establish stipends for non-driving work such as scheduling, routing, etc., that are not required of bargaining unit members.

ARTICLE XX SCHOOL CLOSINGS

Custodian, Maintenance, Mechanic

- A. In the event that school is closed because of inclement weather or other causes beyond the control of the Administration, employees will report to work as scheduled.
- B. If employees are unable to report for work due to weather conditions, the following options are available to him/her:
 1. He/she can make up the lost hours over the next two (2) weeks at a rate of one (1) or (2) hours per day as assigned by the Supervisor.

2. He/she can authorize a deduction of wages for the time lost.
 3. He/she can use personal days or sick days.
- C. If school is closed during the day, the administration will determine whether the employees working should be sent home, and whether those scheduled to report to work should come in.
- D. When employees are informed by the administration not to report to work, or are sent home early, there will not be a wage loss nor will the time have to be made up.

Transportation

- A. When school is canceled due to inclement weather or other reasons beyond the control of the Administration, drivers will be paid for the day in so far as the number of these days per year does not exceed the number allowed by law or State Department of Education rules so as to trigger a loss of state aid. Any days beyond the number prescribed by the above will be made up as per the teachers' Master Agreement.
- B. If employees report to work and are required to delay the start of their run, they shall be paid their hourly activity rate of pay for all time spent waiting.

ARTICLE XXI WORK STANDARDS

- A. Work standards shall be established on the basis of fairness and equality consistent with the quality of workmanship, efficiency of operation, and the reasonable working capacities of normal operators.
- B. When a dispute arises regarding work standards or job requirements, the complaint shall be taken up with the immediate supervisor who will attempt to resolve it.
- C. After the supervisor has had reasonable time to consider the complaint, he shall give his answer within two (2) working days after being requested by the Union representative to do so.
- D. Failure to resolve the dispute will result in the complaint being processed through the grievance procedure.
- F. In the event the disputed job standard is resolved in some subsequent step in the grievance procedure, it shall be reduced to writing and signed by a representative of each party and the agreement shall be binding on both parties.

ARTICLE XXII
CONTRACTING AND SUBCONTRACTING OF WORK:
CONSOLIDATION OR ELIMINATION OF JOBS

- A. The right of contracting and subcontracting is vested with the Employer. The Employer shall provide the Union with a copy of any Request for Proposal at the same time that such is sent to the bidders. Prior to accepting bids for contracting or subcontracting, the Employer shall advise the Union at a Special Conference as to the nature, scope of the work, and the impact upon the Union and to discuss available options.
- B. The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

ARTICLE XXIII
MISCELLANEOUS

Safety Committee

The parties recognize the necessity to discuss and resolve health and safety issues in a pro-active manner. The committee will include three (3) Union representatives, three (3) employer representatives, and one (1) School Board member. The committee will meet quarterly. Additionally, either party may request a special Safety Committee meeting to discuss issues which are of immediate concern. If a health and safety concern is not resolved by utilization of the Safety Committee, it shall be a proper subject of this grievance procedure.

Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. For retirement purposes only, a bus run is computed at ninety (90) minutes as long as this provision is in compliance with all applicable laws and regulations.

Successor Clause

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer is effective voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer to the degree permitted by Law.

Mileage

Employees required to drive between schools will be reimbursed at the rate adopted annually by the Board of Education.

Professional Development (PD) Days

Professional Development Days will be on request on the administration. When asked to attend Professional Development Days and attendance will be voluntary and paid at the activity rate.

ARTICLE XXIV CLASSIFICATIONS, WAGE INCREASES, AND LONGEVITY

A. Classifications:

Bus Driver
Custodian
Maintenance
Mechanic
Assistant Mechanic

B. Wage increases for the above classifications will be set forth on the pay schedule in Appendix A.

C. Annual longevity will be paid to any unit member who has worked in the district long enough to qualify as follows (payment made the first pay in January of each year):

Beginning of 5th year at Goodrich Schools - \$200/year
Beginning of 10th year at Goodrich Schools - \$375/year
Beginning of 12th year at Goodrich Schools - \$525/year
Beginning of 15th year at Goodrich Schools - \$725/year
Beginning of 20th year at Goodrich Schools - \$925/year

ARTICLE XXV TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from July 1, 2005 until June 30, 2009.

A. The parties agree to initiate bargaining no later than sixty (60) days prior to the

above termination date.

- B. This Agreement shall continue in effect as provided by law until a successor Agreement has been completed, and may be extended only by written, mutual agreement.
- C. Agreement is subject to amendment only by written, mutual agreement of both parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. If any provisions of this Agreement are found to be contrary to Law, then that part will become null and void, but all other parts or the agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Members of the Goodrich Custodial/
Maintenance/Transportation Association,
MEA/NEA Bargaining Team

Members of the Goodrich Area
Schools Administrative Bargaining
Team

**APPENDIX A
PAY RATES**

2005-2006 through 2008-2009
Custodians, Maintenance, and Mechanics

Increase is 1%, 2%, 2%, and 2% respectively

	05-06	06-07	07-08	08-09
Maintenance	16.63	16.96	17.30	17.65
Maintenance/Custodian	15.61	15.92	16.24	16.56
Custodian, day rate	14.11	14.39	14.68	14.97
Custodian, night rate	14.52	14.81	15.09	15.38
Mechanic*	19.52	19.91	20.31	20.72
Assistant Mechanic	15.61	15.92	16.24	16.56

*Mechanics will receive an additional \$0.05/hour for each current certification on file in Central office. Second and third shift pay reflects a \$.41 premium pay.

2006-2007 through 2008-2009
BUS DRIVERS

Increases are the same percent (%) as above, except for certain bargained rates as indicated.

	05-06	06-07	07-08	08-09
Bus driver				
A. Per hour	14.26	14.55	14.84	15.14
B. Per run	15.79	16.11	16.43	16.76
Shuttle	6.38	6.51	6.64	6.77
Activity run (per hour)	12.04	11.04	12.04/12.28*	12.53
Fueling	10.04	10.04	10.04/10.28	10.53
Meal allowance	n/a	n/a	n/a	n/a
Pre trip	1.00/run	1.00/run	1.00/run	1.00/run
Drops	0.50/drop	0.50/drop	0.50/drop	0.50/drop

*Effective January 1, 2008.

LETTER OF AGREEMENT

TO BE INCORPORATED INTO THE 2005-05 THROUGH 2008-09 AGREEMENT

Additional agreements in regard to above wage rates:

1. The \$12.04 for activity runs was not paid for the 06-07 school year and through December 31, 2007, but was paid at \$11.04. The \$12.04, with the increase as reflected in the original TA/Letter of Agreement rate will be effective starting January 1, 2008.
2. The meal allowance has been eliminated. Anyone who turned in receipts and received reimbursement for meals for the 06-07 school year and up to December 31, 2007 will not be required to pay back that amount.
3. The language above in paragraph #1 also applies to fueling rate and other individually bargained rates in regard to payment not made during the aforementioned timeline. Effective date for the above rate shall be January 1, 2008.
4. The pre-trip increases not paid during this period will take effect on January 1, 2008.
5. In lieu of those above payments (1-4) which were not made, each driver will each be paid \$150.00 upon signing of the contract. The above numbers, 1-5 resolve the issues between the parties in regard to individual item pay rates bargained in the Letter of Understanding.
6. All wage increases starting with the 06-07 school year up to date of signing will be paid retroactively.
7. The Board will pay the overtime amounts deemed owed to the custodial/maintenance/mechanics employees.

For the Union

For the Board