

AGREEMENT

between

SWAN VALLEY SCHOOL DISTRICT

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO**

July 1, 2019 - June 30, 2022

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A G R E E M E N T

This Agreement is made and entered into by and between the Swan Valley School District Board of Education, Saginaw, Michigan, (the "**Employer**"), and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, Detroit, Michigan, (the "**Union**").

PREAMBLE

It is the desire of the parties to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve to the best interest of all concerned.

ARTICLE 1 RECOGNITION

Section 1: Recognition

- A. The Employer recognizes the Union as the exclusive representative of all full-time and part-time Maintenance employees, Head Custodians, Boiler Operators, and Custodians; but excluding all other employees and supervisory employees as defined by the Michigan Employment Relations Commission, for the purpose of collective bargaining, (collectively "employee") as to rates of pay, wages, hours of employment, or other conditions of employment. Any employee regularly scheduled to work less than ten (10) hours per week shall not be covered by this Agreement.

Section 2: Union

- A. The Union agrees that it will treat all employees in the same manner as to this Agreement, irrespective of Union membership.
- B. The Employer agrees that upon the hiring of any new employees who are covered by the terms of this Agreement, the Employer shall notify the Chief Steward of the name and date of hiring of the new employee.

ARTICLE 2 NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement not to discriminate against any

person or persons because of race, color, age, national origin, religion, sex, weight, height, or disability.

ARTICLE 3
ADMINISTRATION RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees.
 2. To hire all employees subject to the provisions of law; to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific terms conform with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. This Contract incorporates the parties' full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. No oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 4
REPRESENTATION

- A. All employees who are covered by this Agreement shall be represented for the purpose of Grievance Procedure by Steward or Alternate Steward to be selected by the Union.
- B. If the Steward or Alternate Steward receives approval from the Employer to take time off from his/her regular job assignment to investigate a grievance related to the Employer during his/her regular scheduled working hours, he/she shall be paid for such time not to exceed his/her regular scheduled earned rate, provided there is no disruption of normal school business activities.

- C. The names of the Steward and the Alternate Steward shall be given in writing to the Employer; no Steward or Alternate Steward shall function as such until the Employer has been advised of his/her selection in writing by the Officers of the Local Union. Any changes in Steward or Alternate Steward shall be reported to the Employer in writing as soon as possible.
- D. During his/her term of office, the Steward and Alternate Steward shall be deemed to head the seniority list for the purpose of lay-off and recall only, provided they are qualified to do the work. Upon termination of their term, they shall be returned to their regular seniority status.
- E. The Maintenance Supervisor shall be excluded from the bargaining unit as long as such employee remains in such supervisory capacity. If such employee vacates his/her supervisory position, he/she shall be allowed to exercise his seniority and return to the bargaining unit.
- F. The Steward or Alternate Steward, when called upon by the Union or the employees to investigate complaints and/or handle grievances during their regular scheduled working hours, shall notify their immediate supervisor that they are to investigate a complaint or handle a grievance.
- G. No Steward or Alternate Steward shall leave a building during working hours without express permission of the immediate supervisor.
- H. The immediate supervisor shall grant the necessary time for such duties unless to do so would conflict with an immediate job or program then required.

ARTICLE 5 **VISITATION**

After presentation of proper credentials to the Employer, officers or accredited representatives of the Union may be admitted into District buildings to assist in the administration of this Agreement, including the adjustment of grievances provided that such activity is not in areas of the building which would be detrimental to the management and function of the District, its students, or its employees.

ARTICLE 6 **SAFETY PRACTICES**

The Employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work as provided for and stipulated under State and Local regulations and under the Occupational Safety and Health Act. It shall be the responsibility of each employee to report any unsafe conditions to his/her supervisor immediately.

ARTICLE 7
JURISDICTION

Persons not covered by this Agreement may temporarily perform work covered by this Agreement for the purpose of training employees who are covered by this Agreement, experimentation or in the case of emergency, or when bargaining unit employees are not available when needed. This clause shall not limit the Maintenance Supervisor from performing bargaining unit work, which he/she has historically performed in the past.

The Employer reserves the right to use the services of persons whose positions are funded by the State, Federal, or Local Government or any of its agencies. These positions include, but are not limited to: co-op students, JTPA, Youth Corp, . Such persons shall not be covered by this Agreement, but their use may require written compliance by the Union. Use of such temporary persons shall not reduce the present work force as of May 1st of each year.

ARTICLE 8
CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer pursuant and subject to Michigan Law.

ARTICLE 9
SENIORITY

Section 1

- A. All new employees will be considered as probationary employees until they have been employed for ninety (90) calendar days. After the completion of the ninety (90) days, the employee will be considered as a regular employee and seniority will start as of the employee's last date of hire. There shall be no seniority among probationary and temporary employees. A probationary or temporary employee may be disciplined or discharged by the Employer during the probationary period without recourse to the Grievance Procedure. Base pay for the probationary employee will begin on the ninety-first (91st) calendar day of employment.

- B. When an employee acquires seniority, his/her name shall be placed on the seniority list. An up-to-date seniority list shall be made available to all employees for inspection, by posting where practical or by a satisfactory equivalent method, on or about July 1st of each year.

C. Seniority shall be severed for the following reasons:

1. If the employee quits.
2. If the employee is discharged for cause.
3. If the employee is absent without properly notifying the Employer, unless a satisfactory reason is given.
4. If an employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
5. If an employee is laid off for a continuous period equal to the seniority he/she has acquired at the time of such lay-off period or three (3) years, whichever is less.

D. The bargaining unit seniority which was accumulative as of the date an employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this Agreement. Said employee shall have the right to exercise this seniority and return to an open position within the bargaining unit if he/she vacates the supervisory position.

E. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace an employee with lesser seniority (meaning least seniority employee) in the same classification or the next lower wage classification. An employee's job which is eliminated shall have the same bumping rights as if being laid off.

F Notice of Lay-Off

In the event of lay-off, employees shall be given at least one (1) week notice of lay-off unless circumstances beyond the Employer's control prevents its notice from being given.

G. Notice of Recall

The Employer shall provide notice of recall by certified mail, return receipt requested, to the employee's last known address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of ten (10) calendar days to respond after receiving the notice. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time frame allowed as set forth in the notice of recall, shall be presumed to have resigned and their name shall be removed from the seniority list.

Reduction of Hours:

If it becomes necessary for the Board to reduce the hours of any employee(s) below eight (8) hours per day or forty (40) hours per week, the lowest seniority employee shall have his/her hours reduced first (1st), either partially or totally, depending on the need. If further reductions are necessary, the next lowest seniority employee shall be affected and so on up the line of seniority.

ARTICLE 10 VACANCIES AND PROMOTIONS

- A. Whenever the Employer determines that it will fill a vacancy or newly created position within the classifications covered by this Agreement, the Employer shall publicize the same by posting an appropriate notice in every school building within one (1) pay period from the date of vacancy, and the employee shall be given two (2) working days' time in which to make application to fill the vacancy or new position. Any persons within the classifications covered by this Agreement may apply for such vacancy in writing. The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies to be filled are to be posted in the following manner; the type of work, the starting date, the rate of pay, the hours to be worked, the work location, and the classification. Upon completion of the probationary period, the employee's work location shall be considered permanent with the exception of a situation that may require a transfer to continue the efficient operation of the District.
- B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher. The only exception to this shall be in the case of a lower classified employee NOT required to perform any of the normal job duties of the higher classification.
- C. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except if both parties mutually agree to an extension of the thirty (30) calendar day time period. If it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position, and posted for bidding from interested employees.
- D. The Employer shall have the right to secure the services of temporary employees to replace regular employees who are absent as a result of vacations, sickness, leave of absence of a duration of less than three (3) months, and other day-to-day absences, providing the temporary employees do not fill permanent positions.

- E. Promotions or transfers shall be made on the basis of the following:
1. Potential ability to perform the job.
 2. Record of past performance during the previous twelve (12) month period.
 3. Among qualified applicants, the most senior employee shall receive the promotion or transfer.
 4. The Employer requires a trade license and/or certification as a prequalification to bid on a full-time Maintenance position. . Trade license and/or certification must be obtained within twelve (12) months for the General Maintenance person.
- F. A newly transferred employee shall serve a probationary period of thirty (30) days in the open position at his/her current rate of pay. Upon satisfactory completion of the probationary period, he/she shall be paid the rate of pay of the new position retroactive to the date of transfer.

The employee may, at any time during the probationary period on the new job, return to his/her former position or, if his/her work is not satisfactory to the Employer, the employee shall be returned to his/her former position. Unsatisfactory work to the Employer is based on at least one (1) formal evaluation.

The Employer may extend the probationary period for an individual employee an additional thirty (30) days and shall notify the Union and the employee of this intent.

ARTICLE 11

NEW JOBS

- A. When new jobs are placed in operation during the term of this Agreement, and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first (1st) began working in the classification, except as otherwise mutually agreed. Where

the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the Grievance Procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time or as a result of final negotiations or upon resolving the matter through the Grievance Procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12
DISCIPLINE AND DISCHARGE

- A. The responsibility of discipline and/or discharge of employees is vested entirely in the Employer. However, such discipline or discharge shall be only for just and stated cause, with the employee having the right to grieve such action.

Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, but not limited to, the following: drunkenness, dishonesty, attendance, drugs, insubordination, willful violation of known work rules, demonstrated lack of interest in or ability to perform assigned work, or refusal to do assigned work.

The Employer shall exercise progressive disciplinary practices which may include a verbal warning, written warning, one (1) to three (3) day suspension, and three (3) to ten (10) day suspension, then possible discharge. For a more serious offense, the Employer may waive some or all of the above steps.

- B. When the Employer determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline, and written notification shall be presented to the employee and the Union outlining the reason for such disciplinary action.
- C. Probationary employees shall not have recourse to the Grievance Procedure for any disciplinary action assessed them.

ARTICLE 13
NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the District. The Union, therefore, agrees that its Officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the District.

Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE 14
LEAVES OF ABSENCE

Leaves of absence without pay may be granted for the following reasons:

- A. An employee who, because of any accident or illness, is unable to perform the essential functions of his/her job and who has exhausted all means of compensation from the Employer, shall be granted a leave of absence consistent with the provisions for family and medical leaves as otherwise set forth in this Agreement.

The employee shall promptly notify the Employer of the necessity of the leave of absence and shall further provide the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. If the employee is unable to return to work within the twelve (12) weeks allowed for family and medical leave, the employee shall be granted additional time off. Such additional time off, in excess of one (1) year, must be approved by the Board.

- B. Leaves of absence shall be granted for the serious health condition of a member of the employee's immediate family which includes mother, father, husband, wife, son or daughter. The provisions of the leave of absence shall be governed by the provisions for family and medical leave as otherwise set forth in this Agreement. Eligibility for leave of absence for a brand new employee ONLY requires a minimum of one (1) year of continuous employment by the Board as a permanent employee dating from one (1) calendar year anniversary from date of hire.
- C. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. Whenever an employee becomes pregnant, she shall furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When her physician indicates that the employee can no longer can perform her normal duties, the employee shall immediately be granted a leave of absence. An employee shall return to work when her physician indicates in writing that the employee is physically able to resume her normal job duties.

- E. The reinstatement rights of any employee who enters the uniformed service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- F. Leaves of absence will be granted to employees who are active in the National Guards, or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual training obligations, provided such employees make written request for such leave of absence immediately upon receiving orders to report for such duty.
- G. Any employee in the bargaining unit elected or appointed to full-time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
- H. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy sent to the Union.
- I. An employee who meets all of the requirements in this Article shall be granted a leave of absence without pay and shall accumulate seniority during his/her leave of absence. The employee shall be entitled to resume his/her regular seniority during the leave of absence, and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.
- J. Other leaves of absence without pay may be granted by the Employer.
- K. All requests for extended leaves will be applied for and granted in writing. The employee must apply for the leave at least thirty (30) days before its commencement, except in case of emergency.
- L. Upon application by an employee, the Employer may grant a leave of absence.
- M. Any employee who does not give at least one (1) week written notice of return to work by the expiration date as set forth on his/her leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the Employer except as herein provided, will be considered to have terminated his/her employment.
- N. The above leaves may be extended upon written application of the employee with the approval in advance of the expiration date.
- O. Disposition of all requests for leaves of absence and extensions, thereof, shall be in writing.

Family and Medical Leave Act

The Superintendent's Office is responsible for implementing the following guidelines:

1. All full-time/part-time employees will be granted a total of up to twelve (12) weeks of unpaid leave in a twelve (12) month period after twelve (12) months of service. The Employer agrees that this twelve (12) month period shall be the fiscal year (beginning July 1st). Certain kinds of paid leave may be substituted (see below). Leave must be granted for one (1) or more of the following reasons:
 - a. Because of childbirth to care for a child. The Employer can require that the leave be taken all at one time.
 - b. Because of the placement of a child with the employee for adoption or foster care, within the first twelve (12) months of the placement. The Employer can require that the leave be taken all at one time.
 - c. To care for a spouse, child, or parent who has a serious health condition. This leave may be taken intermittently or on a reduced time basis (e.g., by working fewer days in a week, or by working fewer hours in a day), but only if such a schedule is needed for medical reasons.
 - d. Because of the employee's own serious health condition, where the employee is unable to perform his/her job. As with a family member's illness, this leave can be taken intermittently, or on a reduced time basis, if medically necessary to do so.

Serious health condition is defined as a health condition that involves:

- a. In-patient care in a hospital, hospice, or residential medical care facility, or
 - b. Continuing treatment by a health care provider.
2. Spouses employed by the same Employer are jointly entitled to a combined total of twelve (12) weeks of family leave. (For the care of a spouse or child with a serious health condition, or for the employee's own serious health condition, each employed spouse is entitled to a separate twelve [12] week limit.)
 3. The Employer can require certification from a health care provider about the family member's condition, including a statement from the health care provider saying that the employee is needed to care for the family member, and an estimate of time needed.

4. The Employer can require certification from a health care provider about the employee's condition, including a statement from the health care provider that the employee is unable to perform the functions.
5. An employee taking leave to which he/she is entitled under the FMLA may substitute, at the employcc's discrction, any paid leave earned under this Agreement for any unpaid FMLA leave taken by the employee. The Employer shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee, except as specified in Article 17.
6. Family and Medical Leave Act leave must be applied for in writing thirty (30) days in advance, except in an emergency. Supervisor's written approval shall be required, and notification must be sent to the Superintendent.
7. Employees shall have the right to return to the same position held, or to an equivalent position, and its employment benefits.
8. If the employee does return to work, the employee cannot have lost any benefits accrued before the leave, other than any vacation or sick leave that was used for the leave.
9. The Employer must continue providing health care coverage (e.g., medical, dental, vision, hearing, health care spending accounts) to the employee during the leave, on the same basis as if the person had been actively at work. But, if the employee does not return to work after the leave for reasons other than health conditions, or some other reason beyond the employee's control, the Employer is allowed to charge the employee retroactively for the full premium cost of the health care coverage for the entire leave time.

ARTICLE 15
GRIEVANCE PROCEDURE

Definition:

- A. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
- B. The primary purpose of the procedures set forth in this Article is to secure at the lowest possible level equitable solutions to the problems which may arise relative to the application or operation of this Agreement.

- C. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the Procedures. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate administrative employee.
- D. The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.
- E. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.
- F. The term "days" when used in this Article means working days, exclusive of holidays, Saturdays, and Sundays.

Procedure:

- A. An employee having a grievance shall take the matter up with the immediate supervisor, who shall attempt to adjust the matter consistent with the terms of this Agreement.
- B. Any employee may request his immediate supervisor to call his/her Steward to handle a specified grievance with his/her immediate supervisor. The supervisor will send for the Steward without undue delay and without further discussion of the grievance.
- C. Grievances which are not so settled shall be reduced to writing on appropriate forms, and signed by the aggrieved. The grievance shall specify what provision(s) of this Agreement that is allegedly violated and the remedy requested.

Step One

- A. Grievance must be filed in writing with the Director of Maintenance within ten (10) working days from the date circumstances arose, or the employee should have known such circumstances existed.
- B. The Director of Maintenance will answer such grievance with five (5) working days from the date it was filed in writing, unless extended by mutual agreement in writing.
- C. The Steward and the Director of Maintenance shall attempt to settle the grievance.
- D. The Director of Maintenance shall write his/her disposition on all copies of the grievance form, and shall return it to the Steward within five (5) working days, unless extended by mutual agreement in writing. It is agreed, where references to days appear in this Article,

each each twenty-four (24) hour period shall constitute a regularly-scheduled working day. In no event shall a scheduled off day or days be computed where reference to hours appears in any of the Sections outlined in this Article.

- E. If additional time is deemed necessary to properly investigate matters relative to the grievance at any Step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer. Such answer shall be final if not appealed within five (5) working days.

Step Two

- A. If appealed within the time limits, the grievance shall be presented to the Superintendent or designee, who will arrange for a conference with a Business Representative of the Union in an attempt to settle the grievance.
- B. Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to both parties.
- C. The Superintendent or designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.

Step Three

- A. Any appeal of a decision rendered by the Superintendent or designated representative shall be presented to the Board within ten (10) working days from the date of the decision by the Superintendent or designated representative.
- B. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or designated representative was not satisfactory.
- C. Such grievance shall be placed on the agenda of a regular Board meeting and/or Executive Board meeting scheduled within a period of forty (40) days from the date of receipt of the appeal and the representatives of the Union shall be advised in writing as of the time and place of the meeting.
- D. The Board or its designated representative shall answer such grievance in writing within ten (10) working days from the date of conference unless extended by mutual agreement.

Step Four: Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board, then

within fifteen (15) calendar days from the date of the decision by the Board of Education, the grievance must be submitted to arbitration.

- B. The selection of the Arbitrator and the rules governing the arbitration shall be according to the American Arbitration Association.
- C. The Arbitrator, the Union, or the Employer may call any employee as a witness in any arbitration hearing. Other persons may be used as witnesses by the parties as the need would warrant.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties.
- F. The fees and expenses of the Arbitrator shall be borne equally by the parties.
- G. The Arbitrator shall render his/her decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.
- H. The Arbitrator's decision will be in writing and will set forth his/her finds of fact, reasoning, and conclusions on the issues submitted. The Arbitrator will be without power or authority to make any decisions which requires the commission of any Act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding on all parties.

ARTICLE 16 **WORKING HOURS**

Section 1: Work Week-Overtime

- A. For the purpose of computing overtime premium pay:
 - 1. For the purpose of computing overtime premium pay, the regular working day is eight (8) consecutive hours exclusive of the unpaid lunch period, and the regular working week is forty (40) hours.
 - 2. All hours worked by employees in excess of the normal work day or work week shall be paid at time and one-half (1-1/2) the regular straight time hourly rate. (Regular straight time to include longevity.)

- B. This provision shall not be construed as a guarantee of forty (40) hours per week or eight (8) hours per day for the employees covered by this Agreement.
- C. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first (1st) four (4) hours worked per day and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours worked per day.

Employees who abuse such rest periods may be subject to disciplinary action; such rest periods shall be scheduled by the Maintenance Supervisor.
- D. No employee will be required to take time off from their normal work schedule during the work week as a result of an employee having worked overtime hours, to avoid the payment of any overtime compensation by the Employer.
- E. If an outside group other than Thomas Township Recreation Department uses a building on a weekend, the District will continue to schedule overtime per the regular employees' seniority list.

Section 2: Call Back

Whenever an employee is called back to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate of pay or a minimum of three (3) hours pay at his/her straight time hourly rate whichever is greater.

Section 3: Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building and among those non-probationary employees who regularly perform such work, provided they are qualified to perform such work. The Employer requires the lowest senior person of those capable of performing duties to work overtime if rotation fails. An overtime list shall be posted in each building for that particular building and kept up-to-date by the Director of Maintenance. An employee working overtime will be required to take a lunch break after four (4) hours of overtime work. A person's base school for overtime hours will be determined by the majority of hours worked at a particular building.

Section 4: Shift Differential

Employees who are regularly scheduled four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of twenty-five cents (\$.25) per hour for all hours worked that day. Employees who are regularly scheduled four (4) or more hours of work

between 12:00 midnight and 7:00 a.m. shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked that day. The shift differential will apply during the regular school year only.

Section 5: Wash-Up Time

All employees will be allowed up to five (5) minutes to wash up before the end of the work day.

Section 6: Scheduled School Days

If the administration believes Custodians should not report for work, Custodians will not report for work upon proper notification by their supervisor. In these cases, there shall be no loss of pay to the employees. Those employees that are required to work on such days shall be paid only for hours worked, except for those employees who are able to work a minimum of six (6) hours, who will be paid for an entire shift. Employees may utilize a personal day (if available) or a vacation day on such days. The Employer shall only require employees to work on such days when it is reasonable to assume that they can travel to work safely.

Section 7: Summer Shifts

Summer shifts shall be four (4), ten (10) hour days beginning the week after the school term ends in June. Employees will return to their regular shifts the opening week of school. Holidays during this summer period shall be paid as a ten (10) hour day. Employees using paid sick leave, personal leave, vacations, etc., shall have the time equated to hours instead of days. (example: Employee having ten (10) vacation days shall have the equivalent of eighty (80) hours to use. During the summer, that would be the equivalent of eight (8), ten (10) hour days.)

Each elementary school building shall have a Monday-Thursday week and a Tuesday-Friday week. At the middle school, one (1) employee shall have a Monday-Thursday week; one (1) employee shall have a Tuesday-Friday week. At the high school, three (3) employees shall be assigned day shifts Monday-Thursday; one (1) employee shall be assigned night shift Monday-Thursday; one (1) employee shall be assigned day shift Tuesday-Friday. One (1) maintenance employee shall be assigned a Monday-Thursday week, and the other a Tuesday-Friday week. In all cases where mutual agreement cannot be reached, the more senior employee shall be allowed shift preference.

ARTICLE 17
SICK LEAVE

Section 1: Sick Leave

- A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave is to protect employees when they become ill.

- B. After successful completion of the probationary period, each employee will be credited with one (1) day per month of active service accumulative to a total of one hundred sixty-five (165) days. The Employer shall furnish a written statement at the beginning of each fiscal year setting forth the total of sick leave credit.

An employee who uses two (2) or fewer sick days during a year (exclusive of bereavement days per Section 2(a) and 2(b) of this Article) shall receive a \$250 stipend. This will be based on a July 1st to June 30th year. Stipend will be paid in July.

- C. The Superintendent or designee, at their discretion, may request from any employee, where either excessive absenteeism or a prolonged illness is involved, a statement of health from a licensed physician designated by and paid for by the Employer.

- D. If an employee terminates his/her employment under any one (1) of the following circumstances:

1. Forced retirement, before the regular retirement age, for health reasons,
2. Voluntary retirement under of the State Retirement Act, or
3. Death while in the employment of the Board,

He/she shall receive sixty-five dollars (\$65.00) per day for all their accumulated sick days. Paid days under this paragraph are capped at one hundred (100) days. Eligibility is based on at least ten (10) years of service in the District.

- E. An employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave benefits under this Article shall forfeit all benefits or rights accrued under this Article and such misrepresentations may constitute grounds for dismissal.

- F. If an employee is sick and cannot report for work, he/she must call the Director of Maintenance, or the Superintendent to notify them of their illness at least one and one-half (1-1/2) hours before their scheduled work day. If an employee fails to do this, he/she will forfeit their day's wages.

Section 2: Sick Leave Usage and Bereavement

- A. Employees shall be allowed four (4) days of absence, without loss of pay or reduction of sick leave bank, in the event of death to a member of the immediate family. The immediate family, for the purpose of this Agreement, shall be defined as mother, father, husband, wife, son, daughter, or dependents, brother, or sister. The employee must, however, attend the funeral/service.

- B. Employees shall be allowed two (2) days of absence, without loss of pay or reduction of sick leave bank, in the event of death to the employee's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or the spouse of his child. The employee must, however, attend the funeral/service.
- C. Employees shall be allowed three (3) days of absence, without loss of pay, in the event of a critical illness in the employee's family.
- D. Employees shall be allowed one (1) day when emergency illness or injury in the immediate family requires the employee to make arrangements for necessary medical and nursing care.

Personal Business Days

Employees shall be allowed three (3) days for time necessary to conduct personal business of a critical nature which cannot, for specific reasons, be handled outside of regular school hours, and further, provided that suitable replacement can be obtained by the administration. Hunting, fishing, recreation, shopping, vacationing, and social matters are not considered proper uses of leave under this Article. The employee planning to use a personal leave day shall notify the Superintendent or designee, at least two (2) days in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. If a personal business day is not used, it shall be added to the employee's accumulated sick leave.

ARTICLE 18
HOLIDAYS

Employees shall be given the following holidays off, without loss of pay:

Fourth of July	Day after Christmas
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Monday after Easter
Christmas Day	Memorial Day

All of the above holidays are subject to the conditions provided below:

- A. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Employer shall have the right to observe the holiday of the preceding Friday or the following Monday, or on another day when student instruction is not scheduled.

- B. An employee who is required to work on any of the designated holidays, shall be paid time and one-half (1-1/2) the regular straight time hourly rate for all hours worked in addition to the regular pay.
- C. The employee must be a permanent full-time employee as of the date of the holiday to qualify for holiday pay.
- D. Employees off sick on the holiday, the day before or after the holiday, may be required to submit medical proof of illness, paid for by the Employer to receive holiday pay.
- E. If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or he/she shall receive eight (8) hours pay for the holiday. An employee on sick leave on any of the above-named holidays shall not have that day deducted from his accumulative sick leave.
- F. The employee must have worked the last scheduled work day before the holiday and the next scheduled work day after such holiday within the employee's scheduled work week to qualify for the holiday pay, with the exception of (e) above.
- G. If the occasion should arise that Easter Monday is scheduled as a regular school day, then the Easter Monday holiday will be observed as a personal holiday and scheduled on a day in the corresponding contract year that is not scheduled as a regular school day.

The District may also restrict access to the personal holiday for the three (3) days immediately before and immediately after the school year.

ARTICLE 19 **INSURANCE**

Benefits re-opener shall take place in the fall of 2019, 2020, and 2021.

- A. The Employer shall provide full family hospitalization insurance for all full-time employees subject to acceptance of carrier.

Such coverage will be effective on the first (1st) day of the month no later than ninety (90) days following employment.

The Board's contribution toward the health insurance premium shall be "capped" at the amounts set each year in accordance with Section 3 of the Publicly Funded Health Insurance Contribution Act (PFHICA) and any health insurance premium in excess of those amounts shall be paid by the employee through payroll deduction.

District agrees to allow Custodians group to select individualized district H.S.A. contribution amounts. They will get a one-time irrevocable choice for each calendar year to choose their H.S.A. contribution for the following calendar year. Their choices will be fully funded, ½ funded, or not funded at. Their payroll deduction amount for having health insurance will change based on the choice they make. Fully funded H.S.A. results in larger payroll deduction for insurance than no funding of the H.S.A. For those who choose a funding option for their deductible, the funds will be deposited into their H.S.A. on the 1st payday of January. Their irrevocable choice will be put in writing and turned into the District office by a mutually agreed upon date.

Plan A for employees needing health insurance

1. MESSA ABC Plan 1(BCBS PPO) with Health Savings Account (HSA) (funding level by employee election during open enrollment)
In-Network (Ded. \$1350/\$2700, MaxOOP Ded+ \$1000/\$2000, RX after Ded \$2, \$10, \$20, \$40)
2. Long Term Disability: Fifty percent (50%)
Plan I
60 CD-MF
\$1,000 Maximum
Mental/Nervous/and
Alcoholism/Drug
Two (2) Years
3. ADN Dental 100/80/80: \$1,250 annual
 Orthodontics (to age 19): \$1,200 lifetime
4. Negotiated Life: \$50,000 (with AD&D rider)
5. Vision: NVA

Plan B for employees not needing health insurance

1. ADN Dental 100/80/80: \$1,250 annual
 Orthodontics (to age 19): \$1,200 lifetime
2. Vision: NVA
3. Negotiated Life: \$50,000 (with AD&D rider)

- 4. Long Term Disability: Fifty percent (50%)
Same as Above.
 - 5. Tax-Deferred Annuity: \$384.00 per month
- B. The Employer's contribution towards the premium for hospitalization insurance will continue for those on medical leave for the balance of the month of the leave plus three (3) months. For employees laid off, the contribution towards the premium will continue for the balance of the month plus one (1) month after lay-off. The Employer is not required to continue the contribution for those granted leave for personal reasons.
 - C. An employee whose regular assignment is less than twelve (12) months must make the necessary arrangements for payment of the premium for insurance.
 - D. When an employee does not have sufficient money due him after deductions have been made for Social Security, Federal and State Income Tax, or any other deductions authorized by the employee or required by law, the employee must make the necessary arrangements for payment of his portion of the premium for hospitalization insurance in the cases where an employee elects to take additional insurance coverage.
 - E. Insurances may be bid or self-insured. However, coverage will be comparable to current programs.

**ARTICLE 20
VACATIONS**

- A. All vacations shall be scheduled and taken during the calendar year subject to the efficient operation of the District and with approval of the Employer or its designated representative.
- B. All regular twelve (12) month full-time employees hired on or before July 1, 2013 covered by this Agreement earn vacation each year which they can use starting July 1st through the next June 30th, according to the following schedule. Individuals during their first year of employment receive vacation on a pro-rated basis.
 - 1. After one (1) year Five (5) days paid
 - 2. After two (2) years Ten (10) days paid
 - 3. After three (3) years Eleven (11) days paid
 - 4. After four (4) years Twelve (12) days paid
 - 5. After five (5) years Fourteen (14) days paid
 - 6. After six (6) years Fifteen (15) days paid
 - 7. After seven (7) years Sixteen (16) days paid

- | | | |
|-----|--------------------------|----------------------------|
| 8. | After eight (8) years | Sixteen (16) days paid |
| 9. | After nine (9) years | Sixteen (16) days paid |
| 10. | After ten (10) years | Twenty (20) days paid |
| 11. | After fifteen (15) years | Twenty-two (22) days paid |
| 12. | After twenty (20) years | Twenty-five (25) days paid |
- C. All regular twelve (12) month full-time employees hired on or after July 1, 2013 covered by This Agreement earn vacation each year which they can use starting July 1 through the next June 30th, according to the following schedule. Individuals during their first year of employment receive vacation on prorated basis.
- | | | |
|----|-----------------------------------|--|
| 1. | Up to the end of the first year | Five (5) days paid (prorated where applicable) |
| 2. | Beginning year 2 through 9 | Ten (10) days paid |
| 3. | Beginning year 10 through year 14 | Fifteen (15) days paid |
| 4. | Beginning year 15 | Twenty (20) days paid |
- D. Vacation may be taken, with a minimum of half (1/2) day increments, with at least two (2) days notice to the person's supervisor, except in cases of emergency.
- E. To be eligible for a full vacation, an employee must have worked a minimum of eighty percent (80%) of his/her regularly scheduled working hours. An employee who works less than eighty percent (80%) of his/her regularly scheduled working hours shall receive pro-rated vacation allowance based on the hours the employee works for the Employer.
- F. Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date. To be eligible for pro-rated vacation pay, the employee must give the Employer at least eight (8) calendar days notice before terminating his/her job.
- G. An employee may receive pay in lieu of time off, not to exceed two (2) weeks. Pay in lieu of time off will be payable by or before August 1st.

ARTICLE 21
JURY DUTY

A seniority employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Board in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the Board on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expense for each days' juror's services). To receive payment, the employee must give the Board prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she

reported for or performed jury duty on the days for which the employee claims such payment. The provisions of this paragraph does not apply to an employee, who, without being summoned, volunteers for jury duty.

Employees shall report to their regular assignment when jury duty is one-half (1/2) day or less.

ARTICLE 22
PART-TIME EMPLOYMENT

It is hereby agreed between the parties that in the event that an employee works less than the established hours in his/her classification and is covered by this Agreement shall be entitled to a pro-rata portion of all the benefits as provided under this Agreement based on the hours the employee works for the Employer (excluding HealthCare/RX, which shall be pursuant to the ACA).

ARTICLE 23
WORK AND CLASSIFICATION

Employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A or B attached.

ARTICLE 24
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties, their successors, and assigns.

ARTICLE 25
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Employer unless executed in writing between the parties and the same has been ratified by the Union and the Board.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section is restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4

During the negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands and proposals as to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively as to any subject or matter not specifically referred to or covered in this Agreement.

Section 5

In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, except the negotiating committee for each party shall consist of no more than five (5) persons of which a minimum of four (4) persons representing the Custodians must be members of the International Union of Operating Engineers, Local 324, AFL-CIO and a minimum of four (4) persons from either the Board or the District's administrative staff.

Section 6

School facilities will be available for Union meetings. The regular school policy application form shall be provided to the Union for its application for permission to use school property. This form must be approved by the Superintendent or designee.

ARTICLE 26 **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until **June 30, 2022**.

- B. If either party desires to terminate this Agreement, it shall, ninety (90) days before the termination date, give written notice of termination. If neither party gives notice of termination, or withdraws the same before the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice before the current anniversary date of termination.
- C. If either party desires to modify or change this Agreement it shall, ninety (90) days before the termination date or subsequent anniversary date of termination, give written notice of amendment, in which event, the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. 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 and conditions of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if the Employer, addressed to the Swan Valley School District, 8380 O'Hern Road, Saginaw, Michigan 48609, or to any other address the Union or Employer may make available to each other.
- E. **Emergency Manager**
- An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided in that Act.
- F. The effective date of this Agreement is **July 1, 2019.**

IN WITNESS WHEREOF the parties have caused this instrument to be executed.

SWAN VALLEY SCHOOL DISTRICT

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 324,
324- A, B, C, D, G, H, P, RA, S – AFL-CIO
500 Hulet Drive
Bloomfield Township, MI 48302




_____ Business Manager




_____ President




_____ Recording-Corresponding Secretary

SCHEDULE "A"

WAGES

For employees Hired before July 1, 2013, the following wages shall apply: Classification	2018-2019 School Year (For reference only)	2019-2020 School Year Effective July 1, 2019 (\$.25/hr increase)	2020-2021 School Year Effective July 1, 2020 (\$.25/hr increase)	2021-2022 School Year Effective July 1, 2021 (\$.25/hr increase)
General Maintenance	\$16.97	\$17.22	\$17.47	\$17.72
Custodian	\$14.90	\$15.15	\$15.40	\$15.65

Longevity (off base pay):

Five (5) years	Fifteen cents (\$.15)
Ten (10) years	Twenty cents (\$.20)
Fifteen (15) years	Twenty-five cents (\$.25)
Twenty (20) years	Thirty cents (\$.30)
Twenty-five (25) years	Thirty-five cents (\$.35)

SCHEDULE "B"
WAGES

For employees hired on or after July 1, 2013, the following wages shall apply for the following classifications: <u>General Maintenance</u>	2018-2019 FOR REFERENCE ONLY	For employees hired on or after July 1, 2013, the wages shall apply for the following classifications: <u>Custodian</u>
0-90 Days:	\$13.97	\$11.90
After 90 Days	\$14.47	\$12.40
Beginning 2 nd Year	\$14.97	\$12.90
Beginning 3 rd Year	\$15.97	\$13.90
Beginning 4 th Year	\$16.97	\$14.90

For employees hired on or after July 1, 2013, the following wages shall apply for the following classifications: <u>General Maintenance</u>	2019-2020 Effective July 1, 2019 (restructure scale & \$.25/hr)	For employees hired on or after July 1, 2013, the wages shall apply for the following classifications: <u>Custodian</u>
0-90 Days:	\$14.72	\$12.65
After 90 Days	\$15.22	\$13.15
Beginning 2 nd Year	\$17.22	\$15.15

For employees hired on or after July 1, 2013, the following wages shall apply for the following classifications: <u>General Maintenance</u>	2020-2021 Effective July 1, 2020 (restructure scale & \$.25/hr)	For employees hired on or after July 1, 2013, the wages shall apply for the following classifications: <u>Custodian</u>
0-90 Days:	\$14.97	\$12.90
After 90 Days	\$15.47	\$13.40
Beginning 2 nd Year	\$17.47	\$15.40

For employees hired on or after July 1, 2013, the following wages shall apply for the following classifications: <u>General Maintenance</u>	2021-2022 Effective July 1, 2021 (restructure scale & \$.25/hr)	For employees hired on or after July 1, 2013, the wages shall apply for the following classifications: <u>Custodian</u>
0-90 Days:	\$15.22	\$13.15
After 90 Days	\$15.72	\$13.65
Beginning 2 nd Year	\$17.72	\$15.65

Longevity (off base pay):

Five (5) years	Fifteen cents (\$.15)
Ten (10) years	Twenty cents (\$.20)
Fifteen (15) years	Twenty-five cents (\$.25)
Twenty (20) years	Thirty cents (\$.30)
Twenty-five (25) years	Thirty-five cents (\$.35)

LETTER OF UNDERSTANDING

This will serve to record and confirm our understanding that the following employees, upon termination of employment, pursuant to Article XVII(1)(d)(1., 2., 3.) shall receive payment of sixty-five dollars (\$65.00) per day for all their accumulated sick leave days, provided they have accumulated over thirty (30) days, and have completed ten (10) years of service:

Troy Linton

