

Agreement

Between

***Alpena Public Schools
Alpena, Michigan***

And

***United Steelworkers
Local 207***

**July 1, 2019 June 30, 2022
(3 Year Contract)**

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AGREEMENT

THIS AGREEMENT is entered into this 26th day of **June, 2019**, by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the UNITED STEELWORKERS –on behalf of Local 207, AFL-CIO-CLC, hereinafter called the "Union".

The parties agree as follows:

I. RECOGNITION

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees; and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all building service employees including Lead Custodians, Custodians, Lead Cooks, Assistant Cooks, Cafeteria Helpers working three (3) or more hours per day and Utility Maintenance. This representation applies both to the classification and the type of work performed by these classifications. All other employees are not included.

B. The following employees shall not be subject to the terms of this Agreement:

1. Supervisory personnel.
2. Substitutes.
3. Cafeteria helpers working less than three (3) hours per day

C. In the future, if payroll deductions of union membership dues are allowed, the parties agree to reinstitute the language within this article from the 2016-2019 contract years.

II. REPRESENTATION

A. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members and Stewards for the following:

1. Custodian
2. Cafeteria Employees
3. Utility

B. Members of the Grievance and Negotiation Committee and Stewards shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiation of the contract. Board compensation is limited to three (3) members.

C. The Union will keep the School District informed concerning the current officers and representative of Local 207.

III. SENIORITY

A. School District Seniority

School District seniority is defined as the length of an employee's continuous employment from most recent date of employment by the School District.

B. Seniority Lists

The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date, department, departmental seniority date and classification. This list will be revised once each fiscal year and sufficient copies forwarded to the President of Local 207 and a copy to the International Representative. The first seniority list shall be attached to this Agreement and become a part thereof. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

C. Loss of Seniority

1. An employee shall lose seniority and be terminated if:
 - a. The employee quits or retires.
 - b. The employee is discharged and the discharge is not reversed.
 - c. The employee is absent three (3) working days without notice or approval.
 - d. The employee fails to report for work when recalled from layoff, as set forth in the Agreement.
 - e. The employee is laid off for a period of two (2) years. Employee shall keep the Human Resources Office informed of current address and phone number.
 - f. The employee fails to return to work upon expiration of a leave of absence.
 - g. Employee falsifies information on the application for employment.
 - h. The employee gives a false reason for a leave of absence or engages in other employment during such leave.
2. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within time limits in C. 1. e. above.
3. Any person whose seniority has been terminated and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established on the date of

re-employment.

4. An employee shall lose all seniority, accrued rights and benefits upon termination of employment as specified under Article III, C. of the Agreement unless otherwise specified in this Agreement.

D. Probationary Period

1. New employees hired in the unit shall be considered as probationary employees for the first forty-five (45) days worked or sixty (60) calendar days, whichever comes first. At least thirty (30) work days must occur when students are in session. Said probationary period shall be without seniority, leave days or other benefits. Any employee whose probationary period has been extended because of this provision shall have full access to leave days and other benefits during the extended period.

2. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee.

3. The School District shall be the sole judge of the acceptance of employees during the probationary period and no controversy concerning the continued employment of these employees shall be subject to appeal or grievance.

E. Department Seniority

1. The employee's departmental seniority shall accumulate continuously from the date of most recent employment in the department until terminated by provisions of this Agreement.

2. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- a. Custodial
- b. Utility
- c. Cafeteria

3. When more than one (1) employee is hired on the same day, departmental seniority will be determined by alphabetical sequence of last names.

4. When an employee transfers from one department to another, seniority in the previous department shall be frozen and a new seniority date will be established in the new department. If the

employee returns to the former department, seniority will continue to accrue from the previously frozen seniority date.

5. For purposes of vacations and sick leave days, an employee's seniority shall be computed as of the most recent date hired.

6. Employees within a building may exercise seniority to change their daily work station in the event a substitute is needed to cover an employee absence. Employees exercising this option shall arrange for their own substitutes and list their absence as the shift of the person replacing them when posting the absence on line (currently PCMI – Willsub). When the District is unable to secure a sub for the vacated shift, the District reserves the right to secure a sub at alternative times, including weekends, to cover the equivalent hours missed. Employees not following the directions established in this section will be retrained the first time and have this right suspended if there is a second violation. The supervisor may also re-assign employees to different work stations as a result of absences providing these absences occur in the same building on the same shift.

F. Vacancies

1. A job will be considered a permanent vacancy when the employee holding the job has terminated employment, is discharged, transferred or when it is a newly created job. Vacancies resulting from an extended absence and known to be thirty (30) days or longer shall be considered a temporary vacancy. **If no one bids to the initial temporary posting and the temporary vacancy extends beyond 90 calendar days from the initial posting date, the District may repost the temporary position if it determines it will not be a disruption to operations.**

2. When a permanent vacancy occurs or a new position is established, a notice shall be sent to all 207 members via school district electronic mail describing the position and advising that applications will be accepted. This notice will specify the final date and hour for receipt of applications. During summer months, when school is not in session, the district will mail postings to those members not scheduled to work and will use the ten (10) calendar day posting window. (Minimum notice of three (3) working days or ten (10) calendar days for those employees with an excused absence or until those pertinent employees on vacation are notified.)

Positions will be posted when the hours increase or reduce by one hour or more, unless

all positions within the classification are increased or reduced.

3. Vacancies filled by employees within the Department shall be based on the ability to perform the work with senior employees given first consideration.

4. When a vacancy, either temporary or permanent, cannot be filled by applicants from within the Department, the School District will interview and may hire applicants from other departments based upon their ability to perform the work with senior employees given first consideration. However, except for employees on lay-off, it is understood that the transfer of cafeteria employees, i.e. lead cook, assistant cook, and cafeteria helper, to other departments is at the sole discretion of the Board.

5. Employees filling a temporary vacancy shall receive the rate of pay for the job being performed, shall have the right to the bidding procedure and shall return to their most recent permanent work assignment upon termination of the temporary vacancy. If their former position no longer exists, the employee shall take the least senior permanent position within the department where the employee holds seniority.

6. An employee permanently transferred to a different classification shall have a trial period of not less than ten (10) working days nor more than thirty (30) working days and shall receive the rate of pay for the job being performed. If the employee is not retained in the position or decides not to accept the position, the employee shall be reinstated without loss of seniority in the former position or if it no longer exists, will take the least senior permanent position within the department. The employee shall not request transfer to the same or similar position for a period of two (2) months.

G. Layoff

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest department seniority provided they are properly qualified and physically able to perform the available work. The employees who are subject to transfer due to a reduction of the work force or a building closure shall be entitled to use their seniority right to bump as follows:

(a) Employees may bump the least senior employee in the same classification and shift with the same or less number of hours.

(b) If a position is not available as defined above, an employee may bump the least senior employee in an equal or lower rated classification on the same or different shift, with the same or less number of hours, assuming minimum qualification for a position are met.

(c) If a position is not available as defined above, an employee may bump the least senior employee in an equal classification on the same or different shift, with same or less numbers assuming minimum qualifications for a position are met.

(d) If no positions remain open an employee being laid-off from one department who had previously accumulated seniority in another department may bump the least senior employee in the former department provided that s/he is qualified, is physically able to perform the available work and the bumped employee has less district seniority.

(e) An employee who works part of their position as a lead and part as a custodian may bump the least senior employee with the lead classification on the same or different shift assuming minimum qualifications for the position are met.

2. Whenever any employee is to be laid off, the School District shall notify the employee and Chairperson of the Grievance Committee at least twenty-four (24) hours in advance of such layoff, providing the Board receives in writing an updated list of union officers each year.

H. Recall

1. Laid-off employees shall be recalled in accordance with departmental seniority; that is, the employee with the greatest seniority shall be recalled first; provided they have the ability and are physically able to perform the duties of the job that is open.

2. When recalling laid-off employees, the School District will notify them by telephone if possible. The telephone contact will be confirmed by letter. If the employee is unable to be reached by telephone, a certified letter will be mailed to the employee's last known address. If such employees do not notify the School District within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the School District may call the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

3. It is clearly understood that any individual laid off shall automatically suspend the employer's obligation to salary or fringe benefits under this Agreement.

4. Should an employee be offered a work assignment to fill a permanent vacancy for which they are qualified and refuse such appointment, said employee will lose the right to remain on the seniority recall list and shall be considered as having quit.

5. Notwithstanding any of the seniority rules contained herein, the Union President and Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of their department seniority list, provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

IV. GRIEVANCE

A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this Bargaining Unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. A grievance shall be processed in Step One within five (5) calendar days of its occurrence or knowledge of the occurrence.

C. Procedure:

1. Step One

Any employee with a complaint should discuss this complaint with his/her immediate supervisor, his/her Steward being present or absent, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the supervisor with the Steward shall take place to try to effect settlement. The Chairperson of the Grievance Committee may substitute for Departmental Stewards in case of absence or at a location where no specific Steward has been provided.

If Step One does not effect settlement within five (5) working days from the meeting between the Steward and the immediate supervisor, the grievance shall be reduced to writing by the Chairperson of the Grievance Committee and given to the immediate supervisor for a written response. The immediate supervisor shall have five (5) working days to respond in writing.

2. Step Two:

Within five (5) working days after receiving the written answer provided in Step One, the Grievance Committee may continue to process the grievance by submitting the grievance to the Director of Human Resources. Upon receipt of the grievance, the Director of Human Resources or designated representative must within ten (10) working days meet with the Grievance Committee and International Representative and try to resolve the matter. Within ten (10) working days after conclusion of this meeting, the Director of Human Resources or designated representative shall respond in writing to the Union with the

District's position on the grievance.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the other party within ten (10) working days from receipt of the written answer to Step Two. Failure to do so within the time allotted above will result in the complaint being abandoned.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the American Arbitration Association and the other party of its intention within thirty (30) working days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

a. The Arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but shall have not jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Employer, Union and Employees involved.

b. The arbitrator's fee and expenses shall be borne equally by both parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or participant.

D. Grievance Conditions:

1. An earnest effort shall be made by both sides to settle any grievance at Step One, and if necessary, at each subsequent step.

2. In all steps of the grievance procedure, either the employer or the Union shall have the right to specify that the aggrieved employee, his/her immediate supervisor or both, be called in to discuss details of the grievance in the presence of the proper representatives of both the Employer and the Union.

3. Upon mutual agreement of both the Employer and Union, a grievance may be expedited

and moved to a higher level for hearing.

4. No monetary claim of an employee covered under this Agreement against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

5. Whenever a Committee Member or a Steward finds it necessary to leave his/her regular work for the purpose of executing any phase of the grievance, he/she shall notify his/her immediate supervisor but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor shall act to secure a replacement as quickly as possible from the qualified substitute list.

6. Permission shall be granted to the International Representative of the Union, and the Union President or Committee Member to enter the schools for the purpose of representation upon notification to the Building Administrative Office.

7. Time limits may be extended by mutual consent of both parties.

8. Financial compliance of grievance settlements shall be within thirty (30) calendar days with a copy of the compliance to the President of the Local Union.

V. ABSENCES AND LEAVES

Union and management recognize a problem with employee absence and agree that misuse, misrepresentation or misapplication of contractual leave provisions is a serious offense.

Improper use of the provisions within Article V. shall be subject to discipline, up to and including discharge. Where appropriate, the customary progressive penalty formula shall be:

- First Offense - written reprimand
- Second Offense - one (1) day suspension without pay
- Third Offense - five (5) days suspension without pay
- Fourth Offense - thirty (30) days suspension without pay
- Fifth Offense - discharge

Falsification of employer records related to leave requests is subject to automatic discharge.

A. Family Emergency Illness Absence:

Employees required to be absent because of any emergency illness of a serious or critical nature (as defined by the Family Medical Leave Act) of a member of the immediate family may draw the regular salary not to exceed five (5) days at any one time and shall be deducted from sick leave allowance. The term immediate family shall be defined as the spouse, children, step-children, parents or step-parents, and siblings of the employee and/or spouse; and any of the following living with the employee at the time of illness: step-siblings, grandparents, grandchildren, sons- or daughters-in-law of the employee and/or spouse, and any individual living with the employee on a non-commercial basis. Family And Medical Leave Act benefits may be available for qualifying employees.

B. Bereavement Absence:

Employees absent from duty to attend the funeral or a memorial service in lieu of the funeral of a member of the immediate family or a relative with whom they may at the time be living, may draw regular wages not to exceed three (3) days for each funeral and are independent of sick leave and are not cumulative. Bereavement may be granted more than once per year. The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the **Human Resources Office**. The employee shall notify his/her immediate supervisor before being absent from work.

The term immediate family shall be defined to include employee's father, mother, father-in-law, mother-in-law, step-parents, brother or half-brother, stepson or stepdaughter, sister or half-sister, spouse, son or son-in-law, daughter or daughter-in-law, grandparents, grandchildren, brother-in-law and sister-in-law of the employee.

C. Personal Sick Leave:

Twelve month employees hired after July 1, 2011 will be eligible for ten (10) sick leave days per year and less than twelve month employees will receive 8 sick leave days annually. For those hired prior to July 1, 2011 the amount of sick leave will stay the same: twelve- (12) month employees will be eligible for fifteen (15) sick leave days per year and ten- (10) month employees will be eligible for twelve (12) sick leave days per year to be used for personal illness, prorated from date of employment to the following June 30. Commencing with the next fiscal year, additional sick leave days will be granted at the rate of fifteen (15) days per year for twelve- (12) month employees and twelve (12) days per year for ten- (10) month employees. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave days will be prorated for employees working less than their scheduled work year. Sick leave days will be charged in half or whole day increments. Sick leave for employees working less than eighty (80) hours per pay period shall be at the average of all regularly scheduled hours worked during the last pay period worked. Proof of illness and/or ability to return to work, signed by a physician, may be required. Employees on layoff are not entitled to sick leave.

1. Upon eligibility for state retirement, employees may receive pay for six (6) percent of their unused sick leave if they have served the Alpena Public School District for ten (10) years. They may receive twelve (12) percent of their unused sick leave after fifteen (15) years of service to the District and fifteen (15) percent of unused sick leave after twenty (20) years of service to the District.

2. Absence due to illness in excess of accumulated paid time off (sick leave, vacation, personal leave) will automatically place employees on unpaid general leave. Family And Medical Leave Act benefits may be available for qualifying employees.

3. An employee absent because of injury or illness compensable under the Michigan Worker's Compensation Law may, upon request of the employee, use their accumulated sick leave to make up the difference between the employee's regular earnings and the worker's compensation payments.

The School District may require, at any time, a satisfactory physical examination by the physician designated by the School District before continuing to work. In case of disagreement between family physician and school district physician, a third physician selected by the parties shall examine the employee and this decision shall be in effect.

4. A record of cumulative sick leave shall be compiled and reported with the first check for the new contractual year.

D. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay (unless qualifying under Article V, C.) for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later thirty days prior to the effective date of the leave and shall indicate the length of the requested leave. The approved leave shall become effective on the date requested.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) calendar days prior to the intended return. Upon her return she shall present to the Human Resources Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return, all benefits possessed at the time of the leave will be restored (seniority, including the time on leave; accumulated sick leave; etc.).

Pregnancy alone shall not be considered as sick leave within the interpretation of sick leave policy. However, temporary disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave under board policies and provisions of the FMLA.

E. Military Service:

The School District agrees to comply with the regulations for re-employment rights under the Uniformed Services Employment and Re-Employment Rights Act as amended and extended.

F. Union/Political Leave:

In the event an employee or employees are selected by this International Union to perform

union business or attend union meetings or institutes which necessitates a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority for a maximum of four (4) years, provided that the request for such leave is submitted as soon as reasonably practicable.

Employees who are elected to a political office in the municipal, county, state or federal government, or appointed to public office will be granted a leave of absence for a maximum of four (4) years or one term of office whichever is greater. Such leave will be without pay, fringe benefits and without loss of seniority, but will not accumulate additional seniority.

G. General Leave:

A general leave of absence without pay not to exceed one (1) year, upon written request to the Human Resources Department, may be granted to seniority employees. Requests must be filed a minimum of two (2) weeks in advance of the date requested. A general leave of absence that exceeds one (1) month will be without fringe benefits but will accumulate seniority.

Absence due to personal illness in excess of accumulated paid time off (sick, vacation, personal leave) will automatically place an employee on unpaid sick leave for a maximum of six (6) months. The Board will pay its share of the health insurance and life insurance for any employee who has completed a minimum seniority of one (1) year. The employee will accumulate seniority. Any employee hired after July 1, 2008 must complete five (5) years of service to be eligible for this provision.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) calendar days prior to the intended return if possible.

H. Personal/Business Leave:

Up to two (2) days paid leave is provided for activities that are of such a nature that they cannot be done on a non-work day. Such leave is not to be interpreted as being for vacation, recreation, money-making activities or other employment and must be taken in no less than half (1/2) day increments. Twenty-four- (24) hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Director of Human Resources or Director of Business and Operations.) Reason for the leave must be stated. In case of suspected misuse, the employee may be asked to verify proper use of this leave.

I. Snow Day:

All employees must report to work on snow days regardless of shift. Permission to report on a different shift must come from your supervisor.

If a severe storm(s) should occur and employees are instructed not to report, they shall not be considered absent. The employee will work on the rescheduled days of student instruction and will be paid at their regular hourly rate of pay. Cafeteria employees will report to their work stations on the first two (2) snow days or on two (2) alternative days as determined by the district. Additional days may be allowed at the discretion of the district. Thereafter, they will not report and will not be paid when schools are closed, the employees not scheduled to work will not be paid for such days.

Employees with previously approved sick leave (at least 48 hours in advance) may use sick leave (proof of appointment **must be faxed or emailed to Human Resources**).

One additional sick leave day may be used (day of/same day) with proof of appointment. Routine dental/vision appointments, or routine medical care (e.g. annual physicals, etc.) are not allowed under this option. Proof of appointment shall be provided by the next business day or the day will be unpaid.

Should employees receive unemployment benefits related to Act of God Days, these benefits will be repaid the District through payroll deduction.

VI. HOLIDAYS

A. The following days shall be recognized as paid holidays:

1. 12-Month Employee (Custodial/Utility)

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Day before Christmas
Easter Monday	Opening Day of MI Deer Season	Christmas Day
Memorial Day	Thanksgiving Day	Day before New Year's Day

2. 10-Month Employee (Cafeteria)

New Year's Day	Labor Day	Day before Christmas Day
Good Friday	Opening Day of MI Deer Season	Christmas Day
Easter Monday	Thanksgiving Day	Day before New Year's Day
Memorial Day	Day after Thanksgiving	

When Opening Day of Deer Season falls on a Saturday or Sunday, or on a day when school is in session, employees will be credited with one (1) additional vacation day.

Whenever any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. All holiday hours shall be counted as hours worked. Whenever any of the listed holidays falls on a school session day, the District and Union will determine an alternate day as the observed holiday.

B. 1. All regular personnel who have served their probationary period will receive holiday pay based on the employee's hourly rate and regularly scheduled workday. To be eligible, the employee shall have worked the last scheduled workday prior to and the next scheduled workday following the holiday unless the employee is on an approved absence.

2. Employees ordered to report for work on a holiday, but who fail to report for and perform work, shall not be entitled to any holiday pay.

3. Employees who work on a holiday shall be paid at two one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of his/her eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph, a holiday is defined as a twenty-four- (24) hour period beginning at 6 a.m. on the holiday.

C. An employee who works as ordered on a holiday shall receive a minimum of one-half (1/2) the normal day's work hours at double (2) time.

VII. VACATIONS

A. Custodial Employees

1. Employees who have been paid for nine hundred (900) hours or more in the twelve- (12) month period preceding July 1 of each year shall receive annual vacation with pay according to the schedule in Paragraph 5.

2. Employees who have been paid for five hundred forty (540) hours, but less than nine hundred (900) hours, in the twelve- (12) month period preceding July 1 of each year shall receive annual vacation with pay at one-half (1/2) the amount shown on the schedule in Paragraph 5.

3. Employees who have been paid for less than five hundred forty (540) hours in the twelve- (12) month period preceding July 1 of each year shall not receive any vacation or vacation pay.

4. Vacation allotment for new full-year employees shall be prorated from the date of hire to July 1. The prorated vacation shall count as one (1) year for future vacation purposes.

5. At the completion of two (2) years of employment, vacation with pay shall be increased annually for each additional year of service through the twentieth (20th) year in accordance with the following schedule:

1 - 2 years	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
8 years	16 days
9 years	17 days
10 years	18 days
11 years	19 days
12 years	20 days
15 years	21 days
20 years	22 days

No more than half (1/2) of an employee's vacation allotment may be used on days when students are in attendance. Such restriction shall not apply to positions that are normally not filled by substitute employees.

6. All time lost for paid sick leave, funeral and emergency absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Unused vacation time is not reimbursable nor cumulative from year to year. Vacation pay will be received on the regular payday.

B. Cafeteria Employees

1. Employees whose regular assignment is five (5) hours a day or greater and have been paid for a minimum of 900 hours will receive an annual vacation pay according to the schedule in Paragraph 5.

2. Employees whose regular assignment is equal to or greater than three (3) hours a day but less than five (5) hours a day and have been paid for a minimum of 540 hours will receive an annual vacation with pay at one-half (1/2) the days shown in Paragraph 5.

3. Employees whose regular assignment is less than three (3) hours a day shall not receive any vacation or vacation pay.

4. Employees whose employment commences on January 1 or later will not be entitled to vacation until the following year.

5. At the completion of two (2) years of employment, vacation shall be increased with pay annually for each additional year of service through the twentieth (20th) year in accordance with the following schedule for cafeteria employees:

1 - 2 years	9 days
3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
15 years	20 days
20 years	21 days

No more than five (5) vacation days may be used on days when students are in attendance.

6. All time lost for paid sick leave, funeral and emergency absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Cafeteria employees will be paid their vacation pay in the last check in the fiscal year (providing there is at least seven (7) days to prepare the checks).

C. 1. Vacations due shall be computed on the basis of the hours worked in the twelve- (12) month period preceding July 1 of each year and posted.

2. Unused vacation time is not reimbursable nor cumulative from year to year.

3. Requests for vacation periods must be approved by the immediate supervisors.

Ten-month employees and employees who do not work nine hundred (900) hours per year shall be paid their vacation pay in the last check in the fiscal year [providing there is at least seven (7) days to prepare the checks]. Employees working either continuously or nine hundred (900) hours or more shall receive their vacation pay on their regular payday, except when otherwise requested.

4. When school is in session, no more than three (3) employees in any department [two (2) employees in the maintenance department] may take vacation at the same time. When school is not in session, no more than five (5) maintenance employees may be on vacation at any one time.

a. Vacation periods will be arranged by the employees in the vacation groups, subject to the rules contained herein and approved by the supervisor. Preference for vacation will be granted on the basis of unit seniority.

b. Preference by unit seniority may be exercised for only one (1) segment of a split vacation, but must consist of a minimum of one full week or full weeks at a time.

c. An approved vacation schedule will be posted by April 1 of each year and will be updated on a bi-weekly basis. No preference by seniority will be given an employee who fails to return her/his authorization by April 1. Vacation time thereafter will be granted on a first come-first serve basis.

This process will be completed by June 15 and posted by July 1.

d. Request for less than three (3) days must be in writing and received by the Human Resources Office at least forty-eight (48) hours prior to the requested day or days. Request of less than three (3) days will be honored within the limitations stated herein unless an emergency situation exists which

makes it impossible to have the employee off the job that given day or days.

D. Pay for vacation days earned shall be computed as shown below:

1. For those employees that work a regular shift throughout the year: $\text{Vacations Days Earned} \times \text{Hours Scheduled} \times \text{Hourly Rate}$.

2. For those employees whose schedule is changed by changing jobs or working a varying number of hours per day (not including overtime hours): $\text{Vacation Days Earned} \times \text{Average Hours Worked Per Day} \times \text{Hourly Rate}$.

VIII. HOURS

A. The normal work week shall begin with the first shift Monday a.m. and end with the last shift Friday p.m. The normal work week shall be forty (40) hours but shall not be construed as a guaranteed work week.

B. The work days shall normally consist of eight (8) hours worked **between 12:00 a.m. and 11:59 p.m.** Day shift employees shall have one (1) hour unpaid lunch period as scheduled by their immediate supervisor. The one (1) hour lunch period may be scheduled as one-half (1/2) hour at the request of the employee and at the discretion of the supervisor and Director of Business and Operations or Director of Human Resources. Employees working the second and third shifts shall have a one-half (1/2) hour paid lunch period included in their eight (8) hour shift. Employees beginning work at 3:00 p.m. or later and working a three (3), four (4), five (5) or six (6) hour shift will be allowed a lunch period or coffee break for twenty (20) minutes only approximately mid-shift.

C. Lead custodians, custodians and cafeteria personnel shall work the assigned hours directed by their immediate supervisor. Work schedules shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime during the period covered by the schedule.

D. For the purposes of computing overtime, eight (8) hours work shall constitute a day's work. All time worked over eight (8) hours **in a work day as defined in VIII. B.** shall be paid at the rate of time and one-half (1-1/2). All time worked over forty- (40) hours in any workweek shall be paid at time and one-half (1-1/2). All work performed on Saturday shall be paid at one and one-half (1-1/2) times their regular rate and all work performed on Sunday shall be paid for at two (2) times their regular rate.

E. Upon direction from a supervisor, the lead custodian shall be responsible for checking the heating system or building. This function shall not be counted as days or hours worked. Pay shall be one (1)-hour forty- (40) minutes at one and one-half (1-1/2) time on Saturdays, one (1) hour and fifteen (15) minutes at double time on Sundays and one (1) hour at two and one-half (2-1/2) time for holidays.

F. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This does not apply to employees trading shifts for their own convenience. Notice of closing of a school or schools

under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

G. The administration shall make every effort to schedule employees on a monthly schedule for the maximum hours possible up to a normal eight (8) hour workday.

H. Split shifts shall not be scheduled without the permission of the parties hereto.

I. A minimum of four (4) hours pay shall be granted to employees called for work outside their normal work schedule and shall include all premium pay.

J. Departmental Overtime

All overtime at any school will be assigned to departmental employees within that building on a rotating basis starting with the most senior person in the department low in overtime. Overtime assignments will begin anew on August 1st each year.

If overtime is turned down by all the departmental employees in a particular building, the overtime will be offered **starting with the most senior person in the department low in overtime** in other buildings.

The normal work week is Monday through Friday. Employees wishing to work overtime on the weekend must inform the person who schedules overtime. If an employee is on vacation or other paid leave, he/she will not be charged for refusing overtime unless the employee agreed to work then changed his/her mind. That time will be re-assigned to the next person in the rotation. An employee refusing the overtime will be passed in the rotation as if s/he had worked the overtime.

All overtime will be kept as equal as possible within a building. Anyone working overtime must be knowledgeable about the work to be performed.

Any employee wishing not to work overtime must sign a waiver. Under special circumstances, such as graduation, employees who signed waivers may work overtime if they wish to do so.

A district-wide list will be kept based on seniority of all employees who want to work overtime in other buildings. Overtime is normally scheduled at the beginning of the work week unless details of programs are not available, such as time in or out, set ups or duties that are to be performed. If an employee is not available when overtime is being scheduled due to illness, family emergency, etc. and said employee returns before the end of the week, overtime will not be adjusted to accommodate said employee. Said employee will not be charged for refusing overtime, and will remain low for the next overtime.

If an employee is off on personal leave or vacation on a Friday, he/she will not be charged for overtime for that weekend.

When an employee comes off a waiver from being called for overtime, he/she must come in at high overtime.

If mandatory overtime is required, the least senior qualified departmental employee must work.

If an employee transfers to the high school, he/she must keep his/her overtime if it is high. If his/her overtime is low, he/she will be considered on the low average at the high school.

A person from the union will assign overtime in each building, working with the supervisor.

Overtime may not be grieved for monetary compensation but will be assigned overtime as the low person until such time as the problem is rectified.

K. Labor Pool:

1. Employees working less than 8 hours in a day and/or 40 in a week may be eligible to participate in the Labor Pool when approved by Human Resources. Employees approved to work Labor Pool hours, which may include sub-custodial work, will be paid the Labor Pool rate as established by the District. Labor Pool hours are not subject to the wage rates otherwise contained within this agreement. In addition, they are not subject to overtime after 8 hours in a day, but are subject to FLSA rules for overtime after 40 hours in a week. Labor Pool hours are not subject to the grievance process.

IX. CLASSIFICATION AND WAGES

A. Lead Custodian – An employee responsible for the care and cleaning of one or more buildings and grounds under the direction of the Building Principal and the Director of Buildings and Grounds. This person may “lead” or direct the work of other employees, but he/she cannot discipline other employees.

B. Custodian – An employee aiding a Lead or Head Custodian in the care and cleaning of a building and grounds. He/she works as directed by the Lead Custodian or Head Custodian.

C. Lead Cook – An employee who directs the work in a school kitchen and cafeteria as necessary to properly provide school lunches under the direct supervision of the Building Principal and the Director of Food Services.

D. Assistant Cook – An employee who assists the Lead Cook or Cook-Manager as directed. These employees are usually specialists such as Salad Cooks, Bakers, or as required.

E. Cafeteria Helper – An employee who helps the Lead Cook as directed by the Lead Cook. The general title may cover several specific jobs with different wages.

F. Utility “A” - An employee who can complete most types of repairs on school equipment without additional advice and must be qualified in one or more areas covered by local building codes.

G. Utility “B” – An employee with ability in a skill but needs direction for school problems. This employee may have warehouse, groundskeeping, and related duties and will be available to assist Utility “A”.

H. The persons employed in the job classifications set forth on the wage schedule shall be paid the wages set forth therein during the term of this Agreement. (*See Appendix A – Local 207 Cafeteria and Custodial Wage Schedule*). Paychecks shall be issued to employees who have earned wages every second Friday throughout the calendar year for a maximum of twenty-seven (27) paydays.

I. Shift premiums shall be established as follows and shall be applicable for those persons who work four (4) hours or more.

<u>Period Number</u>	<u>Period Covered</u>	<u>Shift Premium</u>
1	Shifts starting between 6:30a.m. and 2:30 p.m.	None
2	Shifts starting between 2:30 p.m. and 10:30p.m.	10 cents
3	Shifts starting between 10:30 p.m. and 6 a.m.	20 cents

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he/she shall receive shift premium for the total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In the case hours of work fall equally into two periods the high premium shall be paid for all hours worked.)

J. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Human Resources within thirty (30) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within thirty (30) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If, at any time, the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties of existing job have changed substantially, the Union may take this up pursuant to the grievance procedure.

X. INSURANCE BENEFITS

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Employees working less than a normal work week or normal work day will have insurance benefits prorated where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

Employees will, through payroll deductions, pay the difference between the Board contribution and the cost of the insurance.

A. Hospital-Medical:

Full time employees will be provided with health insurance and prescription coverage with the Board providing the following:

- **At the discretion of the District, either:**
 - 80% premium contribution, with the employee paying the remaining costs associated with the coverages; OR
 - The per category of coverage hard cap amounts contained within Public Act 152 of 2011, as amended.

Employees qualifying for insurance who are less than full time will be provided with the same health and prescription coverage on a pro-rated basis. The Medical Benefit Plan Coverage shall comply with the Patient Protection and Affordable Care Act, Public Act 152 of 2011 (as amended), and the IRS Code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should plans fail to comply with the PPACA, PA 152, or the IRS Code, the Plan shall be altered to ensure compliance. During the life of this contract the board will offer a cafeteria plan of insurance to all employees.

Hospital-Medical insurance shall be limited to one (1) plan per household where more than one (1) family

member is employed by the Alpena Public Schools.

Insurance coverage made available under this provision shall be provided according to the following at-work requirements:

1. Employees hired prior to July 1, 2006 and regularly scheduled for 25 or more hours per week shall receive an 80% premium contribution by the Board for hospital-medical insurance coverage.
2. Employees hired prior to July 1, 2006 and regularly scheduled for more than 15 but less than 25 hours per week shall receive a 40% premium contribution by the Board for hospital-medical insurance coverage.
3. Employees hired on or after July 1, 2006 and regularly scheduled for 30 or more hours per week shall receive an 80% premium contribution by the board for hospital-medical insurance coverage.
4. Employees hired on or after July 1, 2006 and regularly scheduled for more than 20 but less than 30 hours per week shall receive a 40% premium contribution by the board for hospital-medical insurance coverage.

The insurance carrier shall be selected by the Board.

The Board will provide hospital-medical care and prescription drug coverage that includes a choice of one of the following plans for eligible employees:

- Simply Blue Health Savings Account (HSA) or equivalent. Additional agreed upon details are as outlined in Appendix D.

Plan Summary of Benefits and Coverages are available through the employee portal and online.

Employer Contribution: For the 2019-2020, 2020-2021, and 2021-2022 contract years, the District agrees to provide the following contributions for the participating employee. Pre-tax deposits will be made to the individual employee's HSA account.

- **Single - \$200**
- **Two Person - \$400**
- **Full Family - \$400**

Lump Sum Payments of 50%*

Balance of 50%*

Last pay period in January

Last pay period in June

Amounts are contingent on employment for the full school year and will be prorated based on H.S.A. enrollment date. For example, a participating/eligible employee who retires/resigns from

employment mid-contract year will be eligible for a 50% proration of the total. Likewise, a new participating/eligible employee hired mid-contract year would be eligible for only 50% of the maximum employer contribution.

B. Life Insurance:

The School District shall provide Term Life and Accidental Death and Dismemberment Insurance protection as follows:

Twenty Thousand Dollars (\$20,000)

The insurance carrier shall be selected by the School District. Employees regularly scheduled less than twenty (20) hours per week are not eligible for term life insurance. (Employees hired prior to July 1, 1986, are not affected by this provision.)

C. Dental Insurance:

The Board will provide an 80% contribution to dental care coverage **as noted in Appendix B or equivalent**. The Board has the right to select carrier and/or self-insure. Dental coverage is limited to one plan per household according to the requirements **as described in this article**.

- **Plan Summary of Benefits and Coverages are available through the employee portal and online.**

D. Vision Care:

The Board will provide an 80% contribution to vision care coverage **as noted in Appendix C or equivalent**. The Board has the right to select the carrier and/or self-insure. Vision coverage is limited to one plan per household according to the requirements described in this article.

- **Plan Summary of Benefits and Coverages are available through the employee portal and online.**

XI. OTHER CONDITIONS OF EMPLOYMENT

A. The School District will provide for a clearly designated area of bulletin board on existing bulletin boards in each school. The use of this space is restricted to noncontroversial matters such as notices of meetings or announcements concerning Union activities. There shall be one bulletin board area for each building.

B. The Union may have the right to conduct Union elections at schools providing prior arrangements

are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity".

C. Student Workers: Names of students assigned to employees will be posted with the names of the employees and supervisors. The employee is responsible to assign, assist and direct the student's work experience. The total number of students assigned to unit members shall not exceed the number of employees in the Bargaining Unit. No more than three (3) students may be assigned to a unit employee at any given time. The employer reserves the right to re-assign students when the intent of these provisions is violated. Violations are subject to the grievance procedure. Settlement, if any, will be to the unit member losing hours of employment.

D. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

E. Supervisors who are directly supervising the work of members of this Bargaining Unit shall not perform work which would directly result in a member of the Bargaining Unit not being able to perform his/her scheduled duties and thereby losing income.

In the event of a reduction of hours in a given department within a building, and the supervisor in that building performs the duties normally completed during those hours, the hours shall be reinstated.

F. Employees will be evaluated a minimum of every three (3) years or more often at the discretion of the supervisor. The on-site supervisor (usually the building principal) will be asked to provide input for the final evaluation. Warnings of unsatisfactory work shall be in writing, with a copy to the employee, Union President and Chairperson of the Grievance Committee. Unsatisfactory evaluations will result in a plan of improvement on a time line designed with the employee, their representative and supervisor. A second unsatisfactory evaluation may be cause for dismissal.

G. Lead Custodian – In addition to the present lead custodians located in other schools, a lead

custodian shall be assigned as follows:

Alpena High School	1
Thunder Bay Junior High	1

Nothing herein shall prevent more lead custodians from being assigned.

H. The Union will be notified of the following: Summer Paint Crew members, EEA, EOA, and Co-Op participants.

I. A safety committee may be established comprised of a custodian, cafeteria person, building principal, **Supervisor of Facilities**, and Director of Food Service. Regular meetings may be held and minutes furnished to the Union.

J. Whenever an employee is authorized to use his/her own car to go from one complex to another location to perform his/her duties, he/she will be reimbursed at the current IRS rate one way only.

K. When the schedule of workdays is in conflict with the school calendar, the Board reserves the right to change the workdays.

L. Any employee appointed to a supervisory position or any other position not subject to this Agreement, and who is demoted from such employment within six (6) months shall be reinstated to the Bargaining Unit with their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual agreement between the parties hereto. After six (6) months, their return to the Bargaining Unit shall be subject to Union agreement.

M. Substitutes may be used to fill in for regular employees absent (not due to layoff) but who are expected to return to work or when an unfilled temporary vacancy exists.

Substitute employees are not part of the Bargaining Unit and are not covered by the provisions of the Agreement.

N. Where either gender is used in language of this contract, it refers to both male and female.

O. School Related Voluntary Functions:

Activities that have as their primary function raising revenue for support of student programs or activities may or may not use union personnel even if such events entail custodial and/or cafeteria services.

When considering this option, personnel should consider the size of the group/event and other regulations (e.g. Health Department requirements, etc.) when determining whether to use or not use custodial and/or cafeteria services.

Activities resulting in potential personal profits for individuals or organizations (non-related to paragraph one) that require custodial/cafeteria services will require the use of union personnel.

P. Schooling

Job related college credit courses, approved in advance by administration, will be reimbursed at Twenty Dollars (\$20.00) per contact hour upon successful completion.

Q. It is recognized that, from time to time, representatives of the International and Local Union may find it necessary to conduct business during normal working hours of the District. In those instances, advance notice of such meetings shall be given to the Human Resources Department, along with a list of requested attendees. This notice shall be provided as far in advance as is reasonably practicable.

R. Direct Deposits will be required for all payroll and reimbursement checks to all employees beginning July 1, 2011. The earned amount will always be deposited on the regularly scheduled payday. "Paycheck stubs" will be sent to employees until the employee portal is operational.

S. A single admission sports pass will be provided to each individual member. Passes are not transferable and are to be used by the individual member only. It is understood that the passes are for our home events only and do not include admission to MHSAA tournament events or other non-APS sponsored athletic contests. It is also understood that other site fees (e.g. NLA \$1 surcharge) are not covered by the pass. (In the first year of this agreement, this provision will take effect 30 days from ratification or as soon as practicable.)

XII. DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension:

The Board agrees upon the discharge or suspension of any employee to promptly notify the Chairperson of the Grievance Committee of the discharge or disciplinary action. It is mutually agreed that these actions will be handled in a discreet manner.

B. Discussion of Discharge or Suspension:

The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Chairperson of the Grievance Committee **or the Chief Steward**. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Chairperson. The Board **or its designated representative**, likewise, will discuss the written reprimands with the employee and the Chairperson upon request. A copy of written reprimands will be forwarded to the Union.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee or the Chairperson consider the discharge or suspension to be improper, the grievance shall be presented in writing through the Chairperson to the Board within five (5) regularly scheduled working days after the suspension and/or discharge action. The matter shall be referred to Step Two of the Grievance Procedure.

D. Employee File Content:

Should a discharge or suspension be reversed through the grievance procedure, the employee's file will be purged of information concerning the alleged incident.

E. This article is not applicable to an employee during the probationary period.

XIII. SPECIAL CONFERENCES

A. There may be established under this Article a closed forum hereinafter called "special conference" for the purpose of improving Employer/Employee relations. It is understood by the parties, that the special conferences are not to be construed or utilized as a grievance session nor is it to be considered as negotiations.

B. Special conferences utilized as a constructive basis for important matters will be arranged by the Union President and the Employer by mutual consent of the parties. The Union may appoint not less than two (2) nor more than six (6) members and the Employer may have a like number.

C. Arrangements for the conferences shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. Matters taken up at special conferences shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

XIV. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States. The right to select and hire, to promote to a better position, to maintain discipline and efficiency of employees, and the right to discharge, transfer, or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

XV. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government, as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction, or shall become inoperative because of any Federal or State law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics, handicap, or marital status.

XVI. DURATION, TERMINATION AND RENEWAL

The terms of this Agreement shall become effective as of July 1, **2019**, except as otherwise noted, and continue until June 30, **2022**. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewals.

Appendix A: USWA Local 207 Cafeteria and Custodial Wage Schedule

July 1, 2019 - June 30, 2020								
	Utility	Utility	Lead		AHS Lead	Lead	Assistant	Cafeteria
	<u>A</u>	<u>B</u>	<u>Custodian</u>	<u>Custodian</u>	<u>Cook</u>	<u>Cook</u>	<u>Cook</u>	<u>Helper</u>
Probationary	\$15.68	\$15.12	\$14.90	\$14.46	\$13.05	\$12.95	\$12.58	\$12.22
Base	\$16.55	\$15.96	\$15.74	\$15.27	\$13.85	\$13.75	\$13.35	\$12.97
10 years	\$16.97	\$16.35	\$16.17	\$15.70	\$14.25	\$14.15	\$13.78	\$13.35
15 years	\$17.09	\$16.47	\$16.29	\$15.81	\$14.39	\$14.29	\$13.93	\$13.52
20 Years	\$17.22	\$16.63	\$16.38	\$15.94	\$14.52	\$14.41	\$14.03	\$13.68

2019-2020 = \$0.07 on all steps in the first full pay period of SM2 if the District receives a \$100/student increase in the base foundation allowance.

2020-2021 = + 1% at top step +\$0.01, then equivalent flat amount across other steps in same classification. In addition, the parties agree to a wage reopener for SM2 if the base foundation allowance increases \$200/pupil over the prior year.

2021-2022 = + 1% at top step +\$0.01, then equivalent flat amount across other steps in same classification. In addition, the parties agree to a wage reopener for SM2 if the base foundation allowance increases \$175/pupil over the prior year.

Schedule B - Self Funded Dental Benefit Coverage Schedule



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

NOTE: Plan Summaries are unofficial. Please check the plan documents available online (www.alpenaschools.com) for the most up-to-date/accurate information.

ALPENA PUBLIC SCHOOLS 007015704-0017/0018/0019/0020/0021 Dental Coverage Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Network access information

With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.¹

Blue Dental PPO network- Blue Dental members have unmatched access to PPO dentists through the Blue Dental PPO network, which offers more than 438,000 dentist locations² nationwide. PPO dentists agree to accept our approved amount as full payment for covered services - members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit mibluedentist.com or call **1-888-826-8152**.

¹Blue Dental uses the Dental Network of America (DNoA) Preferred Network for its dental plans.

²A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices would be two dentist locations.

Blue Par SelectSM arrangement- Most non-PPO dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services - members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit mibluedentist.com.

Note: Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

Note: Member cost-sharing requirements and benefit limitations are administered on a benefit year basis. Your benefit year begins on July 1 and ends the following year on June 30

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	20%
• Class I services	
• Class II services	20%
• Class III services	40%
• Class IV services	50%
Dollar maximums	\$1,000 per member
• Benefit year maximum for Class I, II and III services	
• Lifetime maximum for Class IV services	\$1,000 per member

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Class I services

Benefits	Coverage
Oral exams	80% of approved amount Note: Twice per benefit year
A set (up to 4 films) of bitewing x-rays	80% of approved amount Note: Twice per benefit year
Panoramic or full-mouth x-rays	80% of approved amount Note: Once every 60 months
Dental prophylaxis (teeth cleaning)	80% of approved amount Note: Twice per benefit year
Pit and fissure sealants - for members age 19 and younger	80% of approved amount Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Palliative (emergency) treatment	80% of approved amount
Fluoride treatments	80% of approved amount Note: Twice per benefit year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	80% of approved amount Note: Once per quadrant per lifetime

Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	80% of approved amount Note: Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	80% of approved amount Note: Replacement fillings covered after 12 months or more after initial filling
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount Note: Three times per tooth per calendar year after six months from original restoration
Oral surgery	80% of approved amount
Root canal treatment	80% of approved amount Note: Once every 12 months
Scaling and root planing	80% of approved amount Note: Once every 24 months per quadrant
Limited occlusal adjustments	80% of approved amount Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	80% of approved amount Note: Once every 12 months
General anesthesia or IV sedation	80% of approved amount Note: When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	80% of approved amount Note: Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	80% of approved amount Note: Once per arch in any 36 consecutive months
Tissue conditioning	80% of approved amount Note: Once per arch in any 36 consecutive months

Class III services

Benefits	Coverage
Removable dentures (complete and partial)	60% of approved amount Note: Once every 60 months

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Benefits	Coverage
Bridges (fixed partial dentures) - for members age 16 and older	60% of approved amount Note: Once every 60 months
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	60% of approved amount Note: Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31
Onlays, inlays, crowns and veneer restorations - permanent teeth - for members age 12 and older	60% of approved amount Note: Once every 60 months per tooth

Class IV services

Benefits	Coverage
Minor treatment for tooth guidance appliances	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

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Schedule C - Self Funded Vision Schedule of Benefits



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

NOTE: Plan Summaries are unofficial. Please check the plan documents available online (www.alpenaschools.com) for the most up-to-date/accurate information.

ALPENA PUBLIC SCHOOLS

007015704-0022/0023/0024/0025/0026/0027

Vision Coverage

Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Essential Vision benefits are provided by Heritage Vision Plans. Heritage Vision Plans is an independent company providing vision benefit services for Blues members. To find a Heritage Vision Plans network provider, call **1-800-252-2053** or visit Heritage Vision Plans online at heritagevisionplans.com.

Note: Members may choose between prescription glasses (lenses and frame) **or** contact lenses, but not both.

Member's responsibility (copays)		
Benefits	Network doctor	Non-network provider
Eye exam	None	None
Prescription glasses (lenses and/or frames)	No Charge	Member responsible for difference between approved amount and provider's charge
Medically necessary contact lenses	No Charge	Member responsible for difference between approved amount and provider's charge
Note: No copay is required for prescribed contact lenses that are not medically necessary.		

Eye exam		
Benefits	Network doctor	Non-network provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Reimbursement up to \$45 (member responsible for any difference)	Reimbursement up to \$45 (member responsible for any difference)
One eye exam in any period of 12 consecutive months		

ADM DC26MEVIS;ADM PLANYR JUL;ASC MOD 7435 VIS;Ess Vis;EVC \$0;EVFL

Lenses and frames

Benefits	Network doctor	Non-network provider
<p>Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.</p> <p>Note: Preferred pricing discounts on noncovered lens options and upgrades, and on an additional prescription eyeglass or sunglass (second pair) purchase when obtained from a network provider.</p> <ul style="list-style-type: none"> • Progressive Lenses - Covered • Polaroid lenses - Covered 	<p>Reimbursement up to approved amount based on lens type (member responsible for any difference)</p> <p>One pair of lenses, with or without frames, in any period of 12 consecutive months</p>	<p>Reimbursement up to approved amount based on lens type (member responsible for any difference)</p>
Standard frames	<p>Reimbursement up to \$65 (member responsible for any difference)</p> <p>One frame in any period of 12 consecutive months</p>	<p>Reimbursement up to \$65 (member responsible for any difference)</p>

Contact lenses

Benefits	Network doctor	Non-network provider
Medically necessary contact lenses (requires prior authorization approval from Heritage and must meet criteria of medically necessary)	<p>Reimbursement up to \$175 (member responsible for any difference)</p> <p>Contact lenses up to the allowance in any period of 12 consecutive months</p>	<p>Reimbursement up to \$175 (member responsible for any difference)</p>
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	<p>\$115 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)</p> <p>Contact lenses up to the allowance in any period of 12 consecutive months when services are rendered by a Heritage network provider.</p>	<p>\$115 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)</p>

ADM DC26MEVIS;ADM PLANYR JUL;ASC MOD 7435 VIS;Ess Vis;EVC \$0;EVFL

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Appendix D – Hospital-Medical and Prescription Drug Coverage provided by Blue Cross/Blue Shield, or equivalent.

Note: Plan summaries are unofficial. Please check the plan documents available online (www.alpenaschools.com) for the most up-to-date/accurate information.

Simply Blue HSA


Deductible	2019 - \$1,350/\$2,700
Co Insurance (In-Network)	0%
Co-Insurance Limit	\$0
Office Visit	100% after in-network deductible
Chiropractic Office Visit	100% after in-network deductible
Chiropractic Visit	12
Urgent Care Visit	100% after in-network deductible
ER Visit (waived if admitted)	100% after in-network deductible
3 Tiered RX Card	
Generic	\$10 after in-network deductible
Formulary	\$40 after in-network deductible
Non-Formulary	\$80 after in-network deductible
90-day Fill	\$20/\$80/\$160 after in-network deductible
Mental Health (7/1/14 PPACA)	100% after in-network deductible
Preventative Care/Screening	No Charge
Prenatal & Postnatal Care	100% after in-network deductible

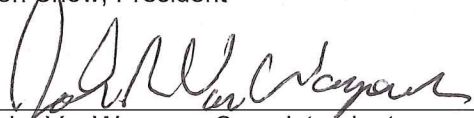
**Rx copays apply to the co-insurance limit under the Simply Blue.*

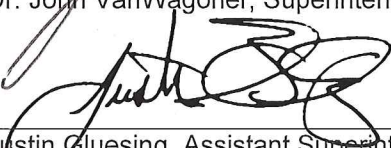
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their
respective names of their respective representatives thereunto duly authorized

This 26th day of June, 2019

ALPENA PUBLIC SCHOOLS


Gordon Snow, President


Dr. John VanWagoner, Superintendent


Justin Bluesing, Assistant Superintendent


Leslie Reynolds, Human Resources Specialist

UNITED STEELWORKERS

Thomas Conway, International President

John Shinn, International Secretary-Treasurer

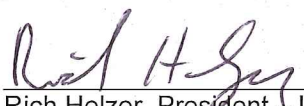
David McCall, Intl VP (Administration)

Fred Redmond, Intl VP (Human Affairs)

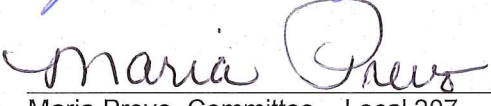
Michael Bolton, Director, District 2

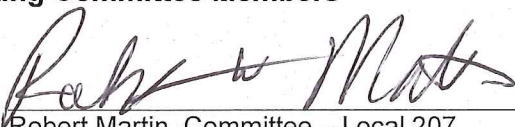
Steve Meyer, Staff Representative

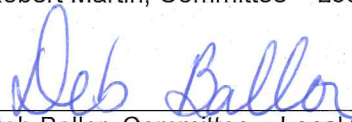
USW Local Union 207 Negotiating Committee Members


Rich Helzer, President - Local 207


Jim Kamyszek, Committee - Local 207


Maria Prevo, Committee - Local 207


Robert Martin, Committee - Local 207


Deb Ballor, Committee - Local 207


Cheryl Cousineau - Committee - Local 207

LOCAL 207 CUSTODIAL SENIORITY LIST

July 1, 2019

<u>Name</u>	<u>Hire Date</u>	<u>Dept. Seniority Date</u>	<u>Classification</u>
Kamyszek, James	May 15, 1995	May 15, 1995	Lead Custodian
Male, Mary	Aug. 31, 1994	Sept. 30, 1996	Lead Custodian
Ohliger, Melissa	Aug. 26, 1986	Feb. 2, 1998	Lead Custodian
Seguin, Catherine	Jan. 11, 1999	Jan. 11, 1999	Custodian
Page, Delyn	Dec. 11, 1995	Jan. 11, 2000	Lead Custodian
Niedzwiecki, Cindy	Sept. 9, 2002	Sept. 9, 2002	Lead Custodian
Prevo, Maria	Dec. 2, 2002	Jan. 2, 2004	Lead Custodian
Przykucki, Thomas	Oct. 18, 2004	Oct. 18, 2004	Custodian
Lancewicz, David	Aug. 7, 2006	Aug. 7, 2006	Custodian
Schellie, Travis	February 13, 2012	February 13, 2012	Custodian
Pahlkotter, Mary	Sept. 4, 2007	June 25, 2012	Custodian
Cooke, Matthew	May 5, 2014	May 5, 2014	Lead Custodian
Woloszyk, Gloria	August 14, 2015	August 14, 2015	Custodian
Male, Jr., Norman	August 17, 2015	August 17, 2015	Lead Custodian
Cox, Daniel	August 31, 2015	August 31, 2015	Lead Custodian
LaBarge, Patrick	September 26, 2016	September 26, 2016	Custodian
McMasters, Cynthia	September 1, 2010	December 5, 2016	Custodian
Bage, George	August 1, 2017	August 1, 2017	Custodian
Hanna, Mary	August 31, 2011	August 11, 2017	Custodian
Bage, Dawn	August 24, 2017	August 24, 2017	Custodian
Henning, Scott	February 19, 2018	February 19, 2018	Custodian
Ballor, Timothy	May 20, 2018	May 20, 2018	Custodian
Schultz, Donald	August 20, 2018	August 20, 2018	Custodian
Wilber, Scott	March 11, 2019	March 11, 2019	Custodian
Stewart, Betty Jo	October 4, 2017	May 17, 2019	Lead Custodian
Irwin, Dennis	June 10, 2019	June 10, 2019	Custodian

LOCAL 207 UTILITY SENIORITY LIST
July 1, 2019

<u>Name</u>	<u>Hire Date</u>	<u>Dept. Seniority Date</u>	<u>Classification</u>
McConnell, Dean	June 23, 1997	June 23, 1997	Utility B
Martin, Robert	Jan. 6, 1997	Oct. 12, 1998	Utility B
Mousseau, Kevin	Nov. 5, 2001	Jan. 12, 2009*	Utility B
Page, Rick	March 21, 2005	June 1, 2015	Utility A
Helzer, Richard	September 6, 2011	October 31, 2016	Utility B
Page, Frank	February 27, 2017	February 27, 2017	Utility A

*(Worked as Utility B worker 8-17-2004 through 6-30-2006)

LOCAL 207 CAFETERIA SENIORITY LIST
July 1, 2019

<u>Name</u>	<u>Hire Date</u>	<u>Dept. Seniority Date</u>	<u>Classification</u>
Hansen, Laurie	Oct. 26, 1987	Oct. 26, 1987	Lead Cook
Lewandowski, Mary Beth	Feb. 29, 1988	Feb. 29, 1988	Cafeteria Helper
Griffiths, Julie	Aug. 31, 1994	Aug. 31, 1994	Assistant Cook
Ferguson, Linda	Nov. 20, 1996	Nov. 20, 1996	Cafeteria Helper
Kosiara, Karen	Feb. 3, 1997	Feb. 3, 1997	Assistant Cook
Schrader, Sherry	Oct. 27, 1997	Oct. 27, 1997	Assistant Cook
Meggert, Barbara	Mar. 22, 1999	Mar. 22, 1999	Lead Cook
Ballor, Debra	May 3, 2004	May 3, 2004	Assistant Cook
Szatkowski, Patricia	Jan. 5, 2009	Jan. 5, 2009	Cafeteria Helper
Dowling, Jennifer	Sept. 2, 2009	Sept. 2, 2009	Assistant Cook
Manning, Pamela	Sept. 1, 2010	Sept. 1, 2010	Assistant Cook
Hayka, Dana	October 22, 2012	October 22, 2012	Cafeteria Helper
Ghidoni, Wendy	August 27, 2014	August 27, 2014	Cafeteria Helper
Wilson, Dana	December 8, 2014	December 8, 2014	Cafeteria Helper
Darga, Samantha	November 28, 2016	November 28, 2016	Cafeteria Helper
Lynn, Janice	November 28, 2016	November 28, 2016	Cafeteria Helper
Page, Rosella	December 19, 2016	December 19, 2016	Cafeteria Helper
Hanson, Melissa	January 9, 2017	January 9, 2017	Cafeteria Helper
Keller, Stefanie	August 18, 2017	August 18, 2017	Cafeteria Helper
Schiller, Janice	August 23, 2017	August 23, 2017	Cafeteria Helper
Tolan, Amy	August 23, 2017	August 23, 2017	Cafeteria Helper
Vacant			Cafeteria Helper
Vacant			Cafeteria Helper
Vacant			Lead Cook