

**AGREEMENT**  
**BETWEEN**  
**BARAGA AREA SCHOOLS**  
**AND**



**TEAMSTERS LOCAL 486**

**EFFECTIVE**  
**AUGUST 1, 2012**  
**THROUGH**  
**JUNE 30, 2013**

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BARAGA TOWNSHIP SCHOOLS

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## AGREEMENT

**THIS AGREEMENT**, entered into on this 1st day of August 2012, between the **BARAGA AREA SCHOOLS** (hereinafter referred to as the "Employer" and **TEAMSTERS UNION LOCAL NO. 486**, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

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

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

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

### ARTICLE I RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the bargaining unit which includes:

All full-time and part-time custodians, matrons and bus drivers, bus custodian, cooks and cooks' helpers, noon-hour supervisors and non-certified teachers' aides, working supervisor, excluding but not limited to the professional employees, substitute teachers, secretaries, Title IV, and Johnson-O-Malley Indian Education Program employees, substitutes and/or temporary bus drivers, custodians or cooks, any other temporary or substitute employees, employee's hired after August 1, 1992, who are employed under a "grant program" as well as any non-certified and certified personnel not mentioned within this Article.

1. Full-time employee: An employee who is regularly scheduled to work the full day on a permanent daily basis.
2. Part-time employee: An employee who is scheduled to work a portion of a full day on a permanent daily basis.

3. Substitute employee: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
4. Temporary employee: An employee who provides service when help is required and said job assignment or positions not of a permanent nature.

If at any future date a potential member of this bargaining unit has a new position created, the Board will place said position in the proper classification, after it has discussed such placement with the Union. The Union will at all times be informed of said decision. Any such decision of the Board will be subject to negotiation.

## **ARTICLE II** **UNION SECURITY - AGENCY SHOP**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing sixty (60) working shifts after the effective date of this Agreement and such conditions shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) working shift following the beginning of their employment in the unit.

## **ARTICLE III** **DUES CHECK-OFF**

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues, initiation fees and uniform assessments uniformly required, if any, as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Contract.

**ARTICLE IV**  
**REPRESENTATION FEE CHECK-OFF**

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, initiation fees and uniform assessments, as provided in a written authorization executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract.
- B. Dues, initiation fees and uniform assessments will be authorized, levied and certified accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.

**ARTICLE V**  
**REMITTANCE OF DUES AND FEES**

- A. When deductions begin.  

Check-off deductions under all properly executed authorizations for check-off, shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- B. Remittance of dues to Financial Officer.  

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addressed of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.
- C. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

**ARTICLE VI**  
**UNION REPRESENTATION**

Stewards and Alternate Stewards.

The employees covered by this Agreement will be represented by a steward. The Union shall have the exclusive right to assign said steward.

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, only after obtaining permission from his/her immediate supervisor.
3. Neither the Union nor any of the officers, nor the steward, nor any other representative or employees, shall advise or direct employees to disregard the instructions of supervisors.

#### **ARTICLE VII** **RIGHT TO MANAGE**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves onto 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. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically defined Articles herein. The Baraga Area School District is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

#### **ARTICLE VIII** **NO STRIKE CLAUSE**

During the term of this Contract, there will be no strikes by employees covered by this Agreement nor any lockout by the Employer.

#### **ARTICLE IX** **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the steward and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be generally confined to those included in the agenda. Conferences shall be held at a time mutually agreed upon by the parties.

#### **ARTICLE X** **GRIEVANCE PROCEDURE**

A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. Such grievance shall be submitted to the following grievance procedure:

Probationary employees shall be limited to STEP FOUR of the Grievance Procedure.

**STEP ONE:** Within ten (10) working days of the time a grievance occurs, the employee will present the grievance to his/her immediate supervisor with the objective of resolving the matter informally. Within five (5) working days after presentation of grievance, the immediate supervisor shall give his/her answer orally to the employee.

**STEP TWO:** If the grievance is not resolved in STEP ONE, the employee must, within five (5) working days of receipt of the supervisor's answer, submit to the building Principal a signed written "Statement of Grievance." The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee involved.

The Principal shall give the employee an answer, in writing, no later than five (5) working days after receipt of the written grievance.

**STEP THREE:** If the grievance is not resolved in STEP TWO, it must be submitted within five (5) days to the Superintendent, or his/her designee. The Superintendent, or his/her designee, and the aggrieved employee (representative of the Union if the employee so desires) shall meet within a reasonable time, not to exceed two (2) weeks in an attempt to resolve the matter.

**STEP FOUR:** If a satisfactory disposition of the grievance is not made as a result of the meeting provided in STEP THREE above, either party shall have the right to file said grievance with the Secretary of the Board within five (5) working days of the meeting provided in STEP THREE.

The Board will have twenty (20) working days to resolve and render its decision, in writing, to the Union and aggrieved employee.

**STEP FIVE:**

- A. In the event the grievance is not settled in STEP FOUR and the Union wishes to carry the matter further, it shall, within forty-five (45) calendar days from the receipt from STEP FOUR, file a demand for arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- B. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.



**ARTICLE XI**  
**DISCHARGE AND SUSPENSION**

The Employer shall not discharge or suspend any employee without cause. The Employer agrees, upon the discharge or suspension of an employee, to notify, in writing, the steward of the discharge or suspension.

The discharged or suspended employee will be allowed to discuss his/her discharge with the steward on school premises, only after obtaining permission from his/her immediate supervisor.

Should the employee consider the discharge or suspension to be improper, and upon request, the Employer or his/her designated representative, will discuss the discharge or suspension with the employee and the steward. This request shall be made within three (3) regularly scheduled working days after the discharge or suspension is received by the Union representative. The Superintendent, or his designated representative, shall give his/her answer to the Union within three (3) regularly scheduled working days after the special conference on the respective matter. If said answer is not satisfactory to the Union, the matter may be appealed to the FOURTH STEP of the grievance procedure.

The Local Union office in Escanaba, Michigan, will be provided copies of all disciplinary action issued to its members covered by this Agreement.

**ARTICLE XII**  
**SENIORITY - PROBATIONARY EMPLOYEES**

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working shifts of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working shifts prior to the day he completes the probationary period. While an employee is on his/her probation, he/she will receive fifty (50) cents an hour less than the base rate. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement, except discharge and disciplined employees for other than Union activity.
- C. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

**ARTICLE XIII**  
**SENIORITY LISTS**

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list of the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date and will provide the chief steward with up-to-date copies at the start of each new labor agreement.

**ARTICLE XIV**  
**LOSS OF SENIORITY**

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

- 1. Employee quits or retires.
- 2. Employee is discharged and such discharge is not reversed through the procedure set forth in this Agreement.
- 3. If the employee fails to return to work when recalled from layoff, as set forth in the recall procedure provided herein.
- 4. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within sixty (60) working shifts transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred.
- 5. In the event an employee is laid off, he shall maintain seniority rights for two (2) years following the commencement of his/her layoff. Following a two (2) year layoff, all seniority rights and rights to recall under this Agreement shall be terminated.
- 6. An employee who is off and becomes physically unable to perform the duties of their present assignment shall lose all seniority rights after a period of twelve (12) months except upon mutual agreement of the parties the time may be extended for an additional three (3) months.

**ARTICLE XV**  
**LAYOFF DEFINED**

- A. The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least two (2) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority provided that those remaining have the necessary qualifications and licenses and are presently able to perform the work that is available at the beginning of the assignment, all criteria being equal seniority will be the i.e., the least senior employee on the seniority list being laid off first. No employee shall have a reduction in their hourly pay if they qualify to bump into another classification when on layoff.

The Board and the Union agrees that the definition of Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Qualifications as specified and that this definition applies to all Articles in this Agreement.

- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.
- E. During a layoff existing scheduled overtime may continue as necessary as determined by the Board, there shall be no scheduled overtime in the affected job classification unless the Board or its designee decides that circumstances require it for safety, health or sanitation reasons, unexpected or emergency repairs or unexpected temporary employee absences.
- F. During layoff, fringe benefits will cease unless provided for by a specific Article in this Contract.
- G. It is understood that during layoff, the school District may utilize an employee from time to time on a temporary basis. The parties agree a temporary employee may work no more than twenty-six (26) work weeks in a calendar year. Employees on layoff status will be first offered any long term substitute positions in the District which the employee is qualified to perform.

**ARTICLE XVI**  
**RECALL PROCEDURE**

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

**ARTICLE XVII**  
**JOB POSTINGS AND BIDDING PROCEDURES**

- A. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of qualifications and seniority. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. If the School and Union mutually agree to a five (5) day posting, the Union Steward will be given time to make eligible employees aware of the position and time limit on posting. Employees interested shall apply, in writing, within the seven (7) working days' posting period. The senior employee applying for the position, who meets the requirements, shall be granted a two (2) week trial period to determine:
1. His/her desire to remain on the job.
  2. His/her ability to perform the job.
- B. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the head steward with a copy of each job posting at the same time the postings are posted on the bulletin boards and at the end of the posting period, the Employer shall furnish the head steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Head Steward as to who was awarded the job.
- C. During the two (2) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

- D. Successful bidders shall not be required to start in a new classification at the base rate, unless the base rate for their new classification is higher than their current hourly rate. They shall receive the then current rate of pay for the classification into which they were the successful bidder.
- E. Employees required to work in a higher classification shall be paid the rate of the higher classifications.

**ARTICLE XVIII**  
**JOB AND SHIFT PREFERENCE**

Employees covered by this Agreement shall be allowed to exercise shift preference within their classification on the basis of seniority in the event of a vacant or open position.

**ARTICLE XIX**  
**LEAVES OF ABSENCE**

- A. Leaves of absence for reasonable periods not to exceed one (1) year, upon written request to the Superintendent or his/her designee, shall be granted to employees who are on seniority status without loss of seniority for the following reasons:
  - 1. Maternity.
  - 2. To accept scholarship or fellowship.
  - 3. Illness (physical or mental) with a doctor's certificate.
  - 4. Prolonged illness in immediate family - with a doctor's certificate.
- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave was granted, or to a position to which his/her seniority entitled him/her. Employee shall report thirty (30) days prior to the date he/she plans on returning to work after their leave of absence.
- C. Members of the Union selected to attend a function of the Union shall be allowed time off with loss of time and pay to attend, unless replacements for critical Employer functions cannot be secured. However, the Union Steward will be allowed the time off if a two (2) week notice is given to the School.

**ARTICLE XX**  
**WORKING HOURS - SHIFT PREMIUM AND HOURS**

- A. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five cents (\$0.25) per hour shift premium only for those hours worked during second shift hours as listed under Section B. below excluding noon-hour employees. Employees working on the third shift shall

receive shift premium in the amount of thirty cents (\$0.30) per hour in addition to their regular hourly rate only for those hours worked during third shift hours as listed under Section B. below.

B. Shift hours:

First Shift	6:00 A.M.	to	2:00 P.M.
Second Shift	2:00 P.M.	to	11:00 P.M.
Third Shift	11:00 P.M.	to	6:00 A.M.

- C. Second and third shift employees shall be allowed thirty (30) minutes off for lunch included in their eight (8) hour work day.
- D. Employees may take a fifteen (15) minute coffee break in the A.M., and also a coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.
- E. An employee reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1-1/2X).

**ARTICLE XXI**  
**JURY DUTY**

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. If employee is released or finishes early from jury duty, he/she will not be required to return to work that day if more than one half of their regular shift has been missed. If more than one half of an employees shift is missed, a slip from the courthouse stating the time an employee was released or finished from jury duty will be required.

**ARTICLE XXII**  
**SICK LEAVE**

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with one hundred fifty (150) days maximum accumulation. All unused sick leave days (up to a maximum of seventy) will be paid upon retirement of employee. Upon death of an employee all unused sick leave days, up to a maximum of seventy (70) days, will be paid to the beneficiary at the prevailing rate. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. At retirement, this benefit shall be paid directly to the employee.

A ten (10) month employee shall accumulate a maximum of ten (10) sick leave days in a school calendar year.

Employees shall be allowed the use of three (3) sick leave days per year for family members. Family members for whom sick leave may be taken include: mother, father, spouse, son or daughter, brother or sister, mother or father-in-law, step-parents and step-children.

Employees shall be allowed to use accumulated sick leave for either mental illness or distress, if approved by a doctor.

In those cases where the Employer has reasonable cause to suspect abuse of sick leave, the Employer may request the employee to obtain a physician's slip.

Employees are to call their immediate supervisor in the event they cannot report for work. Such call must be made at least thirty (30) minutes prior to the employee's scheduled starting time. Employees are requested to give one (1) hour advance notice if possible.

### **ARTICLE XXIII** **FUNERAL LEAVE**

- A. For death of a parent, spouse, child, sibling, step-parents, step-children, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, employees will be allowed up to a total of five (5) paid days to be taken in connection to attend the wake, funeral service or burial service.
- B. Prior to receiving funeral leave, the employee shall receive permission from the Superintendent of Schools.

### **ARTICLE XXIV** **TIME AND ONE-HALF**

Time and one-half (1-1/2X) will be paid as follows:

- 1. For all hours over eight (8) hours in one day or forty (40) hours in one week.
- 2. For all hours worked on Sunday.
- 3. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- 4. Whenever there are school dances that extend past 11:00 P.M. or there are other school functions the Superintendent determines important, a custodian(s) will be assigned to the dance or function and will receive the rate of time and one-half (1-1/2X) for the hours worked past 11:00 P.M. Such assignments shall be rotated among all the custodians.

5. Cooks, Cook's Helpers and Aides shall be allowed to fill in for Custodians, but will be paid at the straight-time hourly rate until the total number of hours worked in any week reaches forty (40).

**ARTICLE XXV**  
**HOLIDAY PROVISIONS & PERSONAL LEAVE**

- A. The paid holidays are designated as: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Employees may use a vacation or personal day for the day after Thanksgiving.

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

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.
- C. The ten (10) month employees shall receive the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday (one-half day), and Memorial Day.
- D. When employee starts prior to Labor Day, he/she shall be paid for the Labor Day holiday.
- E. Personal Leave: All ten (10) month employees shall receive four (4) personal leave days, which can be used only for those things which ordinarily cannot be scheduled on a regular school day.
- F. Twelve (12) month employees will receive one (1) personal leave day or one (1) additional vacation day. The personal leave day may be paid out as stated in (G.) of this Article. A vacation day is subject to the conditions of Article XXVI.
- G. If employee does not use their Personal Leave Days, the employee will be paid \$47.50 per day for each unused Personal Leave Day.

**ARTICLE XXVI**  
**VACATION**

All full time employees will earn credits toward vacation with pay in accordance with the following schedule:

One (1) year of employment	-	(1) week of vacation
2 through 7 years of employment	-	(2) weeks of vacation
8 through 19 years of employment	-	(3) weeks of vacation
20 and over years of employment	-	(4) weeks of vacation



A vacation may not be postponed from one year to the next, or it will be forfeited. Vacation may not be taken during the first two (2) weeks of school or the month of May.

Vacations for twelve (12) month employees will be required to be taken in the months of June, July, and August with the exception of a total of seven (7) weeks (Three (3) weeks the first year of contract and four (4) weeks the second year of contract) may be taken outside the summer months (excluding the month of May or the first two (2) weeks of school) on a seniority rotation basis.

#### **ARTICLE XXVII** **VACATION PERIOD**

- A. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- B. A vacation may not be waived by an employee and extra pay received for work during that period.
- C. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

#### **ARTICLE XXVIII** **PAY ADVANCE**

- A. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, as long as the employee gives a two (2) week notice prior to going on vacation.
- B. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year, will have such credit deducted from his/her vacation the following year.
- C. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE XXIX**  
**HOSPITALIZATION - MEDICAL COVERAGE**

A. The Employer agrees to pay the premium for hospitalization medical coverage under the following schedule paragraph:

- |    |                           |   |                      |
|----|---------------------------|---|----------------------|
| 1. | 30 hours or more per week | - | maximum              |
|    | = \$15,000.00 (Family)    |   | Medical Benefit Plan |
|    | = \$11,000.00 (2-Person)  |   | Medical Benefit Plan |
|    | = \$5,500.00 (Single)     |   | Medical Benefit Plan |
| 2. | 20 hours or more per week | - | 1/2 of maximum       |
| 3. | 15 hours or more per week | - | 1/4 of maximum       |
| 4. | 14 hours or less per week | - | no insurance         |

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3., as described below for an employee Medical Benefit Plan for a twelve (12) month coverage year provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable Section A. of Article 29.

The Medical Benefit Plan that is negotiated must be from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

The Board provided premium contributions for any employee's applicable Medical Benefit Plan (Single, Two-Person or Family) (PAK-A, Part-1) shall pay not more than the actual annual premium amounts charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs for the coverage year period from July 1, 2012 to June 30, 2013.

B. Medical Benefit Plans:

1. For employees who qualify to receive and elect the Medical Benefit Plan (PAK-A, Part-1):

**Medical Benefit Plan (PAK-A, Part-1) 2012-2013:**

Medical:	MESSA Choices
OV/UC/ER Copay:	\$20/\$25/\$50
RX Drug Copay:	Saver RX
Deductible:	In-\$300/\$600, Out-\$600/\$1,200

Board Paid Annual Premium Payment for full-time employees for "Coverage Year" July 1, 2012 through June 30, 2013:

Family Plan:	\$15,000.00 annually.
Two-Person Plan	\$11,000.00 annually.
Single Subscriber Plan:	\$ 5,500.00 annually.

2. For employees who qualify to receive and elect the Medical Benefit Plan (PAK-A, Part-2):

**Non-Medical Benefit Plan-Benefit Options (PAK-A, Part-2) 2012-2013:**

The Board agrees to provide Non-Medical Benefit Plan-Benefit Plan Options for PAK-A, Part-2) as negotiated and listed below and monthly premium payments from August 1, 2012 through June 30, 2013 as described below for eleven (11) months provided the individual is employed full-time; employees less than full-time will be prorated accordingly as described in the applicable Section A. of Article 29.

Dental:	
Class I:	75%
Class II:	75%
Class III:	50%
Annual Max:	\$1,000.00
Class IV:	75%
Lifetime Max:	\$1,200.00
Riders:	2 Cleanings

Vision:	VSP 3 Plus
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Life Insurance:	\$10,000.00
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AD&D Coverage:	\$10,000.00
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The Board in accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee Medical Benefit Plan (PAK-A, Part-2) from August 1, 2012 through June 30, 2013. In Successor Years July 1 will be the start of premium year and the coverage year.

Family Plan:	100% of the total costs monthly premium.
Two-Person Plan	100% of the total costs monthly premium.
Single Subscriber Plan:	100% of the total costs monthly premium.

3. For employees who qualify for the Medical Benefit Plan (PAK-A, Part-1) and do not elect the Medical Benefit Plan:

**Medical Benefit Plan (PAK-B):**

The Board agrees to provide Non-Medical Benefit Plan-Benefit Option (PAK-B) as negotiated and listed below and monthly premium payments from August 1, 2012 through June 30, 2013 as described below for eleven (11) months provided the individual is employed full-time; employees less than full-time will be prorated accordingly as described in the applicable

Section A. of Article 29. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

Class I:	75%
Class II:	75%
Class III:	50%
Annual Max:	\$1,000.00
Class IV:	75%
Lifetime Max:	\$1,200.00
Riders:	2 Cleanings

Vision: VSP 3 Plus

Life Insurance: \$10,000.00

AD&D Coverage: \$10,000.00

The Board in accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee Non-Medical Benefit Plan-Benefit Option (PAK-B) from August 1, 2012 through June 30, 2013. In Successor Years July 1 will be the start of the premium year.

Family Plan:	100% of the total costs monthly premium.
Two-Person Plan	100% of the total costs monthly premium.
Single Subscriber Plan:	100% of the total costs monthly premium.

4. **The following paragraphs pertain to all Medical Benefit Plans (PAK-A, Part-1) and Non-Medical Benefit Plans-Benefit Options (PAK-A, Part-2) and (PAK-B) Plans:**

Any portion of the actual applicable plans coverage year's annual premium cost not covered by the Board paid Medical Benefit Plan (PAK-A, Part-1) and the Non-Medical Benefit Plans-Benefit Options (PAK-A, Part-2) and (PAK-B) Plans; monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the Medical Benefit Plan (PAK-A, Part-1) and the Non-Medical Benefit Plans-Benefit Options (PAK-A, Part-2) and (PAK-B) Plans.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee Medical Benefit Plan (PAK-A, Part-1) and the Non-Medical Benefit Plans-Benefit Options (PAK-A, Part-2) and (PAK-B) Plans.

- C. The Employer shall provide a \$5,000 life insurance policy for each employee.
- D. The Employer agrees to pay the premium in accordance with Public Act 152 of 2011; Section 3. for hospitalization medical coverage for the employee and his/her family during an employee's absence as the result of any injury, illness or maternity for a maximum of nine (9) months.
- E. The Employer agrees to pay the premium in accordance with Public Act 152 of 2011; Section 3. for hospitalization medical coverage for the employee and his/her family while the employee is laid off for a maximum of three (3) months.
- F. The Employer shall pay in accordance with Public Act 152 of 2011; Section 3. the hospital/medical insurance premiums for the employee and his/her family for the term of this Agreement.
- G. The Dental Program for the employees covered by this Agreement shall be funded by the Employer at the negotiated rate list above.
- H. Effective August 1, 2004, the Employer shall provide upgrade vision coverage for the employee and their family (VSP 3 PLUS) at the negotiated rate list above.
- I. At the option of the employee, the Employer shall provide an "annuity" in lieu of the insurance coverage, in the amount of the "single subscriber rate" (the Board Listed "Single Subscriber Rate" in Article 29, Section A.) for the insurance or the amount paid to that employee on June 30, 2013, whichever is higher.

**ARTICLE XXX**  
**WORKERS' COMPENSATION**

Each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that an employee being eligible for Workers' Compensation will have the opportunity, but limited to accumulated sick leave, to use on a pro-rated basis as is needed, to make up the difference between Workers' Compensation and their regular daily salary. (EXAMPLE: 2/3 Workers' Compensation and 1/3 of a sick leave day.)

**ARTICLE XXXI**  
**COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

**ARTICLE XXXII**  
**COMPUTATION OF BENEFITS**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

**ARTICLE XXXIII**  
**ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

**ARTICLE XXXIV**  
**INCLEMENT WEATHER**

If during periods of inclement weather an employee reports for work, the employee shall receive a minimum of two (2) hours pay; if school is called off between the hours of 8:30 A.M. and 12:00 Noon, the employee shall then be paid for the amount of time actually spent working (with a guarantee of two (2) hours minimum); if school is called off after 12:00 Noon, the employee shall be paid for their full, normal work day. The Baraga Township Schools agree to attempt to find meaningful productive work for the employees covered by this Agreement during periods of inclement weather.

**ARTICLE XXXV**  
**LOSS OF LICENSE AND/OR CERTIFICATION**

Loss of license or certification required in an employee's current job will require the employee to lose the job or portion of the job that required the license and/or certification.

**ARTICLE XXXVI**  
**BUS DRIVERS/TEACHERS AIDES**

- A. The Employer agrees to pay, in full, the expense for physicals and Chauffeurs License, and twenty dollars (\$20.00) for the State of Michigan Recertification School.
- B. The Employer also agrees to pay the full cost, at each renewal for the cost of the employee receiving the new Commercial Drivers License. If the employee fails the test and needs to be retested, all such retest costs shall be the responsibility of the employee.

- C. Effective August 1, 2002, all Extra Trips over 50 miles, one way, shall entitle the Bus Driver to a \$10.00 meal allowance, receipt required.
- D. The Employer also agrees to reimburse up to \$60.00 (sixty) for the renewal cost for employees taking the PARA Professional Certification test upon successful passing the test and presentation of receipts.

**ARTICLE XXXVII**  
**SPORTS EVENTS**

Each employee will receive a free "Individual Sports Pass" that will allow the employee access to all sports events held at the school.

**ARTICLE XXXVIII**  
**AUTOMATIC PAYROLL DEDUCTION**

The Employer to agree to an automatic deduction from any employee who so desires, for deposit into a savings and/or checking account.

**ARTICLE XXXIX**  
**EMERGENCY MANAGER**

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531 shall have the rights provided under said Act; may reject, modify or terminate the Collective Bargaining Agreement as provided within said Act.

If during the term of this contract the Local Government and School District Accountability Act is repealed, the Emergency Manager Article in this contract is null and void.

## **APPENDIX A - PENSIONS**

The pension provisions now in effect for employees covered by this Agreement shall be continued. The Employer will pay, in full, only the District's legally required contribution amounts into the Michigan Public School Employees Retirement Fund.

## **APPENDIX B - JOB CLASSIFICATIONS AND BASE RATE**

Each employee will receive the following wage increase for each year of this contract. Increases are effective as of:

### **Wage Increase as of September 6, 2012 - \$.50 per/hr for all classifications**

		<b><u>BASE RATES – 09-06-2012</u></b>
1.	Head Cook	\$ 9.84
2.	Cook's Helper	\$ 9.58
3.	Noon hour Aide	\$ 9.52
4.	Custodian	\$10.25
5.	Bus Driver	\$10.52
6.	Custodian - Bus Driver	\$10.34
7.	Teacher Aide	\$ 9.98
8.	Bus Driver – Mechanic	\$11.80
9.	Library Aide	\$ 9.98

All leadspersons will receive on additional \$.40 per hour.

The Head Cook at the Baraga Schools will receive a \$500.00 stipend per year for extra duties associated with the head cook position.

The cook at the Pelkie School will be called the Assistant Head Cook and shall receive a \$250.00 stipend per year for extra duties associated with the head cook position.

The Board agrees to cover the cost of fingerprinting and criminal records check, when required by law, for existing employees only (2008/2009 school year) including reimbursement for any cost already incurred.

## **APPENDIX C - LONGEVITY**

The employees covered by this Agreement shall be paid longevity according to their seniority, to be paid on their anniversary date of hire. The employees shall receive longevity pay on the first full pay period following their seniority date. Longevity will be based on the following years of employment:

Five (5) years and over	-	\$ 225.00
Ten (10) years and over	-	\$ 450.00
Fifteen (15) years and over	-	\$1,000.00
Twenty (20) years and over	-	\$1,500.00
Twenty five (25) years and over	-	\$2,000.00



**TERMINATION**

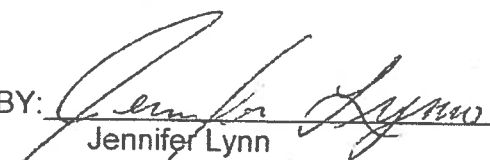
**THIS AGREEMENT** shall continue in full force and effect until June 30, 2013.


- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of Termination - Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed, if to the Union to: 110 North 6<sup>th</sup> Street, Escanaba, Michigan 49829 and if the Employer to: Baraga Area Schools, 210 Lyons Street, Baraga, Michigan 49908, or to any such address as the Union or the Employer may make available to each other.

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

**BARAGA AREA SCHOOLS**

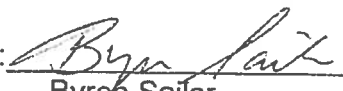
**TEAMSTERS UNION LOCAL NO. 486**

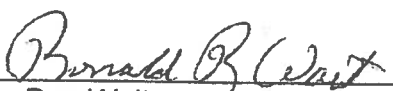
BY:   
Jennifer Lynn  
Superintendent

BY:   
Dave Robinson  
Secretary-Treasurer

Date: Nov. 1, 2012

Date: 11-19-12

BY:   
Byron Sailor  
Board President

BY:   
Ron Wait  
Business Agent

Date: Nov. 1, 2012

Date: OCT-17, 2012