

## **AGREEMENT**

THIS AGREEMENT, made and concluded this 11<sup>th</sup> day of October, 2010, by and between the CHEBOYGAN AREA SCHOOLS BOARD OF EDUCATION, CHEBOYGAN, MICHIGAN, a board, and the UNITED STEELWORKERS. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers is hereinafter called the "UNION."

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

### **ARTICLE I - RECOGNITION**

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The term "employee" as used in this Agreement, shall be understood to mean all custodians and maintenance employees and vocational paraprofessional employees.

### **ARTICLE II - MANAGEMENT RIGHTS**

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without the generality of the foregoing, the right

- A. to the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
- B. to hire all employees and subject to the provisions of the law, to determine their qualification and the conditions for their continued employment of their dismissal or demotion, and to promote and transfer all such employees.
- C. to determine work schedules and the duties, responsibilities and assignments of district employees with respect, thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

### **ARTICLE III - DUES CHECKOFF, UNION MEMBERSHIP**

- A. All persons employed in the bargaining unit, or who become employees in the bargaining unit, shall, after thirty (30) work days at full-time employment of the date of hire shall as a condition of employment pay either union membership dues or a service fee in an amount established by the Union.
- B. The School District and Union agree that the payroll deduction of union membership dues and/or service fees is required as a condition of the collective bargaining agreement. The School District will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLU 408.477.
- C. Service Fee Payers: Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policy and procedures regarding objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- D. In the event of any legal action against the employer because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the School District, individual board members and administration harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.
  - 1) The School District shall deduct union dues, initiation fees and assessment or agency shop fees in accordance with procedures allowed by current data processing system and remit same to the International Treasurer of the Union each month for all employees.
- E. The Union shall notify the School District in writing of the amount of dues and initiation fees to be deducted and fifteen (15) days in advance whenever they are changed thereafter.
- F. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished to the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done following the last pay of each month.
- G. The School District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

### **ARTICLE IV - SENIORITY**

Section 1. A separate seniority list for each unit, custodians/maintenance, and one for paraprofessionals, will be maintained by the Board. A copy of such list shall be provided to the Local Union President on or by October 1<sup>st</sup> of each year. The unit seniority list (custodian/maintenance, and paraprofessionals) will be used when determining layoff from work or recall to work for each unit separately. It is understood that in an application of seniority, the employee must be qualified and be able to perform the available work.

Reduction of employees under this contract will occur by starting with the least senior bargaining unit member in their unit. The employer will give thirty (30) calendar days notice to employees who are going to be laid off, except in the case of sudden financial changes that may occur in the school district's federal, state and/or local funding sources.

- a) Any bargaining unit member that transfers from one unit to another unit within this contract shall have their seniority frozen in their previous unit, and shall not gain any more seniority in their previous unit, and will start with zero seniority for the new job classification in the new unit for bidding and layoff purposes.
- b) Should any bargaining unit member shown on the seniority list or a person having completed their probationary time period be notified of a reduction in staff and therefore lose their position, they may bump to the position of the least senior bargaining unit member if they are qualified and able to perform the required work. In the event a bargaining unit member had seniority in another unit, they would be able to bump to the position of the least senior bargaining unit member in their previous unit, but will retain rate of pay for steps, vacation, retirement, etc.
- c) Recall of persons under this contract will be by seniority, starting by recalling the most senior person from layoff status by unit. When an employee is to be recalled from layoff, a certified letter will be sent by the EMPLOYER to the employee's last known address. The employee shall have eight (8) days to report for work, or to make arrangements which are satisfactory to the employer to report to work, within ten (10) days of receipt of the notice to report. Failure to report, or make suitable arrangements to report, within the ten (10) days will result in removal from the seniority list and loss of recall rights.
- d) Recall rights will last for the equivalent years of employment as a custodial/maintenance and/or paraprofessional employee at the Cheboygan Area Schools, or a maximum of five (5) years whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment as a custodial/maintenance and paraprofessional employee with the Cheboygan Area Schools.

Section 2 Employees shall lose seniority because of a voluntary quit, a discharge for just cause, or a failure to return to work within ten (10) work days of receipt of a notice of recall as hereinafter outlined.

Section 3 In the event of a permanent vacancy in a position covered by this Agreement, a notice shall be posted for five (5) work days in conspicuous places outlining the vacancy. If the vacancy is filled by internal transfer, it will be awarded to the employee with the most seniority within that unit that is qualified and able to perform the available work. If the position is filled by transfer (within the bargaining unit, but not the specific unit of employment), the transfer will become effective within five (5) work days after termination of posting. All internal transfers will have a ten (10) work day probationary period. If minimal routine training is necessary to fully inform the employee as to the job, such training will be given the employee.

- a) Whenever there is an opening for a similar custodian position, a custodian will be awarded the position based on their seniority. The employee must be qualified and be able to perform the work.

- b) When a vacancy occurs in a paraprofessional or custodial/maintenance unit respectively, a paraprofessional or custodian will be given consideration for the position if the applicant is qualified and able to perform the work required.
- c) If a member loses their job due to a reduction or layoff, they have the right to bump back into their previous unit and take the least senior person's job; but will retain vacation and retirement and will be placed at same step experience level.
- d) Any full-time position that will be vacant for more than thirty (30) calendar days, the position will be filled by a full-time custodian according to seniority, skills and ability. On the 20<sup>th</sup> workday of the temporarily vacant position, bargaining unit members will be notified that the position is still vacant. When the custodian/maintenance person returns, everyone moves back to their original position.
- e) Within specific classifications, senior employees may volunteer for layoff, with mutual agreement of the Board, the United Steelworkers and the person scheduled for lay off.

Section 4 Any employee, who is in the bargaining unit and becomes a part-time supervisor, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the Union and the Superintendent. The written agreement will spell out the exact conditions of this Agreement and the condition for termination of this special arrangement. The employee will be paid the higher rate of pay.

Any employee promoted from the bargaining unit to a full time supervisory position not covered by this Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to ninety (90) work days. At the end of the ninety-(90) work day period, if the employee remains as a supervisor, he/she will no longer accrue seniority, but will have recall rights for an additional two (2) years. The employee will be paid the higher rate of pay.

A temporary job transfer shall be for twelve (12) months or less. When someone temporarily transfers outside the bargaining unit, other than a supervisory position, but within the Cheboygan Area School system, they shall accrue their seniority while in this temporary position. After twelve (12) months, the employee goes back to their original position. If the temporary position lasts longer than twelve (12) months and the employee remains in the temporary position, then the language in Article IV Seniority, Section 1 a. will apply and the employee's seniority is frozen and will not gain any further seniority in their bargaining unit, unless mutually agreed by both parties.

Section 5. A copy of the full-time custodial/maintenance and paraprofessional seniority list shall be attached to this contract and updated as needed. Any current employee who transfers into a custodial/maintenance or paraprofessional position, shall retain their school district years of employment for longevity pay purposes and vacation, but move to the bottom of the seniority list in that unit.

Section 6. Any custodian who works five (5) or more consecutive days as a maintenance employee will be paid the current maintenance rate of pay for those hours.

### **ARTICLE V-PROBATIONARY PERIOD**

New employees shall be on probation for a minimum of ninety (90) working days. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

### **ARTICLE VI- DISCHARGE OR SUSPENSION**

Section 1. An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) days of such action as provided in Article V, Step No. 2. The employer will notify the Union orally within twenty-four (24) hours and then in writing within forty-eight (48) hours of such suspension or discharge.

Any discharge or suspension not questioned in writing in three (3) days of such action shall be considered final.

### **ARTICLE VII- REPRESENTATION AND GRIEVANCE PROCEDURES**

Section 1. The parties agree that in the interest of harmony on the job, any grievance arising from interpretations or application of any portion of this Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of three (3) employees in the unit. The committee members shall be permitted a reasonable time away from their work for the purpose of investigation of or discussion of any grievance which may arise, after getting permission from their supervisor. The supervisor will not arbitrarily withhold such permission. This investigation of or discussion will normally be performed during non-working time; but it is understood by the parties that there will be occasions when that is not possible, then it will be permitted by the employer for the Union to be able to investigate or discuss any grievance on employer time. If this time during work hours amounts to more than a total of three (3) hours per grievance, the Local Union will reimburse the School District for the expenses incurred (i.e., wages, sub costs, payroll taxes) over the three (3) hours allowed per grievance.

Step No. 1: When an employee has a possible grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committee member, within ten (10) work days after occurrence of incident or within ten (10) work days after the employee became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have ten (10) work days in which to give an answer.

Step No. 2: In the event the grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the Superintendent of Schools. It shall be discussed at a meeting with the Superintendent and the grievance committee to be held within ten (10) working days after the supervisor gives his/her answer in the first step. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Superintendent and the committee.

Step No. 3: In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who accompanied by the committee, shall meet with the Board of Education, accompanied by such other management staff as the Board of Education may elect to have present. This meeting shall be held as soon as a mutually agreeable date can be arranged. A written answer will be given within ten (10) work days after the meeting is held or such longer period as may be agreed upon by the Board of Education and the committee.

Step No. 4 In the event the matter is not resolved in Step No. 3, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Consumer and Industry Services, Employment Relations Commission, requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the Superintendent within ten (10) working days from receipt of the written answer to Step 3. Failure to do so within the time allotted above will result in the grievance being abandoned.

Section 2. If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be void. If the employer fails to give answer within the time limits listed in Step No. 3, the grievance shall be automatically moved to the next grievance step.

Section 3. In the event that either party decides that further meetings in Step No. 4 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall so notify the other in writing not later than thirty (30) calendar days after the last meeting in Step No. 4. Within ten (10) work days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a pool of possible arbitrators and one will be chosen according to Commission rules. All expenses of an arbitrator shall be borne equally by both parties. In order to be submitted to arbitration, the dispute must be either a disciplinary action resulting in loss of more than three (3) days paid or wrongful discharge. All other submissions to arbitration shall be by mutual agreement.

### **ARTICLE VIII- PAID LEAVE OF ABSENCE**

Section 1. Custodians/maintenance and paraprofessionals will receive the following paid leave days. The paid leave days will equal the normal number of hours that an employee works each day. All paid leave will be deducted by a minimum of one-half (½) of a day increments.

	<u>Personal Business Days</u>	<u>Sick Days</u>
Custodians	4	8
Paraprofessionals	3	9

- A. The above paid leave days will be granted each year for illness and personal business. Two (2) paid leave days can be rolled over to the next year to be used on non-student days.

Custodians/Maintenance: One (1) day paid sick leave per thirty (30) work days to a maximum year of eight (8) days. Personal business days earned are equivalent to one (1) day per three (3) month period.

Paraprofessionals: Three (3) days paid sick leave per trimester to a maximum per year of nine (9) days paid.

One (1) day paid personal business day per trimester for a total of three (3) days. Two (2) paid personal business days from the previous year may be rolled over. These days are to be used on non-student days.

- B. An employee planning to use a personal business day(s) shall request, in writing, permission from his/her supervisor at least one (1) week in advance except in case of emergency. The purpose of a personal business day is to take care of important matters which cannot reasonably be scheduled outside of the normal work day.
- C. Personal business days shall specifically not be used for the following purposes:
- 1) Picketing or demonstrating of any sort.
  - 2) Any absence on the first or last days of any student school year.
  - 3) Any absence on any one (1) or more days immediately prior to or following a non-scheduled work day, i.e. holiday, school break or school vacation.
- D. It is recognized that there may be unusual circumstances which would justify the use of a personal business day(s) on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions on a very limited basis.
- E. All leave days, with the exception of bereavement, will be deducted from the accumulated paid leave of the employee.
- F. Paraprofessionals will be paid for late start or early release or full Act of God Days. If the Cheboygan Area Schools make up any of these days, they will work these days for no pay.
- G. Sick leave policy shall include a maximum accumulation of one hundred-twenty (120) days. Any employee who has accumulated from 121 to 150 sick days prior to February, 2000 shall be allowed to continue the accumulation of the excess sick leave, but not to exceed two hundred (200) days, as long as the total accumulation never drops below the one hundred-twenty (120) sick days maximum. Employee will continue to receive all fringe benefits while on sick leave.
- H. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter relating to their school responsibilities (but not when brought to the hearing by themselves) shall be

paid his/her full salary for such time, but not to exceed, one (1) day's normal work schedule for each day required to be in attendance or appearance. Any compensation received by the employee less any reimbursable expenses shall be immediately paid to the school district upon receipt by the employee.

- I. Employees shall be allowed up to three (3) days for bereavement leave. Such bereavement leave shall be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations, i.e., stepbrother, stepmother, etc. Bereavement leave is paid leave and is not deducted from sick days. The superintendent may, at his/her discretion and under unusual circumstances, grant additional time or apply this provision in the case of the death of a person other than listed who can demonstrate that they had a similar relationship to the employee. Any additional days shall be deducted from the employee's personal business leave first if available and then from paid sick leave followed by leave days without pay.
- J. The employee may use all or any portion of his/her leave to recover from his/her own illness or disability or for illness in the immediate family. Immediate family shall be defined as in Paragraph I in Article VII.

#### **ARTICLE IX-UNPAID LEAVES OF ABSENCE**

- A. A leave of absence without pay for one (1) year may be granted by the Superintendent upon written request. During such leaves of absence, the employee shall not advance on the salary schedule over where he/she would have been when the leave of absence began. The Superintendent shall take into consideration the following factors in deciding whether or not to approve such a request.
  - 1) Reason for the leave of absence
  - 2) Effect of the absence upon the operation
  - 3) Availability of a suitable temporary placement
- B. At least sixty (60) days prior to the expiration of a leave of absence, the employee shall notify the employer of his/her intent to return or submit a request for an extension. The Superintendent may, at his/her discretion, grant one (1) extension of a leave of absence. No more than one (1) extension shall be granted, except for unusual circumstances. Failure to properly notify the employer or failure to return at the completion of a leave of absence shall be considered a resignation.
- C. 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, without pay, fringe benefits and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each term of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay. This language shall only apply for a total of two (2) years.



## **ARTICLE X-SHORT TERM LEAVES OF ABSENCE FOR PARAPROFESSIONALS**

A short-term leave of absence (for paraprofessionals) may be granted by the Superintendent. The employee shall apply to the Superintendent for said leave of one (1) week in advance, where possible.

For paraprofessionals only, the following policy will apply to unpaid leave requests for vacation purposes:

- 1) The employee must have been performing his/her job satisfactorily.
- 2) The request must be a rare occurrence. This is something that could not be done during normal vacation periods and not more frequently than once every five (5) years.
- 3) The maximum number of days approved in any one year is:

1 year of experience	1 day
2 years of experience	2 days
3 years of experience	3 days
4 years of experience	4 days
5 or more years of experience	5 days
- 4) The employee must have approval from the building principal prior to the request going to the Superintendent.
- 5) The request must be made thirty (30) days in advance.

## **ARTICLE XI- HOURS OF WORK**

### A. Custodial/Maintenance

- 1) The normal workweek for the custodian and maintenance employees covered by this Agreement shall consist of forty (40) hours. However, this shall not be construed as a guarantee of forty (40) work hours per week.
- 2) Temporary deviations from the normal work schedule shall be approved by both the Superintendent and the custodial supervisor.
- 3) Lunch periods shall be thirty (30) minutes in length unless a specific job description provides for a longer lunch period.
- 4) Lunch periods shall be unpaid, except for night shift employees who shall receive a thirty (30) minute paid lunch period in place of any additional per hour pay for working nights.
- 5) Any employee who works over forty (40) hours per week will receive one and one-half (1½) time their regular hourly rate and on Sunday and holidays two (2) times their regular hourly rate. For purposes of computing overtime, vacation, sick pay, jury duty, bereavement leave, etc., shall be counted as days worked.
- 6) Custodian/Maintenance reporting to work for their normal shift or called into work shall receive a minimum of two (2) hours' pay. If a custodian is called in to answer a burglar alarm, he/she shall be paid a minimum of two (2) hours at an overtime rate of one and one-half (1½) their hourly rate and on Sunday and holidays two (2) times their regular rate.

B. Paraprofessional Unit

A full-time vocational paraprofessional employee shall be defined as follows: He/she shall have an average of at least twenty five (25) hours per week using all trimesters to average these hours.

**ARTICLE XII- FRINGE BENEFITS**

A. Health Insurance

Beginning on January 1, 2011, the Board and employee agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500 for two (2) or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate; \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family. Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

Each employee is eligible to have a bi-annual physical examination paid for by the insurance policy.

A full-time employee may elect to receive, in lieu of payments towards the cost of health insurance coverage, a monthly cash payment in the amount of three-hundred seventy five dollars (\$375.00).

B. Dental Insurance.

These employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

These employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide a Life Insurance in the amount of \$20,000.00 to all full-time employees.

**ARTICLE XIII- VACATION ALLOWANCE**

- A. Custodial/Maintenance employees will receive vacation allowances on the following basis:

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 full year through 3 years	5 days
After 3 through 7 years	11 days
After 7 years through 20 years	17 days
After 20 years	20 days

- B. All summer vacation requests must be submitted to the custodial supervisor by May 15<sup>th</sup> and be approved. All other vacation requests must be submitted two (2) weeks in advance and be approved by the custodial supervisor.
- C. All vacation days from one school year must be used by July 31 of the following school year or the unused vacation leave will be converted to an employee's accumulated sick leave.
- D. Fifty percent (50%) of the allotted vacation time must be taken on non-student scheduled days for people who receive eleven (11), seventeen (17) days or twenty (20) days.
- E. The following are unpaid holidays and non-work days:

	<u>Total Days</u>
Fourth of July, plus one (1) day (before or after)	2
Labor Day, plus the preceding Friday	2
Thanksgiving Day, plus the following Friday	2
Christmas Day, plus day before and day after	3
New Year's Day, plus day before and day after	3
Good Friday	1
Memorial Day	1

**ARTICLE XIV- MISCELLANEOUS**

- A. Those employees with ten (10) or more years of service who resign from the Cheboygan Area Schools for the purpose of retirement (MPSERS) shall receive a one-time payment of forty dollars (\$40.00) per day for sick days to a maximum of one-hundred twenty (120) days. Employees who work less than full-time (six (6) hours per day), one-hundred eighty (180) days per year) shall receive a prorated dollar amount per day (i.e., three (3) hours a day receives twenty dollars (\$20.00) a day.
- B. A bargaining unit employee who is notified of a layoff, is subsequently recalled for work without a loss in pay and who receives unemployment compensation benefits shall be paid at a wage rate during the school year immediately following such that the amount of wage compensation earned for the scheduled school year of the employee plus the unemployment compensation the employee received will not be more than the wage compensation the employee would have earned for the scheduled work year had the employee not received unemployment compensation.

C. Longevity will be paid to paraprofessional employees as follows:

At 10 years only	\$ 800.00
At 15 years only	\$1,100.00
At 20 years only	\$1,400.00

Custodial/maintenance employees will receive a longevity payment of two-hundred and fifty dollars (\$250.00) each year after their tenth year. The custodial and maintenance longevity and bus driving stipend will be paid the 1<sup>st</sup> pay period in January for the previous year. If an employee leaves the district prior to their anniversary date, their longevity shall be prorated.

D. Paraprofessionals who work extra hours, approved in advance and in writing by the vocational director for meetings, catering, open houses, etc., will be paid for their time at their scheduled pay rate. They will submit their extra time on a monthly basis. This paragraph excludes any extra hours of pay while attending any conferences and/or student competition events.

E. The School District will provide uniforms three (3) shirts and four (4) trousers per employee on or about July 1 of each year. Maintenance personnel will receive three (3) additional shirts and two (2) additional trousers per year. The administration will consult with representatives of the custodial/maintenance group in selecting the uniforms, but the final selection will be made by the administration. Employees will be allowed to do any combination of these as long as it totals seven (7) articles of clothing. In lieu of three (3) articles of clothing, in any combination, you may put forty-five dollars (\$45.00) towards the cost of work shoes. Paraprofessionals will also be allowed a clothing allowance. If needed and approved by the superintendent Welding paraprofessionals will receive one (1) pair of boots as part of protective clothing, not to exceed \$180.00.

F. In the event of a major snowstorm or other weather hazard, it is at the discretion of the custodial/maintenance director to send custodians/maintenance home or not have them report to work without financial penalty.

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

H. Local Union may have the right to conduct Union elections and meetings 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."

I. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, this Agreement shall continue in effect for the period of the Agreement stated herein.

J. School District will pay for any continuing education or schooling that is required of employees to maintain their current position as a custodian or custodian bus driver. If additional education or training for paraprofessionals is needed, it will be by mutual agreement. Homeland Security training will be made available to all employees with pay.

- K. Board also agrees to provide for payroll deductions for the United Fund, the Credit Union, annuities, and other programs mutually agreed upon by the parties when ten (10) or more employees of the school district sign forms for payroll deduction from the same company (vendor). Current payroll deductions will be honored regardless of the number of current participants.
- L. Employees who are laid off shall receive any vacation leave pay for leave days not taken but earned. This shall only apply to earned vacation leave and not personal business days and/or sick leave day's accrued.
- M. An employee who has been elected or appointed to public service office may be allowed time off without pay to attend educational training to fulfill their elected or appointed public service office with the approval of the superintendent. This privilege shall not be abused.
- N. It is agreed that any employee under this contract who has at least seventeen (17) accumulated sick days at the end of the previous school year and who did not use any sick days for the entire prior school year can use up to three (3) consecutive paid days at their current pay on non-scheduled work days.

**ARTICLE XV- WAGE SCHEDULE**

(Any paraprofessional with an associate degree or higher and at least two thousand (2,000) hours in the last five (5) years in the vocational area assigned will be paid at the Step 2 rate).

Paraprofessionals

<u>EXP</u>	<u>Base</u>	1.5% July 1 <sup>st</sup>	1.5% July 1 <sup>st</sup>	2% July 1 <sup>st</sup>
		<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
0	\$12.50	\$12.69	\$12.88	\$13.14
1	\$12.71	\$12.90	\$13.09	\$13.36
2	\$12.96	\$13.15	\$13.35	\$13.62

Custodial

		1.5% July 1 <sup>st</sup>	1.5% July 1 <sup>st</sup>	2% July 1 <sup>st</sup>
<u>EXP</u>	<u>Base</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
0	\$11.84	\$12.02	\$12.20	\$12.44
1	\$12.20	\$12.38	\$12.57	\$12.82
2	\$12.55	\$12.74	\$12.93	\$13.19
3	\$12.93	\$13.12	\$13.32	\$13.59
4	\$13.32	\$13.52	\$13.72	\$14.00
5	\$13.73	\$13.94	\$14.14	\$14.43

Maintenance

		1.5% July 1 <sup>st</sup>	1.5% July 1 <sup>st</sup>	2% July 1 <sup>st</sup>
<u>Base</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	
\$16.40	\$16.65	\$16.90	\$17.23	

All step pay increases will change at the employee's anniversary date of hire.

- A. Employees who drive bus on a daily basis will receive a stipend of thirteen hundred dollars (\$1300.00) per school year. One-half (½) of this stipend will be paid the first pay period in January, the remaining will be paid the 2<sup>nd</sup> pay period in June.
- B. Custodians or maintenance employees who drive bus beyond their normal forty (40) hours will be paid time and half (1 ½) for the actual length of the run (rounded to next fifteen) minutes). This is to be periodically monitored.

**ARTICLE XVI-DURATION**

Section 1. The terms of this Agreement will become effective July 1, 2010 and will continue through and including June 30, 2013. The Agreement will then be automatically renewed, for additional periods of one (1) year, unless either party notifies the other party at least sixty (60) days before any expiration date of its desire to terminate the Agreement.

Section 2. Any notice required by this Agreement must be by certified mail, and will be considered completed at the time of mailing, if by the Employer to the United Steelworkers, 13233 Hancock Drive, Taylor, Michigan 48180-4766, and if by the Union to the Superintendent of Cheboygan Area Schools Board of Education office, 504 Division St., Cheboygan, Michigan 49721. Either party may, by like notice, change the address to which notice to it must be given.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, have subscribed their names as of the effective date provided above.

CHEBOYGAN AREA SCHOOLS  
Cheboygan, Michigan

UNITED STEELWORKERS,  
AFL-CIO-CLC

\_\_\_\_\_  
Eric R. Becks, President

\_\_\_\_\_  
Leo W. Gerard, President

\_\_\_\_\_  
Keith A. Moore, Vice President

\_\_\_\_\_  
Stanley Johnson, Secretary-Treasurer

\_\_\_\_\_  
Annette M. Eustice, Treasurer

\_\_\_\_\_  
Thomas Conway, Int'l V.P., Administration

\_\_\_\_\_  
Robert J. Merrick, Secretary

\_\_\_\_\_  
Fred Redmond, Int'l V.P., Human Affairs

\_\_\_\_\_  
George N. Pike, Trustee

\_\_\_\_\_  
Michael Bolton, District 2 Director

\_\_\_\_\_  
Roger Cronk, Trustee

\_\_\_\_\_  
Al Firby, USW Staff Representative

\_\_\_\_\_  
Mark Dombroski, Superintendent

Local Union # 9998

\_\_\_\_\_  
Pete Dobrowolski, Director of  
Transportation

\_\_\_\_\_  
Roxann Dean, President

\_\_\_\_\_  
William Jones, Vice President

\_\_\_\_\_  
John Wanke, Committee

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**APPROVED BY BOARD 10/11/10**

**CUSTODIANS/MAINTENANCE  
and  
VOCATIONAL PARAPROFESSIONALS**

CONTRACT BETWEEN THE CHEBOYGAN AREA SCHOOLS  
BOARD OF EDUCATION

AND

THE UNITED STEELWORKERS AFL-CIO-CLC  
ON BEHALF OF LOCAL #9998

July 1, 2010 through June 30, 2013