

**AGREEMENT**  
BETWEEN  
**GLADSTONE AREA SCHOOLS**  
AND  
**GENERAL TEAMSTERS**



**LOCAL UNION NO. 406**

**EFFECTIVE**

**JULY 1, 2015**

**THROUGH**

**JUNE 30, 2019**

**BY: TEAMSTERS LOCAL 406 / ESCANABA**

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## AGREEMENT

**THIS AGREEMENT**, made and entered into on this 1<sup>st</sup> day of July 2015, by and between **GLADSTONE AREA SCHOOLS**, party of the first part and hereinafter termed the "EMPLOYER," and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "UNION."

### WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

### ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the 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 Employer included in the bargaining unit described below:

All full-time and part-time non-certified employees of the Gladstone Area Schools, but excluding certified employees, substitute teachers, professional employees, supervisors, and confidential employees as defined by the Commission.

### ARTICLE II UNION MEMBERSHIP

**SECTION 1.** Employees covered by this Agreement shall have the right to freely organize, join, and support General Teamsters Local Union No. 406 for the purpose of collective bargaining. The Board agrees it will not discourage, deprive, or coerce any Bargaining Unit Member in the enjoyment of rights provided pursuant to the Michigan Public Employment Act, State of Michigan laws and its Constitution, and the Constitution of the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms and conditions provided for in the Collective Bargaining Agreement by reason of membership in the Union, participation in collective bargaining, processing of grievances or related proceedings with respect to any terms or conditions of employment.

**SECTION 2.** General Teamsters Local Union No. 406 will assume all responsibility for the collection of dues and fees.

**ARTICLE III**  
**RIGHT TO MANAGE**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, 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 relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. to determine the size of the work force and increase or decrease its size;
- D. to hire, assign and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;
- E. to direct the work force, assign work and determine the number of employees assigned to operations; and to assign bus drivers to routes;
- F. to establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classifications; to establish the number or people needed or used in all classifications;
- G. Employer agrees to negotiate with the Union prior to any subcontracting, outsourcing or privatization of work that is the jurisdiction of the bargaining unit;
- H. to establish all bus routes and times;
- I. to make rules and regulations not inconsistent with the terms hereof;
- J. to establish rules, regulations and policies concerning the responsibilities of each classification.
- K. Directors will be consulted with, and their respective departments informed, which may allow for Union participation. Bargaining unit members in that department may submit recommendation in writing, to be signed and dated. Management maintains the right of final decision.

In the exercise of these prerogatives, the Employer shall not violate the expressed provisions of this Agreement.

**ARTICLE IV**  
**EXTRA CONTRACT AGREEMENTS**

**SECTION 1.** The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement job contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**SECTION 2.** For new types of equipment or jobs for which rates of pay are not established by the Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

**ARTICLE V**  
**SENIORITY**

**SECTION 1.** Strict seniority shall prevail. A listing of employees, arranged in the order of their seniority, shall be posted in a conspicuous place on the job. Seniority shall be on an employee-wide basis.

**SECTION 2.** New employees will serve a probationary period of sixty (60) working days, then his/her seniority will be established as of his/her original date of hire.

**SECTION 3.** In a case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with seniority, as long as employee is qualified to perform the work in case of layoff only.

**SECTION 4.** Internal posting: All job openings will be posted bargaining unit wide and will be filled by certification, qualification and seniority. (See Appendix A for certifications and qualifications). If an applicant meets the minimum requirements and is the most senior employee they will be provided a probationary trial period.

**SECTION 5.** External Posting: If there is no internal applicant that meets the minimum requirements, the job will then be posted externally.

**SECTION 6.**

- A. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two (2) years from last day worked. In the event of a layoff, an employee so laid off shall be given a fourteen (14) calendar day notice of recall mailed to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, he/she shall lose all seniority rights under this Agreement.
- B. Any employee whose position has been eliminated shall have the right to assume a position for which they are qualified and have seniority.

- C. Any position that is reduced in time will not be posted.
- D. Any employee whose position is reduced by 30 or more minutes shall have the right to remain in said position and will be notified by central office.
- E. Any employee whose position is reduced by 30 or more minutes shall have the right to assume a position for which they are qualified, provided they have more seniority and it does not conflict with other bid jobs.
- F. Any position that is increased by one or more hours will be posted.
- G. All previous action deemed inconsistent or referenced to this section are null and void and no past practice or previous concerns will be addressed as of the signing of this Agreement.

**SECTION 7.** Student help will not be used to replace or displace any person covered under the terms and conditions of this Agreement.

**SECTION 8.** Dual positions shall be allowed within the bargaining unit whenever possible to create more full-time positions. A dual position is subject to the following:

- A. With a dual Position, you cannot vacate a present portion of your job to add another position unless there is a conflict in time.
- B. For bumping purposes, you may bump one (1) portion of someone's job to gain back time lost due to the reason given for exercising bumping rights. Seniority and qualifications must apply.
- C. For substitute purposes, your job classification with the most time will determine your building and classification. If your jobs are equal time (i.e. both 3 hours), the position you held first will determine your building and classification.

**SECTION 9.** The seniority for employees working the same classification in multiple buildings will be determined by the building he/she works the most hours or if hours are equal, will be the building he/she works the first part of their shift.

## **ARTICLE VI**

### **DISCHARGE OR SUSPENSION**

The Employer shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, an act that may endanger the safety of a student/students while on duty, drinking on the job, assault, intentional or grossly negligent conduct causing property damage, or failure to carry out his responsibilities according to established Board of Education Policies. The warning notice as herein provided, shall not remain in effect for a period of more than one (1) calendar year from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension.

Should such investigation prove that an injustice has been done to an employee, he shall be reinstated and compensated at his usual rate of pay while he/she has been out of work. Appeal from discharge must be taken within seven (7) calendar days by written notice and a decision reached within thirty (30) calendar days from the date of discharge or suspension. If no decision has been rendered within thirty (30) calendar days, the case shall then be taken up as provided for in ARTICLE VII, Step 4.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) calendar days of the employee's knowledge of the facts giving rise to the alleged grievance or within fifteen (15) calendar days of the time when the employee reasonably should have had notice of such facts. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

**STEP 1.** Any employee having a grievance shall present it the Employer as follows:

- A. The employee shall discuss the grievance with the steward.
- B. The steward may discuss the grievance with the immediate supervisor.
- C. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance.
- D. The immediate supervisor shall give his/her answer to the steward within two (2) working days of receipt of the grievance.

**STEP 2.** If the grievance remains unsettled, it shall be presented by the steward, in writing, to the Superintendent of Schools within ten (10) calendar days after the response of STEP 2 is due. The Superintendent of Schools shall sign and date the steward's copy. The Superintendent of Schools shall respond, in writing, to the steward within seven (7) calendar days.

**STEP 3.** If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Union shall, within fourteen (14) calendar days, refer the grievance to the Labor Relations Committee of the Board of Education for a hearing on said grievance. The hearing will be held no later than thirty (30) calendar days from the date it is filed with the Labor Relations Committee.

**STEP 4.** In the event the grievance is not settled with the Labor Relations Committee and the Union wishes to carry the matter further, it shall, within forty-five (45) calendar days from the date of the Labor Relations Committee hearing, file a demand for arbitration in accordance with the Michigan Employment Relations Commission's Rules and Procedures.

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.

A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is not reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

### **ARTICLE VIII** **STEWARDS**

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The collection of dues when authorized by appropriate Local Union action;
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information,
  - 1. have been reduced to writing, or
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns and refusal to handle goods, or any interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any action interrupting Employer's business, except as authorized by official action by the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts.

The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises when expressly authorized to do so by the Union.



One steward per department shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his/her regular working hours. Stewards, not alternate stewards, will also be allowed in one calendar year up to forty (40) hours in a contract expiration year, and up to twenty (20) hours any other year to attend Union meetings when it is mutually agreed to by the Union and Employer. Such agreement will be in writing and approved by the Superintendent and/or his designee. Such time during regular working hours shall be working hours computing daily and/or weekly overtime if within the regular schedule of the employee.

#### **ARTICLE IX** **LIMITATIONS OF AUTHORITY AND LIABILITY**

The Union will not authorize, sanction, condone, nor acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind of nature, including, but not limited to, slowdowns, stoppages of any kind, sit-ins, "blue flu," and picketing or demonstrating of any kind, during contracted work hours, in reference to the Gladstone Area Schools. The Employer shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any activities or conduct violating this Article.

#### **ARTICLE X** **MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

This provision shall not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Contract.

#### **ARTICLE XI** **PAID FOR TIME**

All employees covered by this Agreement shall be paid for all time spent in the services of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty. Work will be made available to make up hours that are lost due to half days on the first day of school and two other half days to be designated by the directors, not to include half days paid by outside reimbursement or grants.

#### **ARTICLE XII** **PAY PERIOD**

All employees shall be paid on a bi-weekly basis. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union representatives.

**ARTICLE XIII**  
**UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label. The Union emblem or insignia may be sewn on the uniform.

**ARTICLE XIV**  
**MILITARY SERVICE**

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency respectively, shall upon termination of such service be re-employed in line with his/her seniority at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

**ARTICLE XV**  
**SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

**ARTICLE XVI**  
**INSPECTION PRIVILEGES**

The representatives of the Union shall be permitted at all time to enter upon the Employer's premises and shall have access to the employees during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and inspecting time cards and payroll records of the Employer for the purpose of determining that the terms of the Agreement are complied with.

The Employer shall furnish records to the Union upon request.

The School Board shall provide, also, a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

## **ARTICLE XVII SAFETY**

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of a person or equipment.

## **ARTICLE XVIII TRANSFERS**

Transfers of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

## **ARTICLE XIX JOB POSTING AND BIDDING PROCEDURES**

**SECTION 1.** All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) calendar days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. (See Appendix A for certifications and qualifications). All vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. In addition, the Employer will transmit, by delivery or mail, copies of such postings to the five (5) stewards, designated by the Union. Employees interested shall apply, in writing, within the seven (7) calendar days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a twenty (20) working day trial period to determine:

- A. His/her desire to remain on the job.
- B. His/her ability to perform the job.

**SECTION 2.** The job shall be awarded or denied within seven (7) calendar 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 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 any 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.

**SECTION 3.** During the twenty (20) working day trial period, the employee shall have the opportunity to revert back to his/her former classification. Any employee displaced by the bumping procedure may be awarded the position back if it once again

becomes vacant in thirty (30) calendar days or less. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure. At any time within the twenty (20) working day trial period, if the employee and the Employer mutually agree, the trial period may be waived.

**SECTION 4.** During the trial period, employees will receive the rate of the job they are performing.

**SECTION 5.** Employees required to work in a higher classification shall be paid the rate of the higher classification.

## **ARTICLE XX** **LEAVES OF ABSENCE**

**SECTION 1.** Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, on a non discriminatory basis for:

- A. Serving any elected or appointed position of the Union which would require the employee to function away from the School District.
- B. Maternity leave.
- C. Illness leave (physical or mental) with a doctor's certification.
- D. Prolonged illness immediate family with doctor's certification.
- E. Education leave.

Such leave may be extended for like cause.

**SECTION 2.** The Family and Medical Leave Act of 1993, shall become and is hereby made a part of the Labor Agreement currently in effect between the parties.

**SECTION 3.** An employee shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitled him/her.

**SECTION 4.** Members of the Union selected to attend a function of the Union shall be allowed time off without loss of time and pay to attend.

**SECTION 5.** An employee on leave of absence or layoff status does not accumulate seniority for pay or benefit purposes.

## **ARTICLE XXI** **TEMPORARY ASSIGNMENTS**

**SECTION 1.** Temporary assignments for the purpose of filling vacancies of employees who are absent because of long term illness, or for other valid reasons, will be granted to the senior employee who meets the minimum requirements of such job; however, they must stay within their department\* and building. If the Employer cannot fill the position because no one wants the job, the position shall be filled by a substitute.

If after a six (6) week period the employee, whose absence created the vacancy, is still absent, the position will be posted and granted to the senior employee District-Wide who meets the minimum requirements of such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

**SECTION 2. \*Departments Defined (For Purposes of Temporary Assignments):**

1. High School Secretary
2. Secretary
3. Class I & II Media Assistant
4. Noon Hour Supervisor
5. Maintenance
6. Custodians –Class I & II
7. Cook, Food Service Aide
8. Teacher Aide / Building Aide – Titled and Special
9. Bus Driver
10. Mechanic

\*NOTE: Employees shall be considered to be a member of a department based on the majority of hours worked in an individual classification.

**ARTICLE XXII**  
**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 an employee is not chosen for jury duty or the duty has been cancelled or postponed, the employee will report to work and a job assigned, provided there is a significant portion of the work day remaining.

**ARTICLE XXIII**  
**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 receive, in addition to his/her Workers' Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular weekly income not to exceed thirty (30) working days and must be certified by a physician.

**ARTICLE XXIV**  
**SICK LEAVE**

All employees covered by this Agreement shall accumulate sick leave according to hours worked, whereby thirty (30) hours worked will equate to one hour of sick time earned, not to exceed forty-eight (48) hours per year. Employees hired after July 1, 2005, shall not accumulate any sick days.

All unused sick leave days, up to a maximum of one hundred twenty (120) days, will be paid upon retirement or death of employee with the Employer; and upon death of an employee, all unused sick leave will be paid at the prevailing rate to the employee's beneficiary. The Teamsters and the Board agree to use the Bencor National Government Employees Retirement Plan for the terminal sick leave payment for eligible retiring employees. Employees participating in this plan have the right to move these funds out of this plan to another qualified plan of their choosing, or to receive a lump-sum check for the full or partial amount of their account within a reasonable time after the amount is deposited into the plan.

All employees hired after July 1, 1984, shall be entitled to the same accrual amount and rates EXCEPT upon death or retirement; they shall be eligible to receive a payout of all their accumulated unused sick leave days up to a maximum of one hundred twenty (120) days at the rate of fifty percent (50%) of employee daily salary.

In addition to personal illness or injury, sick leave may be utilized by an employee for the following purpose: seven (7) sick leave days per year, per employee, may be used for sickness or illness in the immediate family. NOTE: For purposes of this section, immediate family shall be as defined under Funeral Leave of this Agreement.

After three (3) consecutive sick days, or a case of abuse of sick leave, the Employer may require an employee to offer proof of illness. If the Employer requires an employee to visit a physician of the Employer's choice, the Employer shall pay the costs in such regard.

#### **ARTICLE XXV FUNERAL LEAVE**

An employee shall be allowed for service attendance a maximum of five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. A work day is defined as a scheduled day of work. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, and grandchildren, or a member of the employee's household.

An employee shall be allowed a maximum of three (3) working days with pay as funeral leave days not to be deducted from sick leave for the death of grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The head steward, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

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

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

- A. For hours in excess of forty (40) in any one (1) week.

- B. For all hours worked on Sunday.
- C. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

**ARTICLE XXVII**  
**VACATION**

Paid vacation is earned after one (1) year of employment. This does not mean "if an employee changes units or time slots they must once again wait a year before they are eligible to use earned vacation." The language states employment, not employed in a particular unit or division. An employee will earn credit toward vacation with pay in accordance with the following schedule:

Nine (9) and Ten (10) Month Employees:

After 1 year of employment	=	5 days vacation
After 8 years of employment	=	12 days vacation
After 16 years of employment	=	16 days vacation

Additional earned vacation days will be awarded on the employee's anniversary date of hire and prorated to the end of the employee's work year.

Nine (9) and ten (10) month employees will be given the option of taking payment for vacation in lieu of vacation. One-half (1/2) of vacation time will be taken when students are not in session. No vacations will be permitted from the first day of school through September 30<sup>th</sup> and May 1<sup>st</sup> through the final day of school. Vacations will be granted at times other than listed above after having been reviewed by the immediate supervisor and the Superintendent of Schools. Vacation time may be used for unpaid scheduled breaks in the school calendar. Nine (9) and ten (10) month employees hired after July 1, 2005 shall receive no vacation.

Twelve (12) Month Employees:

After 1 year of employment	=	10 days vacation
After 8 years of employment	=	15 days vacation
After 16 years of employment	=	20 days vacation

Additional earned vacation days will be awarded on the employee's anniversary date of hire and prorated to the end of the employee's work year.

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 vacation the following year.

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 XXVIII**  
**UNEMPLOYMENT COMPENSATION**

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

**ARTICLE XXIX  
HOLIDAYS**

All twelve (12) month employees will receive seven (7) paid holidays per year, ten (10) month employees shall receive six (6) paid holidays, and nine (9) month employees shall receive five (5) paid holidays.

<u>Nine (9) Month Employees</u>		<u>Ten (10) Month Employees</u>		<u>Twelve (12) Month Employees</u>	
1.	Thanksgiving Day	1.	Labor Day	1.	Labor Day
2.	Christmas Eve Day	2.	Thanksgiving Day	2.	Thanksgiving Day
3.	Christmas Day	3.	Christmas Eve Day	3.	Christmas Eve Day
4.	New Year's Day	4.	Christmas Day	4.	Christmas Day
5.	Memorial Day	5.	New Year's Day	5.	New Year's Day
		6.	Memorial Day	6.	Memorial Day
				7.	July 4 <sup>th</sup>

Should the employee work less than a full day, holiday pay will be prorated according to time worked. The holidays that have been accumulated during the school year will be paid in full at the end of the school year at the employee's prevailing rate.

**ARTICLE XXX  
PERSONAL LEAVE DAYS**

Each employee hired prior to July 1, 2005, shall be granted personal leave not to exceed three (3) days per school year to use at the individual's discretion. Two (2) of the three (3) personal leave days shall be allowed to "carry over" into the next year, if not used by the employee, or the employee may elect to be paid for unused personal days at one-half (1/2) of their hourly rate of pay, up to three (3) days per year. An employee may accumulate five (5) personal leave days. Said days are not to be deducted from accumulated sick leave.

Employees hired after July 1, 2005 shall be granted five (5) paid time off days per school year.

**ARTICLE XXXI  
INSURANCE BENEFITS**

**SECTION 1.** The Employer agrees to furnish to all eligible employees the following insurance protection options:

For the period of July 1, 2015 through June 30, 2019 with a four (4) year commitment to Michigan Conference of Teamsters Welfare Fund the insurance programs will be as follows:

**Michigan Conference of Teamsters Welfare Fund Plan 1111:**

\*\*\*\*\* Date of Plan Change through April 2, 2016 \*\*\*\*\*

The rates for these coverages are guaranteed not to exceed the following:

03/29/15	Through	04/02/16	\$351.75 per week (Current plan rates)
03/29/15	Through	04/02/16	\$345.70 per week



**Michigan Conference of Teamsters Welfare Fund Plan 1113:**

**\*\*\*\*\* Date of Plan Change through April 2, 2016 \*\*\*\*\***

The rates for these coverages are guaranteed not to exceed the following:

03/29/15	Through	04/02/16	\$300.05 per week
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**Michigan Conference of Teamsters Welfare Fund Plan 1112:**

**\*\*\*\*\* With an effective date of 04/03/2016 \*\*\*\*\***

The rates for these coverages are guaranteed not to exceed the following:

04/03/16	Through	04/01/17	\$347.80 per week
04/02/17	Through	03/31/18	\$373.30 per week
04/01/18	Through	03/30/19	\$349.85 per week
03/31/19	Through	06/30/19	Maintenance of Benefits

**Michigan Conference of Teamsters Welfare Fund Plan 1114:**

**\*\*\*\*\* With an effective date of 04/03/2016 \*\*\*\*\***

The rates for these coverages are guaranteed not to exceed the following:

04/03/16	Through	04/01/17	\$299.45 per week
04/02/17	Through	03/31/18	\$315.95 per week
04/01/18	Through	03/30/19	\$310.20 per week
03/31/19	Through	06/30/19	Maintenance of Benefits

**SECTION 2.** Employees hired prior to July 1, 2012 must work thirty (30) hours or more per week to be eligible for insurance benefits and may elect Plans 1111 and 1112 or Plans 1113 and 1114.

Employees hired after June 30, 2012 working thirty-six (36) hours or more per week are eligible for insurance benefits and may elect Plans 1111 and 1112 or Plans 1113 and 1114.

Employees eligible to elect Plans will remain in the elected plan for the duration of the contract.

Employees hired after June 30, 2012 working thirty (30) hours per week but less than thirty-six (36) hours per week are eligible for insurance benefits provided in Plans 1113 and 1114 only.

Insurance benefits for new hires will begin when the employee's weekly work schedule meets the hours of work requirement and the employee has completed the probationary period.

**SECTION 3.** The Employer will pay the full premium cost of any Weekly Disability Benefits, Total and Permanent Disability Benefits, Optical Benefits, and Death/AD & D included in the plan elected.

The Employer will pay eighty percent (80%) of the premium for Medical Benefits, Riders, and Prescription Drug Benefits included in the Plan elected. All premium cost above those remitted by the Employer will be paid by participating employees through regular payroll deduction subject to the District IRS 125 Plan.

Beginning on April 3, 2016 the Employer will provide and pay the cost of the elected plan coverage for employees on short-term disability that exceeds twelve (12) weeks up to a maximum of twenty six (26) weeks.

**SECTION 4. OPT OUT**

**FOR EMPLOYEES ELIGIBLE TO ELECT PLAN COVERAGE:** Employees who have submitted an opt out application to M.C.T.W.F. with a Certificate of Credible Coverage shall on written approval receive \$4,000.00 per year to be paid over twenty (20) pay checks for nine (9) and ten (10) month employees and over twenty-six (26) pay checks for twelve (12) month employees.

**FOR EMPLOYEES LIMITED TO PLAN 1113 AND 1114 COVERAGE:** Employees hired after June 30, 2012 working thirty (30) hours but less than thirty-six (36) hours and who have submitted an opt out application to M.C.T.W.F. with a Certificate of Credible Coverage shall on written approval receive \$3,000.00 per year to be paid over twenty (20) pay checks for nine (9) and ten (10) month employees and over twenty-six (26) pay checks for twelve (12) month employees.

**SECTION 5.** All other eligible employees “**MUST**” participate in the insurance program in accordance with the rules and regulations of Michigan Conference of Teamsters Welfare Fund.

If an employee dies prior to June 30<sup>th</sup> of any given year, and the insurance policy in effect permits continued coverage, the Employer will continue payments of the applicable premiums through the following September 30<sup>th</sup>.

**SECTION 6.** The Employer will provide and pay the full premium cost of Delta Dental 80/80/80 - \$1,000.00 and ortho / 80.

**ARTICLE XXXII**  
**PENSION**

**SECTION 1.** The Pension provisions now in effect for employees covered by this Agreement shall be continued.

**SECTION 2.** The Employer shall continue to pay in full, for each employee, into the Michigan Public School Employees' Pension Fund.

**SECTION 3. Early Retirement Compensation:** An employee who has accrued a minimum of twenty (20) years of service in the Gladstone Area Schools and who will meet State requirements for retirement in a given School year may at his or her option request early retirement upon at least one (1) year's advance written notice. An employee shall not be eligible for such early retirement until he or she has reached at least the age of 46. Retirement as used in this clause shall mean severance of active employment with the Gladstone Area Schools and verification to the Board of an application from the employee to the Michigan Public Schools Employees' Retirement System for Retirement Benefits of such system. The affected employee will notify the

Superintendent of Schools of his or her early retirement, in writing, no later than one (1) year prior to the school year when such retirement will take effect. If an employee wishes to retire prior to the end of such one year notification period, his or her request for early retirement incentive must be agreed to by both the Union and the Board at the public meeting. Applicants who do not notify the Board with the one year prior advance written notice or obtain the mutual consent of the Union and the Board at a public meeting, shall not be eligible for the benefits outlined in this policy. If the employee decides not to retire in the requested school year, they must notify the Superintendent, in writing, prior to April 1<sup>st</sup>.

Qualified retirees shall receive benefits from the following schedule:

30 hours or more per week	-	\$150 per month
25 hours or more per week	-	\$100 per month
20 hours or more per week	-	\$ 75 per month
16 hours or more per week	-	\$ 50 per month
15 hours or less per week	-	NO BENEFIT*

\*HIREES AFTER JULY 1, 1990 - ALL CURRENT EMPLOYEES WILL BE GRANDFATHERED.

Beginning on October 1 of the first school year of their retirement, for a period of seven (7) years. The first payment shall be made on the appropriate October 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) calendar days.

In the event of death of the retiree prior to the seven (7) year period provided herein, whichever occurs first, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the IRS for the same amount of time as if the employee had lived through the applicable payment period.

If a Michigan Court, following exhaustion of all available State appeals, rules that early retirement incentive plans are in violation of law, then this early retirement incentive program described shall be null and void. In such cases, the retiree shall have no cause of action against the Board whatsoever.

Persons retiring due to a medical disability which qualifies them for retirement benefits from Worker's Compensation or any Board provided disability insurance, are not eligible to qualify for benefits under this policy. Once a person is receiving benefits through this policy, however, no subsequent disability will adversely affect those benefits.

The rights of any retiree and the benefits to be paid to the retiree shall be only those specifically set forth herein. Such rights or benefits shall not be altered if this early retirement incentive plan and section, or any amendment or replacement thereof or thereto, should be changed in any way in the future. The retiree shall lose eligibility for the rights and benefits set forth herein, if the employee returns to a regular position for compensation at any level or location.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all liability with respect to any payments provided in the policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein.

**ARTICLE XXXIII**  
**CLASSIFICATIONS AND WAGE SCALE**

Secretarial positions of Secretary to the Principal of a building only will work an eight (8) hour day. The day will be eight and one half (8-1/2) hours long with an unpaid lunch hour and two fifteen (15) minutes breaks. The starting and ending time for daily work periods will be consistent.

**For the employees hired prior to July 1, 2012**  
**The following hourly wage rates will be in effect:**

<b>CLASSIFICATION</b>	<b>8/18/15 + \$.25/hr</b>	<b>7/01/16 + \$.25/hr</b>	<b>7/01/17 + \$.25/hr</b>	<b>7/01/18 + \$.25/hr</b>
<b><u>HIGH SCHOOL SECRETARY</u></b>				
Starting Rate	15.09	15.34	15.59	15.84
One Year Seniority	15.19	15.44	15.69	15.94
Two Years Seniority	15.31	15.56	15.81	16.06
Three Years Seniority	15.41	15.66	15.91	16.16
Four years Seniority	15.51	15.76	16.01	16.26
Five Years Seniority	15.63	15.88	16.13	16.38
<b><u>SECRETARY/ATTENDANCE</u></b>				
Starting Rate	14.78	15.03	15.28	15.53
One Year Seniority	14.90	15.15	15.40	15.65
Two Years Seniority	15.00	15.25	15.50	15.75
Three Years Seniority	15.10	15.35	15.60	15.85
Four years Seniority	15.20	15.45	15.70	15.95
Five Years Seniority	15.32	15.57	15.82	16.07
<b><u>CLASS I MEDIA ASSISTANTS</u></b>				
Starting Rate	14.43	14.68	14.93	15.18
One Year Seniority	14.55	14.80	15.05	15.30
Two Years Seniority	14.65	14.90	15.15	15.40
Three Years Seniority	14.75	15.00	15.25	15.50
Four years Seniority	14.85	15.10	15.35	15.60
Five Years Seniority	14.97	15.22	15.47	15.72
<b><u>CLASS II MEDIA ASSISTANTS</u></b>				
Starting Rate	14.21	14.46	14.71	14.96
One Year Seniority	14.31	14.56	14.81	15.06
Two Years Seniority	14.41	14.66	14.91	15.16
Three Years Seniority	14.53	14.78	15.03	15.28
Four years Seniority	14.63	14.88	15.13	15.38
Five Years Seniority	14.73	14.98	15.23	15.48
<b><u>TITLE I PARAPROFESSIONAL / TEACHER AIDE / BUS AIDE</u></b>				
Starting Rate	14.07	14.32	14.57	14.82
One Year Seniority	14.19	14.44	14.69	14.94
Two Years Seniority	14.29	14.54	14.79	15.04
Three Years Seniority	14.39	14.64	14.89	15.14
Four years Seniority	14.49	14.74	14.99	15.24
Five Years Seniority	14.61	14.86	15.11	15.36
<b><u>MAINTENANCE</u></b>				
Starting Rate	16.34	16.59	16.84	17.09
One Year Seniority	16.44	16.69	16.94	17.19
Two Years Seniority	16.54	16.79	17.04	17.29
Three Years Seniority	16.66	16.91	17.16	17.41
Four years Seniority	16.76	17.01	17.26	17.51
Five Years Seniority	16.86	17.11	17.36	17.61

**For the employees hired prior to July 1, 2012**  
**The following hourly wage rates will be in effect:**

<b>CLASSIFICATION</b>	<b>8/18/15 + \$.25/hr</b>	<b>7/01/16 + \$.25/hr</b>	<b>7/01/17 + \$.25/hr</b>	<b>7/01/18 + \$.25/hr</b>
<b>CLASS I CUSTODIAN / MAINTENANCE (Grandfathered)</b>				
Starting Rate	14.93	15.18	15.43	15.68
One Year Seniority	15.03	15.28	15.53	15.78
Two Years Seniority	15.13	15.38	15.63	15.88
Three Years Seniority	15.25	15.50	15.75	16.00
Four years Seniority	15.35	15.60	15.85	16.10
Five Years Seniority	15.45	15.70	15.95	16.20
<b>CLASS II CUSTODIAN</b>				
Starting Rate	14.67	14.92	15.17	15.42
One Year Seniority	14.77	15.02	15.27	15.52
Two Years Seniority	14.87	15.12	15.37	15.62
Three Years Seniority	14.99	15.24	15.49	15.76
Four years Seniority	15.09	15.34	15.59	15.86
Five Years Seniority	15.19	15.44	15.69	15.96
<b>COOK</b>				
Starting Rate	14.21	14.46	14.71	14.96
One Year Seniority	14.31	14.56	14.81	15.06
Two Years Seniority	14.41	14.66	14.91	15.16
Three Years Seniority	14.53	14.78	15.03	15.28
Four years Seniority	14.63	14.88	15.13	15.38
Five Years Seniority	14.73	14.98	15.23	15.48
<b>FOOD SERVICE AIDE</b>				
Starting Rate	13.54	13.79	14.04	14.29
One Year Seniority	13.64	13.89	14.14	14.39
Two Years Seniority	13.74	13.99	14.24	14.49
Three Years Seniority	13.86	14.11	14.36	14.61
Four years Seniority	13.96	14.21	14.46	14.71
Five Years Seniority	14.06	14.31	14.56	14.81
<b>NOON HOUR SUPERVISOR</b>				
Starting Rate	13.54	13.79	14.04	14.29
One Year Seniority	13.64	13.89	14.14	14.39
Two Years Seniority	13.74	13.99	14.24	14.49
Three Years Seniority	13.86	14.11	14.36	14.61
Four years Seniority	13.96	14.21	14.46	14.71
Five Years Seniority	14.06	14.31	14.56	14.81
<b>BUS DRIVER</b>				
Starting Rate	16.34	16.59	16.84	17.09
One Year Seniority	16.44	16.69	16.94	17.19
Two Years Seniority	16.54	16.79	17.04	17.29
Three Years Seniority	16.66	16.91	17.16	17.41
Four years Seniority	16.76	17.01	17.26	17.51
Five Years Seniority	16.86	17.11	17.36	17.61
<b>MECHANIC</b>				
Starting Rate	17.72	17.97	18.22	18.47
One Year Seniority	17.82	18.07	18.32	18.57
Two Years Seniority	17.92	18.17	18.42	18.67
Three Years Seniority	18.03	18.28	18.53	18.78
Four years Seniority	18.14	18.39	18.64	18.89
Five Years Seniority	18.24	18.49	18.74	18.99

**For the employees hired after June 30, 2012**  
**The following hourly wage rates will be in effect:**

<b>CLASSIFICATION</b>	<b>8/18/15 + \$.25/hr</b>	<b>7/01/16 + \$.25/hr</b>	<b>7/01/17 + \$.25/hr</b>	<b>7/01/18 + \$.25/hr</b>
<b>HIGH SCHOOL SECRETARY</b>				
Starting Rate	12.09	12.34	12.59	12.84
One Year Seniority	12.44	12.69	12.94	13.19
Two Years Seniority	12.81	13.06	13.31	13.56
Three Years Seniority	13.16	13.41	13.66	13.91
Four years Seniority	13.51	13.76	14.01	14.26
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>SECRETARY/ATTENDANCE</b>				
Starting Rate	11.78	12.03	12.28	12.53
One Year Seniority	12.15	12.40	12.65	12.90
Two Years Seniority	12.50	12.75	13.00	13.25
Three Years Seniority	12.85	13.10	13.35	13.60
Four years Seniority	13.20	13.45	13.70	13.95
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>CLASS I MEDIA ASSISTANTS</b>				
Starting Rate	11.43	11.68	11.93	12.18
One Year Seniority	11.80	12.05	12.30	12.55
Two Years Seniority	12.15	12.40	12.65	12.90
Three Years Seniority	12.50	12.75	13.00	13.25
Four years Seniority	12.85	13.10	13.35	13.60
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>CLASS II MEDIA ASSISTANTS</b>				
Starting Rate	11.21	11.46	11.71	11.96
One Year Seniority	11.56	11.81	12.06	12.31
Two Years Seniority	11.91	12.16	12.41	12.66
Three Years Seniority	12.28	12.53	12.78	13.03
Four years Seniority	12.63	12.88	13.13	13.38
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>TITLE I PARAPROFESSIONAL / TEACHER AIDE / BUS AIDE</b>				
Starting Rate	11.07	11.32	11.57	11.82
One Year Seniority	11.44	11.69	11.94	12.19
Two Years Seniority	11.79	12.04	12.29	12.54
Three Years Seniority	12.14	12.39	12.64	12.89
Four years Seniority	12.49	12.74	12.99	13.24
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>MAINTENANCE</b>				
Starting Rate	13.34	13.59	13.84	14.09
One Year Seniority	13.69	13.94	14.19	14.44
Two Years Seniority	14.04	14.29	14.54	14.79
Three Years Seniority	14.41	14.66	14.91	15.16
Four years Seniority	14.76	15.01	15.26	15.51
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			

**For the employees hired after June 30, 2012**  
**The following hourly wage rates will be in effect:**

<b>CLASSIFICATION</b>	<b>8/18/15 + \$.25/hr</b>	<b>7/01/16 + \$.25/hr</b>	<b>7/01/17 + \$.25/hr</b>	<b>7/01/18 + \$.25/hr</b>
<b>CLASS II CUSTODIAN</b>				
Starting Rate	11.67	11.92	12.17	12.42
One Year Seniority	12.02	12.27	12.52	12.77
Two Years Seniority	12.37	12.62	12.87	13.12
Three Years Seniority	12.74	12.99	13.24	13.49
Four years Seniority	13.09	13.34	13.59	13.84
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>COOK</b>				
Starting Rate	11.21	11.46	11.71	11.96
One Year Seniority	11.56	11.81	12.06	12.31
Two Years Seniority	11.91	12.16	12.41	12.66
Three Years Seniority	12.28	12.53	12.78	13.03
Four years Seniority	12.63	12.88	13.13	13.38
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>FOOD SERVICE AIDE</b>				
Starting Rate	10.64	10.89	11.14	11.39
One Year Seniority	10.89	11.14	11.39	11.64
Two Years Seniority	11.24	11.49	11.74	11.99
Three Years Seniority	11.61	11.86	12.11	12.36
Four years Seniority	11.96	12.21	12.46	12.71
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>NOON HOUR SUPERVISOR</b>				
Starting Rate	10.64	10.89	11.14	11.39
One Year Seniority	10.89	11.14	11.39	11.64
Two Years Seniority	11.24	11.49	11.74	11.99
Three Years Seniority	11.61	11.86	12.11	12.36
Four years Seniority	11.96	12.21	12.46	12.71
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>BUS DRIVER</b>				
Starting Rate	13.34	13.59	13.84	14.09
One Year Seniority	13.69	13.94	14.19	14.44
Two Years Seniority	14.04	14.29	14.54	14.79
Three Years Seniority	14.41	14.66	14.91	15.16
Four years Seniority	14.76	15.01	15.26	15.51
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			
<b>MECHANIC</b>				
Starting Rate	16.22	16.47	16.72	16.97
One Year Seniority	16.44	16.69	16.94	17.19
Two Years Seniority	16.67	16.92	17.17	17.42
Three Years Seniority	16.90	17.15	17.40	17.65
Four years Seniority	17.14	17.39	17.64	17.89
Ten Years Seniority	Pre July 1, 2012 rate less \$1.00			
Fifteen Years Seniority	Pre July 1, 2012 rate			

Bus Drivers: Extra runs will be on an alternating basis between Bargaining Unit employees in the Transportation Department. Senior employees will be awarded the first extra runs of the fiscal year. Employees who have signed the Bus Driver sub list will be offered extra runs prior to the use of non-bargaining unit substitute drivers.

For "extra trips," bus drivers will be paid minimum wage at time and one half (1-1/2).

Bus Servicing: Each driver will be allowed twenty-five (25) minutes for up to two (2) runs per day (maximum). This time is to be used for gassing of bus, the cleaning inside and outside of bus. Additionally, those drivers with Noon bus runs shall receive ten (10) minutes of paid "sweeping time" per day.

Radios will be manned until the last driver returns to the building.

The School District will implement direct billing for bus driver physicals. Allowed amount will be \$85.00 bi-annually or \$60.00 annually. Physicals must be done prior to the start of the school year.

Longevity: The employee 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 period following their seniority date. Longevity will be based on the following years of employment:

<u>Years of Employment:</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>
Percentage Increase Per Hour:	3%	3%	3%	3%	3%

## **ARTICLE XXXIV** **MISCELLANEOUS**

**SECTION 1.** There shall be no split shifts generally, except in the case of an emergency, illness, Bus Driver schedules, or employee schedule in two (2) or more separate classifications.

**SECTION 2.** The Employer agrees to respect the defined bargaining unit and shall not direct nor permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

The Transportation Director, Maintenance Director, and Food Service Director, in their department, may do any bargaining unit work performed under extenuating circumstances as long as it does not result in loss hours for bargaining unit members.

**SECTION 3.** The Employer will continue its present policy on snow days allowed by the State: If employees are working when school is closed, the employees will complete their shift, unless the Employer releases them. Otherwise, the employees will not be required to report to work unless called in, and will be paid for the shift. If called in, an employee will work as directed and will be given an equivalent amount of time off at a later, mutually agreed upon time.



Snow days, in addition to those allowed by the State, must be worked at the designated time built into the school calendar. There will be no additional pay for snow-makeup days. Depending on the number of snow days, the school calendar may have to be extended to conform to state law.

**SECTION 4. School Calendar** – The Union will have the same number of representatives on the School Calendar Committee as the other unionized employees of the school district.

**SECTION 5. Custodian Saturday pay** - \$10.00 per hour.

**SECTION 6.** Every effort will be made to accommodate breaks for individualized aides.

**SECTION 7.** A flat rate of \$10.40 per hour will be paid for summer cleaning.

**SECTION 8.** Employees covered by the Agreement will be reimbursed one half (1/2) the cost of mandated fingerprinting.

#### **ARTICLE XXXV** **SUBSTITUTE WORK**

The Employer shall allow employees to do substitute work for other co-workers under the following conditions:

- A. Sub lists will be provided for all school supervisors/directors and Union stewards at the completion of fourteen (14) calendar days from the start of the school year. Lists will be compiled from employees who specify which positions they wish to sub for, in writing, at the start of the school year. The Union stewards will help to compile the lists if so desired by the Employer. Lists will be allowed to be updated during the year only if a position has changed as far as building location or job due to bumping, job change, or a new hire.
- B. Strict seniority shall be observed according to department and the building (Jones/Middle School are one complex) the employee is presently stationed at. If no one is available from that building or department, subbing will be at the discretion of the supervisor or director.
- C. Any extra work will only be allowed if it does not have an impact on the employee's present position, or if an overlap of time does occur, it is mutually agreed upon by the building supervisor/director and employee. Positions assigned to specific students or groups of students will be excluded from "bumping up" to substitute in other positions (TEACHER AIDE, BUILDING AIDE, BUS AIDE, BUS DRIVER). Overnight trips are exempt from the provisions of this Section.
- D. A flat rate of pay for substitute work will be \$10.75 per hour for work outside of the employee's department. Extra hours of work within an employee's regular department will not be considered substitute work and will be paid at the employee's regular rate.

**ARTICLE XXXVI**  
**TERMINATION OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect from July 1, 2015, to and including June 30, 2019, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

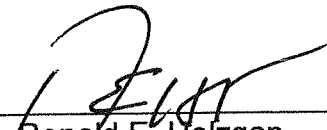
**SECTION 2.** It is provided further that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2019, or June 30<sup>th</sup> of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revision if the parties fail to agree thereon.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF EDUCATION  
GLADSTONE AREA SCHOOLS**

**GENERAL TEAMSTERS  
LOCAL UNION NO. 406**


BY:   
Dr. Jay Kulbertis  
Superintendent

BY:   
Ronald E. Holzgen  
Secretary-Treasurer  
Principal Officer

Date: 9/22/15

Date: 9/28/2015

BY: \_\_\_\_\_  
\_\_\_\_\_

BY:   
Kevin Keveney  
Business Agent

Date: \_\_\_\_\_

Date: 9/21/2015

## APPENDIX A

### **CLASSIFICATION AND MINIMUM REQUIREMENTS As of 2002-2003**

1. Class I Media Assistant
2. Class II Media Assistant
3. High School Secretary
4. Building Secretary
5. Bus Driver
6. Mechanic
7. Food Service Aide
8. Noon Hour Supervisor
9. Cook
10. Title I Para-Professional / Teacher Aide / Building Aide / Bus Aide
11. Maintenance / Custodian (grandfathered)
12. Custodian II
13. Maintenance

Classifications and Minimum Requirements may change at any time during the duration of this contract providing a mutual agreement is reached between the Employer (Gladstone Area Schools) and Teamsters Local 406 and Stewards.

#### **Note: TESTING**

All candidates will be tested prior to receiving a thirty (30) day trial period. The candidate will receive training during the trial period. After the trial period, there will be post-test. Any new testing material will be mutually agreed upon by the Union and school district.

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**CLASS I MEDIA ASSISTANT**

Certification:

1. High School Graduate
2. Valid Driver's License
3. State of Michigan Library Certification
4. Experience

Qualifications:

1. Technology proficient (all aspects)
2. Excellent writing and communication skills
3. Typing and filing skills
4. Understanding of basic library functions
5. Essential function test for Media Assistant (90% passing requirement)
6. Experience in working with children

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**CLASS II MEDIA ASSISTANT**

Certification:

1. High School Graduate
2. Valid Driver's License
3. Library experience preferred

Qualifications:

1. Excellent writing and communication skills
2. Typing and filing skills
3. Understanding of basic library functions
4. Experience in working with children
5. Knowledgeable in Media Technology
6. Basic function test (70% passing requirement)

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**HIGH SCHOOL SECRETARY**

**Minimum Requirements:**

1. High School Graduate. Associate Degree in Business/Accounting preferred or equivalent experience
2. Extensive knowledge in computers
3. Valid Driver's license
4. Excellent writing and communication skills
5. Three to five years experience in responsible position
6. First aid training
7. Proficiency Test designed by Immediate Supervisor and reviewed by Union Steward (70% passing requirement)

**Qualifications:**

1. High degree of proficiency in office procedures, typing and office machines
2. Performs duties of receptionist
3. Good organizational skills
4. Maintains respect at all times for confidential information
5. Prepares charts, schedules, newsletters, reports, student records, etc., using various software programs
6. Acts as a bookkeeper and maintains ledgers and necessary record books for the school activity accounts

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**BUILDING SECRETARY**

Minimum Requirements:

1. High School Graduate
2. Valid Driver's license
3. Secretarial experience required
4. Extensive knowledge in computers
5. Knowledge of bookkeeping procedures
6. First aid training
7. Proficiency Test designed by Immediate Supervisor and reviewed by Union Steward (70% passing requirement)

Qualifications:

1. High degree of proficiency in office procedures, typing and office machines
2. Performs duties of receptionist
3. Maintains respect at all times for confidential information
4. Prepare charts, schedules, newsletters, reports, student records, etc., using various software programs
5. Good organizational skills

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**BUS DRIVER**

Certification:

1. Class B CDL with airbrake and school bus endorsement
2. Good driving record (background check)
3. Physical required per CDL requirement
4. High School Diploma (GED)

Qualifications:

1. CPR training and first aid (during probationary period)
2. Random DOT drug and alcohol testing as mandated by Federal Laws
3. Required to lift and maneuver students with physical needs

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**MECHANIC**

Certification:

1. CDL and BP endorsement
2. High School Graduate (GED)
3. Physical required
4. Certification

Qualifications:

1. Written
2. Knowledge of the following:
  - A. Diesel
  - B. Welding
  - C. Air brake systems
  - D. Electrical systems
  - E. Suspensions
  - F. Fuel systems
3. Field test (hands on field test)
4. Required to lift 60-70 pounds



**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**FOOD SERVICE AIDE**

**Minimum Requirements:**

1. High School Graduate (GED)
2. Valid Driver's license

**Qualifications:**

1. Knowledge of basic math skills
2. Basic communication skills

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**NOON HOUR SUPERVISOR**

**Minimum Requirements:**

1. High School Graduate (GED)
2. Valid Driver's license

**Qualifications:**

1. Knowledge of basic math skills
2. Basic communication skills

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**COOK**

**Minimum Requirements:**

1. High School Graduate (GED)
2. Valid Driver's license

**Qualifications:**

1. Knowledge of basic math skills
2. Basic communication skills
3. Experience in quantity food production
4. Ability to prepare inventory

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**TITLE 1 PARAPROFESSIONAL /**  
**TEACHER AIDE / BUILDING AIDE / BUS AIDE**

Minimum Requirements / Certification:

1. Associate Degree or any 4-year degree or have taken and passed the Michigan No Child Left Behind ACT WORKKEYS (PCTA) formal assessment test approved by the Michigan State Board of Education by June 30, 2006
2. Extensive knowledge with computers and various software programs
3. Previous classroom experience
4. Valid Driver's license

Qualifications:

1. Knowledge in core subjects: math, science, reading, and social studies
2. Work with parents under the supervision of the teacher
3. Work cooperatively in a team teaching model
4. Ability to assist in the instruction as directed by the teacher
5. Ability to control disruptive behavior as trained by the teacher
6. Ability to lift and maneuver students with physical disabilities
7. Required attendance at in-service workshops as directed

Summer school aide positions will be open to all highly qualified current Bargaining Unit employees who have tested out on Work Keys prior to opening the position to other District employees or hiring outside of the District. If a Title I position requires a posting during the school year and no employee meeting the required qualifications signs the posting, the School District will consider the qualifications of current employees prior to hiring outside the District.

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**MAINTENANCE / CUSTODIAN (DISTRICT-WIDE)**  
**(Current custodians are grandfathered – July 1, 1999)**

Minimum Requirements:

1. High School Graduate (GED)
1. Valid Driver's license
3. Experience in maintaining and cleaning a large building

Qualifications:

1. Required to lift a minimum of 60 pounds
2. Ability to work at various heights
2. Experience in maintaining school grounds: lawns, snow, litter, trimming, etc.
4. Accept responsibility for the care, condition, appearance, repair or replacement of all physical equipment, building, facilities, and grounds (plumbing, boilers, electrical and air exchange)

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**CUSTODIAN II**

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's license
3. Experience in maintaining and cleaning a large building

Qualifications:

1. Operation of power equipment (scrubber, lawn mower, weed eater, drill, snow blower, etc.)
2. Make minor maintenance repairs (desk, windows, lights, etc.)
3. Maintain school grounds (lawn, snow, litter, etc.)
4. Ability to work at various heights
5. Required to lift a minimum of 60 pounds

**CLASSIFICATION AND MINIMUM REQUIREMENTS**  
**MAINTENANCE POSITION (DISTRICT-WIDE)**

Minimum Requirements:

1. High School Graduate (GED)
2. Valid Driver's License
3. Experience in maintaining and cleaning a large building
4. Experience with carpentry, mechanical work, plumbing and electrical

Qualifications:

1. Required to lift a minimum of 60 pounds
2. Ability to work at various heights
3. Experience in maintaining school grounds (lawns, snow, trimming, etc.)
4. Required skills to make repairs of physical equipment, building remodeling and renovations
5. Maintain all motors and other mechanical equipment requiring servicing
6. Regulate heat, ventilation and air conditioning systems to provide temperatures related to seasons
7. Skills required to perform plumbing, electrical, air exchanges and boiler duties