

Agreement Between

**KEARSLEY COMMUNITY
SCHOOL &
LOCAL 1811**

July 1, 2012 – June 30, 2015

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AGREEMENT

This Agreement is effective July 1, 2012, by and between the Kearsley School District Board of Education, hereinafter referred to as the "Board" and the International Union United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union 1811, hereinafter referred to collectively as the "Union."

ARTICLE I

Recognition

1. The Board hereby recognizes the UAW as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees as set forth in Article V, paragraph 5, excluding lunchroom monitors, playground monitors, substitute and supervisory employees.
2. The Board agrees not to negotiate with any employee organization other than the UAW for the duration of this Agreement.
3. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, and hours of employment or other conditions of employment which shall prevail during the terms of the Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. During the term of this Agreement, the Agreement can only be changed by amendment, alteration, addition or deletion by written agreement signed by both the employer and the Union.
4. Unless otherwise indicated, use of the term "Employee/Bargaining Unit Member," when used hereinafter in this Agreement, shall refer to all members of the above defined bargaining unit, and the term "Employer/Board" shall refer to Kearsley School District Board of Education.

ARTICLE II

Management Rights

1. It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, 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 the United States.
2. The rights and responsibilities exercised by the Board shall be in conformity with the provisions of this Agreement.
3. Fair Employment Practice: The Board and the Union recognize their respective responsibilities under federal and state laws and regulations relating to fair employment

practice. The Board and the Union affirm their commitment not to discriminate with respect to bargaining unit jobs because of race, religion, color, sex, age, national origin, or handicap, Vietnam era and special disabled veterans and to administer this Agreement in accordance with applicable fair employment practices, laws and regulations.

4. Nothing herein shall be construed to prohibit the employer from temporarily using the foremen, supervisors, or volunteers excluded from the bargaining unit for the performance of work usually performed by the bargaining unit employees, for the purpose of training or instruction, in cases of emergency or for minimal custodial and maintenance, provided the performance of such work is done during regular working hours and does not result in the lay-off of a bargaining unit employee. (This language is not intended to prohibit work by coaches and others on the District's grounds and athletic facilities at times other than outlined above.) This language applies to custodial/maintenance/grounds classification.

5. The right of contracting and sub-contracting is vested in the employer. It is understood that should the Board contract bargaining unit work, it will discuss with the Union the impact on bargaining unit employees.

ARTICLE III

Strikes and Lockouts

During the life of this Agreement the Union agrees that neither it nor any of its members shall cause, engage in, or sanction any strike, slowdown or any other concerted action that disrupts school services and/or the educational process.

During the life of this Agreement, the Board agrees that it will not institute a lockout.

ARTICLE IV

Member Rights

1. Nothing contained herein shall be construed to alter or restrict any employees' rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

2. The Board agrees to make available to the Union all available information as prescribed by law.

3. Adequate parking facilities shall be made available to employees.

4. Union Shop. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union on or before the thirtieth (30th) day following the effective date of this Agreement, or on or before the thirtieth (30th) day of employment, whichever is later, and shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.

An employee whose membership in the Union is terminated by reason of the failure of the employee to tender such initiation fee or dues shall not be retained as a bargaining unit employee for more than three (3) working days following written notification to the Board of such termination of membership.

The Union shall hold the Board harmless from any and all claims, demands, suits, and other forms of liability by reason of actions taken by the Board for the purpose of complying with this section.

Check-off. The Board agrees to deduct from the pay of members of the Union, who individually authorize such deductions in writing to the Board on authorization cards, the regular monthly union dues and initiation fees. The monthly dues shall be deducted and, together with a list of names, home address, date of hire and hourly wage rate of the Union members for whom such deductions have been made, shall be forwarded to the Financial Secretary of the Local Union no later than the twenty-fifth (25th) day each month in which such deductions are made. The Union shall furnish to the Board authorization cards for deductions referred to previously.

During the term of this Agreement, the Board, at the time of hire into a bargaining unit job, shall provide to a new or rehired employee an "Authorization for Check-off of Dues" card.

The Union shall give the Board written notice of any variations in dues initiation fee deductions at least thirty (30) days prior to the calendar date on which deductions are to be made. The authorizations for deductions shall be irrevocable for periods as outlined on the authorization cards submitted. At the end of each calendar year, the Board will show the total amount of Union dues deducted from the previous year on the employee's W-2 form.

V-CAP Check-off. During the life of this Agreement, the Board agrees to deduct, from the pay of each employee covered by this Agreement, voluntary contributions to U.A.W. V-CAP provided that such employee executes or has executed the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form.

A properly executed copy of the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form for each employee for whom voluntary contributions to U.A.W. V-CAP are to be deducted hereunder, shall be delivered to the Board before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.

Deductions shall be made only in accordance with the provisions of and in the amount designated in said the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form, together with the provisions of this section of the Agreement.

Deductions shall be made, pursuant to the forms received by the Board, from the employee's first pay received each month so long as the employee's authorization has not been revoked and is still in effect.

The Board will remit said deductions to U.A.W. V-CAP, Bank One, Dept. #78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232, each month. The Board further agrees to furnish U.A.W. V-CAP with the names of those employees from whom

deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

5. Union Representation. For the disposition of grievances, and for the purpose of negotiations, there will be one (1) chairperson plus two (2) Committee people. The Chairperson and the Committee people will act as the Union Representative in a designated area of responsibility. At the Union's discretion, additional representatives may be added.

There will be an Alternate to handle the duties of each Committee person in their absence. An Alternate will not handle duties reserved to the Chairperson.

The names of all such Union representatives, and their areas of representation, will be given to the Board by the Union Chair, in writing.

The Union Representative will notify their direct supervision when they are conducting any Union business and will notify the affected employee's supervisor that they are entering the department on Union business.

The denial of Union representation and/or retaliation for seeking Union representation in accordance with the labor agreement is a direct violation of the National Labor Relations Act.

6. Right to Representation for Discipline. Any employee may, upon request, obtain the presence of the Union Representative when removed from work for the purpose of discipline. When it is apparent discipline will be imposed, the employee(s) involved may request participation by the Union Representative and, if requested, the conversation will not continue until the Union Representative is present. At that point, the supervisor will advise the employee and the Union Representative of the discipline contemplated and the reason for it. The Union Representative shall, upon request, be granted a reasonable opportunity to caucus privately prior to the actual imposition of discipline.

Timely service is a primary obligation to be provided by the Board and by the employees. Consequently, matters between the Union Representative and the employee will take place at the earliest practical time, without loss of pay if on working time, which does not adversely affect or detract from the District's welfare nor delay the right to representation beyond twenty-four (24) hours.

Time for Processing Grievances. In carrying out the steps of the grievance procedure, it may be necessary for an employee and/or Union Representative to be released from work for the presentation or discussion of a grievance. However, an employee or Union Representative shouldn't leave work for any grievance processing purpose without notifying the immediate supervisor. The request to leave will not be denied or delayed unreasonably. If, in the judgment of the immediate supervisor, the nature of the employee's work requires that it be covered by another employee, the immediate supervisor will arrange for such a replacement employee as promptly as is reasonably possible under the circumstances, but in no event longer than twenty-four (24) working hours. If the Union Representative's business requires that he enter another department, the Union Representative is to inform that department's supervisor of his presence and the reason for his visit.

Any meeting called pursuant to the grievance procedure will be scheduled at a mutually convenient time likely to cause the least disruption of work of the employee(s) involved in the meeting. An employee who is released from his work for a meeting with the Board (including grievance meetings other than arbitration hearings), or for reasonable amounts of time for investigation of grievances, will be paid his regular hourly rate for scheduled work missed because of such Union business.

It is the mutual goal of the parties to achieve the prompt processing of grievances and the fair disposition of them with a minimum loss of work time.

Other Union Business. If a member of the Committee, a Local official or any delegate of the Union, wishes to leave the office on Union business, a request for this is to be made as far in advance as possible by the President of the Local Union or by the International Representative. The Board will honor the requests subject to the efficiency of operation, and agrees to pay up to five (5) such days each contract year.

Furthermore, the Board agrees to pay the bargaining committee during negotiations held during regular work hours.

7. The Board shall provide the Union with copies of this Agreement.

8. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect, as permitted by law.

9. Successor Employer: This Agreement shall be binding upon the successors and assigns of the parties hereto for the duration of this Agreement, and no provision, terms or obligations herein contained shall be changed without mutual agreement of the parties to this Agreement.

10. The Union and its members shall have the right, upon proper request, to use school building facilities at all reasonable hours for meetings. The Administration may designate a building and/or room in advance. No employees shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards and other established media-or communication shall be made available to the Union and its members.

11. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as described in the Recognition Article, shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining negotiations, and other legal activities for mutual aid and protection.

As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any non-teaching employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment specified by this Agreement.

12. The Board agrees to provide a direct deposit plan for those bargaining unit members properly enrolled in participating financial institutions.

It is understood that those wishing to enroll, make changes (once enrolled), or drop from participation, shall make all such arrangements through the financial institutions, shall furnish all necessary information, forms, authorizations, etc., to the Business Office of the Kearsley Community Schools.

13. Other voluntary deductions:

- A. Applicable insurances
- B. Union dues
- C. U.S. Government Bonds
- D. United Way/Kearsley Educational Foundation
- E. Annuities as agreed (10 employees for any new carrier)
- F. V-CAP
- G. Other deductions as approved by the Administration and Union.

14. When it is necessary for an employee to use his/her own vehicle in the course of his employment, the employee shall be paid at current IRS rate.

15. The Board will reimburse a bargaining unit member for losses, damage or destruction of personal property which is necessary to the performance of working duties of the member while on duty in a school or on a school premises or approved school business (field trips, etc.). The Board will reimburse any employee for losses upon a written request for such reimbursement, presented to the Board within two weeks of incurring the loss.

16. In classrooms operated by the Kearsley Community Schools, a written statement by the Board governing use of corporal punishment of students shall be publicized to members in the Kearsley School District, School Policy manual for review. A member may, at all times, use such force as is necessary to protect him/herself, a fellow worker or administrator, or a student, from attack, physical abuse or injury. The Board agrees to indemnify workers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.

Members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of malice for any damage or loss to person or property.

17. Each member shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may be requested to accompany the member in such review. The employee and the Union Representative, if accompanying the member in review, shall sign and date the record to signify he/she has reviewed his/her file and is aware of the contents, but in no instance shall said signature be interpreted to mean agreement with content.

18. Any complaints regarding a member made to the administration by any parents, student or another person of said member's performance will be promptly called to the member's attention. The member may submit a written notation regarding the incident or incidents in question and same shall be attached to the official file copy of the material. A member believing a complaint to be inappropriate or in error, may seek removal of the official file copy through the grievance procedure.

19. No member of the Board shall respond to a public complaint regarding the individual employee at a Board of Education meeting.

Should a party wish to lodge a complaint against an employee at a public Board meeting, the Board shall set a special meeting to hear the complaint or hear it at the next scheduled Board meeting, provided the member has a minimum of one week's notice and is provided the opportunity to be present at the meeting. At the request of the employee in question, the Board shall move to Executive Session, barring all persons not directly involved from the

proceedings. The affected member shall also be free to have representation of his/her own choosing present at all times.

If, after proper notification to the employee as described above, the employee declines or refuses to be present, the Board shall be free to conduct its affairs in regard to same, in whatever manner it considers to be reasonable.

20. No material, including but not limited to, student, parental, or school complaints originating after initial employment, will be placed in his/her personnel file unless the member has had an opportunity to review the material. Complaints against the member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The member may submit a written notation regarding any material including complaints, and same shall be attached to the file copy of the material in question. If the material to be placed in the file is in error, the material will be corrected or expunged from the file, whichever is appropriate. When a member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material. Any recommendations, written or oral, made to any party outside of the Kearsley Community School District shall be based solely on factual information previously disclosed to the member.

21. PROGRESSIVE/CORRECTIVE DISCIPLINE POLICY

Good discipline is a serious matter. It is an essential part of managing our school district, so that our employees can be treated fairly while working safely and efficiently together as a team.

There can be no mechanical formula for establishing disciplinary action, but the following important factors will be considered in all cases:

1. The seriousness of the offense
 2. The employee's past record
 3. The circumstance surrounding each particular case
- A. No employee shall be disciplined or deprived of any employment advantage without just cause. Discipline shall include counseling, reprimands, suspensions and discharge. Such discipline shall be subject to the grievance procedure, including arbitration. It is further recognized that duly authorized administrative staff shall make the specific recommendation forming the basis for disciplinary action available to the employee and the Union in writing. Prior to taking disciplinary action, the supervisor shall investigate the situation.
- B. Discipline will require a pre-disciplinary hearing, including the following components:
1. Employee representation
 2. Notice of concern
 3. Submission/indication of current information
 4. Initial opportunity for employee to answer charges verbally/in writing (determine time line)
 5. Notice of continuing investigation
 6. Notice of potential consequences
 7. Establish date for follow up/disciplinary hearing
- C. An employee who is to be given disciplinary action shall have union representation. All disciplinary action shall be noted in writing. The written notification shall

include the date, reason, and form of disciplinary action taken with potential consequences for further action. Copies shall be provided to the employee, representative, the president of the Union, and the employee's personnel file. The employee will be allowed to discuss his/her discipline or discharge with the Union Representative in a private area made available by the employer before he/she is required to leave the property of the employer. In emergency situations, the employer has the right to order the employee to immediately leave the premises, at which time the employee shall immediately notify the appropriate union official.

- D. Such copies shall include the employee's name, the date, the date of the offense, the nature of the offense, the disciplinary action to be taken with potential consequences for repeated offenses, the level of the offense, and the name of the Union Representative present.
- E. In imposing discipline, the Board shall, except in serious cases follow the principle of progressive/corrective discipline, i.e., warning, written reprimand, suspension (with or without pay), or discharge as follows:
 - 1. FIRST OFFENSE: counseling (followed up with written documentation)
 - 2. SECOND OFFENSE: written reprimand
 - 3. THIRD OFFENSE: written offense, up to ten (10) work days suspension
 - 4. FOURTH OFFENSE: written reprimand, up to thirty (30) work days suspension
 - 5. FIFTH OFFENSE: suspension with recommendation for discharge

A. Counseling

The purpose of counseling is for the supervisor to put an employee on notice that in the opinion of the supervisor the employee is not performing his/her duties at a satisfactory level. The purpose of the counseling is to correct the behavior without further action. To be sure there is no dispute that counseling occurred, a note would be placed in an employee's file confirming such counseling. The employee will have an opportunity to sign this document. The signature only acknowledges receipt.

By way of example and not by way of limitation, the following actions warrant counseling as an initial step in correcting the behavior.

- 1. Tardiness for work
- 2. Failure to report to work without advance notice
- 3. Leaving a work area without prior approval
- 4. Failure to satisfactorily perform the duties of the job description
- 5. Smoking in an unauthorized area

B. Written Reprimand

The purpose of a written reprimand is to place the employee on notice that his/her conduct is of concern to the supervisor and will not be allowed to continue.

By way of example and not by way of limitation, the following are grounds for written reprimands:

- 1. The repetition of any act enumerated in Section A within six (6) months, provided that counseling was given at the time of the previous incident.
- 2. Misconduct which may be a first offense, but for which counseling would be insufficient, such as:

- a. Willful refusal to obey directives to do an assignment, unless such an assignment would be immoral, illegal, unsafe or unhealthy.
- b. Violation of traffic laws while operating school vehicles.
- c. Violation of safety rules.

C. Suspension

Suspension without pay for up to ten (10) work days may be utilized as a consequence for repeated misconduct and for serious matters.

By way of example and not by way of limitation, a person may be suspended for up to ten (10) work days without pay for:

1. A third incident of the same offense found in part A within six (6) months, provided counseling was given on the first offence and a written reprimand was issued on a the second offense.
2. A second incidence of the same offense in Section B within six (6) months, provided a written reprimand was issued at the first offense.
3. Other serious matters that are inappropriate at the work site including, but not limited to:
 - a. Deliberate destruction of school property;
 - b. Driving a school vehicle while license is suspended or revoked;
 - c. Possession of alcohol or other illegal drugs while at work;
 - d. Reporting to work while under the influence of alcohol or any other illegal drug or legal drug taken illegally;
 - e. Petty theft of school property or misappropriation of district resources;
 - f. Sleeping on the job.

D. Discharge

Discharge is a very serious matter.

By way of example and not by way of limitation, discharge would be appropriate under the following circumstances:

1. A fourth infraction of a Section A offense within a twelve (12) month period, provided all earlier steps have been taken.
2. A third infraction of a Section B offense within a twelve (12) month period, provided all earlier steps have been taken.
3. A second infraction of a Section C offense within a twelve (12) month period, provided the suspension step has been taken.
4. Very serious misconduct, even though no previous incidents were known and no previous warnings reprimands or suspensions were issued. Such acts include:
 - a. Conviction of sexual misconduct with a minor student;
 - b. Conviction of the felony of child abuse;
 - c. Willful failure to report for work or call in for a period of three (3) consecutive work days or more, without a good reason;
 - d. Willful failure to return to work or call in for a period of five (5) consecutive work days at the expiration of a leave of absence, without a good reason;

- e. Willful failure to return to work or call in for a period of five (5) consecutive work days after receiving a certified letter recalling the employee from layoff, without a good reason;
- f. Unauthorized possession of firearms or other weapons in a school building or on school property;
- g. Theft of school property beyond petty theft.

The parties recognize that the foregoing is a guide only. Should an employee believe any warning, reprimand, suspension or discharge is without just cause, he/she can resolve the dispute through the grievance procedure.

22. Members are entitled to appropriate administrative support at all times and shall be advised as to the Administrator of their respective programs. In the absence of the designated Administrator from the building, members shall be advised of the Administrator to be contacted if a decision is needed.

ARTICLE V

Seniority

1. Seniority shall be defined as the length of time worked within a specific classification as set forth in number five below. An employee who accumulates seniority in a specific classification and successfully moves to a bargaining unit position in another classification shall maintain a placement on each seniority list.

2. Probationary employees are those employees assigned to a regular full-time or part-time job/run, for the first ninety (90) days of their employment. Probationary employees may be laid off or discharged without recourse to the grievance procedure unless the lay-off or discharge is with malice or discriminatory. Upon successful completion of the probationary period, the employee will be considered as a seniority employee and his/her seniority will be established as of the first day worked.

3. Effective with the ratification date of this Agreement forward, in the event of more than one individual having the same first day of work, the relative place of such persons on the seniority list, with respect to that date of work, will be determined by the last four (4) numbers of their social security numbers, with the higher number having preference. The current seniority list will remain as is; any new employees will follow this procedure.

4. Any bargaining unit member on a Paid Leave of Absence shall continue to accrue seniority for the duration of said paid leave. If a bargaining unit member is on an Unpaid Leave of Absence, said bargaining unit member shall accrue seniority for a period of one (1) year. A bargaining unit member on an Unpaid Leave of Absence for longer than one (1) year shall not accrue seniority. Exceptions may be mutually agreed to between the parties.

5. For purposes of this provision, all bargaining unit members shall be placed in the following classifications, based on their current assignment. Seniority shall be separately maintained in the sub classifications listed.

- 1. Custodial
- 2. Maintenance
- 3. Grounds
- 4. Utility Grounds

5. NSE (Nutritional Service Employee) Head Cook, Cook, Kitchen Aide/Cashier/Delivery Person
6. Bus Driver (regular and special education)
7. Head Mechanic/Mechanic
8. Bus Aide

6. Seniority shall be terminated for the following reasons:

- A. The employee quits;
- B. The employee is discharged for cause;
- C. The employee is laid-off and not working in any other bargaining unit classification for a continuous period equal to the classification seniority he/she has acquired at the time of lay off;
- D. The employee retires;
- E. The employee fails, without good cause, to return to work or call in for a period of ten (10) days (excluding Saturdays, Sundays and holidays) after being notified by the Board of recall from layoff at the last address shown on the Board records; certified letter will be used;
- F. The employee fails, without good cause, to report for work, or call in, for a period of five (5) consecutive work days following expiration of a leave of absence, unless that employee obtains a continuation of leave;
- G. The employee, without good cause, who fails to report for work, or call in, for three (3) consecutive working days;
- H. The employee is on a disability leave for a continuous period equal to the length of his seniority accrued as of the date the disability leave began.

7. Any bargaining unit member who has been incapacitated at his/her work by injury or compensable, occupational disease while employed by the Board may be employed at other bargaining unit work on a job that is operated by the Board, which he/she can do seniority permitting.

8. The Board will prepare, maintain and post an updated seniority list on a quarterly basis including each employee in order of seniority, along with each employee's classification. The seniority list will be posted conspicuously in all buildings of the District.

9. An employee who was or is transferred by the Board to a non-bargaining position will be allowed to return to a position within the bargaining unit covered by this Agreement. Upon returning, he will have the length of seniority he had on the date of the transfer out of the unit reinstated, with no seniority accrual for the time spent outside of the bargaining unit. Such employee may return to the bargaining unit by applying for an open position through the posting process within ninety (90) days of transferring to a non-bargaining position.

10. A year constitutes a least 180+ days of employment. Not more than one year of seniority can be earned in a year. Seniority shall be calculated in years and tenths of years.

11. Seniority is only earned by regular employees. Substitutes are not eligible for seniority.

12. Employees moving from one classification to another shall have seniority in the new classification as of the date of transfer.

13. Years of seniority for service prior to the effective date of this agreement will be accepted as published on the last official list after certification by the Union and only future calculations are subject to the terms of this Agreement.

14. An employee's seniority shall entitle him/her to only such rights as are expressly provided for in this Agreement.

ARTICLE VI

Grievance Procedure

A. Definitions

1. A grievance is defined as any claim by an employee, group of employees or the Union that there has been a violation, misinterpretation, or misapplication or any provision of this Agreement.
2. When normally scheduled work days are canceled due to the closing of Kearsley Community Schools, said days shall not be considered as school days.
3. Time limits may be extended only upon written mutual consent of the parties.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of this procedure. Employees may elect to process through CMC (Contract Management Committee) before they file a grievance at Level I. The five (5) work days for filing at Level I begins after the CMC process.

C. Procedure

Level I: The employee who feels that she/he has a grievance should first take the matter up verbally with the employee's immediate supervisor within five (5) working days following the act or condition which is the basis of his/her grievance or his/her reasonable discovery of the act or condition. The supervisor will attempt to resolve the problem with the employee. The employee may request the committee person to assist him.

If a grievance arises from the action of an authority higher than the immediate supervisor of the bargaining unit member, the Union may present such grievance at the appropriate step of the grievance procedure.

Level II: If Level I fails to resolve the grievance, it shall be reduced to writing, specifying the violation and the remedy sought, and submitted to the supervisor within five (5) working days.

Within five (5) working days of receiving the grievance, the supervisor shall answer such grievance in writing. If the supervisor does not answer the grievance timely, it shall be resolved per the Union's request/demand.

If the grievance is not appealed by the Union within five (5) working days after receipt of such answer, the supervisor's decision will be final.

The Chairman may assist the committee person at this level.

Level III: If the Union does not accept the supervisor's answer, the grievance may be appealed to the Superintendent of Schools or his/her designee, within five (5) working days of supervisor's answer. Within (5) working days of the appeal, the Superintendent or his/her designated representative shall arrange a meeting to attempt to resolve the

grievance. A Chairperson and President shall attend at this level, and the International Representative may attend.

Within five (5) working days of the meeting, the Superintendent or his/her designated representative shall answer in writing. Such answer shall be final and binding unless appealed by the Union to the next step within ten (10) working days from the date of the Superintendent's written decision. If the Superintendent does not answer the grievance timely, it will be resolved at the Union's request/demand.

Level IV: If the Union is not satisfied with the disposition of the grievance, the grievance may be appealed to the Board of Education or a committee of said Board.

The Board, not later than its next official business meeting, or three (3) calendar weeks, whichever shall be later, shall hold a meeting on the grievance. Disposition of the grievance, in writing, by the Board shall be made no later than the next official business meeting following the hearing.

The Chairperson, the President and International Representative shall attend the meeting.

Level V: If the Union is not satisfied with the disposition of the grievance by the Board, the Union may notify the Board in writing within sixty (60) days of the Board's answer of their intent to arbitrate the grievance unless otherwise mutually agreed by the parties. The American Arbitration Association will be used. The arbitrator shall be selected by the Company and the International Representative jointly, from a list of seven (7) arbitrator's names. If the parties cannot agree on an arbitrator, then the parties will again request a new list of arbitrators from the AAA, and the process is repeated. If the parties are still unable to agree, a third list of arbitrators will be requested; and the parties will alternately strike names to select an arbitrator. If at any point in this process the parties agree on an arbitrator, AAA will be notified of his name along with a request for available dates from him to hear the case(s). Copies of this information, as well as all communications with the AAA will be provided to the International Representative. The Union and the Company may mutually agree to use an expedited arbitration program offered by AAA.

The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator will be shared equally by the parties.

D. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement;
2. He shall have no power to establish salary scales;
3. He shall have no power to interpret state or federal law;
4. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
5. He shall have no power to rule on any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law.

E. Rights to Representation

A Union representative has the right to be present at all levels of the grievance procedure upon request of the grievant(s).

F. General Provisions

1. All grievances and dispositions shall be completed, in writing, on the forms provided by the Board. The Union shall be provided the appropriate forms.
2. A grievance may be withdrawn at any level, without establishing a precedent.
3. A complaint or grievance may be withdrawn at any level without prejudice or record.
4. Information necessary to the determination and processing of any grievance shall be furnished.
5. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
6. The employee involved in a grievance procedure, mutually scheduled during the work day, shall be excused with pay for that purpose.
7. The parties may mutually agree to waive any level of the grievance procedure.

ARTICLE VII

Reduction and Recall

1. An employee may be laid-off by the employer in the manner herein provided when there is lack of work or lack of funds and reduction in personnel is necessary.
2. For purposes of lay-off and recall only, the following classifications (as defined in 5.5) shall be considered related: Pool Attendant – Custodian, Maintenance – Grounds. For purposes of Article VII, the aforementioned related classifications shall be referred to as classification.
3. In the event of a necessary reduction in work force, the employer shall first lay-off probationary bargaining unit members, then the least senior bargaining unit members within the affected classification. In no case shall a non-bargaining unit member be employed by the Board while there are laid-off bargaining unit members. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a lay-off/elimination of position shall have the right to assume the position of the least senior employee in their own classification. If the least senior employee in the classification being reduced or eliminated is less than full-time, the affected employee shall have the right to assume the position of the lowest seniority employee in that classification who works the same length of workday and/or work year. If there is no one less senior in their classification, the affected employee may replace the least senior employee in any other classification that may hold accumulated seniority in.
4. In the event of lay-off, the employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of lay-off. With the approval of the employer and the Union, bargaining unit members may, at their option, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the employer instituting a lay-off during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a

waiver of seniority or any other right under the Agreement, including the bargaining unit member's right to be recalled from such lay-off.

5. Excluding bus drivers, in the event of a reduction in the daily work hours of one hour or more in a classification, a bargaining unit member may use his/her seniority to regain his/her lost hours by displacing the least senior employee in that classification who has a work schedule equal to the more senior employee's schedule prior to the reduction.

6. A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the daily substitute list according to his/her seniority. When subbing on a daily basis, the employee will receive substitute wages with no benefits. If a substitute will be needed for twenty (20) or more working days to fill a temporary vacancy, the most senior qualified (as defined in 7.7) person must be offered that temporary vacancy position first. If they refuse, the next senior person that is qualified must be contacted and so on down the lay-off list of employees. During temporary recall, the employee will receive regular hourly wages and benefits of that position.

For the purpose of this Article, qualifications shall be defined as outlined in Article X, Section 8(b).

7. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any position in the classification from which they were laid-off. In the event a position becomes available in a classification laid-off bargaining unit member holds frozen accumulated seniority in, the laid-off bargaining unit member shall be offered that position. The bargaining unit member's refusal of said position shall not constitute a refusal to work. The bargaining unit member shall only be required to return from lay-off to a position they were laid-off from, in their current classification.

8. Notice of recall shall be sent by certified or registered mail to the last known address, as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, providing the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to full-time work within their current seniority classification, are obligated to take said work. A bargaining unit member who declines recall to full-time work within their current seniority classification, shall forfeit his/her seniority rights. Bargaining unit members on lay-off shall accrue seniority during the period of such lay-off.

9. The Union shall be given a copy of the lay-off list prior to the notification of the individual employees to be laid-off. If there is disagreement concerning the lay-off list, the Union shall have the right to meet with the representatives of the Board to attempt to resolve the disagreement.

10. Employees shall be given thirty (30) days advance notification of the impending lay-off.

11. Employees shall retain recall rights equal to their accumulated seniority acquired prior to lay-off.

ARTICLE VIII

Paid Leaves and Absences

1. All sick leave shall be earned at the rate of one (1) day per month worked, to a maximum of twelve (12) days per year, with unlimited accumulation. Sick leave shall be front loaded and posted at the beginning of the fiscal year. Upon retirement, accumulated sick days shall be compensated at the rate of \$21.00 per day, for up to one hundred (100) days. Upon resignation, accumulated sick time beyond one hundred days shall be compensated at the rate of \$21 per day. For those employees working ten (10) months and less than full-time, sick time posted shall be pro-rated, based on the proportion of a regular eighty hour pay period, not including extra work, that the employee is regularly scheduled to work as per the following formula:

$$\text{Hours/day} \times 10 \text{ days/pay period} = \text{Hours/pay period} = \text{sick leave hours /year}$$

If an employee retires, they shall be paid time accumulated, up to one hundred (100) days, within two weeks of their last work day.

2. An employee will notify his supervisor twenty-four (24) hours in advance of known absences, if possible. All absences, if possible, should be reported at least sixty (60) minutes prior to beginning time.

3. Doctor's statements may be required in cases where a particular pattern of absenteeism or particular circumstances exist which lend doubt to the legitimacy of sick day utilization.

4. Accumulated sick time shall be used under the following conditions:

- A. Illness or physical disability of the employee;
- B. Illness or death in the immediate family, including mother, father, mother-in-law, father-in-law, grandparent, grandchildren, siblings, spouse and children;
- C. Utilization of sick days or unpaid days to attend funerals of other persons shall be subject to the approval of the employee's supervisor.

In the event an employee has exhausted all available sick days, said employee shall be allowed to use unpaid time.

5. Bereavement. When a death occurs in an employee's immediate family, the employee, on request, will be granted a leave of absence with pay for up to three (3) working days. In the event of the death of a spouse or child, up to a total of five (5) days shall be granted. Additional days will be granted per Section 4, B. and C., above.

6. Three (3) personal days may be used from the total of Section 1 above. Such days shall be available the day prior to or following a legal holiday or vacation. A minimum of two (2) days advance notice, in writing, on the proper form must be made with the supervisor's or his representative, if possible. (Advanced notice provision may be waived in emergency situations.) Employees shall not be required to provide the reason for requesting a personal day.

For the purposes of this section, a day shall be defined as the number of hours an employee is normally scheduled to work on a typical day, excluding extra work.

7. Employees who use no sick time in a fiscal year may convert one additional unused sick day (for a total of four [4]) for use as an additional personal day to be used during the next fiscal year only. If the additional personal day is not used during the next fiscal year it will revert back to accumulated sick time.

If too many employees elect to use the additional time so as to create a substitute shortage, the time shall be granted on a first come, first served basis. When two or more employees have requested the same time on the same day, (according to the date on their request form) the most senior employee shall be approved first.

8. In the event sick days are needed beyond those accumulated in Article VIII, Section 1, they may be granted at the discretion of the Superintendent, but in no event will they exceed the maximum which may be accumulated at the end of that school year. If an employee terminated employment prior to the end of the year, the sick days used in excess of the day/month and/or annual accumulation shall be deducted from the employee's final paycheck or shall be repaid by that employee.

9. When an employee is called for jury service, or is subpoenaed to serve as a witness in a court action involving the Board of Education, he/she shall give the Board of Education proper notice. This section shall not apply to suits of any kind against the Board by or for the employee.

Any employee called or subpoenaed as described above for jury duty during working hours shall be paid his/her full salary for such time.

10. Employees are covered by applicable Worker's Compensation Law. In the case of a Worker's Compensation claim, the fringe benefits shall be paid by the Board for a maximum of one year, but not to exceed the seniority of the employee. Worker's Compensation shall continue to be paid according to the Federal Law.

ARTICLE IX

Unpaid Leaves

1. Leave of absence without pay or benefits in accordance with Federal law up to one (1) year in duration may be granted upon written request from an employee. The employee requesting such leave will complete an Unpaid Leaves Form. All requests must be made at least two (2) weeks prior to the leave, if possible, at the Board of Education offices with the Superintendent or designee. In no case shall an unpaid leave be granted for the purpose of vacation.

2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

3. All employees on an approved leave of absence, shall continue to accrue seniority for a period of one (1) year. All other benefits (i.e., sick days, vacation days, etc.) shall be held in escrow.

4. A one year leave of absence granted to an employee shall normally not be extended. Each consecutive extended leave shall require approval by the Superintendent of Schools or designee.

5. An employee granted an unpaid leave under 6.A, 6.B, or 6.C shall continue to receive fringe benefits, for the balance of the current month and two (2) additional months. Prior to the end of said two (2) months, an employee shall make arrangements to pay for all fringe

benefits he/she wishes to keep in effect as allowable by the insurance carrier. Employees granted an Unpaid Leave under any other provision of Article IX, shall receive fringe benefits for the balance of the current month only.

6. A bargaining unit member shall be granted an Unpaid Leave for the following purposes:

- A. Family Medical Leave Act;
- B. Mental Disability (doctor's statement required);
- C. Physical Disability (doctor's statement required);
- D. Care of parent, child or spouse (confirmation required);
- E. Union office (when elected or appointed to a full-time office of the Union, either local, state, or national).

An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began, if available, seniority permitting. At least ten (10) working days prior the date a leave is scheduled to expire, an employee shall notify the employer of his/her intent to return to work unless mutually agreed otherwise. If the employee's former position is not available, the employee will be placed in a comparable position within his/her classification, not at a lesser rate of pay, seniority permitting.

7. A bargaining unit member may be granted an Unpaid Leave for the following purposes:

- A. Education Leave: Upon written application by the employee to the Board, an educational leave of up to one (1) year may be granted. In order to qualify for an educational leave the employee must be enrolled in a full-time program, as defined by the institution. Return from said leave shall be to the employee's previous classification, seniority permitting.
- B. Military Leave: An employee covered by this Agreement who enters active duty in the Armed Forces of the United States and who makes written application for re-employment within ninety (90) days after his release from original conscription, shall be restored to employment and his status with respect to other employees shall be the same as if he had not entered the services herein specified.
- C. All leaves, except leaves for other employment, may be extended upon written request of the employee for up to two (2) years. Requests must be submitted on an annual basis. Additional time may be agreed to by the parties.

ARTICLE X

Transfers and Vacancies

1. Vacancies

- A. A vacancy shall be defined as a newly-created bargaining unit position or a current bargaining unit position which is unfilled.
- B. A temporary vacancy shall be defined as a bargaining unit position currently held by a bargaining unit member on a leave of absence of up to forty (40) consecutive work days (except bus drivers).

2. Notice of vacancies shall be posted within five (5) days of the occurrence of the vacancy on agreed upon bulletin boards in each building of the district for a period of seven (7) days. Said posting shall contain the following information:

- A. Type of work;

- B. Location of work
- C. Approximate starting date;
- D. Rate of pay;
- E. Hours to be worked and days to be worked per year;
- F. Classification;
- G. Other information, as deemed necessary by the Board.

3. Bargaining unit members interested in vacancies may apply in writing to the Administrative Office within the posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by phone, and if not contacted by phone, by sending notice of same to each bargaining unit member by registered US Mail, to the their last known address, provided the employee has requested such notification in writing.

4. Within five (5) working days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified, with a written decision provided to the Union. In the event an employee is denied the opening, the reasons will be submitted to the employee by the employer, in writing.

5. A. Vacancies, except in the Nutrition Service Employees classification (NSE) shall be filled as follows:
- 1. If a bargaining unit member from within the affected classification applies, the position will be filled by the bargaining unit member with the most classification seniority.
 - 2. If no bargaining unit members from within the affected classification apply, the position will be filled by the most senior, qualified bargaining unit member from other classifications.

B. Temporary vacancies, except in the NSE classification, shall be filled as follows:

The position will be filled with the bargaining unit member with the most classification seniority.

If no bargaining unit member from within the classification applies, the position may be filled by a substitute.

6. For the purpose of Article X, the NSE employees shall be defined by three assignment areas: Head Cook, Cook and Kitchen Aide/Cashier/Delivery Person. For the purpose of movement within the assignment groups for the filling of vacancies, movement shall be upward, starting with Kitchen Aide/Cashier/Delivery Person, to Cook, to Head Cook.

A. Vacancies occurring in the NSE classification shall be filled as follows:

- 1. A vacancy shall be filled by the bargaining unit member within the assignment area or any assignment area upward, with the highest classification seniority.
- 2. If no bargaining unit member from the assignment area or upward applies, the vacancy shall be filled by the bargaining unit member with the highest classification seniority in the assignment area directly below the assignment area in which the vacancy occurred.

B. Temporary vacancies in the Nutrition Service Employees classification (NSE) shall be filled as follows:

1. Temporary vacancies shall be filled by bargaining unit members from the building in which the temporary vacancy occurred.
2. A temporary vacancy shall be filled by the bargaining unit member within the assignment area or any assignment area upward, with the highest classification seniority.
3. If no bargaining unit member from the assignment area or upward applies, the vacancy shall be filled by the bargaining unit member with the highest classification seniority in the assignment area directly below the assignment area in which the temporary vacancy occurred.
4. If no bargaining unit member from the building where the temporary vacancy occurred applies, the temporary vacancy shall be filled by the bargaining unit member with the highest classification seniority in the assignment area upward.
5. If no bargaining unit member from the assignment area or upward applies, the position shall be filled by the bargaining unit member with the highest classification seniority in the assignment area directly below the assignment area in which the temporary vacancy occurred.
6. If no bargaining unit member from the assignment area directly below the assignment area in which the temporary vacancies occur applies, said position shall be filled by a bargaining unit member in any assignment area below the assignment area in which the temporary vacancy occurred. In no event shall a position be filled by a non-bargaining unit member when a bargaining unit member has applied.
7. In the event that the filling of a vacancy or a temporary vacancy will result in the reassignment of more than two (2) bargaining unit members, the Administration may call a meeting of the unit members in that classification or building, for the purpose of filling the position and any other position which may become open as a result of filling the posted position. Working conditions of the subsequent openings will be discussed at the meeting.
8. For the purpose of this Article, the following terms shall be defined as:
 - a. Senior shall be defined as the length of service the employee has in the District.
 - b. Qualified shall be determined by a process that includes, but is not limited to: written, oral, and/or physical testing, personal interviews, and previous experience level. The Board shall maintain the right to determine the qualified applicant. In the event a bargaining unit member and a non-bargaining unit member are deemed to be equally qualified, the bargaining unit member shall be placed in the position.

The Board agrees that any test(s) used in the selection process for any bargaining unit position shall reasonably reflect the skills and/or knowledge required for said position. The scores of any test(s) taken by an employee will be shared with the employee. Employees shall not be required to test for a transfer within classification unless the requested position requires skills not used in the employee's present position. The development of said testing shall be with mutual cooperation between the Board, or its designee, and the Union President or designee. The Board shall have final approval of all test(s). The parties agree that confidentiality of any and all test(s) shall be maintained at all levels. Any bargaining unit member, at the time of testing, may have a Union Representative present.

9. Any bargaining unit member who applies for a temporary vacancy and is subsequently placed in that vacancy shall be subject to the following:

- A. The bargaining unit member shall be eligible to return to his/her former position upon return of the employee whose absence created the temporary vacancy, or upon termination of the temporary vacancy.
- B. The bargaining unit member may apply for any permanent or temporary vacancy while holding a temporary vacancy.
- C. Pay will be at the rate of the temporary vacancy for the period the bargaining unit member is in said vacancy.
- D. The bargaining unit member shall not be eligible for duplicate benefits (i.e., vacation, holiday pay, etc.).

10. The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable cause. Such transfers will be with as sufficient notice as is possible under the conditions.

11. Bargaining unit members shall not be placed on a lower step of the Wage Schedule due to an involuntary transfer.

12. Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as a result of any involuntary, temporary change in duties.

13. Any employee, excluding bus drivers (see Article XIII, #4), may use their seniority to bid on a different position on the day jointly selected in June. The above dates will be waived when openings in the same classification occur during the work year.

ARTICLE XI

Vacations/Holidays/Overtime

1. Employees who are employed for fifty-two (52) weeks shall earn vacation at the rate of one-half (1/2) day per month until they reach two (2) years of employment; 2-6 years, two weeks with pay; 7-12 years, three weeks with pay; 13 and more years, four weeks with pay. Vacation days are pro-rated for time worked during the fiscal year.

Vacation time will be used in the year it is accrued and will not be carried over for pay. However, employees will be granted the opportunity to carry over up to one (1) week of vacation time to be used by December 31 of the ensuing year, if pre-approved by the immediate supervisor at least two weeks in advance of expiration. If the vacation time is not used by the ensuing December 31, it will be lost.

2. Vacations will be granted at such time during the year as requested by the employee. Management shall have the right to reject vacation requests to maintain continuity of service to the District.

3. All vacation requests must be submitted, in writing, on forms provided by the employer, at least two (2) weeks prior to the beginning of the vacation period, if possible. In the event that more requests are received than the Board is able to grant for a specified period, such requests shall be granted on the basis of seniority; except that the granting of vacation requests during deer hunting season shall be rotated from year to year (beginning with the high seniority employees first) to assure that all employees desiring vacation time during deer season week be accommodated over a period of years. The Board shall notify all employees, in writing, one (1) week in advance if their vacation request is not approved.

4. Employees shall be paid for a holiday providing they work or are on leave for the work day preceding and following the holiday in question.

5. Employees will not be required to work holidays and shall be paid for the day at their regular rate if school is not in session.

- A. Labor Day 1
- Labor Day Friday 1 (Maint., Mechanics, Custodians only)
- Thanksgiving 2 Christmas Eve 1 Christmas Day 1
- New Year's Eve 1 New Year's Day 1 Good Friday 1
- Easter Monday* 1 Memorial Day 1
- Independence Day 1

* Unless students are in attendance, then another day will be mutually agreed upon.

B. One additional holiday will be permanently attached to the fourth of July holiday. A holiday falling on the weekend shall be taken on the Friday or Monday with mutual consent of the Union and the Board.

6. All holidays shall be paid as they occur.

7. Overtime. The district and the Union recognize that during periods of extended overtime, employees become less productive and may pose a hazard to their coworkers and themselves. When employees have worked more than sixteen (16) consecutive hours, the district reserves the right to bypass them in assigning overtime.

It is the district's position to schedule at least two (2) employees together when working in an empty building. This paired scheduling may not always be possible.

Overtime rosters will be zeroed out on the 30th of June each year.

A. Maintenance/Mechanics Overtime

- 1. All overtime hours worked or available will be recorded on the overtime roster and kept by the immediate supervisor;
- 2. Employees absent from work up to thirty (30) days will be charged for available overtime. After thirty (30) days there will be no additional charges accumulated until the employee returns to work;
- 3. With exception to subsection 1 above, building check and athletic events will be prescheduled and charged on the overtime roster up front;
- 4. The district reserves the right to add or delete days/events, i.e., athletic events/building checks;
- 5. Sunday and holiday building checks shall be paid at the rate of \$95 per three (3) hours each check from May 1st - October 31st and \$120 four (4) hours each check from November 1st-April 30th.

B. Grounds

Head Groundskeeper will be first in the distribution of athletic overtime events. Snow removal overtime will be assigned in the following order for each snow event:

- 1. Head Groundskeeper
- 2. Maintenance
- 3. Maintenance
- 4. Maintenance

5. Maintenance
6. Head Mechanic
7. Mechanic
8. Utility Grounds Person

Note: Maintenance employees may be working on projects while others plow snow. The Board agrees to: (1) pay overtime for "Act of God" work which occurs outside regular shift and (2) an employee sent home during regular shift because of excessive tiredness from repetitive "Act of God" overtime, will be paid for regular shift which is missed.

C. Custodial Overtime

Employees who work the same shift as the vacancy are not considered available, with the exception of the 4.5 hour position.

When inadvertent errors are made in the assigning of overtime, these errors will be corrected by offering the affected employees the next available overtime, as opposed to paying for the overtime error.

The overtime log will be maintained by the Supervisor of Buildings and Grounds.

Building Overtime Policy and Procedures

The following policy and procedure for overtime in a building will be used to determine eligibility for overtime work.

- 1) Overtime will be kept daily and turned in with each payroll to the supervisor. Overtime will be offered according to the office log.
- 2) The person with the lowest hours will have first chance at overtime and it will continue with the next lowest hours until the over time is taken. If no one takes the over time it will be offered district wide.
- 3) Exceptions to this will be made for emergency overtime and unforeseen overtime. Management has the right to fill those as needed when time does not allow for the normal procedures.
- 4) Overtime can be split between employees, providing management mutually agrees.
- 5) Scheduled overtime hours must be called into the Maintenance office at the end of each shift or activity.
- 6) Each employee will fill out a monthly calendar to show his or her availability to be turned into the maintenance office. Anyone not on the master calendar will not be called.

Step #1: For shift work the following steps will be followed:

- 1) The 4 ½ hour person will be called first
- 2) If not available a custodian from the building not on shift will be called

- 3) If no one takes the overtime then it will go district wide following procedures in Step #2
- 4) Sub may be called in

For activities the following steps will be followed:

- 1) Overtime will be offered to custodians in the building first according to the overtime roster
- 2) If no one takes the overtime it will go district wide and follow the guidelines in Step # 2, below

Step #2: When overtime cannot be filled from within the building it will be offered district wide to available employees based on seniority. Each event will start with the last employee who worked district wide overtime. This list will rotate throughout the year and will start over on July 1. This shall mean that the next available overtime is within the list on which the assignment error was made.

After exhausting the above procedures the district, at its discretion, may split the available overtime among the other employees working the same shift.

8. The 4.5 hour employee will be offered the opportunity to fill all vacancies.

Article XII

Nutrition Service Conditions (NSE)

1. The term Nutrition Service Conditions (NSE), as used herein, refers to all bargaining unit cafeteria employees.
2. Equipment: No kitchen power equipment will be used without a Nutrition Service Employee (NSE) in attendance, with the following exceptions:
 - A. Vocational education programs, to a maximum of ten (10) per year. Vocational Education programs beyond those specified in this section will be subject to mutual agreement.
 - B. This provision is not intended to prohibit instructional personnel from using kitchen facilities and equipment for the authorized instruction of students during the school hours.
 - C. The above provision is not intended to prohibit use of equipment in buildings not serving regular student lunches.
3. Pick-up Materials: Pick-up and delivery of materials are not the responsibility of the individual kitchens. In extenuating circumstances, where it is necessary for the Nutrition Service Employee (NSE) to pick-up or deliver, hourly rate, plus mileage will be paid.
4. All materials and equipment required for the operation of the cafeteria will be furnished by the employer. The Board shall respond to any requests or concerns in regard to the availability of materials and the repair of equipment within a reasonable period of time.
5. In the event that a Nutrition Service Employee (NSE) replaces a higher paid classification, the rate for the classification worked will be paid. Head cook openings on any given day, up

to forty (40) working days, shall be offered to appropriate cooks first. The appropriate cook shall be the seniority cook in that building.

6. In the event that a Nutrition Service Employee (NSE) is absent from the work site, the Board shall provide one of the following: 1) a substitute for the absent Nutrition Service Employee (NSE), 2) reduce the workload, or 3) additional working time for the person or persons performing the extra work. The extra work will be offered equally to all employees in the affected building based on seniority. The supervisor shall inform the Nutrition Service Employees (NSE) in the building involved of the option used within one (1) hour of the beginning work time, or as soon as possible.

7. The Board shall provide uniforms and shoes to all Nutrition Service Employees (NSE) by the beginning of each school year with total costs not to exceed \$125 per employee. A joint committee consisting of the supervisor, the NSE committee person and one (1) additional NSE employee will mutually determine the selection of uniforms and shoes to be provided.

The Board shall pay professional membership dues and certification fees. All employees must be certified and maintain certification. All NSEs must complete Level One of classes within the first two (2) years of employment. New Head Cooks must have a minimum of certification at Level One and the ability to operate the district Nutrition Services computer programs.

8. The Board shall make payment to Nutrition Service Employees (NSEs) for classes attended and passed from the Department of Education and Michigan School Food Service Union at the rate charged per class.

ARTICLE XIII

Bus Driver Conditions

1. Route Definition: A route shall be defined as a regularly scheduled transportation of students within the district boundaries, on a regularly traveled course taking no longer than sixty (60) minutes, as established when the route is designed. Routes exceeding sixty (60) minutes shall receive a proportional rate of the regular route pay for each six (6) minute increment beyond sixty (60) minutes. Any regularly scheduled route, which exceeds the sixty (60) minute rule by six (6) minutes or more, shall be paid in quarter hour increments until completion. If any regularly scheduled route consistently exceeds the sixty (60) minute rule, the driver shall be responsible to report it to the supervisor so that corrections can be made as soon as possible. For the purposes of reporting retirement, one (1) route shall constitute one (1) hour toward retirement.

2. Shuttle: Intra-district transportation of students between district facilities on an irregular or limited schedule. A shuttle is not an inter-district athletic or activity route.

3. Extra trips shall be defined as trips taken outside the district boundaries scheduled on an irregular or limited basis. Extra trips shall be assigned in following manner:

- A. Extra trips shall be posted in a two (2) week block of time. Each trip shall be posted separately. Extra trip block shall be posted on the Monday prior to the beginning of the trip block schedule. Extra trips shall be posted a minimum of three (3) working days. Extra trip assignments shall be made no later than Friday A.M., prior to the extra trip block schedule.

Extra trip sports packages: Sports packages shall be bid on for the season. Drivers may bid on all or part of the package. If they bid on only part of the package, one other driver may bid on the remaining part of the package.

- B. Drivers may select any extra trip or trips.
- C. Except at the beginning of the year when seniority prevails, the supervisor shall assign the first extra trip to the driver with the least accumulated extra trip time, and continue assigning the extra trips using the same method until all extra trips have been assigned.

Extra trip runs, including sports runs, shall be equalized each year based on three (3) hour difference. Hours shall start over each year.

Contracted runs, such as bowling, shall be at the extra trip rate.

Drivers selecting a Summer School package must commit to driving each day of the entire schedule for the duration of the package. Failure to do so will result in the driver being ineligible for future Summer School packages.

- D. Upon completion of an extra trip, but not later than the next working day, a driver shall return the extra trip sheet to the supervisor. The supervisor shall add any extra trips to the list of accumulated hours for Extra Trips Sheet at the end of the two (2) week block of time. A driver shall not be assigned any additional extra trips until extra trip sheets are turned in.
- E. In the event an extra trip must be reassigned, the driver who the trip was originally assigned to shall be charged twice the time of the extra trip on the accumulated extra trip sheet, unless reassigned by the supervisor. The driver taking the extra trip shall be charged with the extra trip.
- F. In the event an extra trip has been canceled, the driver may: 1) drive their route or 2) leave the school and receive the minimum extra trip rate. If the driver chooses to drive his/her route, he/she will not be charged with the accumulated time for the extra trip. If the driver chooses to leave the school and receive the minimum extra trip rate, the driver shall be charged with the accumulated time for the extra trip. Drivers shall be informed of cancellation of extra trips as soon as they supervisor becomes aware of the cancellation.
- G. The supervisor shall maintain an up-to-date Accumulated Hours for Extra Trips Sheet. Said sheet shall be posted on the Bus Driver bulletin board.
- H. Any driver assigned an overnight trip shall receive: 1) overnight trip rate of pay, 2) room and board, and 3) a meal allowance of up to \$30.00 per day for trips of less than twenty-four (24) hours and up to \$40 per day for trips of more than twenty-four (24) hours. Drivers shall be required to submit appropriate receipts for payment.

Drivers who are assigned an extra trip of four (4) hours or more shall be allowed a meal allowance of \$12.00 for each four (4) hours of the extra trip. Drivers shall be required to submit appropriate receipts for payment. An appropriate receipt shall include the date, time, name and location of the business, and a listing of each specific item purchased. Failure to provide an appropriate receipt may result in loss of reimbursement.

- I. In the event a driver assigned to an extra trip returns to the school prior to the students and must return to pick up the students, the driver will be paid for two (2) minimum trip charge rates and shall be charged for two (2) extra trips.
- J. In the event no bargaining unit drivers sign up for any given extra trip, the supervisor shall have the right to assign a substitute to the extra trip.
- K. Drivers shall use their own bus whenever possible on extra trips. The driver taking the trip or shuttle has the responsibility for cleaning the bus after each shuttle or extra trip.
- L. In the event a substitute becomes a member of the bargaining unit, he/she shall have their full accounting of extra trips added to the Accumulated Hours of Extra Trip Sheet.

4. Bus Routes/Packages: selection shall be made as follows:

- A. The selection of bus routes/packages will take place, once every three years starting in August of 2001, at least ten (10) days prior to the commencement of the new school year. Selection may occur more often if district routing significantly changes. See section E below for special education provisions.

At the beginning of each year a kindergarten rotation list will be posted. Interested drivers may indicate their interest for the year. Mid-day route vacancies of longer than three (3) work days shall be filled by seniority from the kindergarten rotation list.

Vacancies shall be posted for bidding when they occur and each August. When vacancies occur, any driver may indicate that she/he wants to give up their route and their route shall be posted for bidding along with any vacancies. The parties may agree to post positions at any time by mutual agreement.

When a driver is on an extended leave, their position shall be posted after six (6) months as a permanent position. The driver on leave may use his/her seniority to come back to the next available vacancy or to bump a route from the lowest senior drivers sufficient to equal the number of routes they had when they went on leave.

For counting time towards the six (6) months, it shall be the cumulative time out for one illness or disability and not necessarily continuous time.

- B. The transportation supervisor shall be responsible for developing the bus routes, establishing the date and time of the meeting, and the notification of the drivers. The Transportation Supervisor shall provide each driver a copy of the routes/packages (times and locations) prior to the selection meeting. The routes/packages will be reviewed and finalized at the meeting by the transportation director.
 - C. Route selection shall be based on seniority, with the most senior driver selecting first and continuing until all routes/packages are assigned by each driver selecting from the remaining routes/packages. All routes shall be grouped together for choosing packages. Kindergarten routes shall not be included in the group packages. Drivers shall be paid at the hourly rate of \$10.30 for time spent at the selection meeting.
 - D. Drivers shall be paid, to a maximum of six (6) hours at the extra trip rate, for attendance at the selection meeting and completion of route maps. Additional time may be allowed for map completion at the discretion of the Transportation Supervisor.
 - E. Special education routes shall be bid on at the same time as all bus routes every three years and shall be open to all qualified drivers. Drivers shall bid on the special education routes for the whole academic year.
5. Bus drivers can drive up to eight (8) regular routes per day, as long as they do not interfere with other regular routes. An exception shall be made where no other regular driver signs for the route when posted. In the event additional routes puts a driver consistently over eight (8) hours per day or forty (40) hours per week, the additional route shall be re-posted.
6. When an emergency situation arises, i.e., bus breakdown, accident, etc., the supervisor may request an available bus to assist. If a driver assists in an emergency situation, the driver shall receive pay of one (1) additional route.
7. Any change of route, change of driver, or change in procedure per day or per year, may be made only by the Supervisor of Transportation or his designee. Changes shall be discussed with the driver and his recommendation shall be considered. This includes changes of bus stops or portions of routes, refusing to pick up any child or group of children on their routes without permission of the supervisor.
8. All bus drivers are required to check bulletin boards before each series of routes.
9. Bus drivers must comply with requests made by supervisors for any materials, written or otherwise, for the operation of the school fleet.
10. Pre-check lists must be filled out daily. Any equipment failures must be reported to mechanics or supervisor prior to the commencement of their first trip or any time noticed during the day.
11. Written bus policies shall be provided each bus driver. Changes in policy shall be given to each driver as soon as possible.
12. The Board shall provide each driver with a physical examination, as required by state law.
13. School Bus Driver Training for new drivers and Continuing Education Classes are required by state law. All drivers will be reimbursed at the extra trip rate for the time spent in the classroom at these meetings.

14. If a driver is requested to attend a meeting, such meetings will be considered mandatory. A driver shall be paid for time spent in attendance at a mandatory meeting at the rate of \$10.30. A mandatory meeting shall be a minimum of fifteen (15) minutes. Drivers shall be given a minimum of three (3) work days' notice of a scheduled mandatory meeting. A driver shall not be required to attend a non-mandatory meeting.

15. Beginning June 15, 1982, the Board may contract outside of the bargaining unit, or enter into cooperative transportation arrangements with other school districts to transport special education and skill center students out of the district at such time that it becomes economically feasible. This provision applies to routes with less than twenty-two (22) students only.

16. The Board will reimburse drivers for the cost of CDL licensing and all endorsements retroactive to July, 2004.

18. The Board shall provide each driver with a jacket one time during the life of the contract. This provision shall be suspended for the life of the current agreement as a cost saving measure.

ARTICLE XIV

Custodian/Grounds/Maintenance/Mechanics Conditions

1. The Board shall provide insulated coveralls and rain gear to be used as needed for each maintenance, mechanic, truck driver and grounds employee. In addition, the Board shall provide one (1) set of insulated overalls and one (1) set of rain gear per building to be used as needed for the custodial staff. The above mentioned supplies shall be replaced as needed.

2. The Board shall supply lockers for each maintenance and mechanic employee.

3. Each mechanic shall be reimbursed for up to \$360 per school year for tools purchased. Tools must be reimbursed within the same fiscal year they are purchased and all requests for reimbursement must be submitted by May 1 of each fiscal year (i.e. July 1, 2003-April 30, 2004). Reimbursement will require appropriate receipts. An employee who leaves before the end of the school year shall have deducted from his last check a sum equal to 1/12 of the tool allowance for each month remaining in the school year. Mechanics may choose to purchase work boots through the annual tool allowance up to one pair per year.

A. The Board shall replace any of the mechanic's large tools if broken (a list of these tools is to be established and agreed to).

B. The Board shall provide insurance for the mechanic's tools kept at the school. The list must be provided by the mechanic.

4. The Board shall pay for certifications earned from the Department of State for each separate certificate. The Board may make special exceptions on other certifying agencies or training. A maximum of eight certificates will be paid per year. Payments for certificates will be made when presented by the employee.

For all employees in the custodial, maintenance grounds, or mechanics classification, the Board shall pay for certifications earned from the Department of State for each separate certificate, providing the certificate is directly related to the employee's current job and the employee has: 1) personally paid for the training to receive the certificate and 2) taken such

training on his/her own time. Payment will be made for any certificate, including renewals. A maximum of eight certificates will be paid. Payments will be made when presented by the employee.

5. During the school year, events occur in school buildings outside of normal school hours. In the event any activity is going to involve more than fifty (50) people in any school building, the principal or supervisor, and custodians of the affected building shall meet to determine the custodial needs for the event. The custodial needs shall be communicated to the Community Education Office for appropriate action.

6. The Board shall pay shift premiums to all classifications:

2 nd Shift	\$.20	3 rd Shift	\$.25
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The employee's shift shall be identified as the shift where the majority of hours are worked, as related to this schedule:

1 st Shift	6:00 A.M.	to	2:00 P.M.
2 nd Shift	2:00 P.M.	to	10:00 P.M.
3 rd Shift	10:00 P.M.	to	6:00 A.M.

Beginning August 1, 2009, shift premiums will remain in place for custodians working first shift during the summer break period.

7. The Board shall notify employees of required shift changes with a one (1) week's notice, except in extraordinary circumstances or by mutual consent.

8. Employees in the Custodian/Maintenance/Mechanics' Classifications shall not be required to report when an official state of emergency due to snow is declared by the appropriate governmental authority.

ARTICLE XV

Fringe Benefits

1. Medical. Beginning July 1, 2012, the following benefits will be provided only to employees working a regular schedule of at least seven hours per day in the same classification:

A. Blue Cross/Blue Shield SB HSA, UAW Local 1811 will convert to the new health care insurance provider. Eligible employees shall make the following pre-tax contributions for health insurance benefits: in compliance with the hard cap per Public Act 152. The following hard cap amounts for 2012-2013 are listed below:

- \$5500 for Single Subscribers
- \$11000 for Self and Spouse Subscribers
- \$15000 for Self and child and family subscribers

The remaining cost for the employee's elected medical plan premiums shall be paid by the employee. Contributions shall be made through payroll deduction, over 20 pay periods, on a pre-taxed basis.

B. All eligible employees who do not take health insurance shall be provided a monthly cash contribution of 250.00.

C. Dental insurance:

Class I	Routine Treatment	80% coverage
Class II	Major Treatment	80% coverage
Class III	Orthodontic Treatment	80% coverage

In addition to custodians, grounds, maintenance, mechanics and eligible bus drivers, the Board shall also provide dental insurance to the three (3) most senior cooks who need dental coverage.

D. The Board will reimburse all eligible employees for an annual eye exam and/or prescriptive eyeglasses or contact lenses. This will apply to employee or eligible spouse/child. In no case will more than \$200.00 be paid to an employee in any single fiscal year.

E. The Board will provide a long-term disability plan with a seventy-five (75) working day waiting period at 66 2/3% of salary up to age 65.

F. Term Insurance: The Board shall provide all 52-week employees Group Life Insurance as follows:

\$35,000

The Board shall provide all employees working less than 52 weeks, Group Life Insurance as follows:

Employees working 4 ½ hours/6 routes per day or more:

\$20,000

Employees working less than 4 ½ hour/6 routes per day:

\$15,000

G. The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits shall be borne by the employer.

The Board shall be responsible to pay premiums only for all insurance overages as identified.

H. The Board shall pay longevity of \$106 to each employee upon the date of their fifteenth anniversary in the bargaining unit and annually thereafter. Members that reached their tenth anniversary prior to July 1, 2011, shall continue to receive longevity pay of \$106 annually. Subsequent payments shall be made with the last pay in December. It shall be the employee's responsibility to request the longevity payment via the district's extra pay form.

ARTICLE XVI

General Working Conditions

1. All hours worked or compensated over eight (8) per day or forty (40) per week will receive overtime rates. Authorized paid time off shall be considered as time worked. Overtime shall be paid on hours worked over the regularly scheduled eight (8) hours on any given day. Bus drivers shall be excluded from the overtime rate for hours over eight in a day but will qualify for overtime pay for work over forty (40) hours per week. Rate will be figured at time and one-half (1/2) of the base hourly wage. Employees may choose to take overtime as "compensatory time" on the same basis as compensation; time and one half for more than eight hours, double time on Sundays, etc. Compensatory time must be used within the same pay period within which it was earned.

Employees wishing to receive "comp time" in lieu of pay must notify the supervisor at the time the overtime is earned or it will be submitted for pay. Once submitted for pay, it cannot be changed.

2. Double time shall be paid for all worked performed on Sunday and holidays, unless it is part of the regular scheduled work week, or the routine building check.

3. Monday is considered the first day of the week.

4. Employees required to work beyond their regular shift shall be notified by their supervisor before the end of the shift the previous day, when possible.

5. Overtime shall be paid for all work performed on Sunday. Holiday premium shall be in addition to holiday pay. The regular work week shall be Monday through Friday inclusive, except by mutual agreement.

6. In the event new additional responsibilities necessitate scheduling on week-ends and mutual agreement cannot be reached, the lowest seniority employee in the affected classification shall be so assigned.

7. It is not the intent of this provision to provide for assigning an employee his normal duties or similar duties on weekends, but to provide for new fields, such as swimming pool maintenance, which may necessitate an employee being assigned weekend duty.

8. A minimum of two (2) hours will be paid for all call-ins. A call-in shall be defined as an emergency that occurs outside of normal working hours, which necessitates an employee being called at home to report to work.

9. All employees shall be allowed a fifteen (15) minute break during each four (4) hours of work, except the bus drivers. Cooks working six (6) hours or more shall receive an additional fifteen (15) minute break.

10. If at anytime the employee is going to be late, needs to leave for a part of the shift, or needs to leave early, he/or she must receive permission from his supervisor.

11. On days when school was scheduled and has been closed due to inclement weather or other "acts of God" all employees covered by this bargaining unit will be expected to work their regular hours and be paid their regular hourly rate, with the exception of the Nutrition Service Employees (NSEs) and bus drivers.

Cafeteria staff, truck driver, bus drivers, and bus aides shall be paid for up to three (3) days even though they do not report to work when due to inclement weather or other "acts of

God.” They will also be paid when days beyond State of Michigan limits are rescheduled, and they work.

12. In-Service and Records Days – All Nutrition Service Employees (NSE) shall work the following days in addition to those days in which student lunches are served, as set by the calendar each year.

A. Three cleaning days to be scheduled prior to the first day of school each year, mid year records day and on the teachers’ last day of work.

13. Kitchen aides shall be scheduled for an additional one-half hour per week for regular cleaning.

14. All bus drivers shall be paid, in addition to those days in which students are transported, for teacher records days as set by the calendar each year to a maximum of two records days (these teacher days may be called something other than record days).

15. Employees will not have outside employment that interferes with daily work assignments. It is not the intent of this provision to prohibit leaves of absence, not exceeding regular leave provisions, to resolve such conflicts.

16. The Utility Grounds position shall be a full-time position. The job shall involve general work around the pole barn and area, emergency substitution as a custodian or bus driver (but only after all regular substitute custodians and bus drivers have been contacted), emergency substitution as a fuel attendant, assisting with and unloading of delivery trucks, and other general custodial, warehouse, grounds and bus fueling work as assigned from time to time.

17. Prohibition on the use of alcohol and/or illegal drugs, definitions, testing, discipline and treatment:

The use of intoxicating alcohol or controlled substances (illegal drugs) during working hours, or being under the influence of them on school property or during working hours is strictly forbidden.

Controlled substances are those set forth in state and federal law and are commonly called illegal or street drugs. They include, but are not limited to: cocaine, marijuana, and heroine.

Upon reasonable suspicion the Board may require an employee to undergo drug and/or alcohol testing at the employer’s expense. The level of unacceptability shall be that as established in federal law. For alcohol, this is .04.

Split samples shall be taken and two tests shall be done at Board expense whenever there is testing for drugs. For alcohol, a second test shall be immediately done at Board expense if the initial test indicates an unacceptable level. An employee may have another test conducted at a place of their choice and at their expense as long as it is done in a timely fashion.

The Board will pay and make available to all employees substance abuse treatment, either through the medical insurance and/or another source.

Failure to comply with the prohibition set forth above shall subject the employee to discipline and/or dismissal. The Board, however, may choose not to suspend or dismiss if the employee becomes involved in a program designed to correct substance abused and the abused is corrected.

Any time spent in drug testing, including random testing, shall be considered work time and shall be paid at the Agreement rate.

18. Employees seeking reclassification of their position may do so only during periods of negotiation.

19. All employees shall be required to receive their compensation through Direct Deposit (i.e. electronic transfer) beginning September 1, 2009.

ARTICLE XVII

Waiver

1. Waiver: The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even through such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
2. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
3. For the 2012-2013 and 2013-2014 school year, if the KEA receives any economic gains, or a decrease in wages, the UAW members will receive like increases or decreases.
4. As required by State Law the following agreement is included. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE XVIII

Duration of Agreement

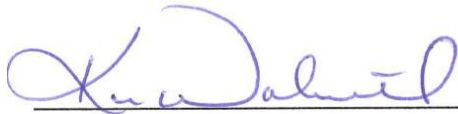
This agreement shall be effective as of July 1, 2012 and shall continue in effect until 11:59 P.M. the 30th day of June, 2015. The parties shall re-open the contract, for the purpose of negotiating wages and benefits only, for the 2014 - 2015 school year at mutually agreeable times. The parties shall meet at least sixty days prior to expiration, or as close thereto as practicable, to identify issues and begin bargaining of a successor agreement. If pursuant to such negotiations an agreement is not reached prior to the expiration date, this agreement will remain in effect until a successor agreement is reached, or until the Board and/or the union gives notice in writing of a desire for changes or termination. The parties further agree to meet on a regular /as needed basis as a Contract Maintenance Committee to discuss contractual issues as they arise throughout the term of the current agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective representatives.

FOR THE BOARD



Patti Yorks, Superintendent



Kevin Walworth, Assistant Superintendent

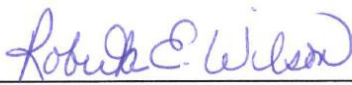
FOR THE UNION



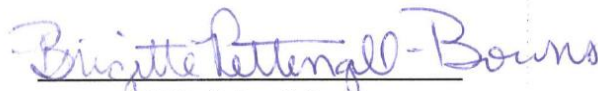
Norwood Jewell; Director, UAW Region 1-C



Berteen Ewles, International Representative



Robin Wilson, Chairperson



Brigitte Pettengill-Bowns

Appendix A
KCS – UAW HOURLY WAGES

CLASSIFICATION	2012-13	2013-14
Maintenance/Mechanics/Head Grounds	18.86	18.86
Head Mechanic/Maintenance	22.89	22.89
Custodian/Grounds	17.04	17.04
Utility Grounds	16.10	16.10
Head Cook	12.61	12.61
Cook/Baker	12.06	12.06
Kitchen Aide/Cashier	10.64	10.64
Delivery Person	13.73	13.73
Bus Driver	14.83	14.83
Extra Trips/Contract Run	10.15	10.15
Minimum Extra Trip	20.74	20.74
Overnight Trip	53.06	53.06

APPENDIX B
PROFESSIONAL LICENSURE, EDUCATIONAL PROGRAMS AND
CERTIFICATION

The Board recognizes the value of education programs related to specific job responsibilities of bargaining unit members. The Board may, from time to time under the terms of this article, adjust list rates of pay to encourage completion of Certifications/Licensure and Educational Programs.

Under the conditions of this article, professional licensure/certification/degree programs are not the same as seminar attendance certificates. Prior to entering a professional educational/certification/degree program, an employee shall submit the program to the Contract Management Committee and Union representatives for consideration of a possible future rate adjustment.

Licensing and educational rate adjustments will be added to base salary only upon final approval of the Board of Education after recommendation from the Contract Management Committee and Union representatives.

Contract Management Committee and Union representatives will consider application requests for rate adjustments and recommend to the Board of Education only those rate adjustments which relate directly to the employee's assigned job duties. Such applications, complete with transcripts of certification, results shall be considered biannually, no later than April 1 and September 1. Those rate adjustments will be implemented, if approved, beginning July 1 and January 1, respectively.

The Contract Management Committee and Union representatives will identify Professional Licensure, Educational Programs and Certification which are applicable to transportation and custodial employees.

Culinary Arts1 year completion	\$0.75/hour
Associate's Degree	\$2.00/hour
Building and Construction Technology Associate's Degree	\$2.00/hour
HVAC (with Recovery License)	\$1.00/hour
Auto-Tech Associate's Degree	\$2.00/hour
ASE Master Mechanic Certified in six (6) areas	\$2.00/hour
National Power Engineer	\$2.00/hour
Builder's License	\$2.00/hour
D-5S-5-R Water License	\$1.00/hour
Playground Safety Certification	\$1.00/hour

PROFESSIONAL LICENSURE, EDUCATION PROGRAMS AND
CERTIFICATION

LICENCE	EXPERIENCE REQUIRED	EXAM TYPE	STIPEND
1 ST Class Stationary Engineer	Hold 2 nd Class Steam License in addition to 2 years	300 question written test, plant drawing math 5 of 55	\$2.00

	experience		
1 st Class Steam License or Refrigeration	Hold 2 nd class Steam License in addition 2 years experience	300 question written test, plant drawing math 5 of 55	\$2.00
Mechanical Contractor, Category #6&8 Min. (Unlimited)	3 years under a licensed Contractor	Written exam	\$2.00
Electrical Journeyman or Master	8,000 hours under a licensed Electrician	Written exam	\$2.00
Plumber Journeyman or Master	3 years under a licensed Plumber	Written exam	\$2.00
2 nd Class Steam or Refrigeration	3 rd Class Steam license and 1 year experience	200 question written test draw two boilers with auxiliary	\$1.00
3 rd Class Steam license	High pressure boiler license and 1 year of experience	100 question written, draw horizontal return tubular boiler with feed-water heater	\$1.00

APPENDIX C

MISCELLANEOUS AGREEMENT UAW/ADMINISTRATION MUTUAL AGREEMENT BUILDING CHECK ELIGIBILITY

The Board and the UAW mutually agree on a group of individuals to perform building checks. As per the UAW Master Agreement: Sunday and Holiday building checks shall be paid at the rate of \$95 per three (3) hour for the life of the agreement. During the summer months, building checks shall be performed at the supervisor's discretion. If summer months building checks are required, they shall be performed by a bargaining unit member in accordance with established procedures.

Those not experienced in building check procedures will be trained prior to conducting their first building check. The training will be provided during paid work time. The individuals above agree to commit to the entire school year and to participate in the responsibility of building checks on a rotating basis for the term of this agreement. Should laid off employees traditionally involved in building checks be recalled to work, the parties will develop a subsequent agreement to either modify or expand the Building Check Eligibility List.

- Maintenance
- Head Mechanic
- Mechanic
- Head Grounds
- Utility Grounds

Absences.....	- 16 -
Building Check	- 40 -
Bus Driver Conditions	- 25 -
Certification.....	- 38 -
Custodian Conditions	- 29 -
Discharge.....	- 9 -
Discipline.....	- 7 -
Educational Certification	- 38 -
Fringe Benefits.....	- 30 -
General Working Conditions	- 32 -
Grievance Procedure	- 12 -
Grounds Conditions	- 29 -
Holidays.....	- 21 -
Licensure Certification.....	- 38 -
Maintenance Conditions.....	- 29 -
Mechanics Conditions	- 29 -
Miscellaneous Agreement	- 40 -
Nutrition Service Conditions	- 24 -
Overtime.....	- 21 -
Paid Leaves.....	- 16 -
Pay Scale.....	- 37 -
Professional Certification	- 38 -
Programs Certification.....	- 38 -
Recall.....	- 14 -
Reduction	- 14 -
Seniority	- 10 -
Suspension.....	- 9 -
Transfers	- 18 -
Unpaid Leaves.....	- 17 -
Vacancies.....	- 18 -
Vacations	- 21 -