

**Master Agreement**

**between**

**Oscoda Area Schools  
Board of Education**

**and**

**Local #1545, Chapter A, Council 25  
American Federation of  
State, County, and Municipal Employees**

**2009 - 2014**

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## Article 1 -- Agreement

- A. This Agreement is entered into between Local #1545, of Michigan Council #25, of the American Federation of State, County and Municipal Employees (AFSCME), of the AFL-CIO (hereinafter referred to as the Union) and the Board of Education of the Oscoda Area Schools (hereinafter referred to as the Employer).
- B. Both parties concur that this Agreement contains a full and complete documentation of understandings between Employer and Union, and that any prior oral or written agreements or practices shall be superseded by the terms of this Agreement.

It is further agreed, that no oral or written agreements or practices shall be recognized, for the duration of this Agreement, unless they are reduced to writing and signed by one (1) representatives of both parties.

- C. It is agreed that the headings and exhibits used in this Agreement neither add to, nor detract from its meaning, but shall be used for reference only.
- D. There shall be a Round Table Committee comprised of any employee or group of employees covered by this Agreement and the Superintendent. The Round Table Committee shall meet once monthly while school is in session.
- E. Supervisory staff shall not perform work other than normally and previously performed by them during regular hours, except in cases of emergency.

## Article 2 -- Recognition and Definitions

- A. The Employer hereby agrees to recognize the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all non-professional employees, with the exception of secretaries and supervisors as defined in Public Acts of 1947: PA-336.
- B.
  - 1. The Employer shall recognize the five (5) following classifications of employees:
    - a. Educational, Special Education, Title, and B-4 Early Childhood employees shall be one (1) classification known as Paraprofessionals.
    - b. Maintenance workers and custodians shall be sub-classifications of one (1) classification known as Custodial.
    - c. Kitchen employees and laundry workers shall be sub-classification of one (1) classification known as Dietary.
    - d. Mechanics shall be one (1) classification known as Mechanical.
    - e. Bus Drivers shall be one (1) classification known as Transportation.

2. a. The Union shall be notified of any newly created positions that would meet the specifications set forth in this Agreement.
  - b. Such positions shall be assigned to an existing classification or new classification.
  - c. Should the Union disagree with the assignments, it shall become a matter for negotiations.
- C. Temporary employees are defined as persons outside of the bargaining unit hired for a short term, for specific jobs, to do work not primarily or normally being done by members of this Union, with no intention on the part of either the person(s) hired or the Employer of continuing the employment beyond a maximum of ninety (90) calendar days and shall not come under the Union contract with respect to rates of pay, hours of work, or other conditions of employment.
- D. The Employer agrees to recognize two (2) types of employees as follows:
1. Term employees: Employees whose job is less than twelve (12) months per year (i.e.: while school is in session).
  2. Year-round employees: Employees whose job is twelve (12) months per year.

### **Article 3 -- Agency Shop**

- A. All employees, as a condition of continued employment, shall pay either membership dues or a representative service fee.

The amount of dues and the representation fee shall be determined by the Union in accordance with its procedures.

The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from payment to the Union of any membership dues or representation fees deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any such sums, the Union shall intervene and defend against such action.

- B. The payroll deduction of membership dues and representation fees is required as a condition of this Agreement. As such, the Board agrees to payroll deduct those amounts established by the Union pursuant to the authority set forth in MCLA 408.477.

The deduction of membership dues shall be made in equal amounts from the second paycheck each month beginning in September and ending in June each year, unless an alternative schedule is agreed upon by the Union and the Business Office. An updated list of employees from who the deductions have been made shall be submitted to the Union.

The deduction of representation fees may not be able to commence until after the school year has started due to the Union's internal procedures for determining the amount of the fee. Once established, the entire annual fee will be payroll deducted in equal amounts over the remainder of the timetable under which membership dues are deducted.

- C. Upon the submission of written authorization by the employee to the Business Office, the Board shall also make payroll deductions to the Alpena-Alcona Area Credit Union, to annuities and tax-deferred plans, and other deductions available through the Business Office.
- D. The Board agrees to promptly remit the payroll deducted membership dues and representation fees by direct deposit to the Local #1545 account.

The Board further agrees to promptly remit employee authorized payroll deductions for deposits into the Alpena-Alcona Area Credit Union.

Deducted annuities and tax-sheltered plans shall, be sent at the time of deduction to the employee-requested companies.

#### **Article 4 -- Union Rights**

- A.
  - 1. Any authorized representative of the Union shall be permitted to visit the premises of the Employer, at all reasonable hours, for the purpose of transacting Union business.
  - 2. Any authorized representative of the Union, visiting the premises of the Employer, shall first inform the Superintendent and/or his/her designee that they shall be on the premises and where they shall be.
- B. The local Union President, steward, and/or alternate, shall be allowed reasonable time off from work, without loss of time or pay, in the handling and adjusting of grievances on the premises of the Employer, but shall not leave their position to fulfill their role without first obtaining permission from their supervisor/building principal and informing them as to the purpose and probable duration of the absence.
- C.
  - 1. When the purpose of the request is made in writing, the Employer's payroll and employment records shall be made available to any authorized Union representative in connection with the enforcement and carrying out of the terms and provisions of this Agreement.
  - 2. Any employee, shall have the right to review their own personnel file after submitting a written request to the Superintendent and/or his/her designee of their intent.
  - 3. All records requested shall be reviewed with the supervision of an employee of the school who is regularly employed in the office in which the records are kept.
  - 4. No record shall be removed from the area in which they are filed.
  - 5. The Employer agrees to keep the Union informed as to the location of all files kept on employees covered by this Agreement.
- D.
  - 1. The Employer shall install a bulletin board in a conspicuous place, in the employees' service area.

2. These bulletin boards shall be used and maintained by the classification steward or their designee for the purpose of posting notices of the following types only:
  - a. Recreational and social events
  - b. Nominations and election results
  - c. Regular and Special Meetings
  - d. General Union information
- E.
  1. The Union shall have the right to use school facilities and equipment, upon submitting a Facility Use Request Form.
  2. The regular school policy application form shall be provided by the Employer to the Union for permission to use school property.
  3. The Union shall be financially responsible for all supplies and materials used while utilizing school facilities and equipment.
- F.
  1. The Employer agrees to recognize the following officers, stewards, and alternate stewards as representatives of the local Union:
    - a. President
    - b. Vice-President
    - c. Recording Secretary
    - d. Secretary/Treasurer
    - e. Steward in each classification
    - f. Alternate Steward in each classification
  2. The Union shall keep the Employer informed, in writing, as to the names of officers, stewards, and alternate stewards and their classifications at the beginning of each school year or upon any change.
  3. The Employer shall not be expected to recognize a representative of the Union until notified in writing as to their office and classification in the Union.
- G.
  1. The Employer shall not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining on behalf of Local #1545.
  2. The Employer shall not make agreement with any such group or organization for the purpose of undermining the Union.

### **Article 5 -- Employer Rights**

- A. The Employer shall have the exclusive right to control and direct its employees. This right shall include, among other things, the right to hire, promote, lay-off, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments, and direct and control its operations, provided the Union is given the opportunity to use the grievance procedure concerning any decision made by the Employer, which may be contrary or in violation of this Agreement.
- B. All items of written Board Policy, not in conflict with the terms of this Agreement, shall remain in full force and effect.
- C. The Employer reserves the right to modify or expand the school calendar to achieve a minimum number of days and hours necessary to comply with the Michigan Department of Education or the State of Michigan requirements to achieve full state aid.
- D. The Employer has no legal right to relinquish its statutory authority or to subvert it to any other organization not elected by the people of the Oscoda Area School district.

### **Article 6 -- Employee Rights and Responsibilities**

- A.
  - 1. Employees shall give the Employer at least ten (10) regularly scheduled working days notice of intent to resign their position.
  - 2. Failure to meet this time limit shall mean forfeiture of all accrued contractual benefits and privileges.
- B. Employees shall be hired and there shall be no discrimination in upgrading, demoting, or transferring, as to race, creed, color, national origin, sex, political party or Union affiliation.
- C. The Employer agrees not to discriminate or discharge any Union member because of their participation in Union activities.
- D. Employees shall be expected to comply with reasonable rules, regulations, and directions from time-to-time adopted by the Employer, which are not in conflict with this Agreement.

In the event an employee believes a work order threatens the physical safety or well being of themselves or others, the employee shall immediately inform the Superintendent.

### **Article 7 -- Discipline and Discharge**

- A. The Union President and appropriate classification steward/alternate shall be promptly notified by the Employer, of the discharge of any employee and upon request, will discuss the nature and reasons for the discharge.

- B. The discharged employee shall be allowed to meet in a private area and discuss with the Union President and appropriate classification steward/alternate, the discharge, before being required to leave the Employer's premise.
- C. Steps to Appeal a Discharge:
1. Step #1: Should the discharged employee or Union President, or classification steward/or alternate consider the discharge improper, a complaint shall be submitted, in writing, in triplicate, through the Union President, or classification steward/or alternate, to the Superintendent within two (2) regularly scheduled working days of the discharge.
  2. Step #2: The Employer shall review the complaint on the discharge and give an answer to the Union President, or classification steward/alternate within two (2) regularly scheduled working days after receipt of the complaint.
  3. Step #3: If the answer given from the Employer is not satisfactory to the employee, the Union President, or classification steward/alternate, then the matter shall be referred to Step #3 of the grievance procedure and all papers shall be given to the appropriate Union official.
- D. The Employer may discharge an employee due to falsification of their employment application.
- E. No seniority employee shall be disciplined or discharged without just cause. Unless the Employer believes there is sufficient reason to depart, actions taken under Section E will be normally be progressive in nature. Any such actions, including adverse evaluation of an employee's performance by the Employer or its representative, shall be subject to the grievance procedure found in this agreement.
- F.
1. When an employee is informed that there shall be action taken under Section E, the employee shall be given the opportunity of Union representation.
  2. The Employer agrees not to take action under Section E until opportunity is given to the Union President or classification steward/alternate to be present, if requested by the employee.
- G. Any employee covered by the Omnibus Transportation Employee Testing Act who tests positive for alcohol or controlled substances or who refuses to submit to a test, will be discharged without recourse to the grievance procedure.

### **Article 8 -- Grievance Procedure**

- A.
1. "Grievance" shall be defined as an official complaint by an employee covered by this Agreement, that there has been to the employee or Union, a violation, misinterpretation, or inequitable application of a specific provision or provisions of this Agreement.
  2. All grievances shall be filed on the grievance form found in Appendix B and shall contain the following information:



- a. Article number(s) that have been violated, misinterpreted, or inequitably applied.
  - b. A statement of the facts upon which the grievance is based.
  - c. A resolution.
3. In the event an employee feels grounds for a grievance have taken place, the employee may request the assistance of local Union representation in the form of any recognized Union representative to assist in the discussion, investigation, and possible drafting of an official grievance.
  4. Upon the notification of a request for assistance, the Employer agrees to notify and make available any recognized Union representative requested at no loss of time or pay to the representative (See Article 4B).
  5. The Employer agrees that upon arrival of the requested Union representative, a private room and reasonable time to discuss the grievance, shall be made available and shall result in no loss of time or pay to the employees involved.
  6. All such meetings shall be held at the convenience of both parties in accordance with this agreement concerning local Union representatives' availability to transact Union business.
  7. The aggrieved employee and any appropriate Union representative recognized by the Employer, shall be given time off from work, with no loss of time or pay, to discuss the decision presented by the Employer throughout the grievance procedure.
- B.
1. If an employee has a grievance and has discussed the grievance with the appropriate local Union representative, the grievance shall be a matter for Step #1 of the grievance procedure.
  2. Step #1: Immediate Supervisor/Principal
    - a. The aggrieved employee and appropriate local Union representative shall file the grievance form, found in Appendix B, with the immediate supervisor/principal within ten (10) regularly scheduled working days from the date of the circumstances which gave cause to the grievance.

Working days for purposes of this Article shall be defined as days the Central Office is open.

In the case of monetary grievance, the time limit shall be set at thirty (30) calendar days from the date of the circumstances which shall be taken directly to Step #2 of the grievance procedure.

- b. The grievance shall be written and one (1) copy will be filed on the official grievance form found in Appendix B.

- c. The grievance shall be signed by the aggrieved employee, dated, and hand-carried to the immediate supervisor/principal within the allotted time frame.
- d. The immediate supervisor/principal shall present to the appropriate local Union representative, within ten (10) regularly scheduled working days from the date that the grievance is received, one (1) copy of the grievance, with a signed and dated decision.
- e. If either the aggrieved employee or the appropriate local Union representative is dissatisfied with the decision from the immediate supervisor/principal, the grievance shall be a matter for Step #2 of the grievance procedure.

3. Step #2: Superintendent of Schools

- a. The Union President, or his/her designee, shall hand deliver a copy of the grievance from Step #1 or any grievance introduced at this step, to the Superintendent, or his/her designee, within five (5) regularly scheduled working days from the date the decision from the immediate supervisor/principal is received.
- b. The Superintendent or his/her designee, shall present to the Union President or his/her designee, within five (5) regularly scheduled working days from the date that the grievance is received, one (1) copy, with a signed and dated written decision.
- c. If the Union is not satisfied with the decision of the Superintendent, or his/her designee, then the grievance shall be a matter for Step #3 of the grievance procedure.

4. Step #3: Appeal Procedure:

- a. If the answer at Step #2 is not satisfactory, and the Union wishes to carry it further, the local President shall refer the matter to Council #25.
- b. In the event Council #25 wishes to carry the matter further, the Council #25 representative shall, within ten (10) working days from the date of the Superintendent's answer at Step #2, contact the Superintendent or their designated representative to arrange a meeting between the Union and the Employer, for the purpose of attempting to resolve the dispute(s). For the purpose of this section, the Union shall consist of the grievant, local President, steward, and Council #25 representative. The Employer shall consist of the Superintendent or his/her designated representative and up to three (3) additional representatives of the Employer. If either side desires additional representation, it shall be by mutual agreement of the parties.

- c. The Superintendent or his/her designated representative, shall then give his decision in writing to the local President and the Council #25 representative within thirty (30) calendar days from the date of the Step #3 meeting.

5. Step #4: Arbitration:

- a. Arbitration may be invoked by the Union with written notice to the Employer of the intention to arbitrate within ten (10) business days of the Superintendent's disposition. If the parties are unable to agree upon an arbitrator within the ten (10) working days of such notice, the Union desiring arbitration, shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator within twenty-five (25) days of the Superintendent's disposition.
- b.
  - (1) The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in this agreement or disputed facts upon which the application of the Agreement depends.
  - (2) The arbitrator shall not have the authority and shall not consider it their function, to include the decision of any issue not submitted or to so interpret and apply this Agreement as to change, what can fairly be said to have been, the intent of the parties as determined by generally accepted contract construction.
  - (3) The arbitrator shall not give any decision which, in practical or in actual, affects, modifies, revises, detracts from, or adds to any of the terms and provisions set forth in this Agreement.
  - (4) This Agreement constitutes a contract between the parties and shall be interpreted and applied by both parties and the arbitrator, in the same manner as other collective bargaining agreements.
  - (5) The decision of the arbitrator shall be final and binding, subject to either party's right to judicial review.
- c. The arbitrator, after investigating the unresolved grievance and discussing the grievance with the parties, shall reduce to writing, typewritten, in duplicate, signed, and dated a decision, one (1) becoming the property of the Employer and (1) becoming the property of the Union.
- d.
  - (1) The fees and expenses of the arbitrator shall be shared equally between the Union and the Employer.
  - (2) Any other expense incurred shall be paid by the party which incurred them.

6. Withdrawal of Grievances:

- a. A grievance may be withdrawn without prejudice by mutual agreement between the Employer and Union.
- b. Any grievance not taken to the next step within the contractual time limits, shall be considered settled on the basis of the Employer's most recent answer. If the Employer does not respond at any level in a timely manner, the grievance will be advanced to the next level.

**Article 9 -- Seniority and Probationary Period**

- A. 1. Seniority is defined as the years of continuous service to the district as a regular bargaining unit employee within the following classifications:

Paraprofessionals  
Dietary  
Transportation (Bus Drivers)  
Custodial and Maintenance  
Mechanical

2. A separate bargaining unit seniority roster will be retained which also reflects total length of continuous service within the bargaining unit. Bargaining unit seniority may only be used during periods of layoff to displace another employee in another classification where the employee has previously accumulated classification seniority under the provisions of Article 10B (4).
3. Seniority will not accrue for service as a non-bargaining unit substitute. Bargaining unit members who are laid off who are substituting will be given seniority credit for the assignment if the assignment is for a period of at least thirty (30) consecutive workdays.

Seniority will not be given for temporary assignments unless the employee is laid off and the assignment is for at least thirty (30) consecutive workdays.

No seniority credit will be issued for extra help assignments under Article 18 or for previous employment within the unit if the employee is rehired.

Seniority will accrue during leaves of absence and during periods of layoff within the classification held at the time of the leave or layoff.

- B. The local President and Chief Stewards of each classification will have superseniority for purposes of layoff provided they are qualified to perform the work.
- C. In the event an employee accepts another position with the Employer outside of the bargaining unit, the employee may return within sixty (60) calendar days of the assignment to his/her former position without adversely affecting accrued contract benefits. Seniority will accrue during such periods.

In the event a unit employee accepts a position outside of the bargaining unit for a period in excess of sixty (60) calendar days, all rights and benefits including seniority will terminate.

- D. Seniority lists will list the names of employees and their seniority date based on the first day worked in a permanent position within the above referenced classifications. In the event more than one person has the same 1<sup>st</sup> day of work in a permanent position, ties will be broken by using the highest of the last four digits of their social security number. An up-to-date list will be provided for each classification(s) when newly hired employees complete the probationary period.
- E. Employees hired into the bargaining unit will serve a probationary period of sixty (60) regularly scheduled workdays. Days missed during the probationary period will serve to extend the probationary period.

The discipline (including discharge), layoff and transfer of probationary employees is at the discretion of the Employer and is not subject to the grievance procedure.

Probationary employees shall not have seniority rights, however, upon completion of the probationary period, the first day worked as a probationary employee will be listed as the employee's hire date for seniority purposes.

#### **Article 10 – Layoff and Recall**

- A. Layoff will be defined as a reduction in the work force during the employee's regular term of employment.

Classifications for purposes of this Article will be defined as the seniority classifications in Article 9(A) (1).

- B. In the event of a layoff the following procedure and rules will govern:
  - 1. The Superintendent or his/her designee will notify and confer with the local President.
  - 2. Probationary employees within the affected positions in the classification will be laid off first.

In the event more than one probationary employee in a classification position is being laid off, the date of hire will determine which employee is laid off first.

- 3. Non-probationary employees within the affected classification(s) will be laid off second through a bid meeting process based upon classification seniority.
- 4. Employees who are unable to acquire a position as a result of the bid meeting in Section B(3) above, will be permitted to participate in bid meetings in other classifications where the employee has seniority rights as provided under Article 9(A) (1) , or in the absence of

a bid meeting, may bump an employee with less seniority in a formerly held classification.

Seniority for purposes of B(4) will be bargaining unit seniority as provided in Article 9(A)(2).

5. No employee will be assigned under the procedures in this Article to a position with higher hourly pay (excluding shift premiums) or greater hours of work per/year.
6. With the exception of employees displaced at bid meetings and those in temporary assignments, ten (10) business days notice of layoff will be given to employees scheduled to be laid off in writing.
7. Employees who are laid off will be given priority status to work in the classification from which the employee was laid off or was previously employed subject to the following:
  - a. The employee must register on the roster(s) in all the classifications where the employee has seniority rights within thirty (30) days of receipt of a layoff notice, if interested in consideration throughout the fiscal year.

Each year thereafter, the employee must re-register in the last week in June.

A refusal (without legitimate reason and verification) of three (3) work opportunities during a fiscal year will result in the loss of rights under this section. If the employee is removed, the rights may be renewed by re-registering on the roster(s) the following June in the last week.

- b. Such assignments are limited to instances where another regular employee is absent on vacation, or leave of absence (paid or unpaid), within the classification(s) where the laid off employee has accumulated seniority.
- c. The rate of pay will be consistent with the years of service within the classification. No other rights or entitlements will be granted other than the hourly rate of pay.
- d. The acceptance or refusal of work will not affect an employee's recall rights.
- e. Employees who are laid off from the classification but are still employed in another capacity with the district, will not be eligible for work assignments unless the assignment is for at least five (5) consecutive work days.

If the laid off employee takes the position, it will be reposted if the position continues for more than thirty (30) consecutive working days under Article 17 (Temporary Assignments).

- C. 1. Employees will be recalled to positions within classifications in which the employee has fulfilled a probationary period or trial period provided the employee is qualified.

Recall rights will be limited to a period of three (3) calendar years from the effective date of the layoff.

2. Time spent in an assignment under Article 10(B)(7) will serve to add to the employee's classification seniority within the limitations set forth in Article 9(A)(3) but will not serve as a recall for purposes of extending the period of recall eligibility in C(1) above.

Temporary assignments under Article 17 will only serve to add to the employee's classification and bargaining unit seniority within the limitations set forth in Article 9(A)(3), but will not serve as a recall for purposes of reinitiating the entire period of recall eligibility in C(1) above.

3. Recall notices will be sent by certified mail to the last address of the employee listed with the Employer. It is the employee's responsibility to maintain an up-to-date address with the Employer.

Employees will have five (5) business days upon receipt of the notice (defined as Monday through Friday excluding the holidays) to notify the Employer of their intent to return. If intending to return, the employee must return within ten (10) business days of the date the notice is received unless a longer period is directed in the recall notice (i.e.: notice issued in July for a position starting in September).

4. Any employee who fails to report as directed in a recall notice will be considered a voluntary resignation and further employment rights will terminate.

#### **Article 11 -- Paraprofessional Classification Provisions**

- A. Subject to the provisions below and in Appendix C, the district will maintain nine (9) paraprofessional positions which will be scheduled for eight (8) hours per/day on instructional days.

Any newly created positions may be established for less than eight (8) hours per day. In the event any new position(s) are created under this provision, the Superintendent will notify the Union President in writing as to the funding source(s). In the event of the need to reduce any of the nine (9) positions during periods of layoff, the less than eight (8) hour positions will be eliminated first unless a less than eight (8) hour position is fully funded by grant or categorical funding. In the event of a layoff of a full-time eight (8) hour paraprofessional and the employee chooses to bump a less than eight (8) hour paraprofessional position pursuant to Article 10 -- Layoff and Recall, such employee shall retain their current rate of pay and health insurance benefits. Until such time as the aforementioned level of nine (9) positions are restored, there will be no increase in the number of part-time positions in effect at the time of layoff.

Part-time paraprofessional(s) who are interested in working more hours when other full-time paraprofessionals are absent, will be assigned additional hours, subject to the following:

1. Additional hours will not be assigned outside of the part-time paraprofessional employees building.

2. The part-time employee must sign-up on a roster to be maintained in the Superintendent's Office by August 15<sup>th</sup> of each year.
3. This provision will only apply where the district has at least twenty-four (24) hours advanced notice of an absence by a full-time paraprofessional.
4. This section will not supersede Article 10(B)(7) or Article 17 (Temporary Assignments).

Each workday shall begin at 12:01 a.m. and shall end the following day at 12:00 a.m. for the purpose of computing regular pay and overtime.

The paraprofessionals' workweek shall begin on Monday at 12:01 a.m. and end on the following Monday at 12:00 a.m. for the purpose of computing regular pay and overtime.

- B. If a substitute paraprofessional is needed in a particular building, those paraprofessionals within that building, where the absence occurs, shall be used, by seniority, in order to get extra hours.

### **Article 12 -- Custodial, Maintenance, and Mechanical Classifications Provisions**

- A. When the employees from the custodial or mechanical classifications are required to show up for their regularly scheduled eight (8) hour shifts for which they were hired, it shall constitute a work day.
- B.
1. Employees who start a regularly scheduled workday on or between the hours of 6:00 a.m. and 1:29 p.m. shall be considered first shift and shall receive no shift premium.
  2. Employees who start a regularly scheduled work day after 1:30 p.m. and on or before 8:59 p.m., shall be considered second shift and shall receive shift premium for all hours worked on second shift as found in Appendix A under shift premium.
  3. Employees who start a regularly scheduled work day between the hours of 9:00 p.m. and 5:59 a.m. shall be considered third shift and shall receive shift premium for all hours worked on third shift as found in Appendix A under shift premium.
  4. There shall be no pyramiding of any shift premium pay provisions in this Agreement.
  5. Shift premiums shall be paid for all hours worked, as defined above on Saturday and/or on Sunday.
  6.
    - a. Shift preference shall be granted on the basis of seniority within classifications.
    - b. The transfer to shift preference shall be effective at the beginning of each fiscal year. Unless a vacancy should occur during the year, then a transfer may occur at that time.
    - c. Shifts shall be defined in this Agreement and shall pertain to hours of work only.



- d. The term "shift" does not refer to schools.
- C. These classifications shall work the first shift, at first shift rates for summer vacation.
- D. Each employee in the mechanical classification shall receive an annual tool replacement as described in Appendix A, with half being paid in December and June.

**Article 13 -- Dietary Classification Provisions**

- A. Dietary workers may be hired for whatever period of the day or week is necessary for them to do the required work.
- B.
  - 1. Extra work shall be defined as any time a dietary worker is needed for a given occasion (banquets, dinners, etc.) by any other agency than the school.
  - 2. Dietary workers shall have first opportunity to do the extra work as long as it does not interfere with their work in the school lunch programs.
  - 3. Extra Hours for Dietary Employees:
    - a. If a dietary employee is required for any school activity, the dietary employees already assigned to that building shall be assigned the extra hours, according to seniority on a rotating basis provided the employee is qualified.
    - b. Extra Hours: During the regular work week, Monday through Friday, if anyone is absent, extra hours shall be given to any regular employees by building, according to seniority, who has signed for extra hours.

**Article 14 -- Transportation Classification Provisions**

- A.
  - 1. A regular run shall be defined by its mileage and shall be placed into one (1) of the following four (4) categories:
 

a. "A" Run	0.0 to	50.5 miles
b. "B" Run	50.6 to	80.5 miles
c. "C" Run	80.6 to	125.0 miles
d. Mileage Run	125.1 and up	miles
  - 2. Regular runs shall be awarded based upon seniority.

3. Change in Mileage:

If a regular run has a change in mileage that causes the run to move up or down in the run pay category, then the run would be declared an open run and a bid meeting will be held.

B. Special Runs:

1. Shuttle Run:

- a. This run shall be categorized as a "C" run, in accordance with (B)(2) of this section.
- b. Working hours shall be between the hours of 7:30 a.m. to 11:00 a.m. and 11:01 a.m. to 3:30 p.m.
- c. The shuttle run shall be used for such classes as building trades, auto mechanics, gifted classes, and any other interschool classes.
- d. The shuttle run shall not be used for field trips.
- e. The shuttle run driver shall be given a thirty (30) minute uninterrupted duty free lunch period.

2. Special Needs Run:

- a. Driver(s) shall be responsible for the transportation of special needs students assigned to them by the Transportation Department.
- b. This run shall be categorized as a "C" run, unless the mileage exceeds the limits for a "C" run, at which time it shall receive the mileage pay for any miles driven over the limit.

C. Field Trips:

1. "Field Trip" shall be defined as when the Oscoda Area Schools' buses are used to transport students and/or outside organizations to activities.
2. Field trips shall be posted by 11:00 a.m. three (3) regularly scheduled working days prior to the trip's departure.
3. Awarding of Field Trips:
  - a. Field trips shall be awarded on a rotation basis according to the seniority list by 8:10 a.m. two (2) regularly scheduled working days prior to the trips departure by the department designee.

When more than one trip is posted to occur on the same day, drivers bidding on more than one (1) field trip shall indicate their preference on the trip posting (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.).

On days when more than one field trip is scheduled to occur, the trip shall be awarded based on seniority and the numbered priority the driver wrote on the trip posting (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.).

- b. Field trips shall be awarded to only transportation classification employees and in the absence of an available regular driver, to probationary drivers first then to a substitute from outside of the unit.

Drivers may not bid on a field trip and retain their regular daily runs unless it can be established that they can arrive at the field trip departure location at least ten (10) minutes prior to the scheduled departure time.

- c.
  - (1) If no one in the transportation classification signs for a trip, the trip shall be awarded to a probationary bus driver and then to a substitute.
  - (2) When a field trip is awarded to a substitute, the field trip rotation shall stop at the last trip awarded to a transportation classification employee and resume from there with the next available trip.
- d.
  - (1) If an activity is canceled before the driver shows up for the field trip, the driver shall be given the next available trip.
  - (2) If a field trip activity is canceled after the driver shows up for the trip, the driver shall be given two (2) hours show-up pay and the next available trip.

In the event the driver has to forfeit their regularly scheduled run, the driver shall receive only (the above two hour provision does not apply) the amount they would have forfeited to take the trip.

- c.
  - (3) When a field trip is originally scheduled for both drop off and return after the event and is later changed to a "drop and go" (defined for example as the driver taking the team and the team returning with parents or others bring the team members back) within twenty-four (24) hours of the scheduled pick up time, the driver will be given the opportunity to drop the field trip and return to their regular run.
- e. Field trips shall begin at the time posted on the sign-up sheet, as "time departing bus garage". After the date of departure on overnight field trips, the day shall begin at 8:00 a.m. unless required to begin earlier by the individual in charge.
- f. Field trips shall normally end when the bus arrives unloaded at the bus garage. Overnight field trip days shall end when the driver is no longer needed or after a total of eight (8) hours field trip time have expired whichever is longer.

- g. Drivers must work the two (2) regularly scheduled working days prior to a field trip in order to be eligible to be awarded the trip unless the absence was due to the use of a personal business day.
- h. An employee in the transportation classification who is off of work with either a leave-of-absence or sick leave shall not be eligible for any field trips. This is not intended to exclude the employee who has returned to work at least two (2) regularly scheduled working days prior to said field trip.
- i. A driver taking a field trip during a regularly scheduled work day where all or one-half (1/2) of their regular daily run must be forfeited, shall not receive pay for that portion which is forfeited, unless required under Article 4 C(3)(d)(2).
- j. Drivers may not change regular runs with the express purpose of driving a regular run and a field trip. In the event there are not enough substitutes to cover regular runs and field trips scheduled, the Supervisor may make such changes to ensure all trips are covered.
- k. In the event of more than one (1) field trip on any given day, the first eligible driver according to the rotation list shall have first choice based on their numbered priority (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.) of available trips that day. This process shall continue until all trips are awarded for that day.
- l. Drivers who take a field trip outside of the district may take a thirty (30) minute unpaid meal break subject to the following.

Meal breaks in route to or returning from a destination must have the approval of the supervisor and generally will be noted on the trip signup sheet.

Meal breaks taken while waiting at the destination site are restricted to a total of thirty (30) minutes.

Meal allowances shall be paid as follows:

- (1) If a driver has been on a field trip outside the Oscoda Area School district and spent the night away from home, he/she shall be awarded breakfast.
- (2) A driver on a field trip outside of the Oscoda Area School district which begins prior to 12:00 p.m. and extends past 2:00 p.m. shall receive a lunch allowance.
- (3) A driver on a field trip outside the Oscoda Area School district which begins prior to 4:30 p.m. and extends past 8:30 p.m. shall receive a dinner allowance.
- (4) All times noted above are inclusive.
- (5) The rate of pay for meals shall be as described in Appendix A.

- m. Other employees of the district may transport no more than nine (9) students in a school owned vehicle other than a school bus.
- n. All field trips shall be awarded up to thirty (30) minutes field trip pay for time worked on clean-up to be added at the end of the field trip. Because of this provision, drivers taking the field trip shall be responsible to prepare and wash the bus being used whether it is their own or another.
- o. Except as provided herein, all field trips shall be awarded fifteen (15) minutes field trip pay driving time for a required pre-trip inspection of the bus to be added at the beginning of the field trip.

When a driver is awarded a field trip and surrenders a portion of the driver's afternoon take home (see limitations in section c-3-b above) and is authorized to use their regular bus for the field trip, there will be no pre-trip pay.

- p. All field trips shall be awarded a minimum amount equal to the following as described in Appendix A:
  - (1) Two (2) hours field trip pay
  - (2) Up to thirty (30) minutes field trip pay for clean-up
  - (3) And any meal allowances which are applicable according to the "meal allowance" section of this provision.
  - (4) 15 minute required pre-trip inspection
- q.
  - (1) A "short notice field trip" shall be defined as any field trip which is posted after three (3) regularly scheduled working days prior to the trip departure time.
  - (2) Short notice field trips shall be awarded on a rotating basis.
  - (3) Any employee who takes a short notice field trip shall not lose their place in the rotation nor shall it effect the rotation of the regular field trip seniority chart.
- r. Drivers shall remain with the group on all field trips at "field trip pay" unless authorized by the Transportation Supervisor.
- s. Drivers who are driving field trips shall perform their regular duties as bus drivers. They shall not be used as the sole chaperone.

D. Substitutes may be used where bargaining unit employees are unavailable because of assigned work or in case of emergencies.

- E. Drivers who attend and participate in a regular scheduled safety meeting will be paid the current hourly wage found in Appendix A for the actual time in attendance.

### **Article 15 -- General Working Conditions Provisions**

- A. With the exception of "Act of God" days, any time an employee is called into work by the immediate supervisor/principal, on other than a regularly scheduled working day, they shall receive two (2) hours pay or the current hourly wage found in Appendix A for all hours required to work, whichever is the higher amount.
- B.
1. Time and one-half (1/2) shall be paid for all hours worked over eight (8) hours in any twenty-four (24) hour period and/or over forty (40) hours in any one (1) work week.
  2. To qualify for overtime, it must be done at the direction of the immediate supervisor/principal.
  3. The Employer shall not make a daily practice of requiring employees to work overtime. In general, overtime shall be required only when necessary or an emergency.
  4. When overtime is required in a specified job classification, it shall be rotated among the employees in such job classifications whenever reasonably possible, so that the overtime may be equitably shared among such employees.
  5. Each workweek shall begin on Monday at 12:01 a.m. and shall end the following Monday at 12:01 a.m. for the purpose of computing regular pay and overtime.
  6. The workday shall begin at 12:01 a.m. and shall end the following day at 12:00 a.m. for the purpose of computing regular pay and overtime.
- C.
1. "Act of God" days, shall be defined as any regularly scheduled working day while school is in session where it is unable to work due to hazardous weather conditions or other circumstances brought about by hazardous weather conditions.
  2. In the event school is closed due to an "Act of God" day and the district has exceeded the State's number of forgiven hours, and the immediate supervisor/principal does not notify the employee personally or through the current call system early enough to prevent them from traveling to school, the employee shall be paid one-half (1/2) day's salary or the current hourly wage for all hours required to work, whichever is the higher amount.
  3. All employees covered under this Agreement shall be subject to being called in when school is closed due to an "Act of God".

If the district is closed due to an "Act of God" and the district receives State Aid for the day employees (except as set forth below) may not be required to report to work and will receive their regular pay for the day.

An employee required by their supervisor to report to work on an "Act of God" day will be paid for a regularly scheduled workday plus his/her regular rate of pay for hours worked on the "Act of God" day.

If the district is closed due to an "Act of God" and the district does not receive State Aid, the employees will not be paid except as per Article 15(C) (2) If the State of Michigan should require that the district must make-up, day for day, "Act of God" days, those days would be added to the calendar and the employee will be paid for those added days if they work or have an excused absence.

4. Immediate supervisors/principals shall prescribe work assignments during such periods.
  5. No employee shall be asked to perform work which they do not normally do during a regularly scheduled working day.
- D. All bus drivers, as a condition of continued employment, shall pass a physical examination once each year, the cost of which shall be the responsibility of the Employer. If the physical is given by someone other than the district approved physician, the driver will assume any additional costs beyond the amounts paid the district's physician.
- E.
1. The general standards (defined as those existing conditions that are mandatory topics of bargaining under the public employment relations act that are not written into this agreement) of working conditions of the Oscoda Area Schools district shall not deteriorate below the level in effect at the time this agreement is signed, with the stipulation that such standards shall be improved as required by the provisions set forth in this Agreement.
  2. It shall be understood that reductions in the work force may be required due to lack of funds or a drop in student enrollment, but this should not affect the general standards of working conditions.
- F.
1. "Uniform" shall be defined as any article of clothing the Employer requests the employee to wear while performing their duties as an employee.
  2. Food service employees will wear uniforms and work shoes. The district will provide up to five (5) tops per year and aprons. Employees shall receive a cash allowance of sixteen dollars (\$16) monthly starting with the second (2<sup>nd</sup>) pay for work shoes (non-skid/slip resistant) and pants.
  3. Probationary employees shall not receive this allowance until completion of the probationary period, upon which they shall receive a retroactive amount to their date of hire.
  4. All employees in the mechanical classification and maintenance classification shall receive five (5) changes of uniforms per/week paid for by the Employer.

- G. Employees scheduled to work at least seven (7) hours per day shall be given a duty free "break" of fifteen (15) minutes, twice during each working day, and a duty free unpaid lunch period of thirty (30) minutes, once during each working day.

Those employees scheduled to work less than eight (8) hours per day, must work at least five (5) hours per day to receive the unpaid lunch and at least seven (7) hours per day to receive two fifteen (15) minute breaks. Employees working less than five (5) hours per day shall not receive breaks or an unpaid lunch.

This section shall not apply to bus drivers.

### **Article 16 – Vacancies**

- A. The Employer agrees to post all vacancies within two (2) regularly scheduled working days of notification of a vacancy.

Vacancies will be posted for a period of five (5) regularly scheduled working days.

The posting time limit may be waived by mutual agreement between the President of Local #1545 and the Employer.

- B. Assuming the applicant(s) are qualified, vacancies will be filled in the following order:

1. The most senior employee with the classification (See Article 9(A)).
2. The recall of an employee who remains eligible for recall in the classification based upon classification seniority.
3. The internal applicant from another classification who has the most bargaining unit seniority.
4. Applicants external to the bargaining unit.

At the end of the five (5) work day posting period set forth in Section A above, the position shall be awarded, with the exception of paraprofessional positions, which will be awarded within five (5) regularly scheduled working days after the interviews are completed. The effective starting date will be two (2) regularly scheduled working days immediately following the awarding of the position.

The above referenced sequence will not apply to vacancies in the Head Mechanics and Maintenance classifications where appointments will be made based upon qualifications and testing. An employee will be deemed qualified if the employee meets the physical requirements for the job and receives a test score of 80% or more. The senior employee who received 80% or more will be appointed unless a less senior employee is the only applicant scoring above 90%.



- C. Applicants who are awarded a position in another classification will be placed on a forty (40) work day trial period during which time the employee may voluntarily return to his/her former position or the Employer may return the employee, subject to review through the grievance procedure.

An employee changing pay classifications will be placed at the probationary rate (or Step #1 where the probationary rate does not exist) of the wage schedule set forth in Appendix A.

### **Article 17 – Temporary Assignments**

- A. Temporary assignments are defined as an assignment of thirty (30) or more regularly scheduled work days in a position which has been temporarily vacated by an employee who is on leave of absence (paid or unpaid) or vacation.
- B. Temporary assignments will be posted for a period of five (5) regularly scheduled working days and will be awarded to qualified employees in the following manner:

1. A bid meeting will be held for all employees within the classification at which time any temporary reassignments will be determined.
2. Following the bid meeting, a laid off employee from the classification where the temporary assignment exists (See Article 9(A)) will have next consideration.

The rate of pay in such instances will be consistent with the years of service within the classification.

3. The most senior employee from another classification (See Article 9(A)). The rate of pay in such instances will be the mid-point between the first two rates listed for the job in Appendix A (i.e. the mid-point between the probationary rate and Step 1 where applicable).

No other rights or entitlements will be granted other than the hourly rate of pay for the first thirty (30) work days in such assignments, after which time, the regular benefits (insurance, paid holidays, etc.) will be implemented.

### **Article 18 – Extra Help**

- A. The purpose of this Article is to establish a means to provide the necessary labor to perform work primarily in the Custodial, Maintenance, and Mechanical classification and primarily in the summer months or other periods when students are not in session.

It is further understood that this Article is intended to apply to those situations involving labor needs beyond the existing budgeted staffing levels in a classification (see the individual job titles in Appendix A).

Since the work governed by this Article does not relate to the replacement of regular staff members on vacation or leaves of absence (paid or unpaid), this Article will not supersede any obligations of the Employer under Article 10(B)(7) or Article 17 – Temporary Assignments.

B. Employees (including those who are laid off) interested in signing up for extra hours will sign up in writing with the Office of the Superintendent in the last week in April each year.

C. Assuming the employees are qualified to perform the work, the work will be distributed within the following guidelines:

1. The determination as to which work is assigned through the labor pool is at the discretion of the Employer.
2. Priority will be given to Local #1545 members with the most bargaining unit seniority in the following order:
  - a. An employee laid off from the classification.
  - b. Other employees within the bargaining unit.
3. Offers of work may range from less than a full day to a number of consecutive workdays. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.
4. An employee rejecting more than two (2) offers of extra work (without legitimate reason and verification) in a fiscal year (July 1 to June 30), will be removed from the list for the remainder of the fiscal year and will not be taken into further consideration until the next May 1 sign-up deadline.
5. The rate of pay for Local #1545 employees for such work will be the mid-point between the custodial substitute rate of pay and the custodial probationary rate, unless a higher rate is posted by the Employer. Any employee assigned from outside of the bargaining unit will not be paid a rate in excess of the rate paid to Local #1545 employees.

No other benefits or entitlements will be granted other than the hourly rate of pay.

D. The following matters relating to this Article are not subject to the grievance procedure:

1. The determination of the Employer to not utilize the extra help provisions for certain projects or work.
2. The removal of an employee from the rosters as provided above in C(4) or removal of an employee by the Superintendent for poor work performance. In the event the Superintendent is removing an employee for poor performance, the decision will be preceded by notification to the Steward and the Union President.
3. Any claim of benefit due to accrued other than a claim for wages due under C(5).
4. A claim by a full year employee involving a loss of overtime or additional hours.

## Article 19 -- Unpaid Leaves-of-Absence

- A. "Leave-of-Absence" without pay and benefits (unless benefit continuation is required under the Family Medical and Leave Act) shall be defined as a benefit for all employees subject to the conditions set forth herein.
- B.
1. Authorized Union representatives, whose names are found in the list required by Article 4 (Union Rights) who may require an extended leave-of-absence relating to Union business, may upon request of the local, state, or international union and by mutual agreement with the Employer, be granted a leave-of-absence without pay of not more than one (1) year, with no more than two (2) one (1) year extensions requiring at least a thirty (30) calendar day advance request for each extension.
  2. Duly elected delegates to Union conventions or assemblies shall be awarded a leave-of-absence without pay not to exceed ten (10) regularly scheduled working days.
  3. Any leave-of-absence for Union business shall be made in writing by the president of the local Union or his/her designee at least ten (10) calendar days prior to the first day of the requested leave-of-absence. Requests for extensions shall be made by the employee requesting the extension.
  4. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence for Union business.
  5. Both parties agree that if an employee on a leave-of-absence for Union business does not return to work under the specifications set forth in said leave-of absence, the employee shall be considered a "quit" and all accrued contractual benefits shall be forfeited.
- C.
1. Employees who may require an extended leave-of-absence for reasons of bona fide illness of said employee or the employee's immediate family, shall be granted a leave-of-absence without pay of not more than six (6) months, with no more than two (2) six (6) month extensions requiring at least a thirty (30) calendar day advance request for each extension.
  2. Request for leave-of-absence due to illness shall be made in writing by the employee requesting the leave-of-absence at least ten (10) regularly scheduled working days prior to the first (1st) day of the requested leave-of-absence.
  3. Leaves-of-absence due to illness shall not affect the employee's accrued vacation time or seniority rights.
  4. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence due to illness.
  5. Both parties agree that if an employee on a leave-of-absence due to illness does not return to work under the specifications set forth in said leave-of-absence, that they shall be considered a "quit" and shall forfeit all accrued contractual benefits.

- D.
1. Employees may be granted an educational leave-of absence without pay by the Employer of not more than one (1) year, with not more than two (2) one (1) year extensions requiring a thirty (30) calendar day advance request for each extension.
  2. The employee must furnish written verification of enrollment with the request for an educational leave-of-absence.
  3. Requests for an educational leave-of-absence shall be made in writing by the employee requesting the leave-of-absence at least thirty (30) calendar days prior to the first (1st) day of the requested leave-of-absence.
  4. Both parties agree that seniority shall be the only contractual benefit to accrue during an educational leave-of-absence.
  5. Both parties agree that if an employee on an educational leave-of-absence does not return to work under the specifications set forth in said leave-of-absence, that they shall be considered a "quit" and shall forfeit all accrued contractual benefits.
- E.
1. It is agreed by both parties, that leaves-of-absence without pay, not to exceed three (3) months, may be granted by mutual agreement of both parties for other reasons.
  2. All leaves-of-absence for other reasons must be requested in writing, signed by the employee, and must state the reason for the request, at least ten (10) regularly scheduled working days prior to the first day of the requested leave-of-absence.
  3. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence for other reasons.
  4. It is agreed that a leave-of-absence for other reasons shall not be granted when other gainful employment is the purpose for the request.
- F.
1. Any employee who has all or any part of their vacation leave accrued at the time of being granted an approved leave-of-absence may elect to include all or any part of that accrued vacation leave in their time off.
  2. It is agreed by both parties that when an employee goes on any leave-of absence less than thirty (30) calendar days that the Employer may utilize substitutes during that period of absence. Upon the return of the employee from said leave-of-absence, the employee shall return to the position they held at the time the leave-of-absence began.
  3. It is also agreed by both parties that when an employee goes on any leave of-absence over thirty (30) calendar days that the Employer shall post the position as a temporary assignment and follow the procedure set forth in this agreement. Upon the return of the employee from said leave-of-absence, the employee shall be returned to the same position. If the same position doesn't exist, the provisions of Article 10 will apply.
  4. The Employer shall notify the Union President of all approved leaves-of absences.

5. Employees who leave their position to serve in the armed forces shall have the right to return to their position upon completion of their service in the armed forces. This re-employment right shall be limited by applicable laws and regulations.

#### **Article 20 -- Paid Leave Time**

- A.
  1. "Sick leave" shall be defined as a benefit for all employees of any one-half (1/2) or any one (1) regularly scheduled working day or more that an employee is absent, for reasons which meet the conditions set forth in this Agreement, for which the employee shall receive their regular pay.
  2. All employees hired prior to April 1, 2010 shall accrue sick leave at a rate of 1.25 days per/month. (.625 days per month for employees hired into the unit after March 31, 2010).
  3. Total sick leave days for the year shall be made available, in advance, on the first (1st) day of the month of July each year for the duration of this Agreement.
  4. Prior to the ending of the first payroll period in June of each year, the Employer shall determine an employee's total sick leave accumulation. Employees whose total accumulation exceeds one hundred twenty (120) days shall be paid a flat rate of ten dollars (\$10) for each accumulated day over the one hundred twenty (120) days, up to a maximum of twelve (12) days for school term employees and fifteen (15) days for year round employees, with employees being allowed to retain such days for use as actual sick days. Such days shall not be included for payment purposes due to retirement. Payment for days exceeding the one hundred twenty (120) shall be included in the first payroll in the month of June.
  5. No employee shall accrue sick leave while on any leave-of-absence.
  6. The Employer agrees that during the months of October and April, each employee shall be furnished with a statement of their own individual sick leave credit.
  7.
    - a. Payment for accumulated sick leave due to retirement shall be made only to those employees who become eligible for full retirement under the Michigan Public School Employees' Retirement System or who have at least twenty (20) years of public school experience and are at least fifty (50) years of age.
    - b. When the employee qualifies to retire and thus retires, they shall receive payment for one-half (1/2) of their accumulated sick leave, not to exceed sixty (60) days.
    - c. When calculating the rate of pay for these days, the amount shall be based on the average daily pay of the three (3) best salaried years the employee had prior to their retirement.
    - d. The only sick leave that shall be considered under this provision is that of the Oscoda Area Schools.

- (1) In the event of a death, one-half (1/2) of the accumulated sick leave, not to exceed sixty (60) days shall be paid to the beneficiary.
- (2) The rate of daily pay shall be the same as set forth in the previous section concerning retirement.
- (3) The only sick leave that shall be considered under this provision is that of the Oscoda Area Schools.

Employees entering the bargaining unit after March 15<sup>th</sup>, 2002 are not eligible under this section.

8. The following are acceptable reasons to use sick leave:
  - a. When an employee is incapacitated for duty by injury, illness, pregnancy related disability, is having major surgery, or illness resulting from immunizations or vaccinations. The use of sick leave for elective surgery is not allowed for term employees.
  - b. When a member of an employee's immediate family (defined as spouse, child, parent, and employees' sibling), is afflicted and requires care and attendance by the employee until such a time as should be required to provide other care for the afflicted family member, the Employer agrees to allow the use of four (4) sick leave days, per employee, per/year for this purpose. If the employee should need more than the allotted four (4) days, permission for the use of another day shall be requested from the Superintendent and/or his/her designee.
  - c. When an employee has a death in their immediate family (wife, husband, children, grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, or grandparents, aunts and uncles), they shall be granted up to five (5) regularly scheduled working days off, which shall be deducted from the employee's sick leave or vacation leave. Additional days may be granted, upon request, to the Employer.
9. Dental appointments and routine health examinations shall not be valid reasons for use of sick leave.
10. By written request, the Employer has the right to require verification of failure to work due to illness by requiring a medical certificate from a physician, at the expense of the Employer.
11.
  - a. In the cases of expected abuse (i.e. absentee patterns established, etc.) and the employee was not attended by a physician, a written statement from the employee showing evidence of illness may be required by the supervisor.
  - b. If evidence does not justify approval of sick leave, the absence may be charged as an absence without leave and may be deducted from the normal pay of the

employee and other forms of disciplinary action up to and including discharge may result.

c. The employee shall be notified in all instances.

- B.
1. "Personal Leave" shall be defined as a benefit for all employees of any one-half (1/2) or any one (1) regularly scheduled working day or more that an employee is absent for personal business, for which they shall receive their regular pay.
  2. All employees shall accrue personal leave at a rate of two (2) days per year, not to be deducted from sick leave.
  3. Total personal leave days for the year shall be made available in advance, on the first (1st) day of the month of July each year.
  4. For the purpose of accounting, the employee's personal leave day shall be equal to the employee's regularly scheduled working day, including shift premium.
  5. No employee shall accrue personal leave while on any leave-of-absence.
  6. The following are acceptable reasons to use personal leave:
    - a. To transact personal business that otherwise could not be transacted on other than a work day.
    - b. Pre-scheduled doctor appointments.
    - c. Pre-scheduled dentist appointments.
  7. Any employee wishing to use a personal leave day must make application in writing to the Superintendent, at least two (2) regularly scheduled working days prior to its use except in the case of an unforeseen emergency.
  8. If an employee needs additional personal leave days, they may be granted by the superintendent. Additional personal business days will be without pay. The denial of such days is not subject to the grievance procedure.
- C.
1. "Jury Duty" shall be defined as a benefit for all employees of any one-half (1/2) or any one (1) regularly scheduled working day or more than an employee is required to be absent to appear as a juror.
  2. All employees shall be granted as many jury duty days as required to fulfill their obligation as a juror.
  3. Jury duty days shall not be deducted from any other accrued contractual benefit (i.e.: sick leave, personal leave, vacation leave, etc.)

4. Any employee who serves as a juror shall receive the difference in pay from the amount received for jury duty and the amount of the employee's regular pay for the period of time they served as a juror.
  5. All contractual benefits shall accrue while on jury duty.
- D.
1. "Worker's Compensation" shall be defined as compensation received by the employee due to loss of work time due to an injury which occurs while on the job.
  2. All employees shall be covered by workers compensation insurance including medical bills, compensation for time lost on the job, and death benefits, at the expense of the Employer, to the extent required by law.
  3.
    - a. In the event that there is a claim for workers compensation and compensation is given to an employee, the employee shall report the amount of the compensation to the Employer.
    - b. If the amount of the worker's compensation payment is less than the amount of the employee's gross pay, the Employer shall compensate the difference between the worker's compensation and the employee's gross pay for a period of three (3) months. After the three (3) months, the employee will have the aforementioned difference deducted from the employee's accrued sick leave. Upon exhausting the accrued sick leave, the employee may use additional accrued vacation time.
    - c. When an employee is on workers compensation, seniority shall be the only contractual benefit to accrue.
    - d. In the event the district wants to institute a light duty or bridgework assignment, it will notify the Union President in writing. The content of such Agreements will be subject to mutual agreement between the parties.

**Article 21 -- Vacation**

- A. "Vacation Leave" shall be defined as a benefit for year round employees of accrued paid time off in accordance with Section C below.
- B. For the purpose of accounting, the employee's vacation leave day shall be equal to the employee's regularly scheduled working day.
- C. Total vacation time for the year shall be made available, in advance, on the first (1st) day of the month of July each year in accordance with the following:
 

1 year to 6 years seniority	2 weeks
7 years to 12 years seniority	3 weeks
13 years to 22 years seniority	4 weeks
23 years and up seniority	5 weeks



\* Employees must work one year in classification before being eligible for vacation.

Employees entering the bargaining unit after March 15<sup>th</sup>, 2002 are not eligible for the five (5) week vacation leave.

- D. If such employee is laid off or discharged by the Employer, the employee shall receive his/her earned vacation pay computed on a prorated basis of one-twelfth (1/12) of his/her earned vacation for each month (or major portion thereof) worked since the last anniversary vacation date of the employee, to the date of the separation.
- E. Vacation schedules shall be posted in advance so that senior employees can have their choice of vacations in accordance with their department classification.
- F. Vacation time does not accrue from one (1) year to the next without written permission of the Employer.
- G. In the event a term employee is awarded a vacancy in a year-round position, the employee's placement on the schedule will be determined by multiplying 70% times the number of years of service in the bargaining unit. This provision will not be applied retroactively to transfers which transpire prior to July 1, 2001.

#### **Article 22 -- Holidays**

- A. 1. All year round employees shall receive one (1) days pay for each holiday as set forth below.
  - 2. The following are the specified holidays for year round employees:

Day before New Year's	November 15th *
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
July Fourth	Day after Christmas
Labor Day	
  - \* This day shall be granted only when it falls on a Monday through Friday.
  - 3. If a holiday occurs during an approved vacation leave, the employee shall be given a choice of an extra vacation leave day at the beginning or end of the approved vacation leave.
- B. 1. All term employees shall receive one (1) days pay for each holiday as set forth below.

2. The following are the specified holidays for term employees:

Day before New Year's	November 15th *
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
Labor Day	Day after Christmas

\* This day shall be granted only when it falls on a Monday through Friday.

- C.
1. For the purpose of accounting, each holiday shall be equal to the employee's regularly scheduled working day and shall be in addition to the other paid leave provisions in this agreement.
  2. No employee shall receive holiday pay while on any unpaid leave-of-absence.
  3. All employees covered by this Agreement must work the regularly scheduled working day before and the regularly scheduled working day after each holiday to be eligible for each holiday pay unless absent due to:
    - a. personal business days
    - b. vacation days
    - c. approved sick leave days or
    - d. jury duty
  4. Employees must be employed for thirty (30) calendar days to be eligible to receive holiday pay.
  5. Any employee who is laid off shall be paid any designated holiday which occurs during the calendar week in which the separation occurs.
  6. If an emergency occurs on a holiday and an employee is called in to work on a holiday, he/she shall be paid at a total of triple time.

A total of double time (inclusive of holiday pay) shall be paid for all hours scheduled to be worked on holidays. This includes a bus driver taking a trip on the 4<sup>th</sup> of July.

### **Article 23 -- Insurance Benefits**

- A.
1. The full cost of hospitalization dental and vision insurance coverage shall be paid in full for year round employees, including their spouses and children.

2. The full cost of single subscriber hospitalization dental and vision insurance coverage shall be paid in full for term employees, covering a twelve (12) month period, subject to Section B(1) below.
3. The health care plan under section 1 and 2 will be Community Blues base plan 15/0 and includes by way of illustration (in-network) a \$30 office visit co-payments; \$150 emergency room co-payments; \$30 chiropractic co-payment and a \$10/\$20 prescription drug plan.

In addition to the premiums, the district will pay the monthly administrative fees, the \$2,500/\$5,000 in-network annual deductibles and self fund the hearing aid rider on the health plan. The district will not be responsible for out of network deductibles or any other costs of the health care plan.

Employees will be responsible for all other costs (i.e. coinsurance, co-payments and any out of network deductibles).

The dental plan will provide for Class I services at 100%; 75% on Class II; 60% on Class III and 75% on Class IV; \$1,500 per member annual maximum on Class I, II and III; and a life time maximum for Class IV of \$1,900 per member.

4. The Employer agrees to maintain payments for federal old age survivor insurance for all its employees, on a payroll deduction basis, as it is now doing.
  5. The Employer reserves the right to change agents of record and third party administrators of the above plans and to fully insure and/or self fund plans provided that in doing so, substantially equivalent coverage is maintained.
- B. 1. Employees or employees laid off who were hired prior to March 15<sup>th</sup> of 2002, must be scheduled to work at least four (4) hours, or be scheduled a regular bus run each regularly scheduled working day while school is in session to be eligible to receive this insurance coverage plan.

Employees entering the bargaining unit after March 15<sup>th</sup>, 2002 are not eligible for health insurance, dental or vision coverage.

2. Dual enrollment of employees or eligible dependents in the district's hospitalization plan is prohibited, with the exception of term employees when the spouse is also a term employee. The choice as to which employee chooses to enroll in the hospitalization coverage shall be made by the employee. If not enrolled in the district's plan, the year round employee will be eligible for \$100 per month in cash under and IRS qualified Cafeteria Plan. Term employees who opt out of the district's hospitalization plan will be eligible for \$75 per month.
3. Dependents already covered under an involuntary medical program comparable to the insurance coverage offered shall be excluded from coverage.

- C. 1. The Employer agrees to pay each year in full the cost of a twelve (12) month \$35,000 with accidental death and dismemberment (AD&D) insurance coverage plan for each employee covered by this Agreement.
- 2. All employees hired after this Agreement is in effect shall be covered by this benefit on the official date of hire into the school system.

**Article 24 -- Negotiation Procedures**

- A. On or before sixty (60) calendar days prior to the termination date of this Agreement, the Union shall express to the Employer, in writing, the Union's intent to enter into negotiations with the Employer.
- B. 1. The Union and the Employer acknowledge the fact that during the negotiations 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.
- 2. The parties further acknowledge that the understandings and agreements made during negotiations are fully set forth in this Agreement.
- 3. Therefore, the Union and the Employer each voluntarily and unqualifiedly waives the right to bargain collectively, and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered by this agreement.
- C. Negotiation meetings shall be held on the Employer's premises and it shall be the Employer's responsibility to secure a room in which these meetings shall be held.
- D. If the parties fail to reach an agreement in any area of negotiations, either party may initiate mediation from the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.
- E. Upon successful negotiations of a new agreement, all negotiators for the Union and all the members of the Board of Education shall affix their signature to the appropriate page of two (2) copies, one of which will be retained by each party.

**Article 25 -- Duration**

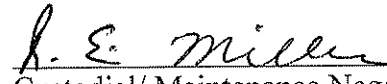
This Agreement shall become effective upon reatification by both parties and shall remain in effect until June 30<sup>th</sup>, 2014.

For the 2012-2013 and 2013-2014 contract years, Article 23—insurance (excluding eligibility criteria) and the hourly rates in Appendix A will be subject to renegotiations.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

**Local #1545:**

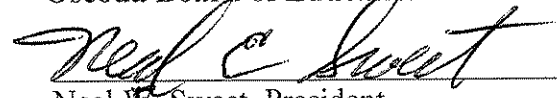
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Custodial/ Maintenance Negotiator

\_\_\_\_\_  
Transportation Negotiator

\_\_\_\_\_  
AFSCME Representative

**Oscoda Board of Education:**

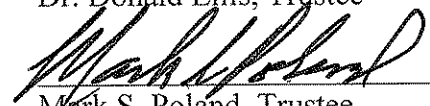
  
\_\_\_\_\_  
Neal E. Sweet, President

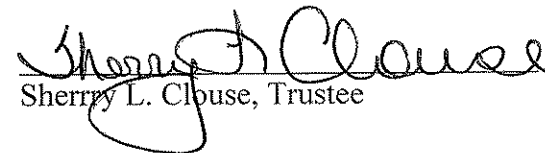
\_\_\_\_\_  
Craig Peters, Vice-President

\_\_\_\_\_  
Mark A. Parent, Treasurer

  
\_\_\_\_\_  
Anne Holley, Secretary

\_\_\_\_\_  
Dr. Donald Ellis, Trustee

  
\_\_\_\_\_  
Mark S. Poland, Trustee

  
\_\_\_\_\_  
Sherry L. Clouse, Trustee

**APPENDIX A - WAGES**

(For employees listed on the Local #1545 A.F.S.C.M.E.'s Seniority List as of July 1<sup>st</sup>, 1998.)

**Salary Schedules**

<u>Classification:</u>		<u>0%</u> <u>2009-10</u>	<u>1%</u> <u>2010-2011</u>	<u>1%</u> <u>2011-2012</u>
<b>Custodial:</b>				
	60-day Probationary (hourly)	11.29	11.40	11.51
	Step # 1 (hourly)	14.04	14.18	14.32
	Step # 2 (hourly)	15.08	15.23	15.38
	Step # 3 (hourly)	16.12	16.28	16.44
	Step #10 (hourly)	16.64	16.81	16.98
	Step #18 (hourly)	16.71	16.88	17.05
<b>Dietary:</b>				
	60-day Probationary (hourly)	7.96	8.04	8.12
	Step #1 (0-2 years) (hourly)	10.80	10.91	11.02
	Step #2 (3-10 years) (hourly)	10.99	11.10	11.21
	Step #3 (11-18 years) (hourly)	11.80	11.92	12.04
	Step #4 (19+ more years) (hourly)	12.36	12.48	12.60
<b>Maintenance:</b>				
	Step #1 (hourly)	17.82	18.06	18.24
	Step #10 (hourly)	18.28	18.46	18.64
	Step #18 (hourly)	18.71	18.90	19.09
<b>Mechanics:</b>				
	<b>Head Mechanic</b>			
	Step #1 (hourly)	17.82	18.06	18.24
	Step #10 (hourly)	18.28	18.46	18.64
	Step #18 (hourly)	18.71	18.90	19.09
<b>Mechanics:</b>				
	<b>Assistant Mechanic</b>			
	Step #1 (hourly)	17.50	17.68	17.86
	Step #10 (hourly)	17.96	18.14	18.32
	Step #18 (hourly)	18.05	18.23	18.41
	<b>Tool Replacement</b> (annually)	400.00	400.00	400.00
<b>Shift Premium:</b>				
	2 <sup>nd</sup> Shift (hourly)	0.34	0.34	0.35
	3 <sup>rd</sup> Shift (hourly)	0.50	0.51	0.52

**Paraprofessional:**

60-day Probationary	(hourly)	7.96	8.04	8.12
Step #1	(hourly)	9.73	9.83	9.93
Step #2	(hourly)	10.89	11.00	11.11
Step #3	(hourly)	11.94	12.06	12.18
Step #10	(hourly)	12.69	12.82	12.95
Step #18	(hourly)	12.79	12.92	13.05

**Transportation:****"A" Run**

1-10 years	(daily)	57.89	58.47	59.05
10 years	(daily)	63.80	64.66	65.08
18 years	(daily)	64.55	65.20	65.85

**"B" Run**

1-10 years	(daily)	66.67	67.34	68.01
10 years	(daily)	72.56	73.29	74.02
18 years	(daily)	73.32	74.05	74.76

**"C" Run**

1-10 years	(daily)	75.41	76.16	86/92
10 years	(daily)	81.34	82.15	82.97
18 years	(daily)	82.06	82.88	83.71

<b>Field Trip Pay:</b>	(hourly)	11.98	12.10	12.22
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Meals:	Breakfast	6.00	6.00	6.00
	Lunch	7.00	7.00	7.00
	Supper	12.00	12.00	12.00

Additional 15 cents per/mile per/day for regular runs over 125 miles

Employees will be afforded with the option of receiving pay in either 21 or 26 payments or paid as it is earned.

Employees being permanently transferred between pay classifications will be placed at the sixty (60) day probationary rate (or step one or year one where there is no probationary rate). Where the schedule has a probationary rate, after the sixty (60) days, the employee will advance to the next step. Advancement thereafter will be based upon years of service in the pay classification.

The following will apply to longevity pay for those employees hired prior to July 1, 1998. Although the employee will be placed on the probationary step (where one exists) when transferring between pay classifications, the longevity calculation will be as follows:

<u>Classification</u>	<u>Years 10-18</u>	<u>Year 19+</u>
Custodial	Step 10 minus step 3	Step 18 minus step 3
Dietary	Step 3 minus step 2	Step 4 minus step 2
Maintenance	Step 10 minus step 1	Step 18 minus step 1
Mechanics	Step 10 minus step 1	Step 18 minus step 1
Mechanic Asst.	Step 10 minus step 1	Step 18 minus step 1
Paraprofessionals	Step 10 minus step 3	Step 18 minus step 3
Transportation	Step 10 minus step 1-10	Step 18 minus step 1-10

**APPENDIX A - WAGES**

(For employees hired and/or rehired after June 30<sup>th</sup>, 1998.

**Salary Schedules**

<b><u>Classification:</u></b>		<b><u>0%</u></b> <b><u>2009-10</u></b>	<b><u>1%</u></b> <b><u>2010-2011</u></b>	<b><u>1%</u></b> <b><u>2011-2012</u></b>	
<b>Custodial:</b>					
	60-day Probationary (hourly)	11.29	11.40	11.51	
	Step # 1 (0-2 years) (hourly)	12.25	12.37	12.49	
	Step # 2 (3-5 years) (hourly)	14.06	14.20	14.34	
	Step # 3 (6-8 years) (hourly)	15.08	15.23	15.88	
	Step #4 (9+ years) (hourly)	16.12	16.28	16.44	
<b>Dietary:</b>					
	60-day Probationary (hourly)	7.96	8.04	8.12	
	Step #1 (0-2 years) (hourly)	9.01	9.10	9.19	
	Step #2 (3-5 years) (hourly)	9.78	9.88	9.98	
	Step #3 (6-8 years) (hourly)	10.48	10.58	10.69	
	Step #4 (9+ years) (hourly)	11.23	11.34	11.45	
<b>Maintenance:</b>					
	Step #1 (0-2 years) (hourly)	15.34	15.49	15.64	
	Step #2 (3-5 years) (hourly)	16.11	16.27	16.43	
	Step #3 (6-8 years) (hourly)	17.00	17.17	17.34	
	Step #4 (9+ years) (hourly)	17.82	18.00	18.18	
<b>Mechanics:</b>	<b>Head Mechanic</b>				
	Step #1 (0-2 years) (hourly)	15.34	15.49	15.64	
	Step #2 (3-5 years) (hourly)	16.11	16.27	16.43	
	Step #3 (6-8 years) (hourly)	17.00	17.17	17.34	
	Step #4 (9+ years) (hourly)	17.82	18.00	18.18	
<b>Mechanics:</b>	<b>Assistant Mechanic</b>				
	Step #1 (0-2 years) (hourly)	14.20	14.34	14.48	
	Step #2 (3-5 years) (hourly)	15.12	15.27	15.42	
	Step #3 (6-8 years) (hourly)	16.04	16.20	16.36	
	Step #4 (9+ years) (hourly)	17.50	17.68	17.86	
	<b>Tool Replacement</b> (annually)	400.00	400.00	400.00	400.00
<b>Shift Premium:</b>					
	2 <sup>nd</sup> Shift (hourly)	0.34	0.34	0.35	
	3 <sup>rd</sup> Shift (hourly)	0.50	0.51	0.52	



**Paraprofessional:**

60-day Probationary	(hourly)	7.95	8.03	8.11
Step #1 (0-2 years)	(hourly)	8.74	8.83	8.92
Step #2 (3-5 years)	(hourly)	9.83	9.93	10.03
Step #3 (6-8 years)	(hourly)	10.87	10.98	11.09
Step #4 (9+ years)	(hourly)	11.94	12.06	12.18

**Transportation:**

<b>"A" Run</b>	(daily)	57.89	58.47	59.05
<b>"B" Run</b>	(daily)	66.67	67.34	68.01
<b>"C" Run</b>	(daily)	75.41	76.46	77.22
<b>Field Trip Pay:</b>	(hourly)	11.98	12.10	12.22
Meals:	Breakfast	6.00	6.00	6.00
	Lunch	7.00	7.00	7.00
	Supper	12.00	12.00	12.00

Additional 15 cents per/mile per/day for regular runs over 125 miles.

Employees being permanently transferred between pay classifications will be placed at the sixty (60) day rate (or step one or year one where there is no probationary rate). Where the schedule has a probationary rate, after the sixty (60) days, the employee will advance to the next step. Advancement thereafter will be based upon years of service in the pay classification.

Employees will be afforded with the option of receiving pay in either 21 or 26 payments or paid as it is earned.

**Appendix B**

**Grievance Report Form**

Grievance #: \_\_\_\_\_ Date Filed: \_\_\_\_\_  
Grievant: \_\_\_\_\_ Classification: \_\_\_\_\_  
Building: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**Step #1**

Date When Cause of Grievance Occurred: \_\_\_\_\_  
Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Disposition of Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_

Immediate Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_ Grievance Resolved (cc: Employer, Union, and Grievant)  
\_\_\_\_\_ Grievance Taken to Step #2 (cc: Union President)

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Steward's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step #2**

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Disposition of Superintendent of Schools: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_ Grievance Resolved (cc: Employer, Union, and Grievant)  
\_\_\_\_\_ Grievance Taken to Step #3 (cc: Council 25 Representative)

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step #3**

Disposition of Appeals Board Issued: \_\_\_\_\_  
Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_ Grievance Resolve (cc: Employer, Union, and Grievant)  
\_\_\_\_\_ Grievance Taken To Step #4 (cc: Arbitrator)

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Union's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### APPENDIX C

The following list of nine (9) employees are those who occupy the eight (8) hour positions referenced in Article 11(A) as of April 2<sup>nd</sup>, 2001. It is hereby agreed, as any one (1) of these employees severs her employment, transfers outside of the Paraprofessional classification (including positions outside of the bargaining unit), the number of positions the District is required to maintain before it can establish part-time positions will be reduced accordingly:

1. Deanna E. Ruckman
2. Jacquelyn A. Wrona
3. Kathleen M. Kohlhas
4. Susan M. VanZwoll
5. Patricia J. Collins
6. Patricia A. Greathouse
7. Judith J. Leveille
8. Beverly J. Green
9. Deborah K. McGilton