

# **Master Contract Agreement**

**Between**

**North Branch Area  
Schools Employees**

**Local 1421.01**

**Council #25**

**A.F.S.C.M.E.**

**AFL-CIO**

**And**

**The North Branch  
Board of Education**

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**2019-2021**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
AGREEMENT	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 EMPLOYER RIGHTS	1
ARTICLE 3 AID TO OTHER UNIONS	1
ARTICLE 4 STEWARD AND ALTERNATE	1
ARTICLE 5 SPECIAL CONFERENCES	2
ARTICLE 6 GRIEVANCE PROCEDURE	2-3
ARTICLE 7 NOTICE OF DISCIPLINARY ACTION	3
ARTICLE 8 DRUG AND ALCOHOL TESTING	3-4
ARTICLE 9 SENIORITY	4-5
ARTICLE 10 SUPPLEMENTAL AGREEMENT	6
ARTICLE 11 LAY OFF & RECALL PROCEDURE	6
ARTICLE 12 VACANCIES, TRANSFERS, & PROMOTIONS	6-7
ARTICLE 13 VETERANS	7
ARTICLE 14 UNION BULLETIN BOARDS	7
ARTICLE 15 NEW CLASSIFICATION	8
ARTICLE 16 TEMPORARY EMPLOYMENT STATUS	8
ARTICLE 17 JURY DUTY	8
ARTICLE 18 NO STRIKE PLEDGE	8
ARTICLE 19 WORKER'S COMPENSATION	8
ARTICLE 20 WORKING HOURS	8-9
ARTICLE 21 ACT OF GOD DAYS	9
ARTICLE 22 LEAVE	9-11
ARTICLE 23 HOLIDAY PROVISIONS	11
ARTICLE 24 INSURANCE COVERAGE	11-12
ARTICLE 25 COMPUTATION OF BENEFITS	12
ARTICLE 26 LONGEVITY	13
ARTICLE 27 METHOD OF PAYMENT	13
ARTICLE 28 TERMINATION OF AGREEMENT	13
ARTICLE 29 APPENDICES	13
AGREEMENT SIGNATURES	14
APPENDIX A RETIREMENT PAY	15
APPENDIX B CLASSIFICATION AND RATE	15
APPENDIX C AIDES	15
APPENDIX D PARAPROFESSIONALS	16
APPENDIX E COOKS	16
APPENDIX F DEFINITION OF TERMS	16



**AGREEMENT**

This Agreement entered into this 26<sup>th</sup> day of November 2018, between North Branch Area Schools, hereinafter referred to as the Employer and North Branch Area Schools Employees, Chapter of Local 1421.01, affiliated with Council #25 - AFSCME, AFL-CIO, hereinafter referred to as the Union.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 1 – RECOGNITION**

The Employer does hereafter recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer as certified by the Employee Relations Commission included in the Bargaining Unit described below.

THE UNIT:       Cooks, Delivery/Utility, Secretaries, Nurse, Paraprofessionals, and Aides. Excluding supervisors, managers, administrators, computer technicians, bookkeepers, Superintendent’s secretary, teachers, students, and all substitute employees, all temporary employees, and all other employees.

**ARTICLE 2 - EMPLOYER RIGHTS**

The Board of Education and its administrative staff, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties and facilities; the determination of all financial policies; the placement of operations; the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel; and determine the size of the workforce; assign work; and subcontract work.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of the Agreement and applicable State and Federal Constitutions, statutes, rules and regulations.

Nothing in this Agreement shall be construed to limit the Employer’s rights with respect to those matters designated in the Public Employment Relations Act (PERA) as management’s rights and prohibited subjects of bargaining. Finally, pursuant to PA 9 of 2011, an Emergency Manager appointed under the Local Government and School Accountability Act may reject, modify, or terminate this Collective Bargaining Agreement as provided within the Local Government and School District Accountability Act.

**ARTICLE 3 - AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization, which purports to engage in Collective Bargaining or make any such group or organization for the purpose of undermining the Union.

**ARTICLE 4 - STEWARD AND ALTERNATE**

The Steward and Chairman, during their working hours and with prior permission of their Supervisor, may investigate grievances or attend conferences as long as it does not disrupt the operation of the school system and they shall be paid for such time limited to 24 hours annually for each Steward and Chapter Chairperson. Abuses of this privilege may result in revoking of the privilege by the Employer. Each Steward and Chapter Chairperson shall be allowed without loss of pay to attend an arbitration hearing for grievance.

## ARTICLE 5 - SPECIAL CONFERENCES

- A. Special Conferences for important matters will be arranged between the Chapter Chairperson or his/her designee and the Employer or its designated representatives upon request by either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangements for such Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conferences are requested. Matters taken up in Special Conferences shall be confined to those included on the agenda and shall not include any matter which is currently the subject of a grievance.
- B. This Article will in no way limit meetings between classifications or groups of classifications and the Employer. For Employer called meetings it is understood that employees will be expected to attend up to three (3) hours of meeting time per year without compensation, at the discretion of the Superintendent.

## ARTICLE 6 - GRIEVANCE PROCEDURE

- A. **Definition:** A grievance shall mean a complaint by an employee in the Bargaining Unit, or by the Union, that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement. A grievance will state specifically which section of the contract has allegedly been violated, a brief statement of the facts upon which the grievance is based and the remedy requested.

- B. **Procedure:**  
**Verbal Step.** An employee who feels he/she has a grievance must first take the matter up verbally with his immediate Supervisor and Steward within five (5) working days of when he/she becomes aware of the matter. If this fails to resolve the grievance, within two (2) working days, the Steward shall reduce the grievance to the first written step of the Grievance Procedure.

**Step 1.** The aggrieved employee or the Steward shall take the grievance up, in writing, with the employee's immediate Supervisor within five (5) working days of the circumstances, which gave rise to the grievance. The employee's immediate Supervisor will answer in writing in not more than two (2) working days.

**Step 2.** If the grievance is not settled under Step 1, the grievance shall be presented to the Superintendent of Schools or his representative, within three (3) working days of the answer at Step 1. A written decision shall be returned to the employee within five (5) working days.

**Step 3.** If the answer provided in Step 2 is not satisfactory and the Union desires to appeal the grievance to the next step of the procedure, they must notify the Employer in writing within five (5) working days. The representative of the Council and/or the International Union, the Chapter Chairperson of the Unit, and the appropriate classification Steward will review the appeal with two (2) representatives of the Employer within fifteen (15) working days of receipt of the notice of appeal.

If the answer given to the Union at this step is not satisfactory, the Union will notify the Employer within five (5) working days of the meeting that the grievance shall be submitted to an Arbitrator. The Arbitrator shall be selected by the members of the Appeal Board referenced in the preceding paragraph, or in the event they cannot agree upon an Arbitrator within thirty (30) working days, the Arbitrator shall be selected from a list submitted to the parties by the American Arbitration Association, to the extent that the laws of the State of Michigan permit. It is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, and the employee or employees involved and the Employer, and that there shall be no appeal from the Arbitrator's decision. The Union agrees to discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from any decision of an Arbitrator.

The fees and expenses of the Arbitrator shall be borne equally by the Union and the Employer.

All other expenses incurred shall be paid by the party incurring them.

**ARTICLE 6 (Cont.)**

Any grievance not taken to the next step of the procedure by the Union within the contractual time limit shall be considered settled by the Employer's last answer. Any grievance not answered by the Employer within the time limits automatically goes to the next step.

Only one grievance at a time may be taken to the same Arbitrator.

The grievance of any employee which only affects that employee, except in the case of discharge, who is no longer an employee of the school district, shall be deemed to be dropped.

A grievance may be withdrawn without prejudice and if so withdrawn all financial liability will be canceled. Where one or more grievances involve the same issue, only one grievance need be taken through the procedure as the disposition given to the one grievance or the settlement of the grievance shall be the settlement of all grievances on the same subject.

After the grievance has been referred to the AAA, it may not be withdrawn except by mutual consent.

**ARTICLE 7 - NOTICE OF DISCIPLINARY ACTION**

- A. An employee shall be entitled to have a representative of the Union at the time when the employee is being reprimanded, disciplined, or has the reasonable belief the meeting may lead to discipline for any infraction of work rules, policies, delinquencies in performance, etc. It is the employee's responsibility to request a Union representative for disciplinary action. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until a representative of the Union is present.
- B. The Employer agrees to submit written notification of discharge, or a disciplinary lay-off of a permanent employee to the Union, providing the affected employee agrees to said notification.
- C. Use of Past Record: On imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless the prior discipline is used to show a pattern of behavior.
- D. If the employee has falsified his/her employment application, regardless of when the falsification occurred, the employee may be discharged for such falsification.

**ARTICLE 8 - DRUG AND ALCOHOL TESTING**

Section 1 - Policy and Rule: Unauthorized possession, use, distribution, or transfer of alcohol, drugs, controlled substances, drug paraphernalia or combinations thereof, on the property of North Branch Area Schools (including school owned vehicles and any private vehicles parked on school property) is strictly prohibited.

Reporting to or being at work under the influence of illegal drugs, other unauthorized controlled substances, or alcohol is prohibited. Being "under the influence" shall include having any measurable level of alcohol or other intoxicants in the employee's system.

Employees who are required to use legal drugs, prescribed drugs, or narcotics shall report the use of such drugs to his/her Supervisor, along with acceptable medical documentation, in the case of prescribed drugs or narcotics. An employee using a prescription drug shall consult with his/her physician and provide the employer with a written statement from his/her physician advising of any adverse effects on his/her ability to fulfill the job duties.

Section 2 Reasonable Suspicion Testing: Testing for controlled substances and/or alcohol will be administered to employees when there is reasonable suspicion to believe that the employee is violating the prohibitions set forth herein.

## ARTICLE 8 (Cont.)

When the Employer has determined that reasonable suspicion exists, the employee will be advised that they have the right to have the Union Steward or Chapter Chair present. If Union representation is declined, it shall be by written documentation.

If the employee refuses to consent to testing, he/she will be instructed, in writing, to appear and to submit a urine/blood sample at the designated collection site for the purpose of testing for alcohol and/or controlled substances immediately. Other written directive to produce such a sample shall contain a statement that failure to submit the sample at the required place and time will be considered insubordination and may result in discipline or discharge. The Employer will provide transportation to the designated collection site for the purpose of collection of a urine/blood sample.

Section 3 Post Accident Testing: Employees will be required to provide a urine/blood sample to be tested for the presence of alcohol and/or controlled substance as soon as possible after any accident. The urine/blood/breath specimen is to be supplied as soon as possible at the direction of the Employer.

An employee who is seriously injured, making them unable to provide urine/blood/breath sample, shall give the Employer necessary authorization to obtain hospital reports and other documents that would indicate the presence of any controlled substance in his/her system.

Section 4 Testing in Conformity with the Omnibus Transportation Employee Testing Act: The Employer may, pursuant to this provision, test employees in manner necessary to allow compliance with the Omnibus Transportation Employee Testing Act of 1991 and the Department of Transportation Regulations implementing the Act. Since the Omnibus Transportation Employee Testing Act requires random testing to CDL holders, such random testing is authorized to the extent necessary to comply with the statutory provisions of the Act or the Drug-Free Workplace Act.

Section 5 Disposition: Employees who test positive are subject to termination. Positive testing may result in the employee referral to a supervised drug and/or alcohol treatment program. The Employer, in its sole judgment, may choose to forego termination and require an employee to participate in a rehabilitation program for a period of up to sixty (60) days provided that:

1. The employee satisfactorily completes the drug and/or alcohol treatment program.
2. The employee remains free of drugs and/or alcohol and strictly complies with North Branch Area School's overall drug and alcohol policy.
3. The employee tests negative for controlled substances and/or alcohol prior to returning to work with the School District.
4. The employee must continue in any after-care program designated by the employer after he/she returns to work.

An employee may return to his/her former classification, position, shift, wages, and benefits after meeting the requirements listed above.

The Employer may randomly test an employee within twelve (12) months upon returning to work under this policy. An employee who tests positive for a second time will be terminated.

## ARTICLE 9 - SENIORITY

- A. **Probationary Employees:** New employees hired in the Unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes a probationary period by accumulating sixty (60) working days of employment, said employee shall be entered on the Seniority List of the Unit and shall rank for seniority from the date of sixty (60) working days prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees. The probationary period may be extended for a specified period of time by the Employer for a period not to exceed thirty (30) working days subject to discussion with the Union. The reason for the extension shall be put in writing and provided to the employee and the Union.
- B. **Representation of Probationary Employees:** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment as set forth in this Agreement. Employees may be summarily discharged during the probationary period without employee or Union recourse. Therefore, discharge of probationary employees shall not be subject to the grievance procedure.

**ARTICLE 9 (Cont.)**

- C. Seniority shall be on an employer wide basis in accordance with employee's most recent date of hire, except as otherwise specified.

**SENIORITY LIST**

- D. Seniority shall not be affected by the race, sex, color, national origin, religion, disability, height, weight, marital status or dependents of the employee and will be applied, equally, to all employees in the bargaining unit without discrimination, in accordance with State and Federal laws.
- E. The Seniority list will show the names and job titles of all employees of the Unit entitled to seniority.
- F. The Employer shall prepare a Seniority List no later than October 1 of each year. This list will be sent to the Union Officers, Stewards, and all Union members by district email. The list will be posted in each building for review by the membership. Any challenges to the seniority list regarding any employee's position must be made in writing and presented to the employee's Steward within 10 days of the posting. A committee composed of the Union Chapter Chairperson and two other Union representatives shall meet with the Superintendent or his designee and one other representative from management to hear the challenge and make a final determination by majority vote of the committee.
- G. The Employer shall keep the seniority list up-to-date after certification with respect to new hires, transfers, resignations and unpaid leave for more than 30 consecutive days.
- H. If more than one individual in the same classification has the exact seniority date placement on the Seniority List shall be by date of hire. If date of hire is identical, placement on the seniority list will be determined by drawing lots among the affected Union members. It will be the responsibility of the Union to conduct these drawings and notify the employer in writing of the results.

**LOSS OF SENIORITY**

- I. An employee shall lose his seniority for the following reasons:
- The employee quits.
  - The employee is discharged. In the case of discharge for willful destruction of district property, theft, or other criminal acts, the employee shall lose in addition to seniority, all accrued benefits under this Agreement.
  - The employee is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made by the Employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost seniority and employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
  - If the employee does not return to work when recalled from layoff set forth in the recall procedure. Exceptions may be made by the Employer.
  - The employee retires.
  - Employee transfer to a position outside the Unit as referenced in Article 12, C.

**SENIORITY OF STEWARDS**

- J. Stewards and the Chapter Chairman shall in the event of a layoff, of any type, be able to bid on any open job in the Unit which they can perform whether or not they have held that classification and shall be recalled to work in the event of a layoff on the first open job in the Unit which they can perform.



## **ARTICLE 10 - SUPPLEMENTAL AGREEMENT**

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be re-opened on any item, whether or not contained herein, or whether or not discussed at any time during negotiations during the life of this Agreement. Exceptions may be made by mutual consent.

## **ARTICLE 11 - LAY OFF & RECALL PROCEDURES**

The word "lay-off" means a reduction in the working force during the normal term of the employee, due to a decrease in work or financial crisis or modernization. If it becomes necessary to lay off employees during the time they normally would be working the following procedures will be mandatory:

- A. Probationary and temporary employees in the classification will be laid off first. Regular employees can bump a probationary or temporary employee in another classification so long as they are qualified. (As defined in Article 25)
- B. Seniority employees will be laid off in inverse order of seniority by classification.
- C. When a senior employee is scheduled for lay off during the normal term of his/her employment shall have the right to displace a lesser seniority employee in an equal or lower classification regardless of the number of hours worked provided the employee scheduled to be laid off has previously held that classification and is qualified to fulfill job duties.
- D. The employee's seniority shall be frozen while on lay off.
- E. The employees to be laid off for an indefinite period of time due to a lay-off during their normal time of employment will have at least seven (7) calendar days' notice prior to lay-off except in the case of emergency. The local Union secretary shall receive a list from the employer of the employees being laid off prior to the actual lay-off.

### **RECALL PROCEDURE**

- F. When the work force is increased after lay-off, employees will be recalled according to seniority within their classification. Employer shall send notice of recall to the employee by certified mail to the employee's last known address. An employee will remain on the call back list for a term equal to his/her employment. If an employee fails to notify the Employer of his intent to report back to work within five (5) calendar days, excluding weekends and holidays, from the date of mailing of the notice of recall, he/she shall be considered a quit and shall forfeit all accrued benefits. An employee shall have a maximum of ten (10) calendar days from the receipt of the notice to report for work.
- G. Laid off employees working only when school is in session, will be notified by mail as to the tentative starting date of the new school year. Those employees intending to renew their employment shall use the form at the bottom of the notification letter to inform the Employer. Failure to do so on the part of the employee shall be considered a quit and the employee shall forfeit all accrued benefits.

## **ARTICLE 12 - VACANCIES, TRANSFERS & PROMOTIONS**

- A. **Temporary Assignments:** Temporary assignment of employees for the purpose of filling vacancies of Union employees who are absent because of illness or other leave, for up to ten (10) working days, will be filled at the discretion of the Employer, with consideration given to equalizing additional working time. After ten (10) working days, the assignment will be considered for a Long-Term Transfer. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.
- B. **Long-Term or Permanent Transfer:** In the event of a vacancy (i.e., the employee is not expected to return to the position) or a newly created position within a classification within the Unit, employees in that classification

**ARTICLE 12 (Cont.)**

shall be given the opportunity to transfer to the position. In such cases, all such vacancies and newly created positions within the classification shall be posted in a conspicuous place in each building in the district for at least five (5) calendar days. The Employer may fill these vacancies on a temporary basis without regard to seniority for fifteen (15) working days. Employees desiring to have the opportunity to fill such vacancies or newly created positions shall make an application in writing to the Employer. The Employer shall have the discretion to fill the vacancy by transferring an employee who possesses the minimum qualifications for the position and who applies for the transfer. The employer will consider the transfer candidates based on qualifications and seniority, through an interview process.

- C. Seniority of Transferred Employees. If the Employer transfers an employee from a Bargaining Unit position to one that is not included in the Bargaining Unit, the employee will retain Bargaining Unit seniority for a two (2) year period, but will not accrue additional seniority during the time spent outside of the Bargaining Unit.

**PROMOTIONS**

- D. Promotions shall be defined as a change to a job with a higher rate of pay, or one which normally provides more working hours outside the existing classification and is within the bargaining unit. Promotions within the bargaining unit shall be based on qualifications, experience, seniority, and other relative factors as determined by the Employer. Job vacancies will be posted for a period of five (5) working days. When qualifications are essentially the same, the employee with the most seniority will be given a trial period of twenty (20) working days. During the trial period, the employee shall receive the rate of the job they are performing. In the event the Union applicant is denied the promotion, reasons for the denial shall be given in writing, to the chapter chairperson within five (5) working days after the position is filled. The employer will give the Union Chapter Chairperson advance notice of upgrading in all job qualifications as they occur from time to time.

**ARTICLE 13 - VETERANS**

- A. The re-employment rights of employees and probationary employees called into military services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is engaged in open hostility involving acts of warfare will be in accordance with all applicable laws and regulations.

**EDUCATION LEAVE OF ABSENCE FOR VETERANS**

- B. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted a leave of absence for a period of one year renewable at the discretion of the Employer.
- C. Employees who are in some branch of Armed Forces Reserves, or the National Guard, will be paid the difference between their Reserve Pay and their regular pay with the Employer, for when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

**ARTICLE 14 - UNION BULLETIN BOARDS**

The Employer will provide space in each building, which may be used by the Union for posting notices of the following type:

1. Notice of recreational and social events
2. Notice of elections
3. Notice of results of elections
4. Notice of meetings

The Union will provide the Superintendent with a copy of all such notices.

**ARTICLE 15 - NEW CLASSIFICATION**

When a new job is placed in the Unit and cannot be properly placed in Appendix B, the Employer will establish a rate. The job will be paid that rate for a thirty (30) working day trial period, after which a permanent rate shall be established by the Employer. In the event the Union does not agree with the rate of the new job, it shall be subject to negotiations.

**ARTICLE 16 - TEMPORARY EMPLOYMENT STATUS**

The Employer may hire temporary employees during those months when schools are normally not in session, provided however, in no case will the period of employment of these temporary employees exceeds ninety (90) calendar days. It is expressly understood that the temporary employees may not be employed during a lay-off of regular employees. Temporary employees are not covered by any other provisions of this Agreement. The employer may hire school session employees who desire to work when school is not in session. Such employees may apply for available positions regardless of classification. Bargaining Unit will be considered first with the exception of students paid by the Government.

**ARTICLE 17 - JURY DUTY**

- A. Provided the employee presents satisfactory evidence that he/she had Jury Duty on the employee's workday, the Employer will pay an employee who serves on Jury Duty the difference between the employee's pay for jury duty, less mileage reimbursement, and the employee's regular rate of pay for each day served on jury duty, for a maximum of sixty (60) days in one (1) year.
- B. An employee does not have to report back to work on any Jury Duty day in which they serve over four (4) hours on a jury.

**ARTICLE 18 - NO STRIKE PLEDGE**

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that the difference shall be resolved by peaceful and appropriate means without interruption of the school program. The Union agrees that its Officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow-down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system pertaining to their wages, hours, and other conditions of employment.

**ARTICLE 19 - WORKER'S COMPENSATION**

- A. Each employee will be covered by the applicable worker's compensation laws.
- B. A disabled employee will be covered by the employee's own accumulated sick days, or by other form of Board paid insurances. An employee receiving Worker's Compensation under the above conditions will pay back to the Employer an equal amount received from Worker's Compensation.
- C. Employees may use sick leave for the first seven (7) days they are off on a compensatory injury.

**ARTICLE 20 - WORKING HOURS**

- A. A normal full workday will be as follows:

	<u>HOURS</u>
1. Secretaries, School Nurse,	7.5
2. Cook, Paraprofessional, Aide, Delivery/Utility	6
- B. Employees working six (6) or more hours will receive a ten (10) minute paid break each half-shift. Those employees working four and one-half (4.5) consecutive hours will receive one (1) ten (10) minute paid break.

**ARTICLE 20 (Cont.)**

**TIME AND ONE-HALF AND DOUBLE TIME**

- C. Time and one-half (1.5) will be paid for all work done on Saturdays except as otherwise noted. Time and one-half will also be paid for all hours over eight hours in any one day. Double time will be paid on Sundays and Holidays except where otherwise noted.

**EQUALIZATION OF OVERTIME HOURS**

- D. Overtime hours shall be divided as equally as possible among employees in the same classification and in the same building or work site.
- E. The Employer shall keep a record showing the overtime of each employee. The overtime record will be available to the Chapter Chairperson and/or Stewards.
- F. Extra time worked is not considered overtime until it goes beyond forty (40) hours in a work week.

**ARTICLE 21 - ACT OF GOD DAYS**

- A. Employees who normally do not work on snow days and report to work on a snow day will be compensated if school is not closed prior to the employee's first thirty (30) minutes after normal starting time. Compensation will be for all hours worked on that day with a minimum payment of one (1) hour, all compensation over one (1) hour will be paid in fifteen (15) minute increments.
- B. No extra compensation will be paid to employees for "make-up" days when the district falls below the required minimum number of days of instruction.
- C. Reference Article 22 for optional Act of God Days compensation.

**ARTICLE 22 - LEAVES**

**A. SICK LEAVE**

1. All seniority employees covered by this Agreement will be credited with one (1) equivalent shift per month in which they work toward sick leave. Employees' unused sick days shall accumulate from year to year. An employee must work the majority of the workdays in a given month to accumulate an earned sick day.
2. At retirement or permanent separation (not to include discharge or death) of employment the Employer shall pay the employee forty-five percent (45%) of their respective daily rate per each day of accumulative sick leave providing the employee has at least fifteen (15) years of continuous service with the Employer.
3. Employees must use all accrued sick or personal time before they can take time unpaid except for Long-Term Disability or Worker's Compensation claims. For FMLA leave, employees may reserve up to five (5) days of their accumulated sick time.
4. Employees may use up to five (5) of their accumulated sick days each school year to receive compensation for days when school is called off due to weather or other occurrence.
5. Employees may use up to three (3) sick days in a school year for the care of an immediate family member.

**B. FAMILY and MEDICAL LEAVE ACT (FMLA)**

1. The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the previous 12-month period. To the extent required

**ARTICLE 22 (Cont.)**

by law, an eligible employee is entitled to a total of 12 work weeks of leave during any twelve month period (measured back from the last use of FMLA leave) for one or more of the following:

- a. The birth and first-year care of a child;
  - b. The adoption or foster placement of a child and first-year care of the child;
  - c. The serious health condition of an employee's spouse, parent, or child;
  - d. The employee's own serious health condition.
2. Said leave shall be unpaid following utilization of all sick leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.
  3. FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act. To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.
  4. Employee returning from leave taken under the Act will be to an equivalent position if required by the Act and as governed by relevant contract provision.

**C. UNPAID LEAVE OF ABSENCE**

1. Unpaid leaves of absence for a period not to exceed one (1) year may be granted at the sole discretion of the Superintendent or designee for the following reasons:
  - Serving on an elected or appointed position in public office or Union office
  - Maternity/Child Care Leave
  - Illness Leave (physical or mental)
  - Prolonged illness in the immediate family
  - Educational Leave

Such leaves may be extended at the sole discretion of the Superintendent or designee.

2. Employees whose absence extend beyond the twelve-weeks of Family Medical Leave (FMLA) and/or have qualified for Long-Term Disability benefits will be considered on unpaid leave of absence. After twelve consecutive work months on unpaid leave of absence the employee's position will be posted.
3. Employees' seniority will remain frozen while on any leave of absence granted by the provisions of this agreement and shall be returned to the position they held at the time the leave of absence was granted, or a similar position to which the employees' seniority entitles, if such a position is vacant and the employee is qualified and able to fulfill the job duties. If no vacancy exists, the employee with the least amount of seniority in the returning employees' classification may be laid off.
4. Members of the Union elected to attend a function of the International Union, such as a convention or educational conference, shall be allowed time off without pay to attend such conferences and/or conventions. The employee must give the Employer at least seven (7) days advance notice.
5. Anyone on unpaid leave must notify the Employer if they would like their health insurance coverage continued during their unpaid leave. The continuation of health insurance during unpaid leave of absences will be at the employee's expense.
6. Employer will grant leaves of absence consistent with the provisions of the Family/Medical Leave Act (FMLA).

**ARTICLE 22 (Cont.)**

**D. PERSONAL LEAVE DAYS**

Employees may request up to three (3) days of their sick leave allowance per year to be used as personal days. One (1) of the three (3) days may be used for any reason with the proper notification as stated elsewhere in this Article. The remaining two (2) days are to provide the employee with time off to handle personal matters which normally cannot be handled outside working hours, for example: medical, legal, domestic, banking, and dental appointments. Personal days may not be used on days immediately preceding or following holidays, or school session breaks, (such as winter or spring break) except in the case of an emergency at the sole discretion of the Employer, nor may they be used at any time if they interfere with the efficient operation of the department. The employee must notify the Employer of plans to use a personal day at least five (5) working days prior to the date requested except in the case of an emergency.

**E. FUNERAL LEAVE**

1. An employee may take up to three (3) scheduled workdays without loss of pay for death in the immediate family as referenced in Appendix F.
2. The employee will be allowed to use one sick day to attend the funeral outside of the immediate family.
3. In the event of the death of a member the Chapter Chairperson will be allowed time off to attend the funeral or Memorial Service.

**F. Time Off Without Pay:** Other than, as may be allowed under the FMLA, an employee cannot take a sick or personal day without pay. Should this be the case, it could be subject to discipline, in accordance with Article 7 of this Agreement. However, under extenuating circumstances, should a case arise where an employee has utilized all his/her sick and personal days and must request a day off without pay, it may be provided upon approval of the Employer.

**ARTICLE 23 - HOLIDAY PROVISIONS**

Employees who have completed their probationary period will receive holiday pay as specified below if they have worked on his/her last scheduled day immediately preceding the holiday and his/her first scheduled day following the holiday. School year employees will be paid holiday pay for only those holidays that fall within the first and last day of the employee's schedule work year. Designated holidays are:

- |                 |                           |                        |
|-----------------|---------------------------|------------------------|
| 1. Good Friday  | 3. Thanksgiving Day       | 5. Christmas Day       |
| 2. Memorial Day | 4. Day after Thanksgiving | 6. Day after Christmas |

When a holiday falls on Saturday, it will be recognized on Friday and holidays that fall on Sunday will be recognized on Monday.

**ARTICLE 24 - INSURANCE COVERAGE**

The Employer reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement with no reduction in the benefits described below.

**A. Hospitalization - Medical Coverage:**

The Board shall pay up to the state established annual cap for the health and prescription premium cost for the bargaining unit employee with a maximum 2-person coverage. Bargaining unit members shall pay all premium costs over the state established annual cap through payroll deduction. The Board retains the right to change the election in accordance with (2011 PA 152).

**No duplication of coverage.** This coverage shall be applied to all seniority employees. Anyone retiring at the end of the regular school year will have his or her health insurance continued through June 30 of that year. Employee contributions toward the premium shall be withheld from the employee's paycheck in equal installments on a pre-tax basis.

## **ARTICLE 24 (Cont.)**

- B. **Dental Insurance:**  
The Employer agrees to pay the premium for a Dental plan with 80/80/80 coverage with \$1,000 maximum for all eligible employees with a maximum 2-person coverage.
- C. **Vision Care Insurance:**  
The Employer agrees to pay the premium for a Vision Plan for all eligible employees with a maximum 2-person coverage.
- D. Employees who are eligible for health insurance but opt out of receiving insurance coverage under this Article, will receive two-hundred dollars (\$200) payable in the last check of the school year.
- E. **Life Insurance:**  
\$10,000 Life Insurance Policy for all eligible employees receiving health insurance (Eligibility Standards set by the Insurance Company). Any employee not eligible to receive policy will receive payment equal to the cost of the premium. Employees not receiving health insurance under the provision of this Agreement shall receive life insurance coverage in the amount of \$12,500.
- F. **Long-Term Disability Insurance:** Starting on the 90th day at 60% of employee's pay up to a monthly maximum benefit of \$1,500: For the purpose of LTD benefits, employees can only use their accumulated sick leave for the first ninety (90) days of disability. Starting with the 91st day of disability, the employee is obligated to draw from their LTD policy. Any accumulated sick days in excess of ninety (90) days will remain frozen for employee's use after being discharged from LTD coverage. An employee's health insurance premiums will continue to be paid by the employer for the number of accumulated sick days the employee had in reserve at the time of commencing LTD coverage. Employees will not be permitted to draw both LTD benefits and accumulated sick days simultaneously.

Part-time employees' fringe benefits will be computed on a pro-rated basis to the percentage they work as compared to a full-time employee.

## **ARTICLE 25 - COMPUTATION OF BENEFITS**

- A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- B. Employees hired after August 30, 2006 must work a minimum of 30 hours per week to be eligible for health, dental and vision insurance benefits. (Employees hired prior to August 31, 2006 will be eligible for insurance coverage if they work at least half-time in their positions as defined in Article 20)
- C. Less than full-time employees' fringes and benefits will be computed on a prorated basis to the percentage they work as compared to a full-time employee in the same classification.
- D. For the purpose of this Article, full time status refers to Article 20 at maximum hours.
- E. Less than full-time employees currently receiving complete fringe benefits shall be required to take additional work, when available, to maintain their full fringe benefits under this agreement. A former full-time employee returning from lay-off to a part-time position will receive pro-rated fringe benefits.
- F. An employee must work the majority of the regularly scheduled workdays between the start of the work-year and the longevity payment in December, to receive an annual longevity payment.

## ARTICLE 26 - LONGEVITY

Each Union member shall receive a longevity payment per the following schedule:

SERVICE YEARS	EARLIEST SENIORITY ON/OR BEFORE	2019-2020	EARLIEST SENIORITY ON/OR BEFORE	2020-2021
5 YEARS	6-30-15	\$245.00	6-30-16	\$245.00
9 YEARS	6-30-11	\$307.00	6-30-12	\$307.00
13 YEARS	6-30-07	\$369.00	6-30-08	\$369.00
17 YEARS	6-30-03	\$431.00	6-30-04	\$431.00
20 YEARS	6-30-00	\$496.00	6-30-01	\$496.00
25 YEARS	6-30-95	\$549.00	6-30-96	\$549.00

Longevity payments shall continue until retirement or separation. For the purpose of longevity credit, longevity will mean continuous service and payment will start at the beginning of each year (July 1<sup>st</sup>) on the above payment chart.

## ARTICLE 27- METHOD OF PAYMENT

- A. Effective July 1, 2020 all hourly employees will be paid for time worked as submitted on his/her timesheet each pay period.
- B. Employees may use payroll deduction for employer approved financial institutions and annuities.
- C. Employees required in the course of their workday to drive personal vehicles for school business, shall receive an allowance of the current IRS rate per mile.
- D. Employees will be paid a minimum of two hours of regular time for reporting to work when directed to report outside of their regular working hours.

## ARTICLE 28 - TERMINATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2019 and shall continue in full force and effect until June 30, 2021.

- A. If either party desires to amend and/or terminate this Agreement it shall, sixty (60) days prior to the above termination date, give written notification of the same. Notice shall be in writing and sent by Certified Mail.
- B. If neither party shall give such notice this Agreement shall continue in effect from year to year thereafter subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.
- C. If notice of amendment has been given in accordance with the above paragraphs, this Agreement may be terminated by either party, with a ten (10) day written notice of termination.
- D. Any amendments that may be agreed upon shall become, and be part of this Agreement, without modifying or changing any portion(s) of this Agreement.

## ARTICLE 29 - APPENDICES

The following are incorporated and made part of this Agreement:

- A. Retirement Pay
- B. Classification and Rates
- C. Aides
- D. Paraprofessionals
- E. Cooks
- F. Definition of Terms




AGREEMENT BETWEEN NORTH BRANCH AREA SCHOOLS AND NORTH BRANCH AREA SCHOOLS  
EMPLOYEES, CHAPTER OF LOCAL 1421.01, COUNCIL #25, AFSCME, AFL-CIO

July 1, 2019 AND TERMINATE June 30, 2021

In witness whereof the parties hereto have caused this instrument to be executed on the day and year which appears with their signatures.

For the Union:

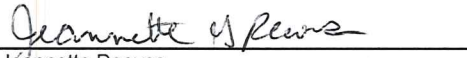
  
Terrie Campbell – MI AFSCME Council 25

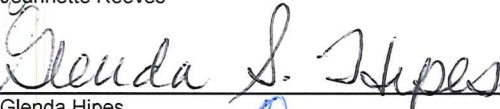
  
Joanne Bular – Chapter Chairperson

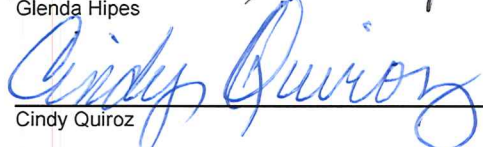
  
Deborah Vallie

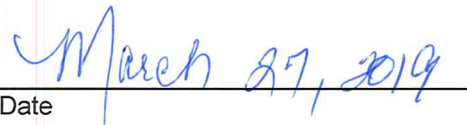
  
Tammy Clements

  
Brenda Butterfield

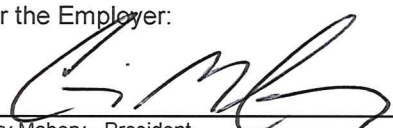
  
Jeannette Reeves

  
Glenda Hipes

  
Cindy Quiroz

  
Date

For the Employer:

  
Cory Mabery - President

  
Cheryl Howell - Vice President

  
Melissa Schank - Secretary

  
Daniel Deshetsy - Treasurer

  
Lori Lane - Trustee

  
Brendan Miller - Trustee

\_\_\_\_\_  
Tom Nellenbach - Trustee

\_\_\_\_\_  
Date

**APPENDIX A - RETIREMENT PAY**

Upon retirement and/or separation, an employee with fifteen (15) or more years of continuous service with North Branch Area Schools shall receive forty five dollars (\$45.00) retirement/separation pay for each year worked. An employee with twenty (20) or more years of continuous service shall receive sixty dollars (\$60.00) retirement/separation pay for each year worked

**APPENDIX B - CLASSIFICATION AND RATE**

CLASSIFICATION	2019-2020		2020-2021	
	HIRE DATE PRIOR TO 2-1-97**	HIRE DATE AFTER 2-1-97**	HIRE DATE PRIOR TO 2-1-97**	HIRE DATE AFTER 2-1-97**
AIDE	11.18	10.06	11.24	10.11
COOK	15.47	13.91	15.55	13.98
DELIVERY/UTILITY		13.36		13.43
PARAPROFESSIONAL	13.97	12.59	14.04	12.65
SECRETARY	16.40	14.77	16.48	14.84
SCHOOL NURSE		17.77		17.86
TRAINING RATE	Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage

\*\*Paraprofessionals and Aides hired after July 1, 2004 will receive the lower rate for that classification. All other employees hired after February 1, 1997 will receive the lower rate of pay for each classification.

Paraprofessionals, Aides, and Nurse, shall work school session days as scheduled by Employer.

Cooks will work school session days and up to three (3) additional days as scheduled by Employer.

Secretaries will work on all teachers work days, and up to an additional 30 days per work year (July 1 – June 30). The Employer shall schedule these additional days. If they are required to work on non-teacher, non-holiday days, they will receive their regular straight time rate.

The training rate will be paid for training scheduled by the Employer outside of normal work hours.

**APPENDIX C - AIDES**

- A. Aides shall be assigned to the “same position” held the previous year if the same position exists. If the number of hours has increased or decreased by more than 15 minutes per day, or if the position has been eliminated, staffing shall occur in accordance with Article 12. Any bumping resulting from a change in the initial position may occur simultaneously with the posting of a bid meeting with a listing of available positions.
- B. In the event of transfer from within the Aide classification, the employee may be trained to learn specific job requirements.
- C. Aides hired prior to May 1, 1993 will be paid at the Paraprofessional rate at the higher level. Aides hired after May 1, 1993 but, before July 1, 2004, will be paid at the higher level Aide rate. These dates will be considered for compensation of Paraprofessionals transferring (voluntarily or involuntarily) to a position in the Aide classification.
- D. As it pertains to Article 11 and Article 12, the Paraprofessional and the Aide classifications will be considered the same for employees employed on August 15, 2005.

#### **APPENDIX D - PARAPROFESSIONALS**

- A. Paraprofessionals shall be assigned to the "same position" held the previous year if the same position exists. If the number of hours has increased or decreased more than 15 minutes per day, or if the position has been eliminated, staffing shall occur in accordance with Article 12. Any bumping resulting from a change in the initial position may occur simultaneously with the posting of a bid meeting with a listing of available positions.
- B. In the event of transfer from within the Paraprofessional classification, the employee may be trained to learn specific job requirements.
- C. Any applicant for a Paraprofessional position must meet the qualifications established by the Employer.
- D. As it pertains to Article 11 and Article 12, the Paraprofessional and the Aide classifications will be considered the same for employees employed on August 15, 2005.

#### **APPENDIX E - COOKS**

- A. If extra time is required as part of the job responsibility it stay with the person holding that job. (cleaning fryers, slicing meat, etc.)
- B. Extra time for inventory and state truck shipments will be given based on seniority in the building.
- C. For special events, extra time will be given based on seniority within the district.
- D. Overtime will be equalized as evenly as possible among all cooks in the district.

#### **APPENDIX F - DEFINITION OF TERMS**

As used in this Agreement, the following terms shall have the meanings set below:

*"Displaced employee"* is an employee whose current position is being eliminated, reduced or who has been bumped from their position and has sufficient seniority to maintain employment within the Bargaining Unit, subject to the provisions of Article 11.

*"Immediate Family"* is inclusive of: mother, father, children (own, adopted, step and/or foster), brother, sister, brother-in-law, sister-in-law, spouse, parents of spouse, and grandparents or grandchildren of the employee.

*"Laid-off employee"* is an employee who does not have sufficient seniority to maintain employment in the Bargaining Unit. Any employee who is laid-off will receive verbal and written notice in accordance with Article 11.

*"Work Week"* means a calendar week starting Sunday and ending Saturday.