



Master Agreement

between

The Center Line Board of Education

and

**The American Federation of State, County
and Municipal Employees**

AFL-CIO, Local 3154 of Michigan Council

No. 25

2018-2020

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2018-2020

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**Agreement Between the Board of Education
of
Center Line Public Schools
and the
American Federation
of
State, County and Municipal Employees
Local 3154
AFL-CIO
of Michigan Council No. 25**

Preamble

This agreement, entered into the 1st day of July, 2018, is between the Center Line Public Schools, County of Macomb, State of Michigan, hereinafter referred to as the "School Board" and the Center Line Secretarial, Clerical, and Supportive Staff, Local 3154, affiliated with Michigan Council #25, chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The Board of Education

Except as modified by the terms of this agreement, the Center Line Board of Education retains all rights and powers to manage the Center Line Public Schools District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan inherent in responsibilities to manage a public school system.

Witnesseth

WHEREAS, the School Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community will be protected and served by an agreement between the parties hereto which will promote and insure peaceful, industrial and economic relations between the parties during the term of this agreement. It is mutually hereby agreed as follows:

ARTICLE I - Definitions

BOARD: The Board of Education of Center Line Public Schools.

LOCAL 3154: The Center Line Secretarial, Clerical, and Supportive Staff.

DISTRICT: The territory officially designated as the Center Line Public Schools School District.

CATEGORIES:

Category A: Those employees normally working seven (7) hours per day for fifty-two (52) weeks.

Category B: Those employees normally working seven (7) hours per day or seven and one-half (7.50) hours per day for less than fifty-two (52) weeks.

Category C: Those employees normally working six and one-half (6.50) hours per day. (Media Technicians)

- Category D: Those employees normally working six and one-quarter (6.25) or less hours per day not identified in Category E.
- Category E: Those employees whose workday is dependent upon school programs, enrollment, federal programs, or state programs. (Teacher/Building-Aides, Paraprofessionals)
- Category F: Those employees working four (4) hours per day for fifty-two (52) weeks.

IMMEDIATE

SUPERVISOR: The administrator of any work location, functional division, or group.

SUPERINTENDENT: The person responsible for the administration and supervision of the schools in the district or any person to whom he/she may delegate authority in a particular situation.

ARTICLE II - Recognition

1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all full and part-time secretarial, clerical, supportive personnel, and teacher/building aides employed or to be employed by the Board.
2. Excluded from the unit will be supervisory personnel, Secretary to the Superintendent, Secretary to the Assistant Superintendent for Administrative Services or his/her successor. It is expressly understood that the number of excluded clerical, confidential positions shall not exceed two without the mutual consent of the parties.
3. Basic Agreement
 - A. Employees will faithfully perform their assigned duties in an efficient manner under the terms of this contract and other rules and policies established by the Superintendent and the Board as they may relate to their work and will not divulge information regarding pupils, employees, parents, or school business except as required in the regular performance of their duties.
 - B. The parties mutually agree that the provisions of the agreement and the wages, hours, terms, and conditions of employment shall be applied without discrimination with respect to race, color, religion, national origin or ancestry, gender, age, disability, height, weight, marital status, membership in the organization, or members holding office in the organization.
 - C. The Board will compensate employees according to the attached schedule for their services to the District.
 - D. Except as modified by the terms of this contract, the Board retains all rights and powers to manage the Center Line Public Schools District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan and inherent in responsibilities to manage a public school system.
 - E. Nothing in this contract shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

ARTICLE III - Union Dues and Initiation Fees

1. Union Security
 - A. On the effective date of this agreement, all employees covered by this agreement who are members of the Union will remain members for the duration of this agreement.
 - B. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of the Employer's complying with the provisions of this Article.

ARTICLE IV - Effect of Agreement

1. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. All amendments shall be ratified by both the Board of Education and Local membership before being put into effect.
2. If any provision of this agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this agreement will continue in full force and effect. The parties will meet as soon as possible after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE V - Guarantee of Rights

1. The parties agree that there shall be no discrimination against any employee by reason of race, color, religion, national origin or ancestry, gender, age, disability, height, weight, or marital status.
2. The School Board agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
3. The Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be fair, follow due process, and be for just cause.

ARTICLE VI - Representation

1. The stewards and their area of jurisdiction, along with all appropriate committees, shall be submitted in writing to the Board upon their election or appointment.
2. The School Board agrees to recognize all referenced above in addition to a grievance committee, which shall be composed of the Local President and appropriate stewards.
3. The Superintendent is responsible for the conduct in carrying out the policy and provisions of this contract. He/she shall be available at mutually agreeable times for conferences with the President of the Local bargaining unit along with other designated members of the appropriate committees and at their option, an AFSCME Council or International Staff Representative to discuss matters of interpretation of this contract and application of specific provisions.

It is agreed that the above shall take place upon request of either party.

ARTICLE VII - Grievance Procedure

1. Any claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or existing past practice, shall be a grievance.
2. Each grievance shall have to be initiated within fifteen (15) working days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within fifteen (15) working days after the Union or the aggrieved becomes aware of the cause for complaint. Monetary settlement of a grievance shall be retroactive but for a period not to exceed six (6) months prior to the filing date of the grievance.
3. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation for personal services that were received.
4. A grievance may, by mutual consent of the parties, be advanced or processed out of order.
5. An employee may be accompanied or represented by a Union Representative in all steps.

A. Step I

Any employee, or the Union itself, having a grievance will first contact the supervisor in charge of the responsibility. An employee is entitled to Union representation at this meeting if they so choose.

B. Step II

In the event the problem cannot be resolved at Step I, then it must be reduced to writing by the grieving party and presented to the immediate supervisor within ten (10) working days. A written response will be provided the employee and the Union within three (3) working days.

C. Step III

In the event the written answer at Step II proves unsatisfactory, the employee or the Union may process the grievance within ten (10) working days to the appropriate Central Office Administrator who will establish a meeting with the Union within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Administration must provide the Union a written answer within five (5) working days following the Step III meeting.

D. Step IV

In the event the written answer at Step III proves unsatisfactory, the employee or the Union may process the grievance within five (5) working days to the Superintendent, who will establish a meeting with the Union within five (5) working days to discuss the grievance. Either party at this step may include additional research people to assist in the resolution of the grievance. The Superintendent must provide the Union a written answer within ten (10) working days following the Step IV meeting.

E. Step V

If the grievance remains unsettled, the Union shall notify the Board in writing within ten (10) working days of its intent to present the grievance and related arguments to the Board of Education. The grievance shall be placed on the Board agenda at its next regular or special meeting and a future hearing date established to afford the Union due notice. This meeting may

be attended by the grievant, the Union President, and a Council Representative. A decision shall be rendered at the next regular or special meeting, and written notification shall be promptly sent to the Local President and Council Representative.

F. Step VI

1. If a grievance is unresolved at Step V, the Union shall, within ten (10) working days, notify the Board of their intent to go to arbitration.
2. If the grievance is not satisfactorily resolved as a result of Step V, it may be submitted within sixty (60) working days to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator shall have no power to add to, detract from, alter, or modify the terms of this agreement. However, the parties agree that he has the right to grant monetary and retroactive awards as limited in this procedure.

Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

6. Miscellaneous

- A. The Board agrees to furnish the Union, in response to reasonable requests, all the information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the bargaining unit together with information which may be necessary for the Union to process any grievance or complaint and necessary to the bargaining process.
- B. Time for discussion and processing of grievances shall be allowed the appropriate steward(s) and/or the Local President so that there is a minimum of time lost from regular duties and grievances resolved with reasonable dispatch. Notification and sanction of the principal or supervisor shall be obtained when leaving the job for this purpose. Such time shall not be unreasonably withheld.
- C. Written grievances shall be specific as to the nature of the grievance and/or the part of the contract referred to and shall be entitled as an official written grievance. Grievances may not be amended after Step II.
- D. The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. Days shall mean workdays.
- E. If the grievant does not process the grievance to Step II, or Step III, or Step IV, or Step V, or Step VI within the prescribed time period, the grievance shall be considered settled on the basis of the answer at the last previous step, as the case may be. Any answer not received within time limits from the Board shall be automatically moved to the next step by the Union.
- F. Released time, four (4) hours per month, will be allowed for the Union President for handling Union matters. Additional released time may be purchased at the substitute rate.

The Union President will also be provided released time for mutually-scheduled pre-arbitration and/or arbitration hearings.

- G. Nothing may be asserted in arbitration that has not been previously asserted at Step V.

ARTICLE VIII - Special Conferences

1. Special Conferences will be arranged between Union representatives and the Board of Education upon the request of either party. Requests will be made through the Superintendent.
2. Unless otherwise agreed, arrangements for such special conferences shall be made twenty-four (24) hours in advance, and the conference will be held within fifteen (15) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.
3. A Representative of Council #25 or a Representative of the International Union may attend the special conferences.
4. The purpose of the special conferences is to discuss matters of mutual concern. The meetings are not intended to bypass the grievance procedure.

ARTICLE IX - Discharge or Suspension

Notwithstanding the foregoing procedures for the processing of grievances, protests against the discharge or suspension of an employee shall automatically bypass the first three steps of the procedure and begin at Step IV, the Superintendent's level. Step IV meetings on discharge or suspension shall take place within three (3) working days after receipt by the Superintendent of a protest against the discharge or suspension. The Union will be notified in writing of the discharge or suspension action, and upon receipt of said notice, the Union shall file any grievance or protest within ten (10) working days.

ARTICLE X - Disciplinary Procedure

1. A. In any case where employee disciplinary action is necessary, the following order of procedure shall be followed; except that nothing in this section shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
 - B. Procedural Steps:
 1. Oral Reprimand
 2. Written Reprimand
 3. Disciplinary Suspension without pay - limited to one day
 4. Disciplinary Suspension without pay (3-5 days)
 5. Discipline up to and including discharge
2. A. Should it be necessary to discipline or reprimand an employee, the action shall be given so as not to cause embarrassment to the employee before other employees or the public.
 - B. The School Board agrees that, upon imposing any form of discipline, the designated area steward or Union representative shall be promptly notified in writing of the action taken. Employees shall be given copies of all disciplinary actions, and a copy shall be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's personnel file.
 - C. The employee shall have the right to be represented by the area steward or Union Representative at the time disciplinary action is imposed. All disciplinary actions shall be subject to the Grievance Procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.

- D. The employer may modify a disciplinary action except that the severity of the disciplinary action, given for each specific offense, shall not be increased but may be lessened.
- E. Upon request, an employee's personnel record may be reviewed.
- F. After twenty-four (24) months of satisfactory service, all disciplinary matters appearing therein shall be destroyed.

ARTICLE XI - Seniority and Seniority Lists

1. Date of Seniority, Seniority Lists

- A. The seniority of all employees on the seniority list shall commence with the date of permanent hire by the Center Line Public Schools Board of Education. When more than one employee is hired on the same date, seniority shall be determined by alphabetical sequence according to the name listed on the application.
- B. The Union shall be provided with a list setting forth, in the order of seniority, each employee's name, seniority number, effective hiring date, and classification. Such list shall be revised each six (6) months with copies given to the Union. The Union will be notified of all new hires and terminations as they occur.
- C. The Union will designate in writing to the Board each year the two (2) persons to whom the seniority lists and notification of changes are to be sent.

2. Application of Seniority

- A. Seniority shall be applied as hereinafter provided district-wide. The classification groups shall be as outlined in Article XXIII, Classification and Salary Schedule except that for layoff purposes, teacher/building aides shall be one classification.
- B. For the purpose of computing vacations, retirement, salary step, and other fringe benefits, the district shall use permanent date of hire, less time spent on layoff or leave of absence without pay. Such determination shall be prorated.
- C. Regular part-time employees will accrue seniority on the basis of one-half (1/2) year per year of service. Regular full-time employees will accrue seniority on the basis of one (1) year of service equals one (1) year of seniority.

3. Probationary Employees

- A. All newly-hired employees shall serve a sixty (60) working day probationary period. Probationary periods may be extended by mutual consent of the Union and the Board.
- B. Newly-hired probationary employees shall receive all fringe benefits provided other employees except that they shall not accrue nor shall they be eligible for sick bank withdrawals.

4. Loss of Seniority

Seniority shall be lost and the employer/employee relationship would no longer exist for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and the discharge is not reversed through the grievance

procedure of this agreement.

- C. If the employee is absent for five (5) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
 - D. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
 - E. If the employee overstays a leave granted for any reason, as hereinafter provided.
 - F. If the employee is on layoff for a period exceeding two (2) years.
 - G. Upon satisfactory completion of the probationary period of thirty (30) working days into another bargaining unit, members shall lose seniority in the unit.
5. Protected Seniority

Protected seniority against layoffs shall only be granted to the Local President, Vice President, and stewards provided that any employee so retained is qualified to perform the work of the job available. This protection shall be limited to only seven (7) members of the bargaining unit.

ARTICLE XII - Layoff and Recall

1. Layoff

A. Definitions

- 1. Layoff: A reduction in the workforce or a reduction in the hours worked by an employee due to lack of funding, reduction in work, program change, or reduced enrollment.
 - 2. Laid off: Not employed in an active position in the bargaining unit.
 - 3. Displaced employee: An employee who has been affected by the introduction of the layoff procedure and has not returned to a position comparable in pay and hours to that which they held prior to displacement.
 - 4. Regular full-time employee: Any full-time employee who has successfully completed the probationary period.
 - 5. Regular part-time employee: Any employee working four (4) hours or less per day on a regular basis who has completed the probationary period.
 - 6. Part-time temporary employee: Any employee who is working on a temporary basis, thirty-five (35) hours or less, but is not scheduled based upon the school calendar.
 - 7. Qualified: For this section of the contract, qualified means that any employee who is presently employed by the school system shall be considered qualified if they meet the minimum criteria set forth in the job descriptions as determined by the test(s) provided by the District or at the skill levels of the position held at the day of ratification of this contract.
- B. The intent of this layoff procedure is to insure that, insofar as possible, the most senior employee will be retained when the implementation has been completed. The procedure outlined in Article XII, Paragraph G., will be utilized to protect days/hours and wages so that the individual will receive the minimum financial loss possible.

- C. Employees may bump only to positions for which they are qualified. At no time will employees who bump, gain in days/hours and/or wages. All bumping will be lateral or a downward movement.
- D. In the event of a layoff, the following procedure shall be followed:

When it becomes necessary to reduce the bargaining unit, the Administration will notify and meet with Union representatives to inform them of the situation and discuss how the reduction is intended to be made. The Union will be provided an opportunity to discuss and ask questions and shall be afforded the opportunity to provide input and/or suggestions.
- E. Should a reduction in work force be necessitated, the following order shall be followed:
 - 1. Temporary employees (i.e., CETA, Co-op, etc.)
 - 2. Part-time temporary employees.
 - 3. Probationary employees, by district-wide seniority.
 - 4. The aforementioned employees will be laid off before any regular employees are displaced or laid off.
- F. The reduction in workforce shall continue in the following order:
 - 1. Regular employees, by district-wide seniority.
 - 2. When a regular employee bumps into a part-time position, they may use their district-wide seniority to bump or displace any employee with less district-wide seniority.
- G. Employees affected by a layoff or a reduction in work hours will bump:
 - 1. An employee in the same Category/Classification with less seniority for which the individual is qualified.
 - 2. An employee with less seniority in the next lower Category/Classification for which the individual is qualified and so forth until the employee has secured a position.
- H. Employees subject to layoff shall receive a minimum of fifteen (15) working days notice.
- I. The Board shall continue to pay all necessary premiums for insurance benefits for a period of sixty (60) calendar days. Thereafter:
 - 1. Displaced employee(s) will be entitled to the insurance benefits provided by their new job. However, if a regular full-time employee should bump to a part-time position, the Employer shall continue to pay premiums for sixty (60) days.
 - 2. Laid-off or displaced employees shall be afforded the opportunity to continue to maintain their insurance benefits as provided by the District group plans. The insurance premiums shall be paid by the employee to the District.
- J. Employees placed on layoff through the above procedure shall receive pay for any unused vacation time at the time of layoff.
- K. Employees on layoff shall be maintained on a recall list for a period of two (2) years. Employees removed from the recall list will no longer be able to exercise seniority rights.

- L. It is agreed that laid-off employees shall not continue to accrue and receive other benefits such as vacation, holidays, sick days, salary step increments, longevity, retirement credit, or severance pay during their period of layoff. Upon recall, however, employees shall return with seniority earned prior to layoff restored and shall have their previously accumulated sick days restored. Sick days, vacation, holidays, salary step increments, longevity, retirement, severance pay, and all other fringe benefits will be prorated upon recall.
 - M. For the purpose of this Article, protected seniority as outlined in Article XI will be considered as outlined therein. The parties established a procedure, which is attached to this agreement.
 - N. Employees laid off by the above procedure will be given preference when substitute positions are available. Laid-off employees must meet the qualifications for the position in which they substitute. (Paid at substitute rate.)
2. Recall
- A. When employees are on layoff or displaced, vacancies will be filled through the recall procedure.
 - B. Employees must be qualified for the position to which they are recalled as defined in Article XII, 1. A. 7.
 - C. When it becomes possible to recall an employee because of a vacancy or the establishment of a new position, after the new position is posted to the bargaining unit, or to allow a displaced employee to be placed in a position, the following procedure will be followed:
 1. The affected employees will be given notice to a recall meeting, if one is necessary. The notice will be given at least ten (10) working days prior to the meeting.
 2. Based upon seniority, qualified employees may bid on the available position within their Category/Classification Group at the time of initial layoff.
 3. Laid-off individuals and displaced employees will bid on these positions and subsequent vacancies created by the initial and subsequent moves along with other interested employees.
 4. Laid-off and displaced employees who are successful bidders will be recalled to those positions.
 5. All vacancies will be filled within five (5) working days of the bidding meeting by the Superintendent or the Superintendent's designee. These time limits might be extended by mutual agreement.
 - D. An employee who fails to return to work upon recall to his/her former position will lose seniority rights.
 - E. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within ten (10) working days after the date of delivery or proof of non-delivery.
 - F. While this process is being exhausted, the Superintendent may fill any vacancies with qualified laid-off employees or qualified non-bargaining unit substitutes if there are no qualified laid-off employees available.

ARTICLE XIII - Aid to Other Unions

The Board of Education agrees that it will not aid, promote, or finance any labor group or organization nor in any way engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining this Local Union defined by this contract.

ARTICLE XIV - In-Service

The Board of Education shall encourage bargaining unit members to participate in conferences and educational seminars subject to approval by the Superintendent within the budget limits set by the Board. When given prior approval, the employee will be reimbursed for all related expenses. Such participation will not result in any loss of pay.

ARTICLE XV - Vacancies, Promotions, and Transfers (Definitions)

- Promotion:** Assignment of an employee to a position with a higher pay scale as defined by Article XV, 3.
- Demotion:** Assignment of an employee to a position with a lower pay scale as defined by Article XV, 3.
- Vacancy:** An active position which the Administration intends to fill.
- Transfer:** Changing from one active position to another in the same Classification and pay scale.
- Qualified:** An applicant shall be considered qualified if they meet the minimum criteria set forth in the job descriptions as determined by the test(s) provided by the District and interviews when indicated. Present employees who held their position prior to the implementation of testing and the interview process shall be considered qualified at the skill levels of the position held at the time.

When new positions are created by the Administration, the Union will be provided input in regard to the job descriptions. Hours and rate of pay will be negotiated.

1. Within five (5) working days after a vacancy exists, and the secretarial bargaining unit has no laid-off or displaced employees, the following procedure shall begin:
 - A. All employees will be given notice of the vacancy. The notice will be given at least five (5) working days prior to a bid meeting or application deadline.

During the school year vacancy notices will be posted in all buildings on approved bulletin boards, on the district website and job hotline. The district will send notification of vacancies to Union employees on leaves of absence and known vacations, via certified mail. Applicants will be required to complete the application process using the District's online application system.

Vacancies that occur during the summer months will be posted on the district-wide website and job hotline. In May, the union and administration will agree to a time schedule to post all summer vacancies on the district-wide website and job hotline. Membership will be notified of the posting dates before the end of the employee's work year. Ten (10) month employees will be responsible for accessing the website or job hotline for job posting information during the summer months. Employees applying for vacancies during the summer will be required to complete the application process using the District's online application system. Resume will be required at time of interview.

- B. The notice of the vacancy will contain the time, date, and place of the bid meeting or the application deadline date along with the name of the position, rate of pay, classification, location, number of weeks, and number of hours per day.
- C. The Union President will also receive a notice of the vacancy five (5) working days prior to the date of the bid meeting or application deadline.
- D. At a bid meeting, qualified employees may bid on the vacancy as posted and any additional vacancies created by the initial and subsequent moves on the basis of seniority.
- E. All vacancies will be filled within fifteen (15) working days of the bidding meeting or upon completion of the interview/selection process. Interviews and/or selections shall be completed within thirty (30) working days of the end of posting.
- F. The Superintendent may place a substitute in the vacancy for a period of twenty (20) working days. This time limit may be extended by mutual agreement.
- G. Each fall, the Teacher/Building-Aides Bid Session will be held prior to the start of school except when the Teachers' Calendar is disrupted. All teacher/building aides will bid on positions that are available at this time by using their district-wide seniority.

2. Determination of Qualified Applicants

- A. Applicants who meet the criteria set forth by the job descriptions for the positions as determined by test results from all the required skill areas and interviews when indicated will be considered qualified. The tests will measure general skills as listed in the job descriptions.
- B. The Board supports, in principle, a policy of promotion from within, but a vacancy may be filled from outside the bargaining unit if present employees are not qualified for the position. An additional test opportunity will be provided only if a vacancy requires skills and/or skill levels not previously tested.
- C. Present employees who held their position prior to the implementation of testing and the interview process shall be considered qualified at the skill levels of the position held at that time.
- D. There will be two established testing dates each year. One testing date will be in October and the other will be in April. Bargaining unit employees will take whichever tests they choose at these times to certify their qualifications for future vacancies. A copy of the test results will be provided to the union president.

3. Transfer, Demotion, Promotion

In all cases of transfer, demotion, and promotion, the senior qualified applicant shall be afforded the opportunity to the vacancy subject to the trial period of twenty (20) working days.

4. Trial Periods

- A. Employees awarded a position through the above shall serve a twenty (20) working day trial period to determine:
 - 1. Their desire to remain on the job.
 - 2. Their ability to perform.
- B. At any time during the twenty (20) working day trial period, the employee may opt to revert back

to his/her former position.

- C. If at the end of the trial period the employer determines the employee has not successfully completed the trial period, the employee shall be repositioned in the former position and reasons for denial shall be given to the employee and the Union in writing.

ARTICLE XVI - Temporary Assignments and Vacancies

1. Temporary Assignment

- A. Should the employer, during the course of business, find it necessary to assign an employee to a classification or position other than that which they hold, it should be compensated in the following manner:

- B. If an employee is temporarily placed in a lower classification than that regularly assigned, there will be no reduction in pay. If an employee is assigned to a higher classification, the employee shall be paid at the rate of the higher classification for all of the time spent on the assignment, provided the assignment is for at least five (5) days within a four (4) week period. The employee shall be responsible for having her time sheet marked and approved for the higher rate by the immediate supervisor. Temporary assignment shall only be made in a case of emergency.

2. Temporary Vacancy

A temporary vacancy is a vacancy which is for a limited period of time brought about by the absence of the employee normally assigned to that position.

3. Filling of a Temporary Vacancy

Said vacancy will be filled by the most senior qualified laid-off or displaced employee. Should no qualified laid-off or displaced employee be available, the Superintendent may hire a substitute who must also be qualified. Should the vacancy extend into the summer period, the temporary vacancy shall be subject to the bidding procedure. Any vacancy extending beyond the end of a semester shall be subject to the bidding procedure at the semester break.

ARTICLE XVII - Work Day/Work Week

- 1. Exclusive of lunch periods, the regular work week for permanent full-time employees shall be five (5) seven-hour days each week, or five (5) seven and one-half hour days as listed in Article XXIII Classification and Salary Schedules.

- 2. Overtime: All work in excess of 35 hours per week (37.50 hours per week for any employee working seven and one-half (7.50) hours per day) and on Saturdays shall be paid at one and one-half times the hourly rate or compensatory time.

All work performed on Sunday shall be at double time. Compensatory time designated by the immediate supervisor must be taken within the payroll period earned. All of the above must have prior written approval by the immediate supervisor.

- 3. A minimum of two (2) hours shall be paid at the time and one-half rate to any employee where a call-in to work or overtime involves an extra trip from residence to place of employment.

- 4. A. Employees whose work year is less than fifty-two (52) weeks shall follow the same schedule of workdays as does the teaching staff. Excluding contract provisions for holiday and other special pay provisions, their wages shall be adjusted to the teachers' calendar.

- B. Additional workdays and work weeks outside of the teachers' calendar shall be determined for these employees in conjunction with their immediate supervisor and shall be compensated for at the regular rate of pay.
 - C. Any alteration in the workdays or modification in hours of work will result in a meeting of the Union's bargaining team and the Board's bargaining team.
5. Teacher/Building Aides will have their workdays and weeks determined by their building administrator or immediate supervisor.
 6. The teachers' calendar will be used as the core for determining employee workdays and work weeks.
 7. The lunch period for employees will not exceed one hour.

ARTICLE XVIII - Leave of Absence

1. Compensable Leave

A. Personal Leave

1. Personal Leave Days will be rolled into Paid Time Off (PTO). A total of fourteen (14) leave days per year will be earned by full-time employees (12 month employees). These days will be without loss of salary each year.
 - a. Members of the sick leave bank will have one (1) day placed in the sick leave bank at the beginning of each fiscal year (July 1).
2. PTO will be prorated for those employees working less than twelve (12) months.
3. The unused portion of the employee's annual PTO allowance shall be added to the employee's PTO reserve at the close of each school year. This reserve may be built up to an unlimited number of days and shall be available to the employee for use as stated in 1 above. Absences occurring after accumulated PTO days have been used will be considered as absence without pay.
4. When an absence of more than five (5) consecutive working days occurs, or in the case of a suspected abuse, the employee may be required to present a statement from an attending physician stating the reason(s) for the absence and their anticipated date of return.

Employees preparing to return from an extended absence will provide a physician's release prior to reporting. In cases of suspected abuse, the Administration may require, at its own expense, a physician's statement prior to the five (5) working days.

5. PTO may not be used to extend holiday or vacation periods.
 6. Employees will be compensated for adverse weather condition days in accordance with MCL 388.1701.
- #### B. Employee Sick Leave Bank

A voluntary sick leave bank will be maintained for employees who choose to participate, which will be operated as follows:

1. Each employee enrolling in the bank will donate one day of the employee's paid time off to the bank each year until the bank is built up to a maximum of 400 days. No more days will be added to the maximum until the bank is depleted to 250 days. The bank then will be built up to 400 days again and the process repeated.
2. Additions will be made to the bank at the beginning of each fiscal year according to the above limitation.
3. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
4. The first fifteen (15) days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated paid time off or absence without pay.
5. Employees with up to five (5) years of service to the district will not be able to withdraw days from the Sick Leave Bank until all but ten (10) days of his/her accumulated PTO days are depleted. Employees with five (5) years or more service to the district will not be able to withdraw days from the Sick Leave Bank until all but twenty (20) of his/her accumulated PTO days are depleted.
6. A maximum of twenty (20) days in a twelve-month period can be drawn by one individual from the bank.
7. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

C. Jury Duty

1. When an employee is called to perform jury duty or attend any court, pursuant to a subpoena, the Board of Education shall pay the difference between the jury duty and the employee's regular pay.
2. Time spent on jury duty will be deducted from the regular work day. Employees will report to their supervisor should they be excused prior to the close of the normal work day. Reasonable time for travel and lunch will be provided.

D. Union Leave

1. A maximum of five (5) days paid released time will be granted the Union for the purpose of Union representation at conventions, conferences, and seminars. The request to use the time must be written and submitted to the Superintendent at least two (2) weeks prior to the requested time.
2. Attendance is not to exceed two people for each activity per year.

E. Hazard Leave

Employees shall receive time off with no loss of pay or sick time for any communicable disease directly contracted as a result of work; i.e., measles, mumps, chicken pox, lice, tuberculosis, hepatitis, mononucleosis.

2. Non-compensable Leaves

A. Maternity

1. An employee, upon becoming pregnant, may elect one of the following options:
 - a. Work until the employee chooses to take a maternity leave of absence, providing her physician approves, and utilize the employee's accumulated PTO days when incapacitated.
 - b. Work until the employee's physician indicates that the employee is unable to perform the employee's work responsibilities and then take a maternity leave.
2. Leave will be granted upon written request and upon receipt of a letter from the employee's physician indicating that the employee is pregnant, and able to continue the employee's regular assigned duties, and stating the estimated time of delivery.

An employee requesting maternity leave shall apply in writing to the appropriate Central Office Administrator at least thirty (30) days prior to the anticipated date of the commencement of the leave whenever possible. Such maternity leave shall be granted until the employee's physician certifies the employee capable of returning to work.

3. Maternity leave provisions will conform with Title VII of the Civil Rights Act. The employee has the option of using all of the employee's accumulated PTO commencing with the date of the leave if the physician certifies that the employee is unable to perform the employee's work responsibilities because of reasons of health.
4. Maternity leave will be granted without pay or fringe benefits except that hospitalization, medical, and other insurance will continue to be paid by the Board to eligible employees for sixty (60) days from the beginning of the leave.
5. The employee may choose at this time to pick up insurance premiums on her own, and it is agreed that these must be provided voluntarily on the date specified by the Administration.
6. In the event the employee chooses not to use the employee's accumulated PTO days, the Board will continue the employee's premiums for the number of PTO days accumulated by the employee, and at this point, the employee may choose to pick up premiums on the employee's own as referred to in the paragraph above.
7. The above insurance provisions are subject to the contract with the insurance carrier.
8. At the end of the pregnancy, the employee, in keeping with the stipulations of the original maternity leave, shall be permitted to return to the employee's former position upon: (a) conclusion of the postnatal period or postnatal examination and (b) written medical certification that the employee is physically able and capable of performing all of the duties and functions required of the employee's position.
9. The employee will provide the Board with written notice of the employee's desire to return a minimum of five (5) days before desired starting date.
10. Employees on maternity leave shall accrue seniority for up to six (6) months.
11. An employee returning from maternity leave will be re-appointed to the employee's former job and classification providing that the employee returns to work within six (6) months of the starting date of the maternity leave.

B. Child Care Leave

1. An employee not desiring to return at the end of the maternity leave may request a

Child-Care Leave with a specific termination date. Such leaves may be up to one (1) year. Child-Care Leaves will not accrue seniority or other benefits.

2. An employee requesting a Child-Care Leave of less than three months and returning within three (3) months of the starting date of the child care leave will be assigned to her former job and classification.
3. An employee returning from a Child-Care Leave may not return to a position in a higher classification than the one held prior to the leave unless gained through the bidding or interview procedure.
4. An employee who desires to return from a Child-Care Leave extending beyond three (3) months will be placed on the layoff list as of the termination date of the leave. Recall provisions will apply.
5. Employees will provide written notice of their desire to return thirty (30) days prior to the termination date of their leave.
6. Employees granted a one-year Child-Care Leave may request up to an additional year. Such request should be made thirty (30) days prior to the end of the employee's original leave.

C. Consent Leaves

1. Consent leaves will be for a specific period of time with a definite termination date. The Superintendent or his/her designee will specify the terms of the leave and the return from the leave in writing prior to the Board action approving the leave.
2. Employees will not accrue seniority, fringe benefits, or credit on the salary scale while on Consent Leaves.
3. An employee requesting a Consent Leave of less than six (6) months and returning within six (6) months of the starting date of the leave will be assigned to the employee's former job and classification.
4. Employees on Consent Leave of Absence extending beyond six (6) months will participate in the next bidding session when a vacancy occurs.
5. Employees who have exhausted their PTO days and have fully utilized the sick bank, and are still unable to work, shall be placed on a non-compensable leave of absence.
6. Non-compensable leave may not exceed one year. Extensions may be renewed for an additional year.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Employees will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under this agreement. All requests for such leaves will be made to the Human Resources Department. Proper certification of the reason for the leave must be provided.

All time on leave that falls under the Family and Medical Leave Act definitions will be counted toward FMLA time.

ARTICLE XIX - Vacations

1. Bargaining unit members will receive paid vacations days according to the following table:

First Full Year.....	5 Days
2 - 5 Years.....	10 Days
6+ Years.....	15 Days

Days are prorated for all employees (e.g., a vacation day earned while in a three (3) hour position will be paid at three (3) hours.)

Employees working less than 52 weeks will earn paid vacation days according to the following table:

First Full Year.....	1 day per 12 weeks
2 - 5 Years.....	1 day per 10 weeks
6+ Years.....	1 day per 8 weeks

2. Employees working less than the full amount of weeks of work shown in the job descriptions will be prorated as follows:

Working 1/4 of the weeks of work -	1/4 of scale above
Working 1/2 of the weeks of work -	1/2 of scale above
Working 3/4 of the weeks of work -	3/4 of scale above

3. Effective July 1, 1999, all employees in Categories B, C, D & E will have a choice in receiving their vacation days' stipend in a lump sum at the conclusion of the school year, or in their choice of reimbursement account (medical or dependent care) at their pre-tax rate of pay. The district will assume the monthly maintenance fee provided that the employee deposits no less than 5 days of vacation.
4. New employees in Classifications VI and VII, hired July 1, 1999 and thereafter, will receive a stipend in their choice of Reimbursement Account (either Medical or Dependent Care) or Vacation Days (paid in a lump sum only at the end of the school year) according to the following scale:

	<u>VI</u>	<u>VII</u>
First Full Year	\$140	\$120 or 2 days of vacation
2 – 5 Years	\$170	\$150 or 3 days of vacation
6+ Years	\$210	\$190 or 4 days of vacation

The district will assume the cost for the establishment of the account and the monthly maintenance fees.

5. Effective July 1, 2018, vacation time will be rolled into Paid Time Off (PTO) with floating holiday time (i.e. extra days). The same limitations apply to the quantity of days for vacation and floating holiday days. Vacation and floating holiday time shall be taken without loss of pay, but in no instance shall extra pay be given in lieu of vacation and floating holiday time. Vacation and floating holiday time may not be accumulated from year to year.
6. June 30 of each year shall be the date upon which service time shall be computed for paid vacation.
7. Employees working less than 12 months are eligible to be paid for their vacation and floating holiday time on the last payday of the fiscal year. Provided, however, upon request of the employee, the employee's immediate supervisor, at his/her sole discretion, may grant vacation time during the school year in lieu of summer payment. Vacation time taken during the employee's regular work time will not extend the employee's work year.

8. Employees may be permitted to take some portion of their vacation time at a time other than the summer months with approval from their immediate supervisor.
9. If vacation days are taken within the school year, they will be restricted to break periods when school is not in session. Employees in Categories A & F are exempt from this restriction.
10. Vacation time will be scheduled in accordance with the request of the employees, insofar as possible, on a seniority basis. (Employees working 52 weeks a year.)
11. When legal holiday occurs during an employee's vacation period, the employee shall be given an additional day of vacation time.
12. If an employee severs the employee's connection with the school system after having started the work year, the employee shall be granted vacation pay for prorated vacation time earned up to the employee's date of termination.

ARTICLE XX – Holidays

1. **CATEGORY A** employees shall be entitled to the following days off without loss of pay or Paid Time Off: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and three additional days to be worked out cooperatively during the school year.

CATEGORY B employees shall be entitled to the following days off without loss of pay or Paid Time Off: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and two additional days to be taken on non-scheduled work days.

CATEGORY C employees receive the same holidays as **CATEGORY B**.

2. Whenever any of the above days fall on Sunday, the Monday following shall be considered the holiday unless school is in session on that Monday. Whenever any of the above days fall on Saturday, the preceding Friday shall be considered the holiday unless school is in session on that Friday. If Christmas falls on Monday, the day after Christmas will be given in lieu of the day before Christmas. When the day before Christmas or New Year's Day falls on a Friday or Sunday, the preceding Thursday or the following Tuesday shall be counted as the holiday.
3. If employees are required to work on any of the above Fridays or Mondays because school is in session, an extra day and a half will be added to the following summer's paid leave time for each Friday or Monday worked.
4. **CATEGORY D** employees will receive holiday pay for New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and two (2) additional days to be taken on non-scheduled work days.
5. **CATEGORY E** employees will receive holiday pay for New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and two (2) additional days to be taken on non-scheduled work days.
6. **CATEGORY F** employees shall be entitled to the following days off without loss of pay or Paid Time Off: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, the day before Christmas, Christmas Day, and three (3) additional days to be worked out cooperatively during the school year.

7. Holiday pay will not be made unless the employee works prior to and just following the holiday.
8. Employees who elect to work on a holiday will not be given additional time off to make up for the lost holiday without the immediate supervisor's written approval.
9. Employees who work less than 260 days will only be able to take extra holidays on non-scheduled work days.

ARTICLE XXI - Retirement

1. Employees retiring under the provisions of the Michigan Public School Employees Retirement System shall be entitled to a severance pay based on the following formula:

Accumulated Sick Leave Days:	% of Base Salary Received at Retirement:
25 - 37	10
38 - 50	15
51 - 63	20
64 - 76	25
77 - 89	30
90 - 102	35
103 - 115	40
116 - 128	45
129 - 131	50
132 - 144	55
145+	60

2. Employees retiring under the provisions of the Michigan Public School Employees Retirement System with twenty four (24) or less accumulated sick leave days and more than five (5) years of service will receive \$75.00 per year of service.
3. Funds for severance will be paid into an employer selected special pay plan on behalf of the retiree. See Appendix D for plan provisions.
4. A deferred payment plan can be established between the Board and the retiree (not to exceed a five-year time span).

ARTICLE XXII - General Conditions

1. Chest x-rays or satisfactory evidence of chest x-rays or tuberculin skin test shall be a condition of employment. Employees not taking advantage of free health department services shall bear the expense of this themselves. Members of Local 3154 will be notified in the event the Board of Education arranges to have skin tests given in the District.
2. Health Insurance: The Board of Education will provide employees in Categories A, B, and C with the same insurance as the CLEA (MESSA) as of September 1, 2018. A summary of benefits will be listed in Appendix A. If the employee is covered through a spouse's employer at the employer's expense, this provision will not apply.
3. Life Insurance: Term life insurance in the amount of \$12,000 will be purchased for all employees working five (5) or more hours per scheduled work day.
4. Optical Insurance: The Board will provide coverage comparable to National Vision Administrators (NVA) as provided for in Appendix B family optical insurance for all employees.
5. Dental Insurance: Employees in Categories A, B, and C will be eligible for fully paid dental insurance that will provide for 70/30 coverage of Class I, II, and III benefits with a \$1,000 per person annual

coverage maximum. Orthodontic coverage will be a 60/40 benefit with a lifetime maximum of \$800 for dependent to age 19. Category D and E employees working five (5) or more hours per scheduled work day will be given a premium benefit not to exceed \$450 to apply towards either a 50% dental benefit or a 70% dental benefit. Any cost in excess of the \$450 per year will be paid by the employee. In both cases, such coverage will be limited by the carrier's contract terms. For Employees that receive dental insurance through a spouse, either internally or externally coordinated, a 50/50 coverage of Class I, II, and III benefits with a \$1,000 per person annual coverage maximum will be provided. Appendix C will list benefit levels for dental insurance.

ARTICLE XXIII - Classifications and Salary Schedules

1. Classifications

Title	Pay Class	Days	Hrs. per Day
Category Group A – 13 Paid Holidays			
Secretary to Assistant Superintendent of Instruction	I	260	7
Head Payroll Clerk	I	260	7
Food Service Secretary	II	260	7
Special Education Secretary	III	260	7
Business Office Support Clerk	III	260	7
ECC Secretary/Testing & Data Support	III	260	7
Maintenance/Garage	III	260	7
Category Group B – 11 Paid Holidays			
High School Principal Secretary	II	230	7.5
Middle School Principal Secretary	II	230	7.5
H.S. Assistant Principal Secretary	III	225	7
H.S. Ass't Prin./Ath. Director Secretary	III	225	7
M.S. Assistant Principal Secretary	III	225	7
Elementary Principal Secretary	III	215	7
Counseling Secretary	III	210	7
Attendance Clerk	IV	196	7
Category Group C – 11 Paid Holidays			
Media Clerk	V	206	6.5
Media Technician	V	197***	6.5
Category Group D – 11 Paid Holidays			
Elementary Clerk	IV	206	6
Category Group E – 11 Paid Holidays			
Paraprofessionals	VI	192***	**
Central Office Aide	VII	215	5
Teacher/Building Aides	VII	192*	**

* coordinates with student calendar

** varies with position

*** coordinates with teacher calendar

Days = Total number of days including paid holidays.

The following positions are vacant. Should the district reinstate these positions or similar positions, the parties acknowledge that the positions have a community of interest with members of AFSCME Local 3154. This applies to any/all jobs held by Local 3154 members that may be vacated in the future.

Title	Pay Class	Days	Hrs. per Day
Category Group A – 13 Paid Holidays			
Accounting/Bkg. Clerk	III	260	7
Payroll Clerk	III	260	7
Director of Technology Secretary	III	260	7
Special Projects Secretary, Accounts Receivable & Insurance	III	260	7
Category Group B – 11 Paid Holidays			
Special Projects Secretary	III	238	7
Middle School Clerk	IV	206	7
Category Group D – 11 Paid Holidays			
Counseling Clerk	IV	206	7
Health & Support Services Clerk	IV	211	5
Bookstore Clerk	IV	211	5+
High School Clerk	IV	206	7
Learning Consultant Clerk	IV	196	5
Receptionist	IV	238	7
Special Education Clerk	IV	196	3
ECC Clerk	IV	207	7
Counseling Records Clerk	IV	207	7

Days = Total number of days including paid holidays

2. Salary Schedules

A. Salary Schedule for 2018 - 2020 (reflects a 5% pay reduction from 2016-2017)

1. For employees hired prior to July 1, 2011, and classifications III and VI: Steps will continue.

July 1, 2018 - June 30, 2020

Pay Steps

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Class I	18.10	19.03	19.78	20.69	21.39	22.42	23.04
Class II	16.57	17.65	18.36	19.20	20.03	21.15	21.73
Class III	15.64	16.57	17.32	18.06	18.58	19.44	19.96
Class IV	14.54	15.30	16.19	16.92	18.06	18.96	19.47
Class V	13.72	14.54	15.30	16.57	17.23	18.22	18.71
Class VI	12.48	12.79	13.07	14.08	14.98	15.85	16.25
Class VII	11.19	11.43	11.68	12.54	13.36	14.12	14.52

Note: Building Aides will receive an additional fifteen cents per hour after successful completion of three approved courses. These courses must be taken within five years

2. For employees hired on or after July 1, 2011, in the following classifications: Steps will continue.

July 1, 2018 - June 30, 2020

Pay Steps

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Class I	16.28	17.13	17.79	18.62	19.26	20.19	20.74
Class II	14.92	15.89	16.53	17.28	18.02	19.03	19.55
Class IV	13.09	13.77	14.57	15.23	16.25	17.06	17.52
Class V	12.35	13.09	13.77	14.92	15.51	16.40	16.83
Class VII	10.07	10.29	10.51	11.29	12.02	12.70	13.06

3. Salary Schedules - Supplemental Data

- A. For those members at the top step at June 30, 2018, a 1% of salary off schedule payment will be paid in the 1st pay of December, 2018. For those members at the top step at June 30, 2019, a 1.5% of salary off schedule payment will be paid in the 1st pay of December, 2019.
- B. For those members below the top step at June 30, 2018, a .5% of salary off schedule payment will be paid in the 1st pay of December, 2018. For those members below the top step at June 30, 2019, a .5% of salary off schedule payment will be paid in the 1st pay of December, 2019.
- C. Fourteen cents (.14) per hour longevity beginning the 8th full year of service, an additional twenty-five cents (.25) per hour longevity beginning the 11th full year of service, and an additional twenty cents (.20) per hour commencing the 16th year of service to the district.
- D. Employees in Categories D and E or employees who have worked a segment of their employment in Categories D and E, since July 1, 1966 shall be eligible for longevity increments as follows:

1. Credit for a year's employment shall be based on 1200 hours worked. Computation will be as accurate as records allow.
 2. Accumulation of fourteen cents (.14) per hour will be based on 8400 hours.
 3. Accumulation of twenty-five cents (.25) per hour will be based on 12,000 hours.
- E. A maximum of three years' experience credit may be applied at the discretion of the Superintendent in determining the initial salary of an employee at the time of employment.
- F. Salary increments shall be paid on the anniversary date of hire less time off for layoff and leave of absence without pay.
- G. Media Technicians, upon verification of completion of the one-year community college library certification program, will receive an additional twenty-five cents (.25) per hour.

ARTICLE XXIV - Miscellaneous

1. Bulletin Boards - Bulletin boards are provided in each building to be used for purposes of posting notices governing work assignments and general or official information. The use of these boards shall be controlled by the Superintendent, who shall receive copies of all notices to be posted by employees or employee organizations before they are placed on these bulletin boards. However, the following notices may be posted without notifying the Superintendent:
 - A. Notices of official meetings called by Union officers.
 - B. Notices of Union social functions.
 - C. Notices and information from the International Union.
 - D. The Union will have use of the intercommunication mail for distribution of the above notices.

Union meetings may be held in school buildings at such times and places as arranged with the building principal.
2. Tests to determine qualifications will be given two times each year. One testing session will be held in October and the other in April.

ARTICLE XXV - No Strike Clause

The Union agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Board by any of its members.

ARTICLE XXVI – Health Care Cost Containment

The Union and the Board of Education agree to form a Healthcare Cost Containment Committee made up of an equal number of members from the Union and the Board of Education or designees, which will review and agree to future cost containment programs to cover both active employees and future retirees during the term of this Agreement.

Said cost containment programs shall not diminish the level of benefits provided in the basic plans. The parties are committed to investigate programs, which will reduce costs. Programs to be considered would include alternative health care providers, additional cost containment programs and alternative traditional plans.

