

Armada Area Schools

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ARMADA AREA SCHOOL DISTRICT
ARMADA, MICHIGAN

AND THE

ARMADA BUS DRIVERS AND CAFETERIA
EMPLOYEES
LOCAL 1840 AFSCME, AFL-CIO
ARMADA, MICHIGAN

2009 - 2012

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AGREEMENT

This Agreement entered into this 15th day of September, 2009 between the Board of Education of Armada Area Schools, Macomb and St. Clair Counties, Michigan, hereinafter referred to as the “Board” and Armada Bus Drivers and Cafeteria Employees, Chapter of Local 1840, affiliated with Council Number 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1: RECOGNITION

Pursuant to and in accordance with all applicable provision of Act 379 of the Public Act of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of All Transportation employees and full-time and part-time Cafeteria personnel employed by the Board, EXCLUDING all substitute and temporary employees, supervisory personnel, mechanics and all other employees.

ARTICLE 2: BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the 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 and the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing right.

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of the employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications, the conditions of their continued

employment, their dismissal or demotion, and to promote and transfer all such employees.

3. To establish all bus routes and athletic, recreational, or education field trips.
4. To decide upon the means and methods of transportation, the selection of buses and all other materials of equipment.
5. To determine bus schedules, the hours, duties, responsibilities and assignments of drivers and other employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, reasonable rules, regulations and practices, and furtherance therewith shall be limited only by the specific and expressed terms of the Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE 3: AID TO OTHER UNION ACTIVITIES

The Board will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

It is understood that employees shall not engage in union activities during regular working hours that distract from their duties except as it is necessary to discuss a grievance in accordance with the procedure established.

ARTICLE 4 – UNION SECURITY

Requirement of Union Membership:

1. Employees covered by the Agreement, at the time it becomes effective and who are members of the Union at that time, shall be required, as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
2. Employees covered by this Agreement, who are not members of the Union at the time it becomes effective, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to Union dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.
3. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to the amount of Union dues for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
4. An employee who shall tender an initiation fee – (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this section.
5. Employees shall be deemed to be members of the Union, without the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 5: UNION DUES

Employees shall tender the initiation fee and monthly membership dues by signing the authorization for check-off of dues forms.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off Dues hereinafter set forth, the Board agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues Form Appendix A.

1. When Deduction Begins: Check-off Deductions under all properly executed Authorization for Check-off of Dues Form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
2. Remittance of Dues to Financial Officer: Deductions for any calendar shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted within ten (10) days thereafter.
3. Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
4. Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Board and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

5. P.E.O.P.L.E. Deduction: The Board agrees to deduct from the wage of any employee, who is a member of the Union, a P.E.O.P.L.E. deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions, made pursuant to this provision, promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 6: UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation, which reflect the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.

1. Chairperson and Stewards:
 - (a) Chapter Chairperson
 - (b) Two Stewards
 - One (1) – Bus Driver
 - One (1) – Cafeteria Employee

ARTICLE 7: SPECIAL CONFERENCES

1. Special Conferences for important matters will be arranged between the Local Chapter Chairman and the Board or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management.

Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be

presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

2. The Union representative may meet at a place designated by the Board, on the Board's property, for at least one-half hour immediately preceding the conference with the representatives of the Council and/or a representative of the International Union.

ARTICLE 8: GRIEVANCE PROCEDURE

Time of Answers

A grievance is a matter involving the violation, misinterpretation or misapplication of a specific section of this Agreement. The grievance must be presented, in writing, by the Steward to the immediate supervisor within ten (10) working days of their knowledge of its occurrence.

Any employee having a grievance in connection with their employment shall present it to the Board as follows:

Step One:

1. If any employee feels they have a grievance they shall discuss the grievance with the steward.
2. The steward may discuss the grievance with the immediate supervisor.
3. If the matter is thereby not disposed of within five (5) working days, it will be submitted in written form by the steward to the immediate supervisor.

4. The immediate supervisor shall answer, in writing, the grievance with in five (5) working days.

Step Two:

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Superintendent or his designee within seven (7) working days after the response of Step Two is due. The Superintendent or his designee shall respond, in writing, to the Chapter Chair person within ten (10) working days.

Step Three:

If the answer at Step Two is not satisfactory, the Union may, within ten (10) days, submit the grievance, in writing, to the Board of Education's Personnel Committee who shall hear the grievance, and respond in writing to the Chapter Chairman within ten (10) days after said meeting.

Step Four:

If a satisfactory disposition of the grievance is not reached as a result of the procedure at the Step Three above, the Union, may within thirty (30) days, submit the grievance to the American Arbitration Association, who will act as Administrator of the proceedings under their rules and regulations, and the arbitrators award shall be final and binding upon the Union and the Board.

1. Powers of the Arbitrator:

It shall be the function of the arbitrator, and they shall be empowered, except as their powers as limited below, after due investigation, to make a recommendation in cases of the specific articles and sections of this Agreement.

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

- (b) The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
- (c) The arbitrator shall have no power to change any practice, policy, or rule of the Board, except as these practices, policies, or rules are in violation of this contract. The arbitrator powers shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied articles or sections of this agreement, and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved and legal rights of the Board.
- (d) Should either party dispute the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first rule on the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
- (e) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE 9: DISCHARGE OR SUSPENSION

1. Notice of Discharge or Suspension

The Board agrees, promptly upon the discharge or suspension of an employee, to notify in writing, the steward in the district of the discharge or suspension.

2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district. Upon request, the Board or his designated representative will discuss the discharge or discipline with the employee and the steward.
3. Appeal of Discharge or Suspension

Should the discharged or suspension employee or the steward consider the discharge to be improper, a complaint shall be lodged through the regular grievance procedure.

ARTICLE 10: SENIORITY-PROBATIONARY EMPLOYEES

1. New employees hired in the unit shall be probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, they shall be entered on the seniority list of their unit starting on their Board approved hire date. It is understood the bus drivers and cafeteria employees each have their own separate seniority lists and shall only be accepted as such.

Example: Cafeteria employee shall not utilize their cafeteria seniority to gain over a Bus Driver and vice-versa.

2. The Union shall represent probationary employees for the purposes of the collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and suspended employees for other than Union activities.
3. Seniority shall be on Bargaining Unit basis in accordance with the employee's last date of hire.
4. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

5. The seniority list on the date of this Agreement shall show the names and job titles of all employees of the unit entitled to seniority.
6. The Board will keep the seniority list up to date, and will provide the local Chapter Chairperson with up-to-date copies at the beginning of the school year.

ARTICLE 11: LOSS OF SENIORITY

1. The employee quits or retires.
2. The employee is discharged and the discharge is not reversed through the grievance procedure.
3. The employee is absent for five (5) consecutive working days without notifying the Board. Such absence results in automatic discharge. The Board will send written notification to the employee, at their last known address, that their employment has been terminated and they have lost seniority.
4. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
5. Return from sick leave and leaves of absence will be treated the same as three (3) above.

ARTICLE 12: SENIORITY OF STEWARDS

Notwithstanding their positions on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

ARTICLE 13: SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

ARTICLE 14: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Board and the Union. They shall be approved or rejected by mutual consent, in writing and signed by both parties within a period of twenty (20) days following the conclusion of negotiations.

ARTICLE 15: LAYOFF DEFINED

1. The word “layoff” means a reduction in the working force due to a decrease of work, or operating funds.
2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority as defined in Section 13(c), 17, and 18. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).
3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar day’s notice of layoff except in short term layoffs caused by an emergency situation. The Local Union secretary shall receive a list, from the Board, of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 16: RECALL PROCEDURE

1. When the working force is increased after a layoff, the employees will be recalled according to seniority within their own classification, as defined in Section 13(c), 17 and 18. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If any employee fails to report to work within ten (10) days from date of mailing of notice of recall, they shall be considered a quit.
2. The recall list shall be maintained by the Board for a period of three (3) years of length of seniority. Thereafter, an employee shall lose his right to recall.

ARTICLE 17: VACANCIES

The School District will publicize vacancies within the bargaining unit by posting in the Bus Garage and all cafeterias.

Consideration for a vacancy shall be within the Job Classification (Bus Drivers and Cafeteria Employees). Should the vacancy not be filled within the classification, employees from other classifications will be awarded the position prior to new hires, provided they meet the qualifications.

Cafeteria: At the beginning of the school year, cafeteria positions shall be bid on the basis of seniority and other qualifications. When a vacancy occurs in the Cafeteria, the position shall be posted at least five (5) days prior to assignment. Employees may bid for a change in assignment. If more than one person bids within the job classification, the position will be awarded on the basis of seniority.

Bus Drivers: At the beginning of the school year, routes shall be bid on the basis of seniority and other qualifications. If during the year, a bus run, a special education or other run becomes available, it shall be posted in the building, by the bus supervisor, at least one week prior to assignment so a driver wanting said run may apply. The run shall be given to the applicant with the most seniority who is otherwise

qualified. If a driver leaves a run, there will be a mutually agreeable date to implement the changeover.

ARTICLE 18: LEAVE OF ABSENCE

1. Leaves of Absence without pay for periods not to exceed one (1) year will be granted, in writing, for the following reasons:
 - (a) Maternity Leave
 - (b) Illness Leave (physical or mental)
 - (c) Prolonged Illness in the Immediate Family
 - (d) For any other personal reasons, including child care, as approved by the Board

Upon written application, at least ninety (90) days prior to the expiration of the leave, the Superintendent may, at his discretion, extend the leave for one additional year.

2. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them.
3. On leave of absence for three (3) months or less, employees shall retain all fringe benefits paid by the Board. The provisions of the Family and Medical Leave Act shall be honored where not in conflict with this paragraph.
4. Members of the Union elected to attend a function of the Council or International Union, such as conventions or education conferences, shall be allowed time off to attend such conferences and/or conventions.
5. An employee granted a leave of absence for a full semester or more must give written notice to the Superintendent at least thirty (30) calendar days prior to the expiration of their leave that they expect to return at the expiration of their leave.

6. An employee who accepts other employment while on leave of absence shall be discharged from the district.

ARTICLE 19: JURY DUTY

1. An employee who serves on Jury Duty will be allowed time off the job for such service and be paid the difference between Jury Duty and their regular pay.
2. The Board shall pay the difference between regular pay and witness fees for an employee who is subpoenaed to Court for school related matters only.

ARTICLE 20: WORKERS' COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws.

ARTICLE 21: UNION BULLETIN BOARD

1. The Board will provide a bulletin board in the transportation area which may be used by the Union for posting notices of the following types:
 - (b) Notices of Recreational and Social Events
 - (c) Notices of Elections
 - (d) Notices of Results of Elections
 - (e) Notices of Meetings

ARTICLE 22: FIELD TRIPS AND ATHLETIC TRIPS

1. Bus Drivers wishing to be included for field and athletic trips shall sign up when bus runs are chosen for the new school year. New drivers shall be able to sign up at such time; as they have completed their sixty (60) working days of probationary employment.

2. Field trips and athletic trips will be allotted to those on the list on a rotation basis except when, in the judgement of the bus supervisor, the driver does not have the necessary qualifications for safely driving the bus in the area for the field trips.
3. Field trips and athletic trips will be posted five (5) working days in advance and assigned three (3) working days in advance. It is mutually agreed, however, that on rare occasions, that might not be possible. It is every driver's responsibility to inspect the trip board daily by 8:00 a.m. for any changes that might occur.
4. Drivers accepting the assignment must initial and date the assignment sheet indicating their acceptance within eight (8) hours of the posting. If the driver next in rotation for the trip has not accepted by signing within the time frame stated above, they give up their turn in the rotation schedule. The supervisor or their designee shall move on to the next signature in the rotation schedule.
5. Should a field trip be canceled, the driver affected shall become eligible for the next available trip not already assigned (Per Article 22, #3).
6. Drivers will be paid one (1) hour at field trip rate of pay if a field trip for which they are scheduled is canceled without notifying the driver and the driver reports for the trip. Saturdays shall fall under section 11 of this Article.
7. (Overnight Trips): With the exception of the Senior Class Trips, drivers will be paid for eight (8) hours per day for overnight trips plus three (3) meals per day and lodging.
8. A bus driver driving a field trip or athletic trip in lieu of their regular run shall receive their regular salary or field trip pay, whichever is greater.
9. Meal Allowance: Breakfast, \$5.00/Lunch, \$7.00/Dinner, \$10.00

10. Saturday Trips: Field trips falling on a Saturday shall have a minimum of two (2) hours of compensation. If a posted pick-up return trip is canceled by a phone call to the driver, that driver shall be compensated two (2) hours, unless the schedule states otherwise.

ARTICLE 23: SICK LEAVE

1. All drivers and cafeteria employees covered by this Agreement shall accumulate one (1) sick day per month, not to exceed ten (10) days per year, with accumulation to one hundred and fifteen (115) days. An employee, while on sick leave or pregnancy disability, will be deemed to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
2. After twelve (12) years of service, an employee shall receive fifty (50) percent of accumulated sick days upon retirement or death.
3. Transportation and Cafeteria employees returning from a sick leave of more than five (5) days will be required, on request, to verify their ability to work. Also, the Board shall have the right to request medical verification after (5) non-consecutive days of sick time.
4. All unused sick, vacation and personal days shall be reported to each employee, a minimum of once a year.

ARTICLE 24: FUNERAL LEAVE

Each employee shall be granted time necessary, not to exceed five (5) days, for a death in the immediate family without loss of pay. Immediate family is defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, grandparent and grandchildren or any person living in the employee's household. One (1) bereavement day shall be granted for an aunt, uncle, sister-in-law, brother-in-law, niece or nephew.

ARTICLE 25: PERSONAL LEAVE

Employees shall be granted a maximum of three (3) days per year with pay not deducted from sick leave in which the employee may conduct personal affairs which cannot be handled outside of the working day, the same to be requested in writing and approved by the supervisor.

ARTICLE 26: LIFE INSURANCE

1. The Board agrees to pay the full premium of term life insurance for each Transportation employee, face value of \$20,000.00, while employed or laid off.
2. The Board will provide \$15,000.00 of term group life insurance for all six (6) hour Cafeteria employees in the bargaining unit and \$10,000.00 of term group life insurance for all three (3) to five (5) hour Cafeteria employees payable to their designated beneficiary.

ARTICLE 27: HOSPITALIZATION, DENTAL, VISION

1. Transportation employees shall receive HealthPlus PPO health care coverage for twelve (12) months with Rx coverage: \$15.00 generic/\$40.00 brand name; \$200/\$400 deductible rider; and \$20 in network office visit co-pay rider; as paid by the Board, in accordance with the following schedule:

Drivers with 4 trips or more per day – 100% paid (for employees hired after July 1, 2009, the Board will pay 75%)

Drivers with 2 to 3 trips per day – 75% paid (for AFSCME employees hired after July 1, 2007, the Board will pay 50%; union members hired prior to July 1, 2007 will be grandfathered for health related benefits)

Full-time cafeteria cooks (6-8 hours/day) shall receive single subscriber coverage for twelve (12) months. These employees, at their own expense, shall have the option to apply the amount of single family coverage to full family coverage.

Part-time cooks that work four (4) hours per day will receive an annual wellness stipend of \$400, which will be paid the second pay in June. Part-time cooks that work less than four (4) hours per day will receive an annual wellness stipend of \$150, which will be paid the second pay in June.

2. Dental Insurance: Drivers and their families shall receive CIGNA dental insurance for twelve (12) months with the same eligibility as health insurance. Employees hired after July 1, 2009 will have 75% of the premium paid by the Board.
3. Vision Insurance: Vision insurance will be furnished to Drivers and premiums paid by the Board as follows:
 - 4-trip drivers – 100% premium paid (the Board will pay 75% if hired after July 1, 2009)
 - 2-3 trip drivers – 75% premium paid (the Board will pay 50% if hired after July 1, 2007)
 - Full-time cooks (6-8 hours/day) – 50% premium paid
4. An employee who is eligible for group medical insurance, but who does not select the group medical insurance, can select a cash payment of \$2,500 for the year. If the person goes on unpaid leave or terminates their employment during the contract year, then the cash payment will be prorated based upon the number of days worked versus the number of work days in the contract year.
 - (a) The payment will be made on or before June 30th of the contract year.
 - (b) The terms and conditions covering the cash payment will be in compliance with federal and state tax laws.
 - (c) The election to participate in the cash payment will be made in September of the contract year.

- (d) Any employee FICA, Medicare, federal, state, and local taxes applicable to the cash payment is the responsibility of the employee.

ARTICLE 28: INCLEMENT WEATHER

Employees shall be paid their regular wages for the first three (3) inclement weather days. Inclement weather days beyond the first three (3), shall be paid at the regular rate only if the employee will not be required to work on the make-up day. If the employee will have to work on the make-up day, they shall be paid on the make-up day at the regular rate.

ARTICLE 29: PHYSICAL EXAMINATIONS

Drivers shall comply with state laws requiring physical examinations unless additional physicals are requested by the Board of Education. The Board of Education may designate the physician. The Board will pay fifty-five (\$55.00) dollars of the physical examination charges. The district will pay the physician, rather than reimburse the employee, whenever possible.

Cafeteria employees shall comply with state laws and are required to submit a T.B. report to the Superintendent's office.

ARTICLE 30: MISCELLANEOUS

1. The drivers shall have space allotted as a waiting room and may use such space for meetings.
2. The Board will continue to make payroll deductions for employees.
3. The Board shall pay the regular hourly rate for driver's safety school. However, the driver must attend the instruction at class to be eligible for payment.

4. The Board will pay for a Michigan CDL driver's license for all employees who are required to have a CDL license as a requirement to maintain their job classification.

The state required alcohol and drug test fees will be paid for by the Board. The Board will pay the regular hourly rate up to 1-1/2 hours for off-site random drug and alcohol testing only and up to thirty (30) minutes if on-site.

5. The Board shall provide uniforms for all employees in the following manner:
 - 5 shirts/tops/aprons will be provided during the first year of this agreement.
 - 3 shirts/tops/aprons will be provided annually thereafter.
 - Winter jackets will be provided every three years for bus drivers.
 - Slacks will be provided for cooks and recommended for bus drivers (5 the first year and 3 thereafter).

Employees will have the option of purchasing additional garments at the district cost.

An employee committee will be established for each unit to recommend to the District Uniform Committee regarding style, colors, etc.

6. Cooks will receive two (2) conference days to match with Teachers conference day schedule. These days will be used for in-service training.
7. A Communications Committee shall be established consisting of two (2) representatives of the administration and two (2) representatives of the Union. This committee shall meet as needed to discuss areas of concern to either party. Any safety concerns will be brought to this committee. Either party may request additional meetings. The parties agree that an attempt will be made by this committee to develop a system to recognize the service of bargaining unit employees.

8. Employees shall receive longevity pay based upon the following schedule:

5 years of service	\$325.00
10 years of service	\$400.00
15 years of service	\$475.00
20 years of service	\$550.00

Payment will be due at the first pay every September, unless the employee notifies the district that they are retiring and the employee will be paid the second pay in June.

ARTICLE 31: HOLIDAYS

1. Drivers shall be paid for the following holidays:

Labor Day	Day after Christmas
Thanksgiving Day	New Year's Day
Friday following Thanksgiving	Good Friday
Christmas Day	Memorial Day

2. Cafeteria employees shall be paid for the following five (5) holidays:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday following Thanksgiving	

Employees shall be required to work the last scheduled work day preceding the holiday and first scheduled work day following the holiday to receive holiday pay, except when an employee is on a paid sick leave day the preceding or following scheduled work day.

ARTICLE 32: HOURS OF WORK/CAFETERIA

1. A full time cook shall be defined as someone who works six (6) hours or more and shall receive the full-time cook's wages as defined under Article 33 – Wages.
8. A part-time assistant to the cook shall be defined as someone who works less than six (6) hours per day and shall be paid at the part-time rate under Article 33 – Wages.
8. A part-time assistant to the cook who actually works (meetings not included) a particular day of six (6) hours or more shall be paid at the rate of a six-hour day as defined under Article 33 – Wages.
8. Working hours shall be established and assigned by seniority by the Cafeteria Supervisor.
8. Selection of Cafeteria employees for extra assignments (banquets, extra projects, etc.) shall be made on the basis of seniority on a rotation basis. The number of employees shall be determined by the Cafeteria Supervisor on the basis of the size of the project. Work for extra assignments shall be done so it does not interfere with the regular school lunch program, and in most cases, shall begin following the regular (6 hour) work day.
8. For Senior Citizen assignments when school is not in session, Cafeteria employees will be paid at the regular full time wage plus \$1.00 per hour.
8. Insofar as is possible, the Cafeteria Supervisor shall maintain a list of qualified substitute workers. When a full time cook is absent five or more days, the position shall be filled by upgrading of bargaining unit employees based on seniority.

Substitutes shall receive substitute pay regardless of how many hours worked.

ARTICLE 33: WAGES

WAGE SCHEDULE

	2009-2010	2010-2011	2011-2012
TRANSPORTATION:			
Per Trip	18.43	18.43	18.61
Probationary	16.38	16.38	16.54
Hourly	16.55	16.55	16.72
Field Trip	14.68	14.68	14.83
CAFETERIA:			
Substitute*	8.29	8.29	8.37
Probationary	9.43	9.43	9.52
Part-time**	10.12	10.12	10.22
Regular	11.43	11.43	11.54

*This substitute rate applies only to bargaining unit member substitutes.

** Part-time employees that have five (5) or more normal working hours per day will receive the regular wage only, they will not receive the regular employees' benefits.

ARTICLE 34: TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 30, 2012. This Agreement will be retroactive for all Transportation and Cafeteria employees to July 1, 2009.

- (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 same.

- (b) If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party or sixty (60) days written prior to the current year's termination date.
- (c) If notice or amendment of this Agreement has not been given in accordance with the paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a party of this Agreement without notifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination of Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Staff Representative, Felicia Hicks, AFSCME Council 25 to 28000 Van Dyke, Suite 102, Warren, MI 48093 and if to the Board, addressed to 74500 Burk Street, Armada, MI 48005, or to any such address as the Union or the Board may make available to each other.

In witness thereof, the parties hereto caused this instrument to be executed on the day and first above written.

EMPLOYER

Cheryl Murray
Cheryl Murray, President

UNION

Catherine M. Adams
Representative

Susan Nieman
Susan Nieman, Secretary

Stacy Hadley
Representative

Alumna Holt
Representative

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION OF
DUES

TO: ARMADA AREA SCHOOLS

FROM :(Please print)

(Soc. Sec. #) ____ - __ - ____

Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local ____ and effective the same date to deduct from my earnings the first pay period of each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid by the treasurer of Local ____ of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me upon written notice to the Union and the Board thirty (30) days prior to the intended termination date.

Employee's Signature

Address

City

State Zip

APPENDIX B


LETTER OF UNDERSTANDING – (Signed 8-17-84)

The parties do hereby agree that in the event of a layoff in the Armada School Transportation and Cafeteria Department, regular laid-off employees shall be called as substitutes before any other substitutes are called to work.

APPENDIX C

LETTER OF UNDERSTANDING

The parties do hereby agree that a joint committee will be formed to recommend mutually agreeable action to be taken given an alcohol or substance abuse situation.


Union Representative


Dr. Arnold Kummerow, Superintendent

APPENDIX D

LETTER OF AGREEMENT

BETWEEN

THE ARMADA BOARD OF EDUCATION

AND THE

AFSCME LOCAL 1840, AFL-CIO

In implementing the Family and Medical Leave Act of 1993 (FMLA), the parties do hereby agree as follows:

1. The Board and the AFSCME will comply with the provisions of the FMLA and as outlined below. The Administration will formulate guidelines to administer the Act. Once agreed to by the parties, such guidelines will not be changed without prior consultation with the Union.
2. For the purpose of initial eligibility, employees who are eligible for coverage under the Act shall be those employees who completed their individual contract year for the 1993-1994 school year and who worked at least 850 hours during that contract year.
3. For leaves due to personal illness, the employee must use his/her sick leave as per Article 23 of the master Agreement.
4. For leaves covered by the FMLA, other than those leaves for personal illness, the employee must use his/her accumulated sick leave until such time as the employee has only twenty (20) days of accumulated sick leave remaining. At that point the employee may opt to either exhaust the twenty (20) days or leave the twenty (20) days in his/her bank and take the remainder of the leave unpaid. If the employee opts to exhaust

his/her sick leave and the leave is still ongoing upon exhaustion of sick leave, the employee will be put on an unpaid leave. During and unpaid leave following sick leave exhaustion, insurance benefits will be provided to the extent required by the FMLA.

5. Employees will not be required to exhaust their personal business days or vacation days (if applicable) during a leave covered by the FMLA, but may opt to do so.
6. Employees may request an unpaid leave as provided, in the Master Agreement between the parties, with no Board paid insurance benefits.
7. Doctor certification of the need for a leave shall be required at the request of the Board.
8. The definition of immediate family for the purposes of the FMLA shall be as defined in the ACT, not as per the definition contained in the Master Agreement.
9. Seniority shall only accumulate at time during which the employee is receiving pay.

This represents the full and complete understanding of the parties with regard to the implementation of the Family and Medical Leave Act of 1993.

FOR THE BOARD/DATE

FOR THE UNION/DATE



7/29/02

