



AGREEMENT

BETWEEN

L'ANSE CREUSE BOARD OF EDUCATION

AND

**SUPPORT SERVICES EMPLOYEES LOCAL 1594
AFSCME COUNCIL 25, AFL - CIO**

JULY 1, 2009 - JUNE 30, 2012

L'Anse Creuse Public Schools
36727 Jefferson Avenue
Harrison Township, MI 48045-2917
(586) 783-6300

**AGREEMENT BETWEEN L'ANSE CREUSE BOARD OF EDUCATION
AND AFSCME LOCAL 1594, 2009 - 2012**

TABLE OF CONTENTS

ARTICLE	PAGE
Table of Contents	1
Agreement	2
1. Recognition	3
2. Aid to Other Unions	3
3. Union Security	3 - 4
4. Management Rights	4 - 5
5. Union Dues and Initiation Fees	5 - 7
6. Representation	7 - 8
7. Union Representatives	8 - 9
8. Special Conferences	9
9. Grievance Procedure	9 - 13
10. Disciplinary Action, Suspension & Discharge	13 - 14
11. Seniority - Probationary Employees	14 - 15
12. Seniority	15 - 16
13. Loss of Seniority	16 - 17
14. Supplemental Agreements	17
15. Displacement, Layoff, and Recall Procedure	17 - 20
16. Vacancies	20 - 22
17. Transfers	23 - 24
18. Promotions	24
19. Temporary Classification Assignments	25
20. Veteran's Benefits	25
21. Leave of Absence Without Pay	25 - 26
22. Sick Leave	26 - 27
22.A Workers' Compensation	27 - 28
23. Business Leave	28 - 30
24. Jury Duty	30
25. Funeral Leave	30
26. Leaves - Illness and Disability	30 - 32
27. Leave for Union Business	32
28. Holidays	33 - 34
29. Vacations	35
30. Vacation Pay	35
31. Union Bulletin Boards	36
32. Health Examinations	36
33. Overtime	37 - 38
34. Retirement	38 - 39
35. Insurance Protection	39 - 42
36. 52 Week Employees	42 - 45
37. Transportation Area	46 - 55
38. Food and Nutrition Services Area	55 - 59
39. General	59 - 65
40. Protection of Employees	65
41. Health and Safety	66
42. Separation Clause	67
43. Duration of Agreement	67
44. Witness/Signature Page	68
Appendix A - Salary Schedules 2006 - 2009	69 - 74
Appendix B - Chain of Command	75 - 76
Appendix C - Authorization for Payroll Deduction	77
Appendix D - Retirement Program	78
Letters of Understanding	79 - 82
Attachment "A-C"	83 - 89

AGREEMENT

This Agreement is entered into on this the 15th day of June 2009, between the L'Anse Creuse Public Schools Board of Education (hereinafter referred to as the "Employer") and the International Union of the American Federation of State County and Municipal Employees Council 25 and its affiliate Local Union 1594 (hereinafter referred to as the "Union"). The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law, charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used in this Agreement, it shall mean the person holding that title or any person on the administrative team to whom he/she may beforehand delegate the responsibility referred to in this Agreement. Any reference to an administrator in this Agreement shall mean the person holding that administrative position or any person on the administrative team to whom he/she may delegate the responsibility referred to in this Agreement.

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees, and the Union.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION

- 1.01 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer 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 employees of the Employer included in the bargaining unit described below.
- 1.01.01 All non-teaching employees, excluding noon aides, crossing guards, office clerical employees, AFSCME Local 1993 members, and supervisors as follows: Transportation Supervisor, Transportation Dispatcher, Assistant Transportation Dispatcher, Associate Dispatcher, Maintenance/Grounds MIOSHA Coordinator Supervisor, Food and Nutrition Supervisor, Custodial Supervisor, Head Mechanic, and supervisors as defined in the Act.
- 1.01.02 All regular scheduled employees (9 months or more) shall be deemed regular employees for the purpose of Recognition only.

ARTICLE 2 - AID TO OTHER UNIONS

- 2.01 The Employer 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 purposes of undermining the Union.

ARTICLE 3 - UNION SECURITY

REQUIREMENTS OF UNION MEMBERSHIP: To the extent that the laws of the State of Michigan permit, it is agreed that:

- 3.01 Employees covered by this 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.
- 3.02 Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding the payment of dues shall continue for the length of the contract.
- 3.03 Each employee hired on or after the execution of this Agreement shall be bound by the same dues deductions requirements.

- 3.04 Any employee, during the length of this contract, who is not a Union member shall after sixty (60) calendar days probationary period become a member of the Union.
- 3.05 The Employer shall be notified in writing by the Union, of any member who is sixty (60) days in arrears in payment of membership dues. Employees who fail to comply with these requirements shall be discharged by the Employer ten (10) days after failing to comply with these paragraphs (3.01, 3.02, 3.03, 3.04) following notification by the Union.
- 3.06 The Union will protect and save harmless the Employer for any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

AUTHORITY OF BOARD - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

- 4.01 Manage and control its business, its equipment and its operation, and to direct the working forces and affairs of the L'Anse Creuse Public Schools School District.
- 4.02 Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days but not in conflict with the provisions of this Agreement.
- 4.03 The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
- 4.04 Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work

including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

- 4.05 Adopt reasonable rules and regulations but none in conflict with the provisions of this Agreement.
- 4.06 Determine the qualifications of employees.
- 4.07 Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 4.08 Determine the placement of operations, service, maintenance or assignment of work, and the source of materials and supplies.
- 4.09 Determine the financial policies, including all accounting procedures.
- 4.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
- 4.11 Determine the policy affecting the selection and training of employees but not in conflict with the provisions of the Agreement.

The above are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

ARTICLE 5 - UNION DUES AND INITIATION FEES

5.01 PAYMENT OF CHECK-OFF OF DUES:

- 5.01.01 Employees may tender monthly membership dues by signing the Authorization for Check-Off of Dues Form. CHECK-OFF FORM: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Union Dues hereinafter set forth and to the extent of laws of the State of Michigan, the Employer agrees to deduct membership dues levied by the membership vote of approval from the pay of each employee who executes or has executed the Authorization for Dues Check-Off Form. (See Appendix "C" for copy.) The Local Union President shall notify the payroll department in writing of such membership vote.
- 5.01.02 **NOTICE TO ALL EMPLOYEES OF THE BARGAINING UNIT:** All employees who are members of the Union at the time this Agreement becomes effective are required to remain members of the Union for the duration of the Agreement. However, those who become members must remain members of the Union for the duration of the Agreement.

5.02 DEDUCTIONS OF DUES:

5.02.01 Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments or any other deductions not in accordance with this provision.

5.03 DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF OF DUES FORM BY LOCAL DUES OFFICER:

5.03.01 A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Dues Officer by the Employer.

5.04 DELIVERY OF ADDITIONAL CHECK-OFF OF DUES FORMS:

5.04.01 The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which the Union membership dues are to be deducted.

5.05 WHEN DUES DEDUCTIONS BEGIN:

5.05.01 Check-Off deduction under all properly executed Authorization for Check-Off of Dues Forms will be processed after the application is tendered to the Employer and will be deducted from the first two (2) pay periods of each calendar month thereafter.

5.06 REFUNDS OF DUES:

5.06.01 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the dues levied by the membership vote of approval, refunds to the employee will be made by the Local Union.

5.07 REMITTANCE OF DUES TO FINANCIAL OFFICER:

5.07.01 Deductions for any pay period will be remitted to the Treasurer of the Local Union or their designated depository at the time of the scheduled pay. The Employer will furnish the Treasurer of the Local Union, bi-weekly, a list for whom deductions have been made.

5.08 **TERMINATION OF CHECK-OFF OF DUES:**

5.08.01 An employee will cease to be subject to check-off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each pay period in which the termination took place.

5.08.02 Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days written notice to the Employer and the Local Union Dues Officer.

5.09 **DISPUTES CONCERNING CHECK-OFF OF DUES:**

5.09.01 Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Director for Personnel, Step 3 of the grievance procedure. Until the matter is disposed of, no further deductions shall be made.

5.10 The Employer shall not be liable to the Union by reason of the requirements of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

5.11 Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be referred to the Director for Personnel, Step 3 of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

5.11.01 The Union will protect and save harmless the Employer for any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 5 of this Agreement.

ARTICLE 6 - REPRESENTATION

6.01 The number of representation areas in the unit school district will be five (5):

1. Custodial day area
2. Custodial night area, Custodian / Pool Technician area
3. Maintenance, Maintenance HVAC/R 1, Maintenance HVAC/R 2, Painter / Glazer, Head Painter / Glazer, Groundskeeper Helpers, Groundskeeper Helper / Maintenance Helper, Groundskeeper, Groundskeeper Mechanic, Groundskeeper / Maintenance, Transportation Mechanics Helper, Transportation Mechanics, Transportation Master Mechanic Auto / Light Truck,

Transportation Master Mechanic Heavy Duty Truck,
Transportation Master Mechanic Auto / Light Truck- Heavy Duty Truck,
Utility Driver, Utility /Mail Driver, Utility / Warehouse Person,
Warehouseman / Driver and Warehouseman area

4. Transportation area
5. Food and Nutrition Services area

The number may be increased by agreement between the Employer and the Local Union. The Employer and the Local Union may create new areas within the unit from time-to-time by agreement.

- 6.01.01 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

ARTICLE 7 - UNION REPRESENTATIVES

- 7.01 The Local Union will, after the election or appointment of Officers, Vice-President/Chief Steward and Stewards, prepare a listing of all officers and Stewards and furnish the listing to the Employer.
- 7.02 One (1) Steward will represent each of the representation area's as outlined in Article 6 Representation, section 6.01.
- 7.02.01 The Steward on days will be a regular employee and work in the area and shift that he/she represents. The Steward for the afternoon and night shifts will be a regular employee and work in the area that he/she represents. All Stewards will be regular employees and work in the Unit.
- 7.03 The Vice-President/Chief Steward and/or one (1) Steward for each area may upon necessity use one (1) hour per week without loss of pay to process grievances and there will be one (1) Steward per grievance. The Vice-President/Chief Steward and/or Steward must notify his/her immediate supervisor that he/she will be absent on this business before leaving his/her post.
- 7.04 During working periods in which the elected Steward(s) or Vice-President/Chief Steward are not working, the President of the Local Union will designate an employee working as Temporary Steward for that period of time.
- 7.05 Any Local Union Representative or member who is involved in any hearing between Local Union 1594 and the L'Anse Creuse Board of Education, to include hearings with the American Arbitration Association, the Michigan Employment Relations Commission, and the administrative body of the Public Employees Relations Act, will not incur any loss of pay or benefits for the time that is involved in going to such hearings, participating in the hearing, and returning to his/her work location.

7.05.01 The Members of the Union shall not lose time or pay or be charged on extra time sheet for time spent in meetings scheduled by the Employer.

ARTICLE 8 - SPECIAL CONFERENCES

8.01 Special Conferences for important matters will be arranged between the Local President and the Employer's designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union except that by prior mutual consent of the parties, either party may have additional representatives present and the number will be determined by mutual consent.

8.01.01 Arrangements for such 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. The members of the Union shall not lose time or pay or be charged on extra time sheet for time spent in such Special Conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 DEFINITION: A GRIEVANCE IS DEFINED TO BE ANY DIFFERENCE THAT MAY ARISE BETWEEN THE PARTIES TO:

9.01.01 Any matter relative to rate of pay, wages, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement.

9.01.02 Any matter involving an alleged violation of any of the provisions of this Agreement.

9.02 An individual employee will have the right at any time to present his/her grievance to the school district and to have the grievance fully adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. At the time of the initiation of such a personally presented grievance, the Employer will notify the Local Union President, that same day, that such proceedings have begun. At the time of any adjustment of the grievance, the Local Union President or his/her designate will be given the opportunity to be present. No adjustment will be made at unusual times or in such a manner to deny the Local Union President or his/her designate the opportunity to be present. In those instances where an adjustment is reached without the

presence of the Local Union President or his/her designate, the circumstances surrounding the grievance and the adjustment will be submitted to the Local Union President in writing within two (2) working days of the final adjustment.

9.03 If more than one (1) employee has a similar complaint, within the definition of a grievance as outlined above, which has been discussed at Step 1, and it is mutually agreed by both parties to this Agreement to be of a single common nature, the grievance will be deemed a Class Action Grievance and the Local Union President or his/her designate may file this Class Action Grievance at Step 2 in lieu of individual grievances.

9.04 **Step 1**

9.04.01 Within five (5) working days of knowledge by the employee of an alleged violation, the employee and/or Steward shall discuss the problem with the employee's immediate supervisor per the administrative Chain of Command, Appendix "B", pages 75-76. Written evidence of this meeting shall be made and signed by both parties including the problem and the date.

9.05 **Step 2**

9.05.01 If the Union is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within five (5) working days of its initiation with the supervisor of original contact at Step 1, the Local Union President may appeal the decision of the Principal, Transportation Supervisor, Head Mechanic, Maintenance/Grounds Supervisor/MIOSHA Coordinator, Food and Nutrition Supervisor and Custodial Supervisor to the Executive Director for Support Services within five (5) working days from the disposition or lack of disposition in Step 1. The appeal by the Local Union President shall be written. Appeals in all areas shall be heard by the Executive Director for Support Services.

9.05.02 The Executive Director for Support Services shall be responsible to see that a written response to the grievance, within their jurisdiction, is tendered to the Local Union President within five (5) working days from the delivery to him/her of the appeal at this step.

9.06 **Step 3**

9.06.01 If the Union is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within five (5) working days of the delivery to the Executive Director for Support Services the Local Union President may appeal the decision of the Executive Director for Support Services to the Director for Personnel. The appeal by the Local Union President shall be written.

9.06.02 The Director for Personnel shall grant a hearing of the grievance within ten (10) working days of receipt of the appeal at this step. Within ten (10)

working days of the hearing, the Director for Personnel shall be responsible to see that a written disposition of the grievance is tendered to the Local Union President.

9.06.03 If the grievance is in substance similar to earlier grievances as agreed to by the Local 1594 President and the Director for Personnel, where a written disposition had been tendered following a hearing, a hearing shall not be required. However, a written response within ten (10) working days of receipt of the appeal will be required.

9.07 **Step 4**

9.07.01 If the Union is not satisfied with the disposition of the grievance by the Director for Personnel, or if no disposition has been made within fifteen (15) working days of such hearing, the grievance will be appealed within thirty (30) working days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association and to the Director for Personnel within forty-five (45) days. If not so delivered, the grievance will be considered abandoned.

9.07.01.01 The arbitrator shall be chosen within ten (10) working days from the date of filing from a list of arbitrators furnished by the American Arbitration Association.

9.07.01.02 The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the close of the hearings. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issue submitted.

THE ARBITRATOR SHALL BE LIMITED IN HIS/HER POWERS AS FOLLOWS:

9.07.02 The arbitrator shall have no power to alter, modify, disregard, add to or subtract from the provisions of this Agreement.

9.07.03 The arbitrator shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement.

9.07.04 The arbitrator shall have no power to change practices, policy, or rules of the Board unless they are in violation of the terms of this Agreement or reasonable working rules, working conditions, or safety.

9.07.05 The arbitrator shall have no power to decide any question arising out of the exercise of rights set forth in the Management Rights Clause, Article 4.

9.07.06 Claims for Back Wages - In the case of a pay shortage of which the employee could not have been aware before the pay was available to the employee, any adjustment shall be retroactive only to the beginning of the pay period covered by such pay, if the employee files a written grievance within fifteen (15) working days after receipt of such pay.

9.07.06.01 All claims for back wages resulting from an illegal layoff or discharge shall be limited to the amount of wages that the employee would otherwise have earned less unemployment compensation or other compensation earned through a position acquired after layoff or discharge.

9.07.06.02 Back wages shall be paid only to the aggrieved employee signing the grievance or in the case of a class action grievance, those named as aggrieved in the grievance.

9.07.07 Neither party shall have the right to appeal from a decision of the arbitrator unless he/she exceeds his/her authority in his/her decisions as set forth above in 9.07.02, 9.07.03, 9.07.04, 9.07.05, and 9.07.06.

9.08 TIME OF APPEALS OF GRIEVANCES:

9.08.01 It is in the best interests of both the Local Union and the Employer that all actions taken on a grievance be done in a speedy manner. The time limits that have been established are maximums. If at all possible, the filing of grievances and their disposition should be as quickly as is possible.

9.08.01.01 If in the event that more time is needed to prepare a grievance or its disposition, an extension of the established time limits may be granted by mutual consent.

9.08.02 Any grievance not appealed from an answer or lack of an answer at any step of the grievance procedure, within the time limits set forth at that step after such answer, shall be considered settled on the basis of the last answer and not subject to further review.

9.08.03 A grievance may be withdrawn, with or without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liabilities shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice only after the parties mutually agree that the issues are similar and the one issue left pending controls the other issues. In such event the withdrawal without prejudice will not affect financial liability.

9.09 WITHDRAWAL OF CASES:

9.09.01 After a case has been referred to Step 4 of the grievance procedure, the case may not be withdrawn by either party except by mutual consent.

9.09.02 To eliminate misinterpretation all parties involved (Union and Management) shall meet to discuss the arbitrator's award upon written request of either party. It is understood that representation at said meetings shall be limited

to no more than three (3) members from the Union and three (3) members from the School District.

ARTICLE 10 - DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

- 10.01 Disciplinary Action will be understood as meaning oral or written reprimand, Suspension (meaning loss of pay and/or time on the job), and Discharge (meaning involuntary termination of an employee by the Board of Education).
- 10.02 In the first offense of a minor nature, the usual action will be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. The initial action of the Employer may be suspension or discharge if in the opinion of the Employer, the nature of the infraction merits such action.
- 10.03 Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.
- 10.04 Reports of disciplinary action and suspension will remain in the individual's personnel file for three (3) years from the date of the action and will not be utilized in future disciplinary action after three (3) years. The report will be removed from the personnel file at the employee's request after three (3) years.
- 10.05 All reprimands will be handled in a manner that will not embarrass an employee before other employees, students, or the public.
- 10.06 For just cause, a representative of the Board of Education may suspend an employee with or without pay. The employee, the appropriate Steward, and the Local Union President will be notified in writing if such action is taken.
- 10.07 For just cause, only the Board of Education may discharge an employee. The employee, the appropriate Steward, and the Local Union President will be notified in writing if such action is taken.
- 10.08 The employee and the Local Union will have the right to appeal the suspension, demotion, or discharge as a grievance at Step 3 of the grievance procedure.
- 10.09 An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost and with full restoration of all rights and conditions of employment including all benefits, less any compensation received for employment elsewhere from the time of

discharge to the time of reinstatement with the L'Anse Creuse Public School District.

- 10.10 Examples of items considered as just cause for disciplinary action, suspension, or discharge will be posted in all work locations. The list is intended as examples only and items other than those listed may be considered as just cause for action. It is understood that the Employer may from time-to-time post additional examples after advising the Local Union in a Special Conference called for that purpose.

ARTICLE 11 - SENIORITY - Probationary Employees

- 11.01 New employees hired in the unit shall be considered as probationary employees for the first sixty (60) calendar days of their employment.
- 11.01.01 For the purpose of interpreting the probationary period under this Agreement, sixty (60) calendar days in all departments affected by summer dismissal shall resume their accumulation at the beginning of the new school year. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the Unit and shall rank for seniority from the original day of employment. There shall be no seniority among probationary employees. A probationary employee has no union rights when disciplined or discharged for lack of ability.
- 11.02 Seniority shall be on a school district-wide basis within the area of employment in accordance with the Employee's last date of hire:
1. Custodian, Custodian / Pool Technician
 2. Head Custodian
 3. Maintenance, Maintenance HVAC/R 1, Maintenance HVAC/R 2
 4. Painter / Glazer
 5. Head Painter / Glazer
 6. Groundskeeper Helper
 7. Groundskeeper Helper / Maintenance Helper
 8. Groundskeeper / Maintenance
 9. Groundskeeper, Groundskeeper Mechanic
 10. Transportation Mechanic's Helper
 11. Transportation Mechanics, Transportation Master Mechanic Auto / Light Truck, Transportation Master Mechanic Heavy Duty Truck, Transportation Master Mechanic Auto / Light Truck-Heavy Duty Truck
 12. Utility Driver, Utility / Mail Driver
 13. Utility / Warehouse Person
 14. Warehouseman / Driver
 15. Warehouseman
 16. Transportation
 17. Food and Nutrition Services

Employees currently in classifications as listed above will be grandpersoned into their position on the classification seniority list as of March 20, 1995.

- 11.03 The probationary time for an employee begins on the first day such probationary employee begins work at his/her position.
- 11.04 Any employee who, in the opinion of the Superintendent, does not satisfactorily complete his/her probationary period in the classification to which he/she has been promoted will be returned to the classification and salary from which he/she had been promoted and his/her seniority shall not be affected.
- 11.05 An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.
- 11.06 A substitute employee is an employee hired only to substitute for a regular employee who is not available for that day. A vacancy shall not be filled on a substitute basis to avoid hiring a new employee.

ARTICLE 12 - SENIORITY

- 12.01 District seniority will begin with the original date of employment within the bargaining unit of the school district.
- 12.02 The seniority list of the date of this Agreement will show the names and job titles of all employees of the Unit entitled to seniority.
- 12.03 The Employer will furnish the Local Union with an up-to-date seniority list twice each year, by the second week of each semester. The list will reflect both the employee's original date of hire and his/her classification and seniority date.
- 12.04 A copy of the data (name, date of hire, classification, salary, shift if applicable, and job location) for newly hired, transferred, promoted, discharged, or quit personnel which is sent to the payroll department will be sent at the same time to the Union President through the school mail or during the summer through the U. S. Postal Service. Management may require assistance of the Union in said compilation.
- 12.05 The Employer will stagger the order of hire but, if more than one (1) employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the employee's Social Security Account Number (SSAN). The employee with the lower number will be the senior employee. This method of determination of seniority will not abridge any member's seniority standing as of January 23, 1978.

- 12.06 When an employee is on leave of absence as provided in Article 21 and Article 26, seniority shall accrue for one (1) year; then it shall be frozen at that point with no accumulation for further extension of such leave.
- 12.07 The Employer will maintain and furnish to the Local Union a district-wide seniority list based purely on the employee's original date of hire. This seniority list will be updated each fiscal year, and five (5) copies of the seniority list will be provided to the Local Union by the second week of the new fiscal year.
- 12.08 Employees off due to an injury or illness that is compensable under the Workers' Compensation Act will continue to accrue seniority. Employees sustaining injuries compensable under the Workers' Compensation Act shall receive insurance benefits for a maximum of one (1) year following the date of injury, if no LTD or Disability Retirement Application is filed.

The Process is as follows:

Employees will be placed on (FMLA) Family Medical Leave Act if qualified for the first (60) sixty workdays or (12 weeks). Following the end of the FMLA leave, the employee will make application for (LTD) Long Term Disability benefits and/or disability retirement. If the employee does not qualify for either program, the employee's insurance benefits will continue for a maximum of (2) two years. The Employer will counsel employees who are unable to return to work regarding eligibility requirements for retirement and/or long-term disability benefits three months before benefits expire.

- 12.09 Employees off on Long-Term Disability will accrue seniority for one (1) year while on L.T.D. At the end of one (1) year off, the employee's seniority will be frozen. Employees on L.T.D. will remain on the seniority list, with an annotation that they are off on L.T.D., until such time as they are no longer eligible for L.T.D.

ARTICLE 13 - LOSS OF SENIORITY

- 13.01 AN EMPLOYEE SHALL LOSE SENIORITY FOR THE FOLLOWING REASONS ONLY:
 - 13.01.01 He/she quits.
 - 13.01.02 He/she is discharged and the discharge is not reversed through the grievance procedure.
 - 13.01.03 He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her

seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter will be referred to the grievance procedure beginning at Step 3. It will be the duty of the employee to furnish the Employer with his/her correct address at all times.

- 13.01.04 If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- 13.01.05 Failure to return from sick leave, leaves of absence, long term disability, or layoff will be treated the same as 13.01.03. above.

ARTICLE 14 - SUPPLEMENTAL AGREEMENTS

- 14.01 All Supplemental Agreements and Letters of Understanding will be subject to the approval of the Local Union, Council 25 and/or the International Union, and the Employer. Said Supplemental Agreements must be approved by both parties to this Agreement.

ARTICLE 15 - DISPLACEMENT, LAYOFF, AND RECALL PROCEDURE

- 15.01 A "Displaced Employee" under this Article only is an employee whose current position has been eliminated or reduced during a layoff and who has sufficient district seniority to maintain employment within the bargaining unit.
- 15.02 A "Laid-Off Employee" is an employee who does not have sufficient district seniority to maintain employment within the bargaining unit at the time that there is a layoff.
- 15.03 A "Layoff" means a reduction in the working force.
- 15.04 IF IT BECOMES NECESSARY FOR A LAYOFF, THE FOLLOWING PROCEDURE WILL BE MANDATORY:
 - 15.04.01 All temporary seasonal employees will be laid off on a district-wide basis.
 - 15.04.02 All students who are performing functions that qualify as bargaining unit work will be laid off on a district-wide basis.
 - 15.04.03 All probationary employees will be laid off on a district-wide basis.
 - 15.04.04 Seniority employees will be laid off according to seniority as defined in Article 12, SENIORITY, Section 12.02 and 12.07.

- 15.04.05 In proper cases exceptions may be made. Disposition of these cases will be proper matter for Step 3 of the grievance procedure.
- 15.05 The layoff of bargaining unit employees may be done by area or occupational group and position, with the least district senior employees in the affected positions being laid off first.
- 15.05.01 **Should the layoff of bargaining unit employees involve members of the:**
- Transportation Area:** During the course of the school year, those employees remaining within the area will re-select their runs and hours by seniority, beginning with the most senior employee affected by the layoff and or realignment of runs in accordance with the current run selection process.
- Food and Nutrition Services Area:** During the course of a school year, those employees remaining within the area will re-select their job location, classification and hours by seniority, beginning with the most senior employee affected by the layoff and or realignment of positions in accordance with the current area job selection process.
- These new job assignments will become effective as soon as possible within three (3) working days after the re-selection process takes place and will remain in effect until the next contractually scheduled job selection / run selection process takes place.
- 15.06 For the purposes of layoff there are three (3) Occupational Groups of employees as follows:
- DEFINITION:** OCCUPATIONAL GROUPS ARE ALL CLASSIFICATIONS WITHIN THAT GROUP.
1. Food and Nutrition Services
 2. Transportation Drivers
 3. All other Bargaining Unit Members
- 15.06.01 **RE: ELIMINATION OF POSITION:** This article is only applicable to those employees whose positions have been eliminated or have been displaced as a result of the elimination of positions. The aforementioned employees shall be allowed to select any open position within their Occupational Group by seniority for which he/she is qualified and as long as said selection does not result in a promotion. If there is no open position, the displaced employee shall bump the least senior employee within the Occupational Group with the same shift (time of day or split position) not resulting in a promotion.
- 15.06.02 A laid off employee who has seniority within another Occupational Group where they possess the required credentials will be allowed to bump the

least senior employee, with the same FTE (Full Time Equivalence) or less, within the Occupational Group they previously held.

- 15.06.03 If a laid off employee does not have seniority in another Occupational Group, said employee will be allowed to bump the least senior employee in an equal or lower classification, with same FTE (Full Time Equivalence) or less, that does not require special training or certification as long as it does not result in a promotion.
- 15.06.04 A laid off employee who cannot bump under the above conditions, will be allowed to bump the least senior employee with lower hours and where no required certifications are necessary.
- 15.06.05 Such employees that select a position in a classification that they have never held previously, shall be considered to be in an evaluative performance period for the first sixty (60) calendar days of their new assignment. Special supervision/direction will be provided upon the employee's reasonable requests during this evaluative period. During the evaluative period, the employee will be evaluated, in writing, using the district evaluation form, on the thirtieth (30th) and fiftieth (50th) day.
- 15.06.06 Such employees who do not meet evaluative standards as documented during the evaluative period shall be terminated or may be granted layoff. Should the employee disagree with the action taken, the matter may become a proper subject for the grievance procedure beginning at Step 3.
- 15.06.07 Such employees after completing the sixty (60) calendar days will have full district seniority in that new classification only for the purpose of layoff. For all other purposes, classification seniority will be controlling.
- 15.07 Employees to be laid off for indefinite periods of time will have at least seven (7) calendar days notice of layoff. The Local Union President and the Recording Secretary will receive a list from the Employer of the employees being laid off on the same day the notices are issued to the employees.
- 15.08 Laid-off employees will be recalled in inverse order of layoff (last laid off will be first called back) to the first position available in the classification from which they were laid off. If this position is considered a promotional position, it must first be posted and filled in accordance with ARTICLES 16, 17, and 18, and the recalled employee will be recalled to the last position available. Notice of recall will be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within seven (7) calendar days from the date of mailing of the notice of recall, he/she will be considered a quit. Extension may be granted by the Employer in proper cases.
- 15.09 Recall from layoff will only be to the Occupational Group where the employee was laid off from.

- 15.10 Nonacceptance of a temporary position four (4) weeks or longer in duration in the Occupational Group from which an employee was laid off will result in the employee being removed from the recall list.
- 15.11 An employee on a leave of any kind is subject to the displacement, layoff, and recall procedure.
- 15.12 When an employee is in a layoff status, his/her seniority will accrue for one (1) year, and then their seniority will be frozen until such time as they are recalled to work.
- 15.12.01 An employee in a layoff status will remain on the indefinite layoff list for a period of time equal to his/her seniority at the time of layoff.

ARTICLE 16 - VACANCIES

DEFINITION: A vacancy will be considered to exist if a current employee resigns, retires, is terminated, is transferred, is promoted unless said position is eliminated, or if a new position is created or reinstated and the Employer determines to fill such openings.

- 16.01 In the event that a vacancy exists within the Bargaining Unit, and the Employer determines to fill the vacancy, employees within the Unit will be given the opportunity to bid for the position through the posting procedure. All vacancies shall be posted within five (5) working days, but no sooner than fifteen (15) working days prior to the need to fill the position.
- 16.01.01 When a vacancy occurs within the bargaining unit and the contractual bidding process has been completed, an employee working a split shift shall nevertheless have the option to fill the position on the basis of seniority before an outside applicant is considered.
- 16.02 Copies of each posting, excluding transportation vacancies will be supplied to each building and will be posted in a location readily available to all employees working in that building. Transportation vacancies will be posted initially in the transportation department for current drivers. If no current driver bids on the run, it will then be posted district wide in all buildings. The posting will remain posted for a period of five (5) working days prior to filling such vacancy.
- 16.03 Vacancy postings will include the type of position, location of work, shift, and will set forth the minimum requirements and duties for the position.
- 16.04 Filling of a vacancy shall be done within five (5) working days of the closing of the posting for the position except in those instances where, due to a lack of qualified applicant, the Board determines to not fill the position. It is further acknowledged that the five (5) day time limit, above specified, will be reasonably extended to provide necessary time to enable the Board of

Education to meet in session to approve the filling of newly created positions. Persons on leave can put in for a posting as long as they can fill the position within twenty (20) working days or less from the expiration of the posting.

- 16.04.01 Should more than one (1) present Employee from within the same classification bid on a vacancy the more senior Employee shall be granted the position.
 - 16.04.02 When an Employee has applied for a different position, the Employee selected shall commence work no sooner than twenty-four (24) hours following notification.
 - 16.04.03 An Employee filling a vacancy in a classification different than the one presently held shall be placed on the lowest step of the salary schedule of the new position which will provide a raise over their previous rate of pay.
 - 16.05 When a new job is placed in the Unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Union does not agree that the classification and rate are proper, the Board agrees that up to three (3) representatives of the Board will meet with up to three (3) representatives of the Union to discuss such classifications and rates.
 - 16.06 Employees interested in a vacancy will apply for the vacancy using the In-district Job Application Form. The employee will return the form to the Personnel Office where it will be stamped with the time and date.
 - 16.07 In the event that an employee is to be absent for four (4) weeks or longer, or has been absent for four (4) weeks, his/her position will be posted as a temporary position within five (5) working days of the employer's determination to fill the vacancy. (As a result of filling the vacancy by a member of the Unit, Section 17.04 of ARTICLE 17 will be applicable).
 - 16.07.01 Employees absent for ninety (90) consecutive calendar days will not be guaranteed the same position they left. However, employees suffering from a Workers' Compensation injury will return to their assigned position for a period of up to one year from the date of injury.
 - 16.07.02 Employees returning from a Workers' Compensation injury absence of more than one year shall have the right to bump the least senior classification employee in their area if no opening exists.
- DEFINITION: The word area above is defined as meaning department or occupational group and this will apply throughout the contract.
- 16.08 Employees off ninety (90) consecutive calendar days due to personal illness or on LTD shall have the right to bump the least senior classification employee in their area, if no open position exists.

DEFINITION: The word area above is defined as meaning department or occupational group and this will apply throughout the contract.

16.09 Vacancies created by a Workers' Compensation injury will be limited to three (3) postings with the fourth (4th) opening posted as a temporary position.

16.09.01 Posted vacancies created by a Workers' Compensation injury will be clearly marked "Workers' Compensation Injury Position".

16.10 **Transportation Drivers returning from a Workers' Compensation injury will return to their duties as follows:**

1. Drivers beginning leave following the October bump and drivers who selected a route at the beginning of the school year and were not affected by the bump: Will return to their original run with all other employees affected by subsequent transfers returning to their original run.
2. Drivers on leave at the beginning of the school year, drivers who were unable to select a run at bump and were affected by the bump and all drivers returning on or after April 1, of the current school year: Will return to an open run that they have seniority to take or bump the least senior employee in their time frame. The Board may also offer return to a temporary unassigned position established that will be similar in hours and time frame as when they went on leave or a mutually agreed time frame provided the employee agrees to this option.

16.11 **The following will be the posting procedures for all vacated runs affected by a Workers' Compensation situation:**

1. When a run is to be vacated for thirty (30) or more days the run will be posted as a "Temporary – Worker Compensation Run". The run will be filled accordingly.
2. All run vacancies subsequent to the Worker Compensation posting will also be posted as a "Temporary – Worker Compensation Run" and filled accordingly.
3. "Temporary – Worker Compensation Runs" will not be posted permanent unless and until the District is notified that the employee will not be returning prior to April 1, of the current school year.
4. Five (5) working days prior to April 1, any "Worker Compensation Run" that has or will exceed ninety (90) days by April 1, of the current school year, will be posted permanent.
5. Vacancies for any cause after January 2, of any school year will be posted according to normal posting procedures.

ARTICLE 17 - TRANSFERS

DEFINITION: An employee move will be termed a transfer when the movement is within his/her classification and to a position with the same general job requirements and no additional compensation is involved.

- 17.01 Should more than one (1) present employee from within the same classification bid on a position vacancy, the more senior employee will be transferred to the position.
- 17.02 The Employer agrees that in the event that there is any movement of work or discontinuation of work location which will continue for a period of seven (7) calendar days or longer, the Employer will meet with the Local Union in Special Conference prior to any movement of affected employees.
- 17.02.01 Employees affected may request a transfer to any open position for which their classification and seniority qualifies them.
- 17.02.02 An employee whose job has been eliminated due to discontinuation of work location may exercise his/her seniority rights to bump the least senior employee with the same number of regular daily working hours within the same classification and transfer to that position.
- 17.03 An employee transferred by the Employer to a position not included in the Unit, and thereafter transferred to a position within the Unit, will have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under these circumstances will retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- 17.04 As a result of any transfer, the opening, if any, created may be filled in a similar manner. Fifty-two week employees transferring within this provision shall be limited to one (1) such permanent transfer within the fiscal year unless authorized by the Employer.
- 17.04.01 When a vacancy occurs within the bargaining unit and the contractual bidding process has been completed, an employee working a split shift shall nevertheless have the option to fill the position on the basis of seniority before an outside applicant is considered.
- 17.05 Transferring from one shift to another within the custodial area shall not be considered a promotion due to their base hourly rate.
NOTE: A shift premium is paid in addition to the base hourly rate and therefore is not included in the base hourly rate.
- 17.06 TEMPORARY VACANCY TRANSFERS

However, it is expressly understood that an employee covered by this agreement, excluding Bus Drivers, shall not be permitted to make a downward or lateral transfer for temporary vacancies unless the temporary vacancy provides a higher hourly base rate, promotion, shift change, or experience in a different position. In addition, employees currently under any type of an improvement plan or disciplinary action may be denied any type of transfer for the duration of the improvement plan or disciplinary action.

ARTICLE 18 - PROMOTIONS

DEFINITION: A promotion will be considered as a change in assignment within the Unit, which results in the Employee receiving an increase in benefits, higher hours, higher base hourly rates or a regular fifty-two (52) week position.

18.01 Promotions within the Bargaining Unit will be made on a seniority basis when other relevant qualifying factors, such as education, attendance, experience and training, are equal.

18.02 Any employee promoted under this Article will be given a trial period of sixty (60) working days. Special supervision/direction will be provided upon the employee's reasonable requests during this trial period.

18.03 During the sixty (60) working day trial period, the employee will have the right to return to his/her prior classification/area.

DEFINITION: The word *area* above is defined as meaning department or occupational group and this definition will apply throughout the contract.

18.04 During the sixty (60) working day trial period, the Employer will evaluate the performance of the employee in the new position. If the performance is unsatisfactory or the employee does not qualify in his/her new position, written notice including reasons will be submitted to the employee and the employee will revert to his/her prior position and location. In the event that the prior position and location have been eliminated, Article 17, Section 17.02 is applicable. Should the employee disagree with the action taken, the matter may become a proper subject for the grievance procedure beginning at Step 3.

18.05 During the trial period, the employee will receive the rate of pay of the job that is being performed.

ARTICLE 19 - TEMPORARY CLASSIFICATION ASSIGNMENTS

- 19.01 If an employee is temporarily assigned in a lower classification according to rates of pay than that in which he/she is regularly assigned, no reduction in pay will result. If an employee is temporarily placed in a higher classification according to rates of pay than that in which he/she is regularly assigned, the affected employee will receive the rate of pay of the higher classification for all time spent on the assignment. The employee will be responsible to have his/her time card marked for the higher rate for the time that is involved.

ARTICLE 20 - VETERAN'S BENEFITS

- 20.01 Reinstatement of Seniority Employees - Any employee who enters into active service in the armed forces of the United States, upon the termination of such service after one (1) tour of duty, shall be offered reemployment in his/her previous position or a position of like seniority, status, and pay; unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge or ninety (90) days after service connected hospitalization continuing after discharge for not more than two (2) years.
- 20.02 Except as hereinafter provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.
- 20.03 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted upon written application, leaves of absence for a period of one (1) year, renewable for a period equal to the educational benefit offered by such acts and laws in effect on the date of this Agreement.
- 20.04 Employees who are in some branch of the armed forces reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Board of Education when they are on full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 21 - LEAVES OF ABSENCE WITHOUT PAY

- 21.01 Upon written request, leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, may be granted at the sole discretion of

the Superintendent without loss of seniority, which will accrue for one (1) year for medical reasons, both personal illness and illness within the employee's immediate family with proper documentation for need from a physician, and for educational purposes that would accrue a mutual benefit to both the employee and the employer. Other leaves of absence (such as vacation, etc.) without pay for reasonable periods of time not to exceed one (1) year may be granted, without loss of seniority, for good cause.

Leaves under this Section may be extended for like cause, but in any event; seniority will accrue for only one (1) year.

- 21.01.01 If an employee on personal leave is absent for ninety (90) consecutive calendar days, his/her position will no longer be guaranteed and he/she will bump into the unit according to seniority by displacing the lowest seniority person in his/her classification if a vacancy is not currently available.

ARTICLE 22 - SICK LEAVE

- 22.01 Each employee will earn one (1) day sick leave per month for each month worked. Days will be credited and utilized in hours based on the employee's current work hours. Probationary employees will accumulate sick leave allowance during their probationary periods but may not utilize such leave until attaining seniority. If an employee leaves before the end of the school fiscal year, any unearned used sick leave will be deducted from his/her final paycheck. Part-time workers will receive prorated sick leave according to their normally scheduled work hours. Bus drivers will be allowed to use sick leave in full run segments, including layover. Drivers will commit to full segments and concur with office.
- 22.01.01 To be eligible for sick leave pay; an Employee shall notify his/her immediate supervisor of the expected absence no less than one (1) hour prior to the commencement of their assigned shift or run. In proper cases, exceptions may be made by the Employer.
- 22.02 All unused sick leave allowance days shall be placed at the end of the fiscal year in the employee's accumulative sick leave bank. Maximum accumulation shall be ninety (90) days. Any sick days accumulated over ninety (90) days shall be paid to the employee in January, at the rate of three-fourths (3/4) day per day of such excess accumulation.
- 22.02.01 In September each employee shall receive a statement stating their unused accumulation of sick leave as of the previous June 30th.
- 22.02.02 25% of sick leave pay accumulated shall be paid to the Employee's beneficiary.

22.03 ABSENCES CHARGEABLE TO SICK LEAVE:

22.03.01 Personal illness.

22.03.02 Sick days may be used for emergency illness in the immediate family when necessary care cannot otherwise be arranged.

Such leave shall not extend beyond ten (10) working days to employ suitable care. Extenuating circumstances will be considered.

22.03.02.01 EMERGENCY ILLNESS AND NECESSITY OF TRAVEL:

Emergency illness in the immediate family shall be determined by the distance between the employee's residence and the location of the family member, provided necessary care is being offered.

200 miles or less	2 days
200-500 miles	4 days
500 miles or more	5 days

Such leaves are for serious and terminal conditions and if requested, proof must be provided to the Executive Director for Support Services. Immediate family shall be interpreted as: mother, father, spouse, child, step parents, step children, sister, brother, grandparents, grandchild, son-in-law/daughter-in-law; or a member of the family unit living in the employee's household.

22.03.02.02 Employees will lose no time or pay and will not be charged any sick leave for any employer required visits or return visits to the employer's medical clinic or employee's treating physician.

22.03.03 Quarantine

22.04 Any employee within this contract shall be required to provide written evidence from a physician (MD or DO) or Chiropractic doctor as to the condition of the health of the employee after five (5) days sick leave are utilized on consecutive working days.

ARTICLE 22-A - WORKERS' COMPENSATION

22A.01 Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act will be paid as directed by the Michigan Workers' Compensation Act for the period of time that the employee is absent.

22A.02 Income protection under the Michigan Workers' Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days will be returned to the employee.

22A.03 Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician.

22A.04 In case an employee, who suffered an on the job injury, is released to return to work in a limited capacity and is not able to assume his/her former position, and the Employer in its sole discretion determines to return the employee, placement will be made to an assignment for which he/she is qualified consistent with the employee's limitations. The employer shall establish the rate of compensation for the position. However, it is expressly understood that an employee who returns to work in a restricted position shall not suffer a loss of pay when compared to the compensation he/she would have received pursuant to workers' compensation benefits. It is further understood that in the event that there are multiple bargaining unit members off work due to compensable injuries and there are limited restricted positions available, the employee(s) who have been off work the longest period of time shall first be offered the position, provided he/she is capable of performing the responsibilities of the position. Furthermore, any employee currently performing restricted responsibilities shall continue to receive the benefits and/or compensation he/she is currently receiving from the employer.

22A.05 Employees off due to an injury or illness that is compensable under the Workers' Compensation Act will continue to accrue seniority. Employees sustaining injuries compensable under the Workers' Compensation Act shall receive insurance benefits for a maximum of one (1) year following the date of injury, if no LTD or Disability Retirement Application is filed.

The Process is as follows:

Employees will be placed on (FMLA) Family Medical Leave Act if qualified for the first (60) sixty workdays or (12 weeks). Following the end of the FMLA leave, the employee will make application for (LTD) Long Term Disability benefits and/or disability retirement. If the employee does not qualify for either program, the employee's insurance benefits will continue for a maximum of (2) two years. The Employer will counsel employees who are unable to return to work regarding eligibility requirements for retirement and/or long-term disability benefits three months before benefits expire.

ARTICLE 23 - BUSINESS LEAVE

23.01 Each employee may be granted two (2) personal leave days per fiscal school year for which there will be no loss of pay or benefits. The personal leave day may be used for legitimate personal business which cannot be met outside the employee's workday. Personal business means an activity that requires the employee's presence during his/her normal workday and is of such a nature that it cannot be attended to at a time other than when he/she is scheduled to work. Employees shall take business leave days in

one-half (1/2) or full-day increments when practical. Unused personal leave days shall be converted to sick days the following year and will be allowed to accumulate as sick days per Article 22.02. Bus drivers will be allowed to use business leave in full run segments, including layover. A driver will commit to full segments and concur with office.

23.02 The request for business leave shall be in writing with at least two (2) days advance notice except in cases of emergency.

23.03 **Examples of acceptable uses of business leave are:**

23.03.01 The closing of purchase or sale of the employee's permanent residence or real property.

23.03.02 Graduation of the employee's children from high school or college.

23.03.03 A serious fire at the home of the employee.

23.03.04 Moving of the employee's household goods from his/her old residence to his/her new residence.

23.04 **Examples of unacceptable uses of business leave are:**

23.04.01 Hunting and fishing and other recreational pursuits.

23.04.02 Political or social functions.

23.04.03 Seeking other employment.

23.04.04 Other employment.

23.04.05 Child Care.

23.04.06 Shopping.

23.05 The Director for Personnel or designee shall determine the merits of all requests for use of business leave and may refuse or disallow the use of business leave if evidence indicates that such action should be taken.

23.06 An employee who has been employed by L'Anse Creuse Public Schools for one (1) or more years and has used less than the specified number of sick days during the previous year shall qualify to use the two (2) personal leave days upon request and Sections 23.03 and 23.05 will not apply. Sections 23.02 and 23.04 will apply.

23.06.01 Fifty-two (52) week employees - four (4) or less sick days used during previous year.

23.06.02 All other - three (3) or less sick days used during previous years.

23.07 Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods except in cases of extenuating circumstances and approved by the Director for Personnel.

23.08 Unused personal leave days from the previous contract year shall be credited as sick leave days at the beginning of the next contract year.

ARTICLE 24 - JURY DUTY

24.01 The school district shall pay an employee who is called for jury duty, the difference between the amount paid by the jury and the regular amount paid the employee if either the employee or the Superintendent is unable to get the employee excused from this duty. Hours beyond eight (8) per day or forty (40) per week not included.

ARTICLE 25 - FUNERAL LEAVE

25.01 Five (5) consecutive non-weekend days will be granted for the death of a member of the immediate family of the employee or the employee's spouse. (Immediate family will be interpreted as: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild, step parents, step children, or a member of the family unit living in the employee's household). If the death occurs during a break, the leave days will still be the non-weekend days following the death. If any of the granted five leave days falls on a non-paid day, the day will be non-paid. If any of the granted five leave days falls on a paid day, the day will be paid. Any additional days deemed necessary by the employee up to two (2) days will be taken as a personal business day or charged to sick leave. One (1) working-day leaves will be granted for funerals of other than those persons defined above and will be taken as personal business days or charged to sick leave. Under proper circumstances, exceptions may be granted by the Director for Personnel.

ARTICLE 26 - LEAVES

26.01 ILLNESS AND DISABILITY (Replaces Pregnancy and Child Care Leaves):

Each employee will earn one (1) day sick leave per month for each month worked. Sick day accrual is prorated upon the standard work day. The unused portion of sick days shall accumulate from year to year to a limit of ninety (90) days. The leave days may be used by unit employees for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions.

- 26.02 If an employee lacks sufficient sick days during the disability period she/he will be placed on leave of absence.
- 26.03 An employee may request a child care leave following a birth for up to one (1) calendar year.
- 26.04 An employee is required to use sick day accumulation for a pregnancy related disability.
- 26.05 A pregnancy related prospective disability will require immediate notification to the supervisor with the employee's physician's verification as to well-being, work-ability, and anticipated leave dates, and accompanied by a child care leave request if the employee desires such.
- 26.06 Requests for disability leaves and child care leaves must be made to the Personnel Office at least sixty (60) days prior to the leave except in extenuating circumstances that are approved by the Director for Personnel.
- 26.07 An employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment.
- 26.08 The Board of Education may grant an employee adopting pre-kindergartner a child care leave for up to one (1) year.
- 26.09 Seniority accrues for up to one (1) year while an employee is on unpaid leave of absence.
- 26.10 Probationary employees are not eligible for unpaid leaves of absence.
- 26.11 An employee on a leave of absence for a period of time of ninety (90) calendar days or less shall return to the position from which he/she requested the leave.
- 26.12 A custodial/maintenance employee on leave of absence for a period exceeding ninety (90) calendar days will no longer be guaranteed his/her prior position and will bump into the unit according to seniority by displacing the lowest seniority person in his/her classification if a vacancy is not currently available.
- 26.13 **Food and Nutrition Services employees returning from leave of absences in excess of ninety (90) consecutive working days will return to:**
- An open position for which they have seniority and request that position; or in the alternative, the employee shall be allowed to exercise his/her seniority to displace the least senior bargaining unit member in their classification who is currently working the comparable number of hours that the returning member worked prior to the leave of absence. A member exercising his/her right as described above shall not be allowed to bump into any position which would result in the employee receiving a promotion. The employee so displaced as a result of the above described process shall

be afforded the right to bump the least senior member within the next highest hourly job assignment in their classification.

An employee returning from leave shall give written notification to the Personnel Office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the lay-off and recall procedure.

Transportation employees returning from leaves of absences in excess of ninety (90) consecutive working days will return to:

An open position for which they have seniority and request that position; or in the alternative, the employee shall be allowed to exercise his/her seniority to displace the least senior bargaining unit member who is currently working the comparable number of hours that the returning member worked prior to the leave of absence. A member exercising his/her right as described above shall not be allowed to bump into any position which would result in the employee receiving a promotion. The employee so displaced as a result of the above described process shall be afforded the right to bump the least senior member within the next highest hourly job assignment.

An employee returning from leave shall give written notification to the Personnel Office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the lay off and recall procedure.

ARTICLE 27 - LEAVE FOR UNION BUSINESS

27.01 Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer will be granted, at the written request of the employee, leaves of absence for periods not to exceed two (2) years or the term of office. Such leaves may be renewed upon written request of the employee. The employee's seniority will accrue to one (1) year and at that time it will be frozen until the employee returns to work with the Employer.

ARTICLE 28 - HOLIDAYS

28.01 When a holiday is observed during an employee’s vacation period, another day will be given to compensate for the holiday, immediately at the end of the regular vacation.

28.02 The following shall be paid holidays under this contract: Independence Day, Labor Day, the Wednesday before Thanksgiving, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, three (3) designated days of Mid-Winter Break, Good Friday, Easter Monday, or the Thursday before Good Friday if school is in session on Easter Monday, Memorial Day. Employees eligible shall receive straight time pay as holiday pay.

28.02.01 Specific dates that the above holidays will be observed for the duration of this agreement:

<u>HOLIDAY</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Independence Day	July 3	July 5	July 4
Labor Day	Sept. 7	Sept. 6	Sept. 5
Wednesday before Thanksgiving	Nov. 25	Nov. 24	Nov. 23
Thanksgiving	Nov. 26	Nov. 25	Nov. 24
Friday after Thanksgiving	Nov. 27	Nov. 26	Nov. 25
Christmas Eve	Dec. 24	Dec. 24	Dec. 23
Christmas Day	Dec. 25	Dec. 23	Dec. 26
New Year’s Eve	Dec. 31	Dec. 31	Dec. 30
New Year’s Day	Jan. 1	Dec. 30	Jan. 2
Martin Luther King Day			
Midwinter Break *	Feb. 12	Feb. 18	
Midwinter Break *	Feb. 15	Feb. 21	
Midwinter Break *	May 28	May 27	
Good Friday	April 2	April 22	April 6
Easter Monday	April 5	April 4	April 9
Memorial Day	May 31	May 30	May 28

* To Be Determined based on school calendar for 2011-2012.

28.02.01.01 Transportation and Food and Nutrition Services Employees will receive one additional paid holiday between Christmas and New Years Eve. (This day is in lieu of snow day.)

28.02.02 Should the length of mid-winter break be adjusted, to less than three (3) days at some point in the future, Martin Luther King Day will be re-established as a paid holiday for all bargaining unit members.

- 28.03 Twelve (12) month employees shall be granted these holidays without loss of pay. Part-time employees' paid holidays will be prorated according to job classifications during the school year.
- 28.04 Food and Nutrition Services and Transportation employees working the scheduled workday prior to Labor Day and the Tuesday following Labor Day will be granted the Labor Day weekend holidays without loss of pay.
- 28.05 Paid holidays will be paid prorated according to job classification during the school year.
- 28.06 Friday before or Monday after certain holidays. Whenever the Fourth of July, Christmas Day, Christmas Eve, New Year's Day, New Year's Eve, or Memorial Day falls on Saturday or Sunday; the Friday preceding or the Monday following shall for the purpose of this Agreement be observed as the holiday.
- 28.06.01 Whenever any of the above holidays falls on a day that school is in session, (when children are in attendance) the employees affected shall work and the preceding or succeeding weekday not a holiday and not a day when school is in session will become the holiday.
- 28.06.01.01 Example: If Friday (Saturday or Sunday) and Saturday (Sunday or Monday) (December 31 and January 1) are both holidays and school is in session the Monday following the Saturday (Sunday) holiday, the holidays will be the preceding Thursday and Friday if school is not in session. The employee will be paid straight time pay for work on Monday.
- 28.06.01.02 Example: If Friday (Saturday or Sunday) and Saturday (Sunday or Monday) are both holidays (December 24 and 25) and school is in session the preceding Friday, the holidays will be the succeeding Monday and Tuesday if school is not in session. The employee will receive straight time pay for work on Friday.
- 28.06.01.03 If the above types of applications are not possible, the two parties shall by mutual agreement determine another weekday that school is not in session to be the holiday for which the affected employees will be paid, and the employees affected will be paid straight time pay for work on the holiday indicated in Section 28.02 above.
- 28.06.02 The employee to receive holiday pay must have worked their full shift of the last scheduled workday for his/her classification prior to the holiday and their full shift of the first scheduled workday for his/her classification following the holiday unless these days are paid leave days.
- 28.06.03 Holidays changed by the government shall be adjusted accordingly provided that school is not in session.

ARTICLE 29 - VACATIONS

29.01 Vacations will be taken at a mutually acceptable time, providing that such scheduling does not interfere with the operation of the department concerned as determined by the Employer.

29.02 Fifty-two (52) week employees will earn yearly vacations as follows below except that employees hired during the interim period of a year will be awarded prorated vacations based on the number of months worked.

29.02.01	First (1st) to end of 8 th year	10 days
29.02.02	Ninth (9 th) year	11 days
29.02.03	Tenth (10 th) year	12 days
29.02.04	Eleventh (11 th) year	13 days
29.02.05	Twelfth (12 th) year	14 days
29.02.06	Thirteenth (13 th) year	15 days
29.02.07	Fourteenth (14 th) year	16 days
29.02.08	Fifteenth (15 th) year	17 days
29.02.09	Sixteenth (16 th) year	18 days
29.02.10	Seventeenth (17 th) year	19 days
29.02.11	Eighteenth (18 th) year & beyond	20 days

29.03 In bona fide situations as determined by the Employer, an employee may draw his/her earned vacation up to the amount the employee has earned prior to July 1.

ARTICLE 30 - VACATION PAY

30.01 If an employee resigns and gives ten (10) working days written notice, is laid off or retires, he/she will be paid for unused vacation including that accrued in the current calendar year. Any employee who resigns and who does not give ten (10) working days written notice will forfeit one (1) day vacation day for each day that the resignation is late.

30.02 Rate during vacation - Employees will be paid their current day rate but not over eight (8) hours while on vacation and will receive credit for any benefits provided for in this Agreement.

30.03 An employee going on vacation may request that he/she be paid for the time that will be spent on vacation before leaving on vacation. This request will be in writing and will be submitted at least ten (10) working days in advance of the closest payday to the beginning of the employee's vacation.

ARTICLE 31 - UNION BULLETIN BOARDS

- 31.01 The Union may use bulletin board space provided by the Employer for the Union use in building or unit providing a copy of each posting is sent to the Executive Director for Support Services, at the time of posting.

ARTICLE 32 - HEALTH EXAMINATIONS

- 32.01 Upon initial employment and periodically as required, physical examinations will be completed when specified by current State and Federal laws to confirm the ability of the employee to safely perform the tasks of the position. These include classification of School Bus Driver and classification for which operation of a Hi-Lo (mechanical lifting-moving device) is part of the employee's assigned tasks. These examinations will be administered by facilities specified by the Board and at Board expense.
- 32.02 A health examination may be required of any employee when it appears to the Board of Education, through its representative (Superintendent), that there is reasonable doubt as to the health of an employee. If such examination is given by the School Board Physician, it shall be at the Board's expense. If given by the personal physician of the employee, it shall be at the personal expense of the employee.
- 32.03 In the event the report of the employee's attending or examining physician is challenged by the School Administration, or if the Union challenges the report of a School Board's physician's examination, the following procedure shall be utilized:
- 32.03.01 The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense. If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
- 32.03.02 In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost to the Board and the Union, by an appropriate specialist in the area of controversy at the Ford Hospital or the University of Michigan Hospital in Ann Arbor or a hospital of mutually agreeable designation for final determination in the matter which shall be binding on the parties.

ARTICLE 33 - OVERTIME

- 33.01 Overtime will be paid at the rate of time and a half. Overtime will be paid after eight (8) hours per day or after forty (40) hours per week.
- 33.02 Time and a half will be paid for all hours worked on Saturday, and double time shall be paid for all hours on Sunday and all holidays listed in this contract.
- 33.02.01 Those positions involving the swimming pools, auditorium and Saginaw Valley University programs that do not follow the standard Monday through Friday work week shall be paid time and one half for all hours worked on the sixth day of their scheduled work week. All hours worked on the seventh day of their scheduled workweek shall be paid at double time. All hours worked on any holiday listed in this contract shall be paid at double time.
- 33.03 A minimum of two (2) hours as "emergency call-in" time shall be allowed.
Trips that are not posted "as remain" shall be posted as two (2) four (4) hour "call-ins".
- 33.04 Extra time shall be offered to regular employees when regular employees are available.
- 33.05 Overtime work at employee's option - overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work except when the Superintendent shall declare an emergency. Time refused shall be charged as time worked.
- 33.06 When overtime is scheduled for Saturday or Sunday, employees will be offered that overtime no later than noon (12:00 p.m.) on the Thursday prior to the scheduled overtime. Overtime that is offered after the deadline and is refused will not be chargeable on the overtime reporting sheet.

Transportation Area: Refer to Article 37.08.02.01

Food and Nutrition Services Area: Refer to Article 38.11

- 33.07 Custodians, who voluntarily work on Saturday, overseeing community education and/or community recreation department programs will be compensated at the third step of the custodian pay scale.
The procedure used for these assignments will be as follows. Custodians will be responsible for setup, takedown and emergencies that may arise from the given activity. Should the employer require additional, non-activity oriented, custodial work, the employee will be compensated at their over time rate.

The procedure used for these assignments will be as follows:

1. Bargaining unit members interested in VOLUNTARY Saturday Community Education/Community Recreation Programs work (V.S.C.W.) will submit an in-district application form between June 1 and June 15 for the following fiscal year (July 1 - June 30). No

applications will be accepted before or after this time frame. Applications will be submitted only to the Executive Director for Support Services.

2. Work available will be offered to the building custodians that are on the V.S.C.W. list first.
3. Work not taken by building custodians will be offered on a seniority basis to those other custodians on the V.S.C.W. list.
4. Work not taken by custodians will be offered on a district seniority basis to all bargaining unit members on the V.S.C.W. list.
5. Time worked will be recorded on a separate V.S.C.W. sheet and will not effect the building or district overtime sheets.

ARTICLE 34 - RETIREMENT

34.01 **The retirement program for Support Services employees as passed by the Board of Education on April 30, 1979 is hereby included in this Agreement as follows:**

34.02 To be eligible for benefits under this program, an employee must be entitled to a retirement allowance under the Michigan Public School Employees Retirement System and must have worked for the L'Anse Creuse School District for ten (10) years.

34.03 To be eligible, an Employee must meet the minimum State requirements for retirement.

34.03.01 This retirement program will not be applicable to any employee who retires as a result of physical disability or involuntary retirement prior to attaining the stated age requirement and normal minimal state requirements for retirement purposes.

The district retirement program shall not apply to any employee who retires as a result of physical disability or involuntary retirement prior to attaining the stated minimal state requirements for retirement purposes.

34.03.01.01 By way of example, an employee cannot retire because of alcoholism or other debilitating illnesses if he/she has not met the stated minimum standards:

55 years of age and 15 years of service; OR 60 years of age and 10 years of service; OR 10 years of service immediately preceding retirement in the L'Anse Creuse Public School District. The district retirement program shall not apply to any employee who retires as a result of physical disability or involuntary retirement prior to attaining the stated minimal state requirements for retirement purposes.

34.03.02 Schedule for retirement pay:

Retirement Pay for Unused Sick Leave Days*
Percent of days' wages at an hourly rate (no shift premium)

Yrs. Service With L'Anse Creuse	Unused Sick Leave Days
10 or more	20%
11 or more	25%
12 or more	30%
13 or more	35%
14 or more	40%
15 or more	45%
20 or more	50%

*Retirement pay for unused sick leave days will be based on the number of hours worked per day at the time of retirement exclusive of shift premium. Employees retiring during the fiscal year and not eligible for payment of the unused sick leave days in accordance with Section 22.02 of ARTICLE 22 - SICK LEAVE will be paid at the rate stated in column 2 for those days accumulated in excess of ninety (90) days.

34.03.03 All employees participating in this retirement program agree to indemnity and hold harmless the L'Anse Creuse Public Schools from any amounts claimed to be properly deductible from the monetary amount awarded, such as claims made against the sum for contribution to the Michigan Public School Employees Retirement Board, United States of America, the State of Michigan, and any other person or entity.

ARTICLE 35 - INSURANCE PROTECTION

35.01 The Board shall provide full payment of comprehensive hospitalization insurance, to the employee and his/her immediate family* (for all employees hired before July 1, 1979), children to Age 18 or as per P.A. 275. Coverage per BC/BS Community Blue PPO as Attachment "A". With prescription co-pay of Ten Dollars (\$10.00) / Forty Dollars (\$40.00). Included will be coverage for mammography, pap smears, prostate screening and excludes voluntary abortion. Additional benefits may be purchased, such as 19-25 year old coverage (except for those selecting the offered 1-21601 AA HAP-HMO Attachment "B", with prescription co-pay of Ten Dollars (\$10.00) / Forty Dollars (\$40.00) they will receive dependent coverage at no cost to the employee). The 19-25 year old coverage may be purchased to the extent offered by the carrier on an individual basis by payroll deduction; however, it is agreed the additional costs will be borne by the employee. Said coverage to be continuing throughout periods of employment including

summer months. Termination of such subsidy shall be effective June 30 of the last full year of employment in the L'Anse Creuse Public School District. Voluntary purchases of hospitalization insurance must be for a minimum of twelve (12) months.

* Immediate Family is defined as: Spouse, Dependent Children, Principally supported children and Disabled Dependents as per P.A. 275.

35.01.01 In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time employees who are employed after July 1, 1979 on a pro rata basis as follows:

	District Share of Premium	Employee Share
4 hours but less than 4.8hours	50%	50%
4.8 hours but less than 5.8 hours	65%	35%
5.8 hours but less than 8 hours	75%	25%
8 hours	100%	0%

35.01.02 Changes in hours of six (6) weeks or less will not result in changes in insurance district/employee shares.

35.01.03 In the event the regular eight (8) hour workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

35.02 The Board shall provide without cost to the employees who work four (4) or more hours daily, group life insurance protection in the amount of twenty-five thousand dollars (\$25,000.00) with additional twenty-five thousand dollars (\$25,000.00) accidental death and dismemberment that will be paid to the employee's beneficiary. For those employees who work less than four (4) hours daily, the Board shall provide without cost to the employees, group life insurance protection in the amount of ten thousand dollars (\$10,000.00) with additional ten thousand dollars (\$10,000.00) accidental death and dismemberment that will be paid to the employee's beneficiary. The provisions of the group policy and rules and regulations of the carrier shall govern as to the commencement and duration of benefits and all other aspects of coverage.

35.03 **The Board shall provide income protection insurance without cost to the employee covered under this Agreement in accordance with the following provisions:**

35.03.01 Long-term disability payments in the amount of sixty (60%) percent of salary to a maximum, as stipulated by the insurance carrier, per month shall begin at the end of ninety (90) days of disability and/or illness and continue until age sixty-five (65) at no cost to the employee in the event of permanent disability.

35.03.02 An employee receiving Long Term Disability benefits will be covered with health care for one year at the expense of the district from the time the employee is placed on Long Term Disability.

35.03.03 Insurance company to be selected by the Board.

35.04 The Board shall provide optical insurance equivalent to or better than MESSA VSP-2 to all eligible employees under this Agreement and his/her immediate family. (Family as defined In 35.01) Voluntary purchase of optical insurance must be for a minimum of (12) twelve months.

35.04.01 In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time employees who are employed after July 1, 1979 on a pro rata basis as follows:

	District Share of Premium	Employee Share
4 hours but less than 4.8hours	50%	50%
4.8 hours but less than 5.8 hours	65%	35%
5.8 hours but less than 8 hours	75%	25%
8 hours	100%	0%

35.04.02 Changes in hours of six (6) weeks or less will not result in changes in insurance district/employee shares.

35.04.03 In the event the regular eight (8) hour workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

35.05 The Board shall provide comprehensive dental protection to all eligible employees and his/her immediate family (family as defined in 35.01) as shown in Attachment "C" or equivalent or better. Voluntary purchases of dental insurance must be for a minimum of (12) twelve months.

35.05.01 In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time employees who are employed after July 1, 1979 on a pro rata basis as follows:

	District Share of Premium	Employee Share
4 hours but less than 4.8hours	50%	50%
4.8 hours but less than 5.8 hours	65%	35%
5.8 hours but less than 8 hours	75%	25%
8 hours	100%	0%

35.05.02 Changes in hours of six (6) weeks or less will not result in changes in insurance district/employee shares.

35.05.03 In the event the regular eight (8) hour workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

35.06 Representatives of the Board of Education and Local Union 1594 will in good faith, upon the request of either party, analyze existing insurance carriers and programs from a cost/benefit analysis profile to insure the negotiated benefits and costs are not detrimental to the parties. If deemed appropriate, the two parties may change carrier by mutual agreement. This mutual consultation will apply to the following insurance programs: Health, dental, and optical.

35.07 Employees eligible for full medical benefits who elect to forfeit these benefits shall receive a one hundred dollar (\$100.00) per month stipend provided that the employee is not the spouse or dependent of any other employee receiving district paid health insurance coverage as well as dental and optical coverage. Should the number of unit members eligible for full medical benefits as defined above, reach ten (10) members, the stipend amount would increase to two hundred fifty dollars (\$250.00) per month. This will be determined each year immediately following the open enrollment period. Employees eligible for less than full medical benefits who forfeit these benefits shall receive a prorated amount of the aforementioned stipend. In the event of an unforeseen condition, such as the death of a spouse, the employer shall enroll the employee in the insurance program within thirty (30) days of notification. In the event that the school districts insurance premium rates are not experienced rated, the above stipend shall be reinstated for all eligible employees. The cash in lieu monthly stipend will be prorated based on the employee's work hours. The following proration will be used.

4 but less than 4.8 hours	50% stipend
4.8 but less than 5.8 hours	65% stipend
5.8 but less than 8 hours	75% stipend
8 hours	100 % stipend

ARTICLE 36 - 52 WEEK EMPLOYEES

36.01 Definition: 52-week employees will be taken to mean all employees in the following departments and classifications:

- 36.01.01 Custodian
- 36.01.02 Custodian / Pool Technician
- 36.01.03 Head Custodian
- 36.01.04 Maintenance
- 36.01.05 Maintenance HVAC/R 1
- 36.01.06 Maintenance HVAC/R 2
- 36.01.07 Painter / Glazer
- 36.01.08 Head Painter / Glazer
- 36.01.09 Groundskeeper Helper
- 36.01.10 Groundskeeper Helper / Maintenance Helper

- 36.01.11 Groundskeeper / Maintenance
- 36.01.12 Groundskeeper
- 36.01.13 Groundskeeper Mechanic
- 36.01.14 Transportation Mechanic's Helper
- 36.01.15 Transportation Mechanic
- 36.01.16 Transportation Master Mechanic Auto / Light Truck
- 36.01.17 Transportation Master Mechanic Heavy Duty Truck
- 36.01.18 Transportation Master Mechanic Auto / Light Truck-Heavy Duty Truck
- 36.01.19 Utility Driver
- 36.01.20 Utility / Mail Driver
- 36.01.21 Utility / Warehouseperson
- 36.01.22 Warehouseman Driver
- 36.01.23 Warehouseman
- 36.01.24 Food and Nutrition Services / Senior Citizen's Program

- 36.02 Overtime will be equalized as evenly as possible among those in a given department, classification, and work location.

- 36.03 The maximum number of overtime hours within a classification will be assigned to a new employee within that classification.

- 36.04 All overtime refused will be chargeable for the purposes of equalization of overtime hours within a building and department.

- 36.05 The Employer will maintain, on a biweekly basis, a list of current extra time and overtime worked and extra time and overtime charged. One (1) copy of the extra time/overtime report will be furnished to each work location and one (1) copy will be furnished to both the Local Union President and Area Steward.

- 36.06 Realizing that it is to the mutual benefit of the School District and the employees to have well trained personnel, the School District will establish a minimum of two (2) training programs for new and experienced custodial personnel.

- 36.07 Each building principal shall plan a work schedule for the custodians of his/her building, and he/she shall post the same at the beginning of the school year on a bulletin board available to the custodians within that building.

- 36.07.01 These work schedules will be used as a basis for analyzation in preparation of a building and district-wide workload schedule subject to the grievance procedure.

- 36.08 The Employer will provide Mechanics three hundred and seventy-five dollars (\$375.00) per year as tool allowance and will provide Mechanic Helpers three hundred and twenty-five dollars (\$325.00) per year as tool allowance providing employees submit to the Employer proof of purchase and an annual inventory of tools. Tool allowance will be paid within fifteen (15) working days of the submission of the proofs of purchase.

- 36.09 Employees will be entitled to one (1) fifteen (15) minute paid break during the first half of the employee's workday, and one (1) fifteen (15) minute paid break during the second half of the employee's scheduled workday. The times for the breaks will be included in the employee's work schedule.
- 36.10 Employees will be entitled to a one-half (1/2) hour unpaid lunch period. The time for lunch will be included on the work schedule.
- 36.11 Custodial painting will be limited to eighty (80) hours per man per year in his/her assigned building. Custodians performing such painting will be paid an additional twenty cents (\$.20) per hour while engaged in painting.
- 36.12 The regularly scheduled work week for the following employees, defined in Sections 36.01 thru 36.01.24, will consist of five (5) consecutive days, eight (8) consecutive hours, with a thirty (30) minute non-paid lunch break, for a total of a forty (40) hour work week, for fifty-two (52) weeks per year.
- 36.13 Mechanics Certification Program - Certification is the Michigan Department of State Bureau of Automotive Regulation, Certificates in the following areas:
- Automobile and light truck (vehicles under 10,000 lbs. G.V.W.)
1. Engine Repair
 2. Engine Tune Up/Performance
 3. Front End, Suspension & Steering Systems
 4. Brakes & Braking Systems
 5. Automatic Transmission
 6. Manual Transmission
 7. Electrical Systems
 8. Heating & Air Conditioning
- Heavy Duty Truck (vehicles over 10,000 lbs. G.V.W.)
1. Engine Repair - Gasoline
 2. Engine Repair - Diesel
 3. Drive Train
 4. Brakes & Braking Systems
 5. Suspension & Steering Systems
 6. Electrical Systems
- 36.13.01 Mechanics who are certified in all eight (8) Automobile/Light Truck areas are Master Automobile/Light Truck Mechanics and will be paid according to the Master Automobile/Light Truck Mechanic pay schedule.
- 36.13.02 Mechanics who are certified in all six (6) Heavy Duty Truck areas are Master Heavy Duty Truck Mechanics and will be paid according to the Master Heavy Duty Truck Mechanic pay schedule.
- 36.13.03 Mechanics who are certified Master Mechanics in both areas, Automobile/Light Truck and Heavy Duty Truck areas will be paid according

to the Master Mechanic Auto/Light Truck/Heavy Duty Truck Mechanic pay schedule.

36.13.04 All mechanics will be required to possess certification in Heavy Duty Truck Engine Repair - Diesel and Brakes & Braking Systems. Current mechanical staff hired prior to July 1, 1990 will not have to meet these requirements.

36.14 Building maintenance personnel who possess an issued "State of Michigan" or "Issuing Community" journeyman card in one of the five listed areas will be compensated an additional one dollar (\$1.00) per hour or Contractors License in one of the five listed areas will be compensated an additional two dollars (\$2.00) per hour.

Journeyman Cards/Contractors License Accepted:

1. Electrician
2. Plumbing
3. Carpentry
4. Unlimited Refrigeration
5. Low Pressure Boiler Operator

36.14.01 Upon approval of the Executive Director for Support Services, maintenance personnel who possess a current BACKFLOW PREVENTION TESTING CERTIFICATE will be compensated an additional fifteen cents (\$.15) per hour.

36.15 Groundskeeper personnel who possess all issued commercial pesticide applicator certifications except swimming pool certification (as listed below) will be compensated an additional fifteen cents (\$.15) per hour. Custodian/Pool Technician possessing the applicator core manual and swimming pool certifications will be compensated an additional fifteen cents (\$.15) per hour.

Certifications:

1. Applicator Core Manual
2. Ornamental Pest Management
3. Turf Grass Pest Management
4. Swimming Pool Certification
5. Any others that are needed

36.15.01 The Utility/Mail Driver will receive an additional four cents (\$.04) per hour added to the 2002/2003 pay scale in consideration for being assigned to perform grounds work during down time.

36.16 Bargaining unit members filling the Groundskeeper/Maintenance position will work within the grounds area from May 1 to October 31 and within the maintenance area from November 1 to April 30.

36.17 The Custodian/Pool Technician and Maintenance employees assigned to buildings with a pool will be compensated an additional seventy-five cents (\$.75) per hour for the CPO certification.

ARTICLE 37 - TRANSPORTATION AREA

- 37.01 Any bus run or combination of assigned runs to one (1) driver requiring less than one (1) hour's time shall result in the driver being paid for one (1) hour's work.

- 37.02 In the event that regularly assigned runs are separated by a layover time of less than one (1) hour, this layover time shall be included with the time required to make the runs for pay purposes. Such layover time shall be used for checking bus for needed service and routine driver checks, such as: oil, water, battery, power steering, tires, refueling, etc., daily bus floor sweeping or any other duties assigned by the Assistant Dispatcher or Transportation Supervisor.

- 37.03 If it can be demonstrated without additional cost or the hiring of additional employees, that solid block scheduling of time is possible for periods of six (6) to eight (8) hours per day, said schedules will be developed and implemented.

- 37.04 Bus runs, including activity runs, shall be grouped together whenever practical to give a driver up to an eight (8) hour workday. Each driver employed at the time of this contract ratification, March 19, 2007, shall be guaranteed a minimum of five (5) hours per day. Transportation drivers hired after the ratification date will be guaranteed a minimum of four (4) hours per day.

37.04.01 **ASSIGNED/UNASSIGNED DRIVERS:**

DEFINITION: An Assigned Driver is a driver who has a selected regular daily run but who may have unassigned time on that run.

DEFINITION: Unassigned Drivers are those drivers who do not have a daily regular assigned run, but report daily at a regular time and are assigned runs or special duties.

Both Assigned and Unassigned Drivers who are regular employees at the time of the contract ratification (March 19, 2007) will be guaranteed a minimum of five (5) hours per day. Assigned and Unassigned Drivers hired after the contract ratification will be guaranteed a minimum of four (4) hours per day.

An amount of time, not to exceed 1.5 hours per day, will be designated as an extension and/or addition to a drivers regular report time and will be scheduled in the drivers work day, not to exceed eight (8) hours.

The number of runs with the extended, "Need to Use", 1.5 hour day will not exceed the amount of unassigned drivers as defined above.

“Need to Use” time, when worked, will be for the express purpose of filling regular assignments. This time may not be refused or charged as extra time.

Per Article 37.07 time worked or offered prior to punch-in or punch-out of “Need to Use” designated time will be chargeable.

All times will be designated at the beginning of the school year and may only be adjusted before the bump or a Special Conference by mutual agreement.

Changes in the “Need to Use” time in excess of thirty minutes will result in that position being available for bump or being posted.

Drivers assigned to the “Need to Use” program will be compensated two hundred and twenty-five (\$225.00) per year, payable the first full pay period following the last pay period of the school year. It is understood the payment may be pro-rated based upon the length of assignment.

Unassigned Drivers “Need to Use” time will not be considered when building routes in accordance with Article 37.04.

37.05 A new driver employee starts employment with top extra hours accrual in the Transportation Department.

37.05.01 Employees returning from leaves of absence or prolonged absence over two (2) weeks or ten (10) workdays will return to work with the average extra hour accrual of the total hours available for extra time computation during the employee's absence. Such will be added to the employee's extra time/overtime accrual.

EXAMPLE OF AVERAGE IN TIME:

Total charged and earned time hours for the length of time employee was off, will be divided by the number of working employees, the result will be added to the returning employees hours on the day they return to work.

37.06 **BUS RUNS – SENIORITY:**

37.06.01 First scheduled bus runs of the school year shall be chosen by drivers on a seniority basis (i.e., senior drivers to make first choice of runs). The run selection process will be monitored and recorded by a union representative. The district will compensate one union representative not to exceed eight (8) hours per day for monitoring these procedures. The union representative will be given release time from their driving duties unless no substitute is available to complete needed service.

Drivers will be limited in time during the original bid and the limited bump, to fifteen (15) minutes to select their run from the time they are notified verbally and have access to route information material that it is their turn by the Union Representative, until they must complete their selection. Drivers who do not complete their selection in time will be required to wait to make their selection until after the next person in seniority has made their

selection or exceeded their time limit. Run information will be available one (1) day prior to the beginning of route selection.

Drivers currently on leave for run selection must have medical documentation that specifically states their return will be within twenty working days of the run selection day.

- 37.06.02 On the Monday following Fourth Friday after Labor Day, a Special Conference will be scheduled for the purpose of establishing a limited bumping procedure and a list of drivers who will be eligible to participate. The limited bump will take place on the Tuesday, Wednesday and/or Thursday following, and assignment changes will be made on the first working day of the week following the bump. Only drivers who fall within the following criterion will be allowed to participate:

During the Bus Driver bump procedure, Bus Drivers will not be eligible to select a run that would give them additional time that they could have selected during the original bid process unless they are bumped from the original run.

Drivers will be allowed to select any run that was not available to them at the original bid process.

Drivers who can increase or decrease their hours by .3 of an hour or more.

Drivers who have a start/end time adjustment of one (1) hour or more.

Drivers who are subsequently bumped from their run.

A driver may not transfer to a run of equal hours unless his/her route has been altered, (excluding noon runs, which would result in a change in his/her originally assigned building).

All 5.8 and 5.9 hours runs will become 6.0 hours for purposes of insurance coverage only. Drivers will be paid for actual time worked.

All 7.8 and 7.9 hours runs will become 8 hours for purposes of insurance coverage only. Drivers will be paid for actual time worked.

Unassigned drivers will not be affected by this for purposes of transferring from unassigned to a regular run.

If the total number of runs have been increased and then it is understood that the newly created runs only would be available to members upon a seniority basis.

A driver may transfer to a run of equal hours if the run was not available to them at original run selection.

A driver must take the highest hours available to them at original run selection if they are going to choose equal hours at bump.

Drivers currently on leave from run selection must have medical documentation that specifically states their return will be within twenty working days of the bump day.

DEFINITION: Noon runs are any time after the morning segment, up until the P.M. segments.

37.06.02.01 For the purpose of this agreement we are considering four (4) groups of drivers:

- a) Eight (8) hr. activity run drivers
- b) Eight (8) hr. drivers that have three (3) punch-in times
- c) Eight (8) hr. drivers that have two (2) punch-in times
- d) Drivers with less than eight (8) hr. runs

When a newly created/increased or vacant eight (8) hr. run becomes available prior to the 5th week bump, the run will not be posted. At the time of the 5th week bump, all drivers will be eligible to bump to this run by seniority. Vacancies created as a result of movement in accordance with the preceding paragraph will be available to those drivers who:

- 1. Currently have an activity or three (3) punch-in run,
- 2. Had no two (2) punch-in run available at the beginning of the year route selection.

As a result of a driver in either of these two groups moving, only one more bump will be allowed. By way of example:

If a Group C driver selects the run the resulting vacancy will be available to either a Group A or B driver. The subsequent vacancy will be available to the group not previously involved in the prior selection. Further vacancies will go to Group D.

No bumping may take place within groups.

It is expressly understood that under any of the conditions identified above there shall be no more than three (3) bumps. This agreement is not to diminish any other contractual agreements.

37.06.02.02 On any day, any driver scheduled to select that has not left selections with two (2) witnessing signatures, per Article 37.06.02.03, or is unavailable and unreachable without notification, will keep the run they had if it is still available or will be assigned the remaining run with the largest number of hours and the lowest bus number.

37.06.02.03 Those drivers who wish to make their selections in writing will have two (2) witnessing signatures.

37.06.03 Any subsequent increase of fifteen (15) minutes or more for at least a period of four (4) weeks shall be offered to available drivers on a seniority basis. The revised run will be posted.

37.06.03.01 The School District shall not unilaterally change the start/end times of a bus driver's route following the fifth (5th) week bump without the agreement of the affected driver (pursuant to the decision in American Arbitration Association Case No. 54 390 00794 98.)

It is mutually agreed between School District and the Union that in accordance to our contract, management will build toward eight-hour runs and highest hours whenever efficient and practical, prior to the fifth week bump.

The School District shall provide the Union President and/or Transportation Steward with a listing of the projected routes at the beginning of the year as well as changes that may be made during the year. The Union may offer suggestions with supporting rationale for changes and/or modifications. The School District may adopt changes suggested by the Union, as long as suggestions provide the most efficient use of drivers and buses.

In the event after fifth week bump additional runs need to be added to existing runs the School District will go by seniority, building toward eight hours and where runs best fit. If runs do not fit on the originally created runs, excluding unassigned time, management may change the unassigned portion of a run. This is to be done with driver's permission.

The parties recognize that unanticipated needs for student transportation may require changes in unassigned segments of a bus driver's schedule.

(Definition of efficient to the Transportation Department: avoiding unassigned and layover time.)

37.06.04 Any subsequent decreases of fifteen (15) minutes or more will be taken from an available run of driver with lowest seniority. The revised run will be posted.

37.06.05 In the event that a run is decreased in time by one (1) hour or more, a modified re-selection of runs will take place by seniority, beginning with the most senior driver immediately affected by the decrease in time. This run selection process will take place within five (5) working days, but not more than ten (10) working days prior to the effective date of the decrease in a bus run and will be in lieu of normal posting procedure. Sections 37.06.02.01 and 37.06.02.02 will apply if necessary. Changes will be effective two (2) working days after the completion of the re-selection process.

The implementation of this procedure will be limited to two (2) occurrences in one (1) school year. If there are any additional occurrences, representatives of both the Local and the Administration will meet in Special Conference to resolve the problem.

37.07 Extra time will be selected on the basis of low extra time hourly accrual, seniority, and will be distributed so that all drivers will receive approximately the same amount of extra time for each recording season. To that end

extra time records will be audited daily and the accumulated extra time will be carried forward and posted daily.

- 37.07.01 Prior to the end of the school year, the drivers will sign a sheet indicating their desire to be called for work during the summer season. Those drivers not signing will not be eligible for extra work during the summer season. The first five (5) days of the school year is a window period and reserved for non-chargeable adjustment time to bus runs.

EXAMPLE: Each new recording season will begin by seniority with zero hours.

School season trips will begin with the first day of school, and end on the second Tuesday after school is out. The last scheduled school year posting shall include trips up through the second Tuesday.

Summer season trips will begin with the second Wednesday after school is out, and end on the last day before school starts.

The first school year posting will always be done on day of in-service, regardless of article 37.08.01 which specifies Tuesday and Thursday. This posting will cover trips for the first day of school, and include all trips until the next scheduled series will be posted.

The trip season will be reviewed annually prior to the end of the school year and adjusted if deemed necessary, by mutual agreement of the union representative and the transportation supervisor.

- 37.07.01.01 Any extra trips that begin and end in one of the following time slots during a regular full school day will be offered by low extra time only to drivers who do not have a regular assignment during the time slot. The time slots will be reviewed annually prior to the beginning of the school year and adjusted by mutual agreement of the Union Representative and the Transportation Supervisor.

7:00 a.m. – 9:00 a.m. 2:12 p.m. – 4:12 p.m.

- 37.07.02 Extra time refused shall be charged as time worked. Employee refusal of extra time is non-reversible. All time over the regular run will be charged as extra time. All time over eight (8) hours per day will be charged as extra time at the overtime rate.

Example: One hour worked over eight hours at time and one half, will be charged at 1.5 hours. One hour worked at the double time rate will be charged at 2.0 hours.

One (1) copy of the extra time report will be furnished to the Local Union President and to the Steward and Chief Steward on a biweekly basis.

- 37.07.02.01 The established driver daily hourly run will be the basis for computing extra time. On abbreviated days the standard driver day shall remain the basis for purposes of adding extra time. Special trips, however, shall apply toward extra time regardless of the length of a given day.

37.08 TRIP SELECTION PROCESS:

37.08.01 All trips will be processed through proper channels with the eligible driver or drivers to be identified by the Dispatcher, listed by current extra hours and seniority. Trips will be posted at least five (5) working days in advance of the trips. Trips will be posted on Tuesday and Thursday of each week, before 9:30 a.m. of the day of the posting and will remain posted until all trips are selected or 7:00 a.m. of the last working day before the earliest trip listed. Drivers will be responsible to indicate YES, NO, or NOT AVAILABLE by the end of the first day, whether they will take a trip. Drivers will leave a list of selected trips in order of their desire. Drivers who have signed yes but have not selected a trip by the end of the posting will be bypassed and charged accordingly. Trips will be awarded to next available drivers who have signed for them and selected. Trip selection will begin as soon as possible with drivers that are eligible signing the trip sheet and indicating the trip number on the posting. (Refer to Article 37.07.01)

37.08.02 An extra trip will be understood as an extra time trip. In the event that a trip is to be planned which cannot be processed in accordance with the provisions outlined in 37.08.01, that trip will be approved by the Superintendent or his designate and time refused will not be charged.

37.08.02.01 The most current daily extra time will be used for Saturday and Sunday trips that are not posted in accordance with the trip sheet.

37.08.03 Drivers that are absent on the day of the postings will be designated as OFF by the Dispatcher for the period of that posting and the driver will not be charged or have a selection opportunity for that posting.

37.08.03.01 On the second and subsequent days of trip selection, if it is time for you to select a trip, and you are off for that portion of the day, you will be marked off and by passed. You will not be charged if you did not get to select a trip.

Employees who pre-select a trip, and then refuse to do the trip assignment will be charged the highest number of hours available to them from that posted trip selection sheet.

Drivers who pre-select extra time and then absent themselves for three tenths (.3) of an hour or more of that work day, thereby not performing the extra time, shall be charged that amount of extra time as if they had worked the whole day and took the selected assignment. (Except for workman's compensation, jury duty and funeral leave of the immediate family per Article 25.01).

37.09 Buses are to be driven only by qualified drivers hired by the administration for the purpose of driving or maintaining buses; provided that in the time of impending disaster or similar emergency conditions, the administration shall reserve the right to assign such drivers to such vehicles as it deems to be in the best interests and safety of the student body.

- 37.10 Trips that start before 9 a.m. shall be assigned at least one (1) working day in advance.
- 37.11 To receive extra time, a transportation employee must be working the full scheduled day of the extra time assignment.
- 37.12 TRAINING:
- 37.12.01 In-District School Bus Driver training, which requires actual driving, will be done by Bargaining Unit members and the programs will be administered by the Transportation Supervisor who will be solely responsible for the content and instruction. Selection of Training Personnel will be at the Discretion of the Employer.
- 37.12.02 The Board agrees to pay at the regular rate of pay for all training hours required for bus drivers by the State beyond the initial twelve (12) hours required by the State.
- 37.13 All physical examinations required by the school district for bus drivers shall be paid for by the Employer.
- 37.13.01 All physical examinations required by the State of Michigan or the School District for bus drivers shall be taken in the months of July or August, and prior to route selections. Any drivers working (regular schedule in the months of July and August) shall be released with pay one (1) hour (not to go into overtime) to take their physical. It is expressly understood that all persons employed for the purposes of driving a school bus shall submit to a drug testing procedure during pre-employment physical and during random drug testing throughout the school year pursuant to State and Federal Laws and/or regulations. If the drug test proves positive refer to Article 39.16.
- 37.14 Drivers shall have the right to refuse to drive any vehicle that is not in safe operating condition. The driver shall not suffer loss of pay or be reprimanded for refusal to drive such a vehicle when evidence of such unsafe operating condition is witnessed and attested to by the Head Mechanic.
- 37.14.01 If a bus run is reported by the driver (in writing) to be unsafe, due to student conduct, assistance shall be provided to the driver for the duration that the problem exists. This shall apply to all routes, including Special Education.
- 37.14.02 A transportation employee will be appointed to the District Transportation Study Committee for full input, including student discipline procedures.
- 37.15 SUMMER SCHOOL DRIVERS:
- 37.15.01 Summer school drivers will be assigned by seniority.

37.15.02 Summer trips, exclusive of summer school trips, will be selected by low extra hours and seniority. The Board's designee will make telephone calls to drivers beginning at 7:00 a.m., at their designated phone number only. No personal contact with drivers will be allowed except for those drivers currently working the summer school, bus cleaning and the Union Representative monitoring the calls. One (1) call will be made per driver and there will not be any messages left for return calls. The Steward or a representative will monitor the calls and record the time and date. Both the Board's designee and the Union Representative will initial each recorded entry. Trips that are known by Tuesday will be called on Tuesday for Wednesday through the following Tuesday. Other trips will be called as soon as possible. Drivers are limited to one (1) trip per calling period, Wednesday through the following Tuesday. It should be noted in the foregoing that when the list has been gone through and has to be gone through a second time in order to fill the runs, that one person may get two trips.

Driver working a posted summer school or other run during the summer months:

The driver cannot select a trip or extra time that interferes with their scheduled work time. Drivers that are working can be asked for trips via radio or in person for their non-scheduled workday.

37.15.02.01 In the month of May a separate sign up sheet for bus cleaning only during the summer months will be posted.

Only those signing up for summer bus cleaning will be called.

Trips and runs are to be covered as first priority with bus cleaning covered as the second priority.

Bus cleaning time is non-chargeable, but a separate extra-time sheet for the purposes of rotation will be utilized beginning with seniority. Time will be offered in one-week increments. Time refused and/or worked will be kept on cleaning extra-time sheet only.

37.15.03 Trips for summer school will be selected by low extra hours and seniority among those drivers working the summer school schedule if the driver is available.

37.16 COMMERCIAL DRIVER LICENSE (CDL) shall be paid for by the employer.

37.17 Custodians and Food and Nutrition Services Employees shall drive buses only if regular and/or substitute Bus Drivers are not available and willing to drive.

37.17.01 Only Custodians and Food and Nutrition Services Employees who are licensed, trained, and qualified will be used as substitute bus drivers.

37.17.02 In any case the use of Custodians and Food and Nutrition Services Employees as Bus Drivers will be at the discretion of the administration.

37.18 If parent/teacher conference days are scheduled for in-service training for Bus Drivers, they will be paid for the scheduled call-in time unless there are two (2) days notice given of cancellation of the in-service training. Any notices of the in-service meeting or cancellation of the same will be signed and posted by the Transportation Supervisor.

37.19 If after a student has been written up for improper behavior on the bus for a minimum of three (3) times, a driver feels that the student's behavior has not sufficiently improved to cease to be a disruption on the bus and therefore a safety hazard; the driver will have the right to request and be granted a meeting with the building administrator and the student's parents to discuss the student's behavior.

37.20 **STABILIZATION:**

DEFINITION: Stabilization is the procedure of assigning the same driver to Preschool, Special Education, and Kindergarten runs when the regular driver is absent.

Stabilization will not exceed two (2) weeks (ten working days) but the daily ten (10) day assignment can exceed eight (8) hours per day. Where runs are different in the A.M. and P.M. routes, the runs may be stabilized by splitting the A.M. and P.M. routes according to low extra time accrual and availability.

37.20.01 Stabilization for: Preschool, Kindergarten, and Special Education transportation designated students.

Stabilization shall be met by seniority and low extra hours by daily extra time for ten (10) consecutive workdays. At the end of ten (10) consecutive workdays, it shall be offered to the next available driver by seniority and low extra hours.

ARTICLE 38 - FOOD AND NUTRITION SERVICES AREA

38.01 Regular hours - the regular hours of work each day shall be consecutive.

38.02 Work week - the work week shall consist of those days Monday through Friday inclusive, when school is in session, and children are in attendance at serving time at the building served. If working for other than student programs, work schedule will correspond to the needs of that program.

38.03 The number of employees per kitchen will be determined by the type and amount of food prepared and served.

38.03.01 Each secondary school with a school lunch program will have one (1) Secondary Kitchen Manager or one (1) Production Kitchen Manager. The number of additional personnel will be determined by need.

- 38.03.02 Each elementary school with a school lunch program will have one (1) person in charge which will be the Elementary Kitchen Manager. The number of additional personnel will be determined by need.
- 38.04 The number of hours an employee works each day will be based on the need and volume of student participation or a minimum of two (2) hours per day.
- 38.05 No substitute Food and Nutrition Services employee within a building or its satellite kitchen shall work more hours per day than the lowest (in hours worked) Food and Nutrition Services employee in the building unless regular employees refuse to accept the time.
- 38.05.01 In the case of secondary school kitchen workers, all workers need not be replaced by substitutes according to this provision. When other kitchen workers assume the time of an absent kitchen employee such time shall NOT exceed the scheduled time of the absent employee or result in overtime.
- 38.06 All Food and Nutrition Services employees work schedules for those who work six (6) or more hours per day will provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period will be scheduled in the middle of the work schedule for each one-half (1/2) shift whenever possible.
- 38.06.01 Other Food and Nutrition Services employees work schedules (those who work four (4), five (5), and six (6) hours per day) shall provide for one (1) ten (10) minute rest period during their scheduled working time. The rest period shall be scheduled in the middle of their working times whenever this is feasible.
- 38.07 Each employee who works five (5) or more hours per day shall be entitled to a one-half (1/2) hour unpaid lunch period, which is included in their workday. The lunch periods shall not be scheduled while student lunches are being served.

38.08 **RE-POSTING OF FOOD AND NUTRITION SERVICES POSITIONS**

If the average regularly scheduled daily time required is increased by four tenths (.4) of an hour or more for thirty (30) days, the positions will be reposted within five (5) working days. If the move is within the same classification with only an increase in hours, the move will be deemed a transfer and seniority will be the determining factor.

- 38.09 A new employee in the Food and Nutrition Services area will start with top extra time and overtime hours.
- 38.10 The Employer will maintain, on a biweekly basis, a list of current extra time and overtime worked and extra time and overtime charged. One (1) copy of

the extra time/overtime report will be furnished to each work location and one (1) copy will be furnished to both the Local Union President and area Steward.

- 38.11 Extra time for Food and Nutrition Services personnel will be equalized as evenly as possible among those working within that building and in the representative area as defined in Article 6.
- 38.11.01 In the secondary and satellite kitchens the next person in classification will replace the higher person who is absent and everyone else will move up accordingly unless the employee declines the assignment. In the event there is more than one person in a specific classification, the lowest extra time employee shall be offered the assignment. Declining the assignment will result in charged time being added to that employee's kitchen and district extra time sheets.
- 38.12 All scheduled extra time and overtime refused will be charged for the purpose of equalization of extra time and overtime hours within a building and area. All extra time and/or overtime worked will be reported on time sheets.
- 38.13 During Parent/Teacher Conference days and Early Dismissal Days, all Food and Nutrition Services employees shall be assigned duties, if attendance is required within the school system, as directed by the employer.
- 38.14 Any Food and Nutrition Services employee who has completed sixty (60) days probationary period may make application to attend conferences and workshops related to his/her job assignment for not more than three (3) days per year. Permission to attend shall be dependent upon recommendation by the Supervisor and approval by the Director for Personnel. Expenses (lodging, food, mileage) for such conferences and workshops shall be paid by the Employer, and the employee shall not suffer loss of pay because of such attendance.
- 38.15 A suitable on-the-job training program shall be annually conducted by the Food and Nutrition Services Supervisor or his/her delegated representative for Food and Nutrition Services personnel to acquaint them with the Lunch Program, teach them basic jobs, and the use of all kitchen equipment.
- 38.16 Food and Nutrition Service Employees shall be guaranteed two and three tenths (2.3) hours minimum time for evening work.
- 38.17 The Food and Nutrition Services Supervisor will meet from time to time with Food and Nutrition Services employees to review the Food and Nutrition Services Program.
- 38.18 Two (2) days notice will be given by the Food and Nutrition Services Supervisor for all in-service meetings.

38.19 SUMMER SCHOOL FOOD AND NUTRITION SERVICES EMPLOYEES:

38.19.01 When Food and Nutrition Services employees are needed for more than one (1) week, they shall be selected on the basis of district-wide seniority from the list of employees who have applied for summer work pursuant to submitting an in-district application to the Food and Nutrition Services Supervisor during the month of May of the then current school year. This article shall be applied consistent with the requirements of article 38.11.01 above.

38.19.02 When Food and Nutrition Services employees are needed for less than one (1) week, they shall be the Senior Food and Nutrition Services employees in the building being utilized, that have requested summer work.

38.20 Each year, an in-service will be scheduled for a workday within two (2) calendar weeks prior to the first (1st) day of the first (1st) semester of the new school year.

In the event that a Food and Nutrition Services employee's assignment is reduced by three tenths (.3) of an hour or more, the employee shall be allowed to exercise his/her seniority to bump within his/her classification or any lesser classification.

Displaced employees shall be afforded the same procedure as identified above.

38.21 Current Food and Nutrition Services employees receiving the fifteen cent (\$.15) per hour ASFSA certification will continue to receive this stipend. New Food and Nutrition employees are no longer eligible for this stipend.

38.21.01 Food and Nutrition Services employees who acquire and maintain certification in the School of Nutrition Association of Michigan (SNAM) and/or the School Nutrition Association at the school food service level will receive an additional fifteen cents (\$.15) per hour. It is the employees' responsibility to obtain the necessary Continuing Education Units (CEU) to maintain certification and provide documentation on an annual basis. Membership and course fees will be reimbursed if the employee provides documentation of successful completion of all applicable course work.

38.21.02 Elementary, Secondary and Production Kitchen Managers must complete coursework and maintain certification in ServSafe, the Macomb County approved food safety and sanitation course. It is the manager's responsibility to maintain this certification and provide annual documentation to the Food and Nutrition office.

38.22 Food and Nutrition Services employees who are selected to fill temporary fifty-two (52) week positions shall receive full fifty-two (52) week employee benefits per Article 29.

Full fifty-two (52) week positions shall be filled according to the contract, and will be open for bidding according to the appropriate bumping procedure outlined in the master agreement.

38.23 Within sixty calendar (60) days of placement, Food and Nutrition Service managers must successfully complete SAFE-SERV Managers Sanitation Safety Certification course. Course fees will be reimbursed after successful completion of this coursework. Upon successful completion of the coursework, the manager will receive an additional twenty cents (.20) per hour (See 38.21.01).

38.24 **Definition:** The term BANQUET or CATERING or SPECIAL EVENTS is work done outside of the employee's normal scheduled workday. The pay rates will be adjusted by the annual percentage increase agreed to for the duration of this contract.

THE BANQUET LEADER RATE In functions where three or more employees are needed, a "LEADER" is required. This leader will be the most senior, highest classification employee on the team. All time worked on functions will be paid at "time and one-half", regardless of the time worked on the function. This would include Sunday functions. See Food and Nutrition Services salary schedule for Banquet Leader rate of pay.

THE BANQUET WORKER RATE Is the rate paid to all workers working a function that requires one to two persons OR in functions that require a "LEADER", then this rate applies to all working under that assigned "LEADER". All function time worked will be paid at "time and one-half", regardless of the time worked on the function. This would include Sunday functions. See Food and Nutrition Services salary schedule for Banquet Worker rate of pay.

ARTICLE 39 - GENERAL

39.01 LONGEVITY:

39.01.01 Effective July 1, 2000, longevity payments for years of service within the L'Anse Creuse Public School District will be earned according to the following table:

1.	1 st day of 6 th year through last day of 10 th year	\$0.30/hr
2.	1 st day of the 11 th year through the last day of the 15 th year	\$0.38/hr
3.	1 st day of the 16 th year through the last day of the 20 th year	\$0.46/hr
4.	1 st day of the 21 st year and thereafter	\$0.54/hr

39.01.02 The Board shall pay to the employee earned longevity at the employee's termination of employment or to the employee's beneficiary at death.

39.01.03 Longevity payments shall be paid in the first pay of the next fiscal year. Any necessary adjustment will be included in the employee's next paycheck.

39.02 If schools are closed, by the Superintendent, due to an Act of God, Transportation and Food and Nutrition Services personnel shall not report

to work. Transportation and Food and Nutrition Services personnel shall not receive any compensation for work missed for school closure due to an Act of God. In the event that Transportation or Food and Nutrition Services personnel are not notified of school closure and report to work they shall be compensated for two (2) hours pay. However, it is expressly understood that the employer may require the employees to perform bargaining unit work during the two (2) hour period of time.

39.02.01 Fifty-two (52) week employees shall report to their normal workstations and will be assigned duties as determined by the Executive Director for Support Services. Fifty-two (52) week employees shall receive one (1) additional paid vacation day. Fifty-two (52) week employees who fail to report to work on Act of God days, shall be required to utilize a vacation day, a leave day, or take an unpaid day. Fifty-two (52) week employees shall receive the additional day as identified above regardless of school closure due to an Act of God.

39.03 Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Union agrees that no strike, as defined in Section 1 inclusive of Public Act 379, as amended, or picketing will be voted, condoned, authorized or undertaken by its members within the life of this contract.

39.04 UNIFORMS - UNIFORMS WILL BE PROVIDED ALL EMPLOYEES AS FOLLOWS:

39.04.01 FOOD AND NUTRITION SERVICES AREA - Each Food and Nutrition Services employee working four (4) hours or less will receive two (2) department purchased uniforms (fabric and style to be decided by a uniform committee), and a shoe allowance of no more than sixty dollars (\$60.00) annually to purchase white work shoes.

Each regular Food and Nutrition Services employee working more than four (4) hours will receive three (3) department purchased uniforms (fabric and style to be decided by a uniform committee) and a shoe allowance of no more than sixty dollars (\$60.00) annually to purchase white work shoes.

Fifty-two week / 8 hour employees will receive an annual shoe allowance of up to one hundred twenty dollars (\$120) to purchase two pairs of work shoes.

39.04.02 CUSTODIAL AREA – Each Custodian will be issued four (4) uniforms each year, two (2) of which may be shorts. In addition, the Board of Education will issue each Custodial employee a winter jacket for the 2010-2011 school year.

39.04.03 TRANSPORTATION AREA - Each Transportation employee will receive one hundred fifty dollars (\$150) to purchase uniforms (fabric and style to be determined by a uniform committee). In addition, the employer will provide eighty dollars (\$80) in the 2010-2011 school year towards the purchase of a winter jacket. Reimbursement for the uniform/jacket allowance will be

within fifteen (15) workdays after submission of receipt for such expenditure.

39.04.04 PAINTER / GLAZERS, UTILITY DRIVER, UTILITY / MAIL DRIVER, UTILITY / WAREHOUSE PERSON, WAREHOUSEMAN / DRIVER AND WAREHOUSEMAN - six (6) uniforms will be issued each year, two (2) of which may be shorts. In addition, an allowance of up to \$100.00 for the purchase of work related clothing at a vendor designated by the employer will be provided for the 2010-2011 school year.

MAINTENANCE AND GROUNDS employees will receive an allowance of up to \$100.00 for the purchase of work related clothing at a vendor designated by the employer in the 2009-2010 and 2010-2011, and 2011-2012 school year in addition to the six (6) uniforms which will be issued each year, two (2) of which may be shorts.

39.04.05 MECHANICS AND MECHANIC'S HELPER - six (6) uniforms issued each year - five (5) clean uniforms each week thereafter. In addition, the Board of Education will provide an allowance of up to \$100.00 for the purchase of work related clothing at a vendor designated by the employer for each year of the contract.

39.04.06 ISSUED UNIFORMS WILL BE PROVIDED ANNUALLY BY AUGUST 31ST. Each employee will be required to wear his/her work uniform at all times during his/her work. The uniform ordering process will begin after the return from the July 4th holiday. New hires will be issued uniforms at the end of their probationary period. The new employee will notify the T & M office if they have not been contacted within two weeks of the completion of their probationary period.

39.05 Employees who, in the course of work, use their own vehicles to move from place to place will be compensated at the rate established by the Board of Education. Mileage will be based upon the official district mileage chart whenever applicable. Time traveled will be part of the employee's regular shift hours.

39.06 The Union and the Employer mutually agree that an in-service training program is needed for all employees and shall work cooperatively toward creating such a program.

39.06.01 A Custodial In-Service/Training Program shall be scheduled early each summer. Among other items, the agenda will include uniform ordering information and other matters deemed of importance by the School Board.

39.07 The school administration will not subcontract any work normally performed by its work force as long as regular employees are available and the necessary equipment is owned by and available to the school district without first discussing such subcontract through Special Conference as defined in Article 8 - SPECIAL CONFERENCES.

- 39.08 The Employer indicates the desire to provide parking facilities, restrooms, seats and/or cots or lounges for Transportation employees and will endeavor to acquire such facilities along with other needed facilities within the school district.
- 39.09 Employees working in two (2) classifications shall have their extra hours prorated within each classification.
- 39.10 A regular schedule of starting and stopping time for all shifts shall be established, with consideration of the differences between elementary and secondary school schedules, until changed to establish a new regular schedule. Food and Nutrition Services and Transportation employees starting and quitting times may vary according to the needs of each school. It is expressly understood that the employer may alter the regular schedule in a particular building(s) for elections following a forty-eight (48) hour advance notice to the effected member(s) and the Union.
- 39.11 Each employee under this Agreement shall have the right, upon request, to review the contents of his/her evaluation records made in this school district. A representative of the Union may be requested to accompany the employee in such review.
- 39.12 EXTRA TIME AND BARGAINING UNIT WORK:
- 39.12.01 The Board will determine whenever overtime is necessary.
- 39.12.02 **Bargaining Unit work will be performed only by Bargaining Unit employees except:**
- 39.12.02.01 In emergencies, such as a bus accident, but not limited to this example, when Bargaining Unit employees are not immediately available;
- 39.12.02.02 To instruct or train employees;
- 39.12.02.03 To do experimental work to make the first operation on a new job;
- 39.12.02.04 Where Unit employees are not displaced from regular daily assigned hours;
- 39.12.02.05 The Head Mechanic and Maintenance Supervisor may perform Bargaining Unit work only to the extent that they are now performing such work;
- 39.12.02.06 Helpers may be employed during the months of May, June, July, August and September only to assist the regular employees;
- 39.12.02.06.01 An equal number of (non 52 week employees) bargaining unit members as non-bargaining hirees will be employed as helpers. Bargaining unit members will apply per Article 39.14. Compensation will be at the substitute custodial rate.

- 39.12.02.07 Nonprofit organizations operating in the interest of the entire community may set up and operate functions, and they may also assist a Bargaining Unit employee or employees in performing their necessary duties;
- 39.12.02.08 School groups, employee groups, and/or other nonprofit organizations may meet in a building without a Bargaining Unit employee present if work to be performed is minimal in nature and should not require additional work before the following school day.
- 39.12.02.09 **This section will not abridge the intent of Article 39, Section 39.07 of this contract.**
- 39.12.02.10 P.A. 112 supersedes that contractual language where applicable.
- 39.12.03 No employee will be required to exceed his workload in order to make up for extra work created outside the normal workload.
- 39.12.04 The overtime rate shall apply when work is performed outside the normally assigned eight (8) hour workday.
- 39.13 The work week for all employees shall be from Monday through Friday. A scheduled night shift which begins prior to midnight Friday is considered to be a Friday workday.

In addition, one (1) Tuesday through Saturday custodial shift consisting of eight (8) hours may be created at each high school and paid as straight time. During the summer months the shift would become a Monday through Friday day shift. Specifics will be detailed in a Special Conference and a Letter of Agreement will be signed by Management and the Union.

- 39.13.01 Regular work week schedules for the swimming pools, auditorium and Saginaw Valley University programs may be developed that begin on any given day of the week and end on the fifth consecutive scheduled day. The sixth and seventh consecutive days shall be considered weekend days (i.e. Saturday and Sunday).
- 39.14 Transportation and Food and Nutrition Services employees interested in extra work in other areas during vacation, holidays, or the summer period should submit an On-Line application Form during the month of May for the next fiscal year (July 1 - June 30). No application will be accepted before or after the month of May. Application will be submitted only to the Executive Director for Support Services using the on-line system. A list of employees interested in work will be posted in all buildings by district seniority. During the summer period the District may use a minimum of fifty (50) days of substitute custodian work time to be filled by employees from other occupational areas. They will be hired as substitute custodians at the current substitute custodian pay rate with no benefits or seniority. It is acknowledged that summer work is provided for additional income for Transportation and Food and Nutrition employees and cannot be used for possible future promotional consideration.

- 39.14.01 Selection of employees for work in other areas on a temporary basis shall be according to district seniority.
- 39.14.02 Temporary summer painting assignments shall be posted and assigned exclusively to 10 month bargaining unit employees by district seniority. However, in the event that an insufficient number of bargaining unit members have applied for painting assignments the employer may hire non-bargaining unit persons to supplement bargaining unit employees.
- 39.14.03 Transportation and Food and Nutrition Services employees assigned temporary summer positions shall accumulate sick days on a prorated basis and be paid for any holiday during said period in accordance with Article 28, Holidays.

It is expressly understood that Transportation and Food and Nutrition Services employees shall not be eligible for vacation days or vacation pay as a result of temporary summer assignments beginning with the 1988-89 fiscal school year.

- 39.15 Employees may make application to attend classes related to their department. Permission to attend shall be dependent upon recommendation of the Supervisor and approval by the Executive Director for Support Services. Expenses such as tuition and books shall be paid by the employer.
- 39.16 The parties agree that assistance toward rehabilitation is to be offered to any employee who notifies the administration of a substance abuse problem prior to any notification or selection of random testing.

In the event that the results of an individual employee's drug/alcohol test indicates the presence of a controlled substance or alcohol, a meeting will be immediately scheduled with the affected employee, a Union representative, if requested, and members of administration. The employee will be provided an opportunity to offer an explanation regarding the presence of the controlled substance including, but not limited to, medical verification that the substance was prescribed by the employee's treating physician. The employee may also request that a second drug testing procedure be conducted, utilizing either the identical procedure previously administered, or in the alternative, a different procedure generally recognized by the medical profession. Should the employee not request a second drug testing procedure, the employee shall immediately be placed on an unpaid leave of absence in order to provide the employee an opportunity for rehabilitation. The leave of absence shall not exceed six (6) months. The school district shall maintain, at its expense, the employee's medical insurance during the unpaid leave of absence so as to provide the employee an opportunity to participate in a substance abuse rehabilitation program. The employee shall be required to submit to, and successfully pass, a drug testing procedure before being allowed to return to work. In the event that the employee fails to successfully pass the aforementioned procedure, his/her employment shall be terminated with the School District. Should the employee successfully pass the drug testing procedure, said employee shall be allowed to return to work, and shall be required to submit

to a once a month test for an eighteen month period of time following his /her return. During this period of time, should the employee fail any monthly test, his/her employment shall be terminated. The employee shall execute appropriate medical release documents so as to allow the treating physician to send the results to the Superintendent of schools or his/her designee.

The procedures for implementation, i.e., chain of custody requirement: form of testing: testing facility: test levels will be changed, supplemented and amended as necessary to reflect scientific advancements or as warranted by other conditions. This is necessary due to the technical nature of testing, and necessary in an effort to assure the utmost respect for employee privacy, and the utmost accuracy of testing.

39.16.01 It is expressly understood that the language as stated in Article 39.16 would only be applicable to those employees who voluntarily notify the employer of a substance abuse problem. Those employees who test positive on a drug and/or alcohol screen, while on duty, will be subject to discharge.

39.17 All new AFSCME Local 1594 unit members shall be required to pay for their own fingerprinting. All AFSCME Local 1594 employees must be fingerprinted as required by law in order to commence working in the L'Anse Creuse Public Schools District. Should the school district receive revenue from the state that is specifically earmarked to cover the fingerprinting cost, the district will reimburse any AFSCME Local 1594 unit member for his/her own out-of-pocket expense.

39.18 The District will provide fifty (50) paper copies of the contract to the union. In addition, the contract will be provided in electronic form the union leadership and members.

ARTICLE 40 - PROTECTION OF EMPLOYEES

40.01 Any case of assault upon an employee which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the employee involved may request the assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the employee making such request justifies any assistance from the Board and the extent thereof.

40.02 If any employee is complained against or sued by reason of disciplinary action to a student, as specified in the General School Laws, the employee may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the employee making such request justifies any assistance from the Board and the extent thereof.

ARTICLE 41 - HEALTH AND SAFETY

The Board of Education recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

41.01 **COMPLAINT PROCEDURE:**

41.01.01 It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.

41.01.02 If the employee's complaint is not satisfied, he/she shall notify the local steward who shall meet and discuss the complaint with the supervisor without undue delay.

41.01.03 If the complaint cannot be resolved, the matter shall then be referred promptly in writing to the Joint Local Safety Committee.

41.01.04 If the matter cannot be resolved by the Joint Local Safety Committee, it shall become a proper subject for the grievance procedure.

41.01.05 Following report of the alleged unsafe operation to the supervisor and during investigation by the Joint Local Safety Committee, the employee may be reassigned to other available work pending evaluation.

41.02 A joint local committee on health and safety will consist of a Management Safety representative (MIOSHA Coordinator) and the Local Union President (co-chairpersons), and three (3) noninstructional personnel designated by Local 1594. The committee shall:

41.02.01 Meet at agreeable times and places to discuss the health and safety conditions within the department and review accident reports and departmental safety programs.

41.02.02 **MEET AT SUCH OTHER TIMES AS NEEDED TO:** Promptly investigate major accidents; when advance notice is given, accompany Federal, State, or Local health and safety professionals on inspection tours; investigate complaints by employees concerning health and safety.

41.02.03 Review and make recommendations concerning rules for the use, issuance, recovery, and replacement of all safety material and equipment.

41.03 All investigative reports and recommendations relative to safety are to be assigned to the MIOSHA Coordinator for evaluation and action.

ARTICLE 42 - SEPARATION CLAUSE

- 42.01 If any provision of this Agreement or any application of this Agreement to any employee or group of employees hereunder shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE 43 - DURATION OF AGREEMENT

- 43.01 This Agreement shall be in full force and effect from July 1, 2009 and shall continue in full force and in effect until midnight of June 30, 2012, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- 43.01.01 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; which shall not be before the anniversary date set forth in the preceding paragraph.
- 43.02 The salary schedules and monetary fringe benefits of this Agreement shall take effect when permitted by applicable Federal Laws and Presidential Orders.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives:

SUPPORT SERVICES EMPLOYEES
LOCAL 1594 - AFSCME
COUNCIL 25, AFL - CIO

BOARD OF EDUCATION OF THE
L'ANSE CREUSE PUBLIC SCHOOLS
SCHOOL DISTRICT

BY: Ronald A. Wheeler
Local 1594 President

BY: Teressa R. Jaggart
Board of Education President

BY: [Signature]
Council 25 Representative

BY: [Signature]
Board of Education Vice-President

BY: Cheryl A. Bell
Negotiating Committee

BY: [Signature]
Chief Negotiator

BY: [Signature]
Negotiating Committee

BY: [Signature]
Negotiating Committee

BY: Margaret DeVoogd
Negotiating Committee

BY: Thomas F. Gauld
Negotiating Committee

BY: [Signature]
Negotiating Committee

BY: _____
Negotiating Committee

BY: Michelle Metcalpenninge
Secretary Local 1594

Date: _____

Date: 12-14-09