

AGREEMENT

between

**MASON-LAKE INTERMEDIATE S/D
and
MASON-LAKE INTERMEDIATE S/D EMPLOYEES
CHAPTER OF LOCAL 2389**

affiliated with

MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Effective: July 1, 2006 - June 30, 2009

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AGREEMENT

This Agreement entered into this 11th day of July, 2006 between the Mason-Lake Intermediate School District (hereinafter referred to as the “EMPLOYER”) and the Mason-Lake Intermediate School District Employees’ Chapter of Local 2389, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the “UNION”).

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, the 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

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, (commonly referred to as the Public Employment Relations Act) 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:

All full-time and part-time employees of the Employer, excluding professional employees, supervisors, and confidential employees as determined by the Michigan Employment Relations Commission (MERC).

Also excluded are persons employed from outside the bargaining unit and classified as substitutes (on call only).

Any dispute arising as to the placement or removal of a particular job in the bargaining unit shall be reviewed by the designated representative of the employer and a representative of the bargaining unit, and if not resolved, the parties shall refer the matter to the appropriate Michigan Employment Relations commission procedures.

The pronoun "he" shall refer to both male and female employees.

ARTICLE 2

AGENCY SHOP

Union Security: Requirement of Union Membership

- A)** Within thirty (30) calendar days of the first day of work, employees shall pay membership dues or a service fee to the union as a condition of continued employment.

The deduction of membership dues and service fees is required as a condition of the master contract. Such amounts will therefore be deducted pursuant to the authority set forth in MCLA 408.477.

- B)** Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- C)** The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of action taken or not taken by the employer for the purposes of complying with the provisions of this Article.

ARTICLE 3

UNION MEMBERSHIP DUES

A) Payment Responsibility

All employees in the bargaining unit shall be responsible for the payment of membership dues, initiation fees, or representation fees.

Dues Authorization Form

During the life of this Agreement and in accordance with the terms of the Dues Authorization Form hereinafter set forth, the Employer agrees to deduct union membership dues, initiation fees, or representation fees which are established by the union, from the pay of each employee who executes or has executed the following Dues Authorization Form:

“INSERT COPY OF FORM”

B) When Deductions Begin

Union membership dues, initiation fees, or representation fees as authorized by the Dues Authorization Form shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

C) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated financial officer as designated by the Local Union with a list for whom dues have been deducted as soon as possible after the deductions have been made.

D) Termination of Deductions:

An employee shall cease to be subject to deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination occurs.

E) P.E.O.P.L.E. VOLUNTARY CHECKOFF

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

F) If the Employer improperly deducts dues or a voluntary P.E.O.P.L.E. deduction from an employee's pay or deducts an amount over the amount as certified, the Union agrees to reimburse an employee in an amount equal to the amount as certified within thirty (30) days after receipt of written notice from the employee.

ARTICLE 4

MANAGEMENT RIGHTS CLAUSE

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its programs, services, equipment, facilities and its operations and to direct the working forces and affairs of the District.
- B. Continue its rights of assignment and direction of personnel, determine the number of personnel, the number of hours worked by bargaining unit members and scheduling of all the foregoing, and the right to establish, modify or change any work or school hours or days, unless otherwise specifically provided for in this Agreement.
- C. The right to direct the working forces, including the right to hire, promote discipline or suspend and discharge employees (subject to the provisions in Article 11 of this Agreement), transfer employees, assign work or duties to employees, evaluate employees, and to determine the size of the work force and to lay off employees.
- D. Adopt, revise and enforce work rules and regulations governing the conduct of employees and to define and re-define job content and position descriptions.
- E. Determine the qualifications of employees, including the essential job functions of positions within the bargaining unit.

- F. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, departments, divisions or subdivisions thereof and the relocation or closing of programs, departments, divisions or subdivisions, buildings, other facilities, services or third party service contracts.
- G. Determine the financial policies, including all accounting procedures and recordkeeping requirements.
- H. Determine policies affecting the selection, testing or training of employees.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 5

NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Employer agrees that during the term of this Contract there will be no lockout.

ARTICLE 6

UNION REPRESENTATION

- A)** The Union shall be represented by a Chapter Chairperson, Steward(s), and Officer(s) as determined by the Union.
- B)** In the absence of the Steward or Chapter Chairperson, the Union shall appoint an alternate.
- C)** The Steward(s) or Officer(s), during their working hours, without loss of time or pay, shall be allowed a reasonable amount of time for the purpose of investigating and presenting grievance(s) and/or complaints to the Employer. Said release time shall be granted by the Administrative Supervisor unless the release time conflicts with Union official's job; however, time must be granted as soon as possible.
- D)** The Union shall furnish the Employer with written notice of the names of the Chapter Chairperson and Steward(s) and any changes thereof.

ARTICLE 7

SPECIAL CONFERENCE

- A)** Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. 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 conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B)** The Union representative may meet at a place designated by the employees on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which a written request has been made.

ARTICLE 8

GRIEVANCE PROCEDURE

A) Definition of a grievance:

A claim by an employee or the Union that there has been an alleged violation of the provisions of this Agreement. The grievance must cite the contract provision(s) alleged to have been violated; specify the facts and occurrences underlying the grievance(s); and specify the relief requested in the grievance(s). The grievance must be signed and dated by the grievant or the Steward.

Any matter for which there is an administrative procedure established by law (i.e., EEOC, MERC, etc.) will not be subject to the grievance procedure.

B) Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Grievance Procedure

Step 1

- 1) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.
- 2) The employee and/or the Steward may discuss the grievance with the Administrative Supervisor.
- 3) If the matter is not hereby disposed of in (1) or (2) above, it must be presented, in writing, by the grievant or the Steward to the Administrative Supervisor within five (5) working days of the occurrence, or knowledge thereof.
- 4) The Administrative Supervisor shall respond to the grievance in writing within five (5) working days of receipt of the written grievance and said response shall be submitted to the grievant or the Steward.

Step 2

- 1) If the matter is hereby not disposed of at Step 1, within five (5) working days from the issuance of the Administrative Supervisor's response, it may be submitted in written form by the Union's Chapter Chairperson to the Intermediate Superintendent. Upon receipt of the grievance(s), a meeting shall be arranged between the parties to discuss the grievance(s).
- 2) The Intermediate Superintendent shall answer the grievance in writing within ten (10) working days after the meeting.

Step 3

- 1) If the matter at Step 2 is not satisfactorily resolved and the Union wishes to carry it further, they shall refer the matter to the Union's Council 25 within thirty (30) calendar days after the reply at Step 2 is due. In the event the Union's Council 25 wished to carry the matter further, it shall within thirty (30) calendar days from the date of the Employer's last answer at Step 2 notify the Employer of its intent to arbitrate.

Upon receipt of the Union's notice of intent to arbitrate, a meeting shall be scheduled between the Employer and the Union for the purpose of attempting to resolve the grievance(s) and/or select an arbitrator.

- 2) In the event they cannot agree upon an arbitrator, the Union shall submit the demand for arbitration within ten (10) days to the American Arbitration Association and thereafter it shall be handled in accordance with their rules and procedures.
- 3) The Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer. The arbitrator shall make his judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement, nor shall they have the right to hear or make a decision on the termination of services or failure to reemploy any probationary employee. No award by an arbitrator shall be retroactive to more than ten (10) working days prior to the date the grievance is initially processed at Step 1, (2).

C) Time Limitations:

Any grievance not answered within the time limits by the Employer shall be advanced to the next step of the grievance procedure.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

The time limits in this Article may be extended by written mutual consent.

ARTICLE 9

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the job he performed at the applicable rate, and shall not extend more than ten (10) days prior to the initiation of a grievance claiming back wages.

The amount of back wages due an employee will be reduced by unemployment compensation or other benefits received by the employee, as well as amounts that were earned.

ARTICLE 10

EVALUATIONS

A written evaluation will be done by the Administrative Supervisor and/or the Superintendent a minimum of once per school year for each non-probationary employee.

A post-evaluation conference will be held within ten (10) working days of receipt of the written evaluation, at the request of either the employee or the Administrative Supervisor.

ARTICLE 11

DISCHARGE AND DISCIPLINE

- A)** The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the District of the discharge or discipline.
- B)** The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Administrative Supervisor and/or Intermediate Superintendent will discuss the discharge or discipline with the employee and the Steward.
- C)** Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward at Step 2 of the grievance procedure.
- D)** In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously nor impose discipline on an employee for falsification of employment application after a period of two (2) years from his date of hire, excluding issues involving morals or conviction of a felony.
- E)** No non-probationary employee will be discharged or disciplined without just or reasonable cause.

ARTICLE 12

SENIORITY

- A)** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days, excluding June, July, and August. When an employee completes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the first day he reported for work to begin his employment.
- B)** The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- C)** Seniority shall be on an employee-wide basis, in accordance with the employee's last date of hire and their classification.
- D)** Employees holding all four of the classifications of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide shall maintain seniority rights in each of the four aide classifications equally, but independently, providing job requirements as determined by the Employer have been and continue to be met. Unless otherwise provided for in this Agreement, employees holding the classification of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide shall not lose any one of the four aide classifications due to not working within a classification.

- E)** Effective August 25, 2004, new hires shall not hold the classification of Para-Professional, Health Care Aide, Health & Safety Bus Aide and General Bus Aide if hired for any one (1) of these four (4) positions. New hires, effective August 25, 2004, shall hold both classifications of Para-Professional and Health Care Aide if hired in either capacity providing job requirements, as determined by the District, have been met and continue to be met. New hires, effective August 25, 2004, shall hold both classifications of Health & Safety Bus Aide and General Bus Aide if hired in either capacity providing job requirements, as determined by the District, have been met and continue to be met. Administration reserves the right to exercise discretion with regard to this classification determination.
- F)** In reference to Article 26, Leaves of Absence, employees shall retain, but not accrue, seniority while on unpaid leaves of absence, for periods not to exceed one (1) year, for the purpose of serving in any appointed position for the Union or Educational leave (work related).
- Employees shall accrue seniority while on unpaid leaves of absence, for periods not to exceed one (1) year, for Childbirth/Childcare or Illness or disability (including job related disabilities) which are supported by the appropriate verification from licensed professionals.
- Employees shall retain, but not accrue, seniority for any leave of absence granted in excess of one (1) year.
- G)** Employees shall accrue seniority during periods of layoff, not to exceed two (2) years from the date of layoff.

ARTICLE 13

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A)** He quits.
- B)** He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C)** He is absent for five (5) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. The Employer may exercise discretion in determining loss of seniority. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- D)** If he does not return to work when recalled from layoff as set forth in the recall procedure. The Employer may exercise discretion in determining loss of seniority.
- E)** If the employee is not recalled for two (2) years from the date of layoff, his employment status shall be terminated. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

ARTICLE 14

SENIORITY LIST

- A)** The Employer shall provide a seniority list within (30) days after the effective date of this Agreement showing the name, address, date of hire, and classification of each employee of the unit entitled to seniority (most senior employee being first on the list and so on). Such list shall be posted on the bulletin board in the building and the Employer further agrees to provide the Chapter Chairpersons and the designated financial officer of Michigan Council 25 with a copy of the seniority list and any changes thereof in writing by the tenth (10) of the month following any such change.

- B)** The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and the designated financial officer of Michigan Council 25 with up-to-date copies once a year.

ARTICLE 15

LAYOFF DEFINED/PROCEDURE

- A)** The word "layoff" means a reduction in the working force.
- B)** The order of layoff shall be on a seniority basis within the classification with probationary employees being laid off first and then employees with the least seniority thereafter as defined in Article 12 (C).
- C)** Employees to be laid off shall be given at least seven (7) calendar day's written notice of layoff. The Chapter Chairperson shall receive a list of the employees to be laid off on the same day the notices are issued to the employees. Health Care Aides and Health & Safety Bus Aides will be allowed three (3) consecutive days of work whenever the assigned student is not present in school. Commencing the fourth day, the Health Care Aide, or Health & Safety Bus Aide will not report to work and will not be required to report until or unless the student returns to school. Such absence will be without pay notwithstanding appropriate request of vacation time. If it is determined that the student will be absent for a period to exceed thirty (30) calendar days, Administration will effect an official lay-off to coincide with the thirty (30) calendar day provision.
- D)** Upon receipt of the layoff notice, an employee shall have the right within seven (7) calendar days to bump a less senior employee (as defined in Article 12 (C)) in a different classification provided the employee has the ability and qualifications to perform the work required without a training period. Provided,

however, to be eligible to bump into the bus driver classification, he/she must be certified. Additionally, if an employee is granted the right to bump and it is thereafter established that he/she does not possess the ability or qualifications to perform the required work without a trial or training period, the Employer shall have the right to remove them from the position and place them on layoff.

- E)** Normal times of the year when classes are not in session (i.e., Christmas, Spring Break, and Summer Recess) shall not constitute a layoff within the meaning of this Article.

ARTICLE 16

RECALL PROCEDURE

When the work force is increased after a layoff, employees shall be recalled according to seniority (as defined in Article 12 (C)) including employees who bumped in order to avoid layoff with the most senior employee being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from date of mailing notice of recall, he shall be considered a quit. For the purpose of this clause, employment as a substitute for short periods of time not to exceed thirty (30) consecutive working days shall not constitute a recall.

ARTICLE 17

TRANSFERS

- A)** If an employee is transferred to a position under the Employer not included in the unit for a period not to exceed one year, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

If an employee is transferred to a position under the Employer not included in the unit for a period in excess of one year, he shall lose his accumulated seniority.

This shall become effective September 14, 1984.

- B)** If and when operations of divisions or fractions thereof are transferred from one building location to another building location for a period of more than seven (7) working days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.
- C)** The Employer agrees that in any movement of work not covered above in (A) and (B), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 18

JOB POSTING AND BIDDING PROCEDURE

- A)** At least one (1) week prior to the start of each academic school year, a meeting, called by Administration, will be held for employees within their classification to bid by seniority (most senior first) on an assignment as posted by Administration. Attendance at the bidding meeting is required; however, exception may be made if proper notice is given. Employees in attendance at the bidding meeting will receive compensation at their current rate for not more than three (3) hours. There shall not be a trial or training period once an employee has selected a posted assignment. Thereafter, no employee shall have the right to bid within the same classification unless it is an increase of hours per day, rate of pay, or work year.

For those employees in the classification of Bus Driver, Health & Safety Bus Aide and General Bus Aide an increase or decrease of three (3) or more hours per week as assigned in accordance with (A) above constitutes a change significant enough to allow the Bus Driver, Health & Safety Bus Aide and General Bus Aide to exercise their seniority rights within their classification for a change in assignment.

- B)** All permanent vacancies and newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All job vacancies and/or newly-created positions will be posted for a period of seven (7) calendar

days, setting forth the position, the location, and the minimum requirements for the position in a conspicuous place in each building within ten (10) calendar days from the date the vacancy and/or newly created position exists. Employees interested in applying for the position shall make application as per posting within the seven (7) calendar days' period. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

- 1) His desire to remain on the job;
- 2) His ability to perform the job;

The position vacated through compliance with this Section shall not be construed to be a newly-created position or vacancy, shall not be subject to the posting requirements as herein provided, and thereafter shall be filled from the recall list if applicable.

- C)** In the event the senior applicant(s) is denied the position, reasons for the denial shall be given in writing to the employee(s). In the event the senior applicant(s) disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.
- D)** The Employer shall provide the Union's Chapter Chairperson with a copy of each job posting, a copy of the applications for the position, and to whom the position was awarded.
- E)** All vacancies and/or newly created positions shall be awarded or denied within ten (10) calendar days from the end of the posting period.

- F)** During the four week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the second step of the Grievance Procedure.
- G)** During the trial period, the employee will receive the rate of pay of the job they are performing.
- H)** In the event a problem arises with an employee which cannot be resolved with discussions between the parties, a conference shall be held between the affected employee(s), the teacher, if involved, the Administrative Supervisor, and the Union in an attempt to resolve the problem. If the problem remains unresolved, the Administrative Supervisor may transfer the employee(s) to another position within the classification provided there is no loss or change in hours, pay or work year. If the Union feels the transfer is unjust, it may submit a grievance to the final step of the grievance procedure.
- I)** All summer programs shall be offered by seniority within classification first, and thereafter shall be offered bargaining unit wide to those employees who meet the requirements for the assignment and are willing and able to perform such work. The awarding and acceptance of a summer position shall not result in the gain or loss of a classification.

ARTICLE 19

TEMPORARY ASSIGNMENT

- A)** Temporary assignments within a classification which result in an increase of hours for the purpose of filling vacancies of employees who are on an “extended absence”, will be granted to the senior employee in the classification who meets the requirements for the assignment and is willing and able to perform such work. “Extended absence” shall be defined as an absence in excess of twenty (20) consecutive working days as supported by relevant documentation. The temporary assignment shall commence on the first day of said absence, if possible, otherwise at the earliest date feasible.
- B)** Temporary assignments not filled from within classifications 6 through 10 as set forth in Article 23 (A), Working Hours, and which result in an increase of hours for the purpose of filling vacancies of employees who are on an extended absence as defined in (A) above, shall be offered to employees outside the classification where the vacancy occurs and will be granted to the senior employee who meets the requirements for the assignment and is willing and able to perform such work.
- C)** The position vacated through compliance with (A) or (B) above shall not constitute a subsequent vacancy causing a domino effect, and may be assigned to a person outside the bargaining unit (substitute, on call only).
- D)** Temporary assignments shall not exceed ninety (90) consecutive working days. Temporary assignments which exceed ninety (90) consecutive working days

shall constitute a permanent vacancy and shall be posted and, thereafter, filled as set forth in Article 18, Job Posting and Bidding Procedure.

- E)** The awarding and acceptance of a temporary assignment shall not result in the gain or loss of a classification.
- F)** Employees granted a temporary assignment in accordance with the provisions herein shall receive their current rate of pay, and shall work the regularly scheduled days and hours of the temporary assignment. Sick leave requested in accordance with Article 30, Sick Leave, while working in the temporary assignment, shall be paid at the employee's current rate of pay based on the regularly scheduled hours of the assignment. Vacation days, bonus days and holidays shall be paid at the employee's current rate of pay based on the regularly scheduled hours of their regular bid assignment.

ARTICLE 20

RATES FOR NEW JOBS

When a new job is created by the Employer and cannot be properly placed in an existing classification, the Employer will notify the Union in writing of the proposed classification, job description, and rate of pay. In the event the Union does not agree that the description and/or rate of pay is proper, it shall within ten (10) calendar days thereafter give written notice to the Intermediate Superintendent identifying the areas of dispute. Thereafter it shall be subject to negotiations.

ARTICLE 21

UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- A)** Notices of recreational and social events.
- B)** Notices of elections.
- C)** Notices of results of elections.
- D)** Notices of meetings.

ARTICLE 22

SAFETY COMMITTEE

A safety committee of employees and employer's representatives is hereby established. This committee will include the steward and shall meet at mutual consent during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 23

WORKING HOURS

A) The normal work day shall be as follows:

1. Bookkeeper/Payroll Clerk - Seven (7) or more consecutive hours per day.
2. Secretary - Seven (7) or more consecutive hours per day.
3. Receptionist/Clerk/Typist - Six (6) or more consecutive hours per day.
4. Physical Therapy Assistant - Six (6) or more consecutive hours per day.
5. Custodial/Maintenance - Six (6) or more consecutive hours per day
6. Para-Professionals/
Health Care Aides - Not less than the program instructor's normal work day
7. Custodians - Six (6) or more consecutive hours per day.
8. Bus Drivers - A.M. pick-up and P.M. take-home runs shall pay a minimum of one and one-half (1-1/2) hours per route.
Mid-day runs shall pay a minimum of one (1) hour per route.
9. Health & Safety Bus Aides/
General Bus Aides - A.M. pick-up and P.M. take-home runs shall pay a minimum of one and one-half (1-1/2) hours per route.
Mid-day runs shall pay a minimum of one (1) hour per route.

10. Media Courier - Six (6) or more consecutive hours per day.

The District can employ individuals less than the hours prescribed above, by a written Letter of Agreement, to best serve the operational needs of the District.

Start and end times of the work day shall be determined by Administration.

The normal work day for posted part-time positions shall be not less than one-half (1/2) of the normal work day hours within each classification.

- B)** Each employee shall be allowed one (1) hour off for lunch each day, not included as part of the regular workday, except for employees with assigned lunch room duties which shall be considered as a part of their regular work day, and the Custodian as set forth in (G) of this Article, and the Receptionist/Clerk/Typist as set forth in (I) of this Article.
- C)** Each employee scheduled to work six and one-half (6 1/2) hours or more per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed two (2) rest-breaks as a part of the regular work day not to exceed fifteen (15) minutes each. Employees scheduled to work less than six and one-half (6 1/2) hours per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Bus Drivers and Health & Safety Bus Aides/General Bus Aides working five and one-half (5 ½) hours or more per day shall be allowed two (2) rest-breaks as a part of the regular work day not to exceed fifteen (15) minutes each. Bus Drivers and

Health & Safety Bus Aides/General Bus Aides working less than five and one-half (5 ½) hours per day shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Rest-breaks may be scheduled by Administration.

- D)** The work year for employees other than twelve (12) month employees, the Receptionist/Clerk/Typist, the Physical Therapy Assistant, the Custodian and the Media Courier, shall be a minimum of one (1) day before the first day of student instruction, plus the number of student days of instruction, plus one (1) day after the last day of student instruction as determined by Administration. The Receptionist/Clerk/Typist's, the Physical Therapy Assistant's, the Custodian's and the Media Courier's work year shall be determined by Administration.
- E)** The work week for all employees shall be Monday through Friday unless otherwise mutually agreed.
- F)** Employees shall be paid to the one-quarter (1/4) hour.
- G)** The custodian shall have a one-half (1/2) hour lunch break included as part of the normal work day and cannot leave the premises during said lunch period.
- H)** The Media Courier's and Physical Therapy Assistant's lunch and rest-breaks shall be scheduled during times of the day as the schedule of work permits.
- I)** The Receptionist/Clerk/Typist shall have a one-half (1/2) hour lunch break not included as part of the normal work day.

- J)** Twelve (12) month employees are defined as those employees in the classification of Bookkeeper/Payroll Clerk, Secretary, and Custodial/Maintenance.
- K)** The hours of work per day for employees in the classification of Bus Drivers and Health & Safety Bus Aides/General Bus Aides shall be determined by route(s) as established by the Transportation Supervisor. A route shall be a run or series of runs as determined by the Employer.
- For purposes of early dismissals and/or delayed starts due to weather and/or school calendar adjustments, scheduled route times may be adjusted and/or routes may be combined and/or routes may be eliminated, at the discretion of the Employer, based on student location needs and/or safety concerns. For purposes of early dismissals and/or delayed starts due to weather, seniority within the classification will be considered for such adjustments, when feasible.
- L)** Extra-duty assignments within the classification of Bus Drivers shall be scheduled, on the basis of seniority, at the discretion of the Employer.
- M)** Building Security
- 1) Building Security assignments shall be offered to all employees by seniority on a weekly rotation basis.
 - 2) The work year and working hours for Building Security assignments shall be determined by Administration.

- 3) In the event all scheduled evening community meetings are cancelled, bargaining unit members notified prior to 4:00 p.m. on the day of the scheduled meeting shall not report nor receive pay for the cancelled assignment.
- 4) Bargaining unit members assigned the building security responsibilities under this Agreement will receive a minimum of two (2) hours pay per day per scheduled assignment.
- 5) The building security assignment under this agreement shall be subject to and in accordance with Article 30, Sick Leave.

N) Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of fueling their assigned bus. Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of washing/cleaning their assigned bus.

In the event the Transportation Supervisor determines that a Bus Driver does not regularly fuel his assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned. In the event the Transportation Supervisor determines that a Bus Driver does not regularly wash/clean his assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned.

ARTICLE 24

OVERTIME

- A)** Time and one-half will be paid as follows:
- 1) For all hours worked over forty (40) in one week.
 - 2) For Saturday as such (unless otherwise mutually agreed).
- B)** Double time will be paid as follows:
- 1) For all hours worked on Sunday.
 - 2) For all hours worked on holidays that are defined in the Agreement
in addition to holiday pay.
- C)** Time and one-half and double time shall be divided as equally as possible among all employees in the same classification.
- D)** An employee reporting for overtime duty, as requested by the Employer, shall be guaranteed at least two (2) hours pay in accordance with the provisions herein.

ARTICLE 25

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A)** Employees will be granted a leave of absence for military service (including reserve service) in accordance with applicable state and federal laws. An employee's return from leave of absence for military leave will also be governed by pertinent state and federal laws.

- B)** 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 District 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 26

LEAVES OF ABSENCE

A) Unpaid leaves of absence for periods up to one (1) year shall be granted, without loss of seniority for:

1. Serving in any appointed position for the Union.
2. Childbirth/Childcare.
3. Illness or disability of the employee (including job related disabilities) which are supported by the appropriate verification from licensed professionals.
4. Educational leave (must be work related).

B) Employees will notify the Employer, in writing, not later than thirty (30) calendar days prior to the anticipated date of desired leave. Extenuating circumstances will be considered for requests made under Section A, (3), Illness Leave.

C) At the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave was granted or to a position to which his seniority and classification entitles him/her.

An employee who does not return at the end of an approved leave of absence or whose leave is not approved for extension, shall be considered a voluntary resignation and shall have no further employment rights under this Agreement.

- E)** Union officers or elected representative members shall be allowed time off to attend a function of the International Union, such as conventions or educational conferences. An accumulated maximum of four (4) days per school year, without loss of time or pay, upon prior notification written by the Chapter Chairperson to the Intermediate Superintendent.
- F)** Notwithstanding any other provision of this Agreement, the Employer reserves the right to exercise those options available to it under the Family Medical and Leave Act and the rules and regulations adopted for its implementation by the federal government.

ARTICLE 27

JURY DUTY/SUBPOENAED LEAVE

An employee who is summoned for jury duty or subpoenaed as a witness, upon submission of notification documentation, shall be released from work to appear as ordered. The employee shall be compensated for the difference between his regular pay and the pay received for the performance of the obligation. Mileage reimbursement paid by the court shall be retained by the employee.

ARTICLE 28

BEREAVEMENT AND FUNERAL LEAVE

- A)** An employee shall be allowed up to five (5) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Mother, Step-Father, Brother, Sister, Wife or Husband, Son, Daughter, Step-children, Mother-in-law or Father-in-Law, Brother-in-Law, Sister-in-law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren, or a member of the employee's household.
- B)** An employee shall be allowed one (1) work day not to be deducted from sick leave for the death of a relative of other than above or friend for the exclusive purpose of attending the funeral.
- C)** Additional time may be granted at the discretion of the Superintendent.
- D)** Employees requesting bereavement and funeral leave shall receive their current rate of pay based on their regularly scheduled daily hours.

ARTICLE 29

WORKERS COMPENSATION

- A)** In the event a unit employee is disabled through illness or injury covered by worker's compensation, the employee will only receive worker's compensation.
- B)** An employee on Worker's Compensation disability shall retain and accrue seniority as long as they are covered by Worker's Compensation, and shall be returned to the assignment held at the time of the disability or to a position to which an employee's classification seniority permits.
- C)** In the event that an employee is disabled through injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all benefits shall continue for the duration of this disability up to twelve (12) months from the date of the initial injury.

ARTICLE 30

SICK LEAVE

- A)** All members covered by this Agreement shall accumulate one (1) sick leave day per month for each month worked each year with pay up to a maximum of twelve (12) days. The allowance of succeeding years accumulate to one hundred thirty-six (136) days.

A month shall be defined as any month in which an employee works eleven (11) days or more except June which shall be considered a month if the employee is employed. Employees who bid and work the summer SCI/SXI (Severely Cognitively Impaired/Severely Multiply Impaired) program shall accumulate one (1) additional sick leave day for the month of July and one (1) additional sick leave day for the month of August. Employees who bid and work the summer AI (Autistic Impaired) program shall accumulate one (1) additional sick leave day.

Sick leave shall be deducted in one-half (1/2) day or full day increments. One-half (1/2) day is defined as the amount of time equal to or more than 25% but less than 75% of the employee's regularly scheduled daily hours. A full day is defined as the amount of time equal to or more than 75% of the employee's regularly scheduled daily hours.

- B)** Sick leave will be granted for personal illness or disability (including disabilities related to pregnancy, miscarriage, abortion, or childbirth in compliance with state or federal codes) or for illness or disability in the immediate family. Sick leave will also be granted for medical, dental, vision or other medical-related appointments involving the employee or an immediate family member.

Accumulated sick leave must be used, if available, for the reasons stated herein.

The immediate family consists of husband or wife, son or daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, step-parent, step-children, or member of employees household. The total maximum number of days granted for immediate family illness shall not exceed ten (10) days per year. The Superintendent may grant an additional ten (10) days at his discretion for this purpose. Any additional leave for illness of immediate family must be with permission of the Board of Education and Superintendent.

- C)** Upon severance of employment (except for discharge) with the Employer, provided the employee has been employed with the District a minimum of ten (10) years, an employee shall be paid \$65.00 per day for unused sick leave days up to the maximum accumulated allowance of one hundred thirty-six (136) days, In the case of death of an eligible employee, payment shall be made to his/her beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.
- D)** Employees who sever employment with less than ten (10) years employment shall have their accumulated sick leave applied to the Sick Leave Bank, Article 31, and shall not receive nor be eligible for severance pay.
- E)** Employees may be subject to physical and/or psychiatric examinations where:
 - (1) the examination is required by state or federal statute or regulation (e.g., bus drivers); or
 - (2) the employer has necessity for obtaining an evaluation of the employee's ability to perform essential job functions in a manner that does not pose a direct threat to the safety of the employee or to others in the workplace; or
 - (3) to verify an employee's eligibility for leave under the terms of the collective bargaining agreement; or
 - (4) to verify an employee's ability to return from leave and perform the essential functions of his/her assignment.

- F)** In the event that an employee uses no sick days (either for personal or family illness) during their normal work year, that employee shall be awarded two (2) bonus days. Use of these bonus days shall not be restricted; however, prior administrative approval will be required. In the event that the bonus days are not retained in a successor agreement, the Employer will honor the accrued days in any subsequent agreement.
- G)** A prior approved request under this Article will not be deducted from the employee's sick leave allowance in the event of a school closure on the requested leave day.
- H)** The Employer reserves the right to request a physician's statement for the use of personal sick leave or family illness leave in the event the employee requests such leave for more than three (3) consecutive work days.

ARTICLE 31

SICK LEAVE BANK

A) The Employer and the Union agree to maintain the Sick Leave Bank to be operated in accordance with the provision of this Article. One (1) day contributions will be made by bargaining unit members with matching contributions by the Employer. A balance of one hundred eighty-three (183) days shall be maintained in the Bank. In the event that the total accumulation in the Sick Leave Bank falls below one hundred eighty-three (183) days, all bargaining unit members and the Employer shall make matching contributions to re-establish and maintain a balance of one hundred eighty-three (183) days or more.

In the event the total accumulation in the Sick Leave Bank exceeds the one hundred eighty-three (183) day maximum, bargaining unit members and the Employer shall not continue their contributions as provided for in the first paragraph of this Article.

- B)** Restrictions relative to the usage of Sick Leave Bank days are as follows:
- 1) The first thirty (30) calendar days of illness or disability will not be covered by Sick Leave Bank, but must be covered by the Employee's own accumulated sick leave or be an absence without pay.
 - 2) A Sick Leave Bank Advisory Committee will be established composed of two (2) members appointed by the bargaining unit and one (1) Administrator appointed by the Superintendent. The Committee will review all requests and make a recommendation to the Superintendent for final determination.

The final determination by the Superintendent will be subject to Article 8, Grievance Procedure, excluding Step 3, Arbitration.

- 3) Access to the Sick Leave Bank days may only be utilized by contributing bargaining unit members.
- 4) Personal sick leave accumulation must be exhausted prior to requesting sick leave bank days.
- 5) A physician's statement will be required. The Employer reserves the right to require a statement from an Employer-appointed physician.
- 6) The maximum of sixty (60) days draw per year from the Sick Leave Bank will be afforded bargaining unit members.
- 7) Upon the ninety-first (91) day of an employee's illness or disability access to the Sick Leave Bank will be terminated and employee shall apply for benefits afforded under Article 34, Insurance Protection.
- 8) Bargaining unit members drawing from the Sick Bank will repay the Bank at the rate of one-half of their annual sick leave allocation. In the event the employee severs employment, the Board reserves the right to deduct any amounts owed from the Employee's final payroll check(s), and withhold payments under Article 30 (C) and 33 (F).
- 9) Requests for Sick Leave Bank days must be made in writing to the Superintendent with a copy to the Chapter Chairperson.
- 10) The disability period shall be the length of the normal employment period.
To be eligible to continue use of the Sick Leave Bank into the summer:
 - a) A position must exist, and
 - b) An employee must have worked the previous summer or have bid a summer position prior to the illness or injury, and

c) An employee must be qualified for the position and his seniority must entitle him to a position.

C) Records relative to the Sick Leave Bank will be maintained at the Intermediate School District Business Office and will be made available to bargaining unit members with the exception of the disclosure of any medical and/or other relative information regarding individual employees.

D) In the event of the Sick Leave Bank not being retained in a successor agreement, accumulated days in the Sick Leave Bank will be returned to contributing employees on a prorata basis.

ARTICLE 32

HOLIDAY PROVISIONS

- A)** The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Fourth of July (if regularly employed), Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, day before Christmas, Christmas Day, and the day before New Year's Day respectively. Employees will be paid their current rate based upon their regular work day for said holidays.

- B)** Should a holiday fall on Saturday, Friday shall be considered as the holiday.
Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 33

VACATION AND LEAVE WITH OUT PAY

Each employee shall earn monthly credits towards vacation with pay per year based upon their regular work day in accordance with the following schedule

(computation effective July 1st of each year):

<u>Years of Service</u>	<u>Credits Per Month</u>	<u>Maximum Per Year</u>
0 - 1 Year	1/2 day	6 working days
1 - 5 Years	1 day	12 working days
5 - 10 Years	1 1/2 days	18 working days
10 Years & over	(2 additional days per yr)	20 working days

A month shall be defined as any month in which an employee works eleven (11) days or more, except June which shall be considered a month if the employee works one (1) day in the month of June. Employees who bid and work the summer SCI/SXI (Severely Cognitively Impaired/Severely Multiply Impaired) program shall earn one (1) monthly vacation day credit for the month of July and one (1) monthly vacation day credit for the month of August. Employees who bid and work the summer AI (Autistic Impaired) program shall earn one (1) monthly vacation day credit.

- A)** Vacation and Leave without Pay requests will be granted at the discretion of the Administration. The impact of the absence on the efficient operation of the department or program affected will be considered.

- B)** All employees including those working in the summer, other than twelve (12) month employees, as defined in Article 23 (D), Working Hours, must take their vacation when school is not in session. Exceptions may be considered at the discretion of the Administration.

- C)** Requests for Vacation and/or Leave without Pay shall be made to the Administration at least seven (7) days in advance of the day or days requested. The Administration will respond as soon as possible thereafter, but not to exceed five (5) days following the receipt of the request. Reasons for not approving a request shall be made to the employee by the Administration. Exceptions to these time lines may be granted by Administration.
- D)** The granting or denial by the Administration of a request for Vacation and/or Leave without Pay shall not be past practice precedent setting for subsequent requests nor shall such action of granting or denying a request for Vacation be grounds for a grievance.
- E)** Employees may carry over up to twelve (12) earned vacation days from one fiscal year to the next fiscal year. Fiscal year is defined as July 1st through June 30th. Exceptions may be granted by the Superintendent.
- F)** If an employee is laid-off, retires, or severs his employment, he will receive any unused accrued vacation credit.
- In the case of death of an eligible employee, payment shall be made to his/her beneficiary, provided the Employee has a written beneficiary designation on file with the Employer.
- G)** Employees will be paid their current rate of pay based on their regular scheduled day while on vacation and will receive credit for any applicable benefits provided for in this Agreement.

H) Employees, other than twelve (12) month employees, as defined in Article 23 (D), Working Hours, may use up to two (2) of their earned credited vacation days during the work year as defined in Article 23 (D), Working Hours. These days shall not be used to extend the holiday periods as set forth in Article 32, Holiday Provisions. These days shall not be used in lieu of days granted as sick or family illness leave. Said days will be subject to provisions (A), (C), (D) and (G) of Article 33.

ARTICLE 34

INSURANCE PROTECTION

A) The Employer agrees to provide premium contributions in accordance with provisions herein for each eligible employee and their eligible dependents for the following insurance benefits and coverage for the period July 1, 2006 thru December 31, 2006:

1) **MESSA-PAK Plan A** (for eligible employees electing health coverage)

Health	MESSA Super Care I (Revised) \$100/\$200 Deductible \$5/\$10 Rx Co-pay Employee and Eligible Dependents
Dental	Class I, II, III & Annual Delta Dental Max 50/50S/50: \$1,000 With Sealant Rider Class IV & Lifetime Max – 50: \$2,000 Employee and Eligible Dependents
Negotiated Life	\$25,000 AD & D Employee
Vision	VSP-2 Silver Employee and Eligible Dependents
Long Term Disability	66 2/3% \$2,500 Monthly Maximum 90 Calendar Days - Modified Fill Freeze on Offset Alcoholism/Drug Same as illness Mental/Nervous Same as illness Pre-existing Limits Waived Family Social Security Offset No Survivor Income 3 Year Own Occupation Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

2) **MESSA-PAK Plan B** (for eligible employees not electing health coverage)

Dental	Class I, II, III & Annual Delta Dental Max 50/50S/50: \$1,000 With Sealant Rider Class IV & Lifetime Max - 50: \$2,000 Employee and Eligible Dependents
Negotiated Life	\$25,000 AD & D Employee
Vision	VSP-2 Silver Employees and Eligible Dependents
Long Term Disability	66 2/3% Plan (same as above) Employee
Dependent Life	\$10,000/\$5,000 (spouse/child)

Employees electing MESSA-PAK Plan B (for eligible employees not electing health coverage) will be provided with \$300.00 monthly, in accordance with the District's Section 125 Plan, toward the purchase of MESSA options or an Employer-approved tax-deferred/tax-sheltered annuity, or cash for the period July 1, 2006 thru December 31, 2006.

3) The Employer shall provide employees with a Benefit Summary outlining insurance benefits and coverage.

B) Effective January 1, 2007 thru the duration of this agreement, the Employer agrees to provide premium contributions in accordance with provisions herein for each eligible employee and their eligible dependents for the following insurance benefits and coverage:

1) **Plan A** (for eligible employees electing health coverage)

Health	Blue Cross/Blue Shield Flexible Blue 2 Plan \$1,250 single/\$2,500 family calendar year deductible Flexible Blue Rx Plan Preventative Care Riders: FB-OSCM-24; FB-RM100 and FB-PC 500M; CI, PCD2 and PD-CM; XVA (See Schedule A – Benefits-at-a-Glance Summary)
Dental	Same as District’s Administrative Group
Vision	Same as District’s Administrative Group
Negotiated Life	Same as District’s Administrative Group
Dependent Life	Same as District’s Administrative Group
Long Term Disability	Same as District’s Administrative Group

The Employer shall deposit \$1,250 (single coverage) and \$2,500 (two person or family coverage) into the enrolled employee’s Health Savings Account (HSA) prior to January 1st of each calendar year for the duration of this agreement. The employee becomes the owner of the HSA funds when deposited by the Employer, and is responsible for using those funds in accordance with Internal Revenue Service rules and regulations. The financial institution receiving the HSA deposit will be designated by the Employer. The Employer will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card/checks to enrolled employees.

If the Internal Revenue Service determines that the minimum annual deductible amount must be increased beyond the amounts specified above, in order for the HSA to comply with IRS regulations, the Employer will be responsible for contributing the increased amount.

If the HSA is initially implemented at a time other than January 1, the Employer shall create and administer a Health Reimbursement Arrangement (HRA) from which the Employer shall satisfy the Blue Cross/Blue Shield Flexible Blue 2 Plan deductible for the remainder of the calendar year (i.e. until the HSA contribution is made the following January). In January of the next calendar year, the HSA will be implemented. The same arrangement will be made when an employee is initially hired other than at the commencement of a calendar year. The HRA plan will be administered by a Third Party Administrator selected by the Employer. Reimbursements to employees under the HRA shall be limited to the Blue Cross/Blue Shield Flexible Blue 2 Plan deductible amount and must be supported by documentation sufficient to meet IRS standards. Any unused funds in the HRA shall remain with the Employer.

2) **Plan B** (for eligible employees not electing health coverage)

Dental Same as District's Administrative Group

Vision Same as District's Administrative Group

Negotiated Life Same as District's Administrative Group

Dependent Life Same as District's Administrative Group

Long-Term Disability Same as District's Administrative Group

Employees electing Plan B (for eligible employees not electing health coverage) shall receive \$300.00 per month, in accordance with the District's Section 125 Plan, to be paid in cash or contributed to an Employer-approved tax deferred/tax sheltered account, for the period January 1, 2007 thru the duration of this agreement.

3) The Employer shall provide employees with a Benefit Summary outlining insurance benefits and coverage.

C) Other than the eligible employee's spouse, no other dependents will be covered beyond the age of 25. The enrollment of dependents under age 25 is subject to the rules and regulations set forth by the insurance administrators and insurance underwriters. This standard shall apply to all employees regardless of the date of hire.

The enrollment of other individuals other than those authorized above is permitted subject to the approval of the insurance administrator(s) and underwriter(s), provided the employee pays the monthly premiums.

D) Employees scheduled to work less than twenty (20) hours per week during the academic school year (September-June) shall not receive benefits. Employees scheduled to work twenty (20) hours per week, but less than twenty-six (26) hours per week during the academic school year (September-June) shall be considered half-time and shall receive \$500.00 per month in accordance with the District's Section 125 Plan. Employees scheduled to work twenty-six (26) or more hours per week during the academic school year (September-June) shall be considered full time and shall elect Plan A or Plan B.

E) For the period of July 1, 2006 to December 31, 2006, the Employer shall pay up to 115% of the actual total premiums for the period July 1, 2005 to June 30, 2006, for the described insurance benefits and coverage.

Effective January 1, 2007, the Employer shall pay 100% of the actual total premiums for the described insurance benefits and coverage for the duration of this agreement.

Any amounts in excess of the Employer contributions shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. The Employer agrees to make payment of insurance premiums for all eligible, covered employees to assure coverage for a full twelve (12) month period commencing July 1st thru June 30th of each school year during the current contract.

- F)** In the event an employee is laid off, current coverage will continue and premiums for the employee and his eligible dependents will be paid to the first date of the month next following thirty (30) days from the date the lay off became effective. In the event an employee experiences a reduction of hours, during the school year, significant enough to affect the level of current coverage, current coverage will continue and premiums for the employee and his eligible dependents will be paid to the first date of the month next following thirty (30) days from the date the reduction hours became effective.
- G)** For the period July 1, 2006 thru December 31, 2006, employees who do not qualify for insurance premiums paid by the Employer, may apply for payroll deduction to provide them insurance coverage as defined by this Article. For the period January 1, 2007 thru the duration of this agreement, employees not eligible for an HSA shall be enrolled in an HRA as described in B) 1).
- H)** In the event of the death of an employee, the above mentioned employee and family benefits premiums shall continue uninterrupted for the duration of the school year (July 1st through June 30th) of each year.

ARTICLE 35

SCHOOL CLOSINGS

Days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe weather, fires, epidemics, or health conditions as defined by health authorities, the following conditions will apply:

- 1) In the instance of a closure as defined above, all employees other than twelve (12) month employees, as defined in Article 23 (D), Working Hours, will be released with pay for the first two (2) closures each year and will not be required to make these days up.

Twelve (12) month employees reporting to work on the first two (2) closures each year shall receive one (1) additional vacation day for each of the first two (2) school closures. Twelve (12) month employees not reporting to work on the first two (2) closures will not receive additional vacation credit and will be subject to the provisions of Article 33, Vacation and Leave without Pay or Article 30 Sick Leave.

- 2) The Employer reserves the right to re-schedule employees to make up for lost days of student instruction under Article 36.

In the event the Legislature or Department of Education requires all such closure days to be made up, all closure days will be made up at no added cost to the District.

- 3) In the instance of a closure as defined above, Bus Drivers and/or Health & Safety Bus Aides and/or General Bus Aides reporting to work shall receive the minimum of one and one-half (1 ½) hours as “show-up” time due to the lack of prior school closure notification.

ARTICLE 36

CONFERENCES/WORKSHOP/TRAVEL EXPENSE

Requests to attend a conference or workshop are subject to prior approval of the Intermediate Superintendent and/or Administrative Supervisor, and relevant expenses incurred shall be processed and reimbursed in accordance with policies and procedures as set forth by the Intermediate Superintendent and the Board of Education.

Employees will be paid their current rate of pay based on their regularly scheduled daily hours.

Mileage shall be reimbursed at the current IRS rate.

ARTICLE 37

RELATED SCHOOL COURSES

- A)** The Employer agrees to pay fifty percent (50%) per semester hour of tuition costs for on and/or off-campus courses that are work-related as determined by the Administration and, further, the employee must have advanced administrative approval. The decision of the Administration is final and is not subject to the provisions of Article 8, Grievance Procedure.
- In the event the Employer requests an employee to take a specific course(s), one hundred percent (100) of the tuition costs will be reimbursed.
- B)** The Employer agrees to pay an employee the applicable rate of pay per hour including registration fees and mileage for attending Certified Bus Driving School or other related school courses as required by the Employer, excluding required courses for an employee attempting to meet qualifications for the purpose of job bidding as provided by Article 18 or bumping as provided by Article 15 of this Agreement.
- C)** The Employer will not reimburse the cost of continuing education or training for employees who possess bus driver certification, but who have not driven in any capacity for the District within the previous two (2) fiscal years.

ARTICLE 38

COMMERCIAL/CHAUFFEUR DRIVER'S LICENSE

The Employer agrees to reimburse certified bus drivers for the cost of a commercial driver's license. The Employer will not reimburse the cost of commercial driver's license renewals for employees who possess bus driver certification, but who have not driven in any capacity for the District within the previous two (2) years.

The Employer agrees to reimburse employees who participate in community-based instruction programs the cost of a chauffeur license.

ARTICLE 39

PHYSICALS

All physicals, tests, or other examinations that are required by the Employer for the employee, shall be paid by the Employer. The physician and/or medical provider shall be chosen or approved by the Employer.

The Employer will not reimburse the cost of a physical examination or a drug and alcohol test for employees who possess bus driver certification, but who have not driven in any capacity for the District within the previous two (2) fiscal years.

ARTICLE 40

SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union upon mutual consent of both parties.

They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 41

SUCCESSOR CLAUSE

In the event that the Mason-Lake ISD shall be annexed, consolidated, or otherwise reorganized with one or more other Intermediate Districts, the Board shall take such reasonable steps to assure the continued employment of its employees where possible.

ARTICLE 42

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 43

CLASSIFICATION AND RATES

The following rates of pay per hour shall be paid for each classification in accordance with the seniority from the date of last hire with the Employer pursuant to Article 12, (C) :

CLASSIFICATIONS:

1. Bookkeeper/Payroll Clerk
2. Secretary
3. Receptionist/Clerk/Typist
4. Physical Therapy Assistant
5. Para-Professionals/Health Care Aides
6. Custodians
7. Bus Drivers
8. Health & Safety Bus Aides/General Bus Aides
9. Media Courier

EMPLOYEES HIRED PRIOR TO AUGUST 1, 1995

% INCREASE ON BASE	PERCENTAGE INDEX	BASE	1.01	1.02	1.03	1.04	1.05
	YEARS BASED ON HIRE DATE	1-5	6-10	11-15	16-20	21-25	26+
Base	2005-2006	17.98					
2.00%	2006-2007	18.34	18.52	18.71	18.89	19.07	19.26
2.50%	2007-2008	18.80	18.99	19.18	19.36	19.55	19.74
2.50%	2008-2009	19.27	19.46	19.66	19.85	20.04	20.23

EMPLOYEES HIRED AFTER AUGUST 1, 1995

% INCREASE ON BASE	Years Based Hire Date	BASE		
		1-5	6-10	11-15
Base	2005-2006	12.98		
2.77%	2006-2007	13.34	13.52	14.71
3.45%	2007-2008	13.80	13.99	15.18
3.41%	2008-2009	14.27	14.46	15.66

BUILDING SECURITY WAGE SCALE – All Classifications

% INCREASE ON BASE	PERCENTAGE INDEX YEARS BASED ON HIRE DATE	Base	1.01	1.02	1.03	1.04	1.05
		1-5	6-10	11-15	16-20	21-25	26+
		2005-2006	9.01				
2.00%	2006-2007	9.19	9.28	9.37	9.47	9.56	9.65
2.50%	2007-2008	9.42	9.51	9.61	9.70	9.80	9.89
2.50%	2008-2009	9.66	9.76	9.85	9.95	10.05	10.14

NEW HIRE WAGE SCALE

	START	6 MONTHS	1 YEAR
2006-2007	12.34	12.84	13.34
2007-2008	12.80	13.30	13.80
2008-2009	13.27	13.77	14.27

ARTICLE 44

VOLUNTARY SEVERANCE PLAN

The District reserves the right to establish Voluntary Severance Plan without negotiating with the Union with respect to the contents of the Plan. Any disputes involving the Plan are subject to review through the procedures established by the district within the Plan and are not subject to the grievance procedure set forth herein.

ARTICLE 45

PAYROLL DEDUCTIONS

Any amounts owed by an employee for insurance benefits or attributable to overpayments in salary and/or benefits, shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

ARTICLE 46

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by the District and the Union. The waiver of any breach, term or condition of the Agreement of either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 47

TERMINATION AND MODIFICATION

- A)** This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2009. The parties shall enter into negotiations on or about sixty (60) days prior to the expiration date.
- B)** If the total revenues of the Mason-Lake Intermediate School District are reduced by ten percent (10%) or more than received in the 2005-2006 school fiscal year, the Employer may re-open negotiations on wages effective in the second year of the Agreement by serving written notice upon the Union. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages to become effective July 1, 2006, for the second year of this Agreement as setforth by Article 43. The same conditions shall apply to the third year of this Agreement (July 1, 2008). Notification of negotiations will be given by certified mail no later than July 1st for the subsequent years of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this ____ day of _____, 2006.

FOR THE UNION:

Jeanine Petersen
Chapter Chairperson

Mary Ann Pieske
Chapter Steward

Linda Papes
AFSCME Negotiation Team

FOR THE EMPLOYER:

Sandra Rybicki
Board President

James Dittmer, Chairperson
AFSCME Committee

Jeanne Oakes
Intermediate Superintendent

Cindy L. Gleason
Human Resources Director