

# **A G R E E M E N T**

BETWEEN

THE BOARD OF EDUCATION OF THE  
MENOMINEE AREA PUBLIC SCHOOLS

AND

THE MENOMINEE SCHOOL EMPLOYEES  
LOCAL #2075

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

**EFFECTIVE: JULY 1, 2008**

**TERMINATION: JUNE 30, 2011**

**REOPENER: MAY 1, 2009**  
**MAY 1, 2010**

"It is the school district's policy not to discriminate on the basis of gender, religion, race, color, national origin, age, height, weight, marital status, disability or retaliation in education programs, activities or employment."

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A G R E E M E N T  
Between The  
MENOMINEE AREA PUBLIC SCHOOLS  
And The  
MENOMINEE SCHOOL EMPLOYEES  
CHAPTER OF LOCAL

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This Agreement entered into the 1<sup>st</sup>. day of July, 2008, by and between the Menominee Area Public Schools, hereinafter called the District, and the Menominee School Employees Local #2075, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

ARTICLE 1  
RECOGNITION

Employees Covered:

Section A. 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 as all full time and part time custodians/matrons, mechanics/maintenance (Division I) and all part time bus drivers (Division II)

Section B.

As hereinafter defined

1. Full Time Employee: An employee who is regularly scheduled to work the full day on a permanent daily basis (eight (8) hours per day/forty (40) hours per week/fifty-two (52) weeks per year.)
2. Part Time Employee: An employee who is scheduled to work less than a full day on a regularly scheduled basis but not on a permanent basis (fifty-two (52) weeks per year.)
3. Substitute Employee: An employee who is hired for a limited period which shall not exceed twenty (20) consecutive working days. This period will be extended in individual cases upon mutual agreement by the school district and the Union. Such employees shall not be subject to Article 3 and, unless otherwise provided, shall have no rights under this Agreement. In the event such employees are continued beyond their twenty (20) working day period or extended period as agreed, they shall be reclassified as a Probationary Employee for an addition ten (10) working pay period on the job assigned, and shall be subject to the terms of Article 3, effective from their last date of hire with the district, and Article 7, effective with the last date of reclassification. The Union will be notified of all such reclassifications. Substitute employees shall not be used to circumvent Article 14 and 19.
4. Temporary Employee: An employee who is scheduled to work a specific assignment, for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition previously agreed to by the Union and management.

ARTICLE 2  
AID TO OTHER UNIONS

Section A. 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 purpose of undermining the Union.

ARTICLE 3  
UNION SECURITY: AGENCY SHOP

Section A. Full time employees and part-time bus drivers covered by this Agreement at the time it becomes effective, and those who are not members at the time this Agreement becomes effective, shall be required, as a condition of continued employment, to continue membership or become members of the Union or pay a sum equal to dues required for membership, for the duration of this Agreement. Employees who are not members at the time the Agreement becomes effective shall commence payment thirty (30) calendar days after the effective date of this Agreement.

1. The Union shall notify an employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge will be filed with the District in the event compliance is not effected. A copy of said letter shall be sent to the District.
2. If the employee fails to comply, the Chapter Chair of the Union may file and must sign charges in writing with the District, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The District, only upon receipt of said charges and request for termination, shall conduct an investigation on said charges. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
4. Failure of an employee of the unit to pay a monthly service fee toward the administration of this Agreement, shall be recognized as reasonable and just cause for discharge by the District.
5. The discharge of an employee for failure to pay Union dues or agency shop fees shall not be subject to the grievance procedures.

Section B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required, as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the 30th. calendar day following the beginning of their employment in the unit.

Section C. The Union shall indemnify and save the District, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits, and/or other forms of liability, including back pay and all court or administrative agency costs that may arise of, or by reason of, action taken by the District for the purpose of complying with any and all provisions of Article 3 of this Agreement.

Article 3 Continued:

Section D. The employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination must be given both the employer and the Union.

Section E. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the employer to rely upon and to honor certifications by the secretary/treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

Section F. Representation fee check-off The employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the employer herein (see "K"), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.

Section G. The amount of such representation fee will be determined as set forth in Article 3-A of this contract.

Section H. Remittance of Dues and Fees When deductions begin: check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month and each month thereafter.

Section I. Remittance of dues to financial officer: deductions for any calendar month shall be remitted to the designated officer of Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington, Lansing, Michigan, 48906, with a list of names of all employees from whom deductions have been made, no later than the fifth day of the month following the month in which they were deducted.

Section J. The employer shall also indicate the amount deducted and notify the Union of the names of employees who, through a change in their employment status, are no longer subject to deductions.

Article 3 Continued:

Section K. Authorization Form

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues;

OR

An amount equivalent to monthly Union dues, which is as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in established behalf of Local \_\_\_\_\_.

BY: \_\_\_\_\_

Last Name (Print)	Initial	First Name
Address	Zip Code	Telephone
Department		Classification
Signature		Date

ARTICLE 4  
STEWARDS AND ALTERNATE STEWARDS

Section A. The Union shall be represented by three (3) stewards. The designated steward shall represent all the employees working in that representative department. The stewards shall be employees with at least one (1) year of seniority. One (1) steward shall be called the Chief Steward.

Section B. The Union will furnish the District with the names of its stewards by not later than February 15th. and such changes as may occur from time to time in such personnel so that the district may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing. Until the district has received written notice from the Union, it shall not be required to deal with such employees purporting to be representatives.

Article 4 Continued:

Section C. It is understood that grievance problems shall be handled at times other than when the employee is at work. In the event, however, in the handling of a grievance it becomes necessary for the steward to leave his work, he shall first obtain permission from his supervisor or principal. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible; they must not leave their work stations unattended, and this privilege will not be abused. Any alleged abuse will be grounds for disciplinary action and/or the discontinuation of the above-mentioned privilege by said individual.

Section D. If the steward is required to go into another building other than his own in the handling of a grievance, the principal at both buildings (or all buildings involved) must be notified and permission received; permission will be granted provided that it does not interfere with or interrupt or affect normal work or school operations or assigned duties. It is the responsibility of the above-mentioned steward to report to the building principal before their conference with any employee. If, in the opinion of the principal or the immediate supervisor of the Union member, such Union activity is interfering with classroom activity or assigned duties, such Union activity must be discontinued immediately.

Section E. Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling Union matters, affairs, or grievances unless specific permission, in writing, has been granted by the supervisor or principals. Such permission shall not be unreasonably withheld. Violation of this provision may require the termination of the recognition of such steward.

Section F. Neither the Union nor any of the officers nor any steward nor any other representative or employees, shall advise or direct employees to disregard the instructions of supervisors.

Section G. Steward representation shall be as follows:

- One (1) for Custodians
- One (1) for Mechanics/Maintenance
- One (1) for Bus Drivers

One of the above stewards shall be appointed the Chief Steward.

ARTICLE 5  
GRIEVANCE PROCEDURE

Section A. A grievance is defined as an alleged violation of a specific article of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following Grievance Procedure.

Article 5 Continued:

Section B. Step One - Within fifteen (15) working days of the time a grievance occurs or within five (5) working days after he returns to work, an employee will present the grievance to his immediate supervisor in an effort to resolve the matter informally. An individual employee shall have the right at any time to present his own grievance to the employer 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, and the bargaining representative has been given the opportunity to be present at such adjustment. Either party may call for a special conference at this step prior to being obligated by the time limits of Step Two.

Section C. Step Two - If the grievance is not resolved informally in Step One, the employee, with the steward, will reduce the grievance to writing and present the grievance to the immediate supervisor or his designee for his written answer. The written grievance shall be on a form provided by the employer and must be filed within five (5) working days after the date of the supervisor's oral answer in Step One. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee and the Union Steward. The supervisor or his designee will give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Section D. Step Three - If the grievance is not resolved in Step Two, the Chief Steward may, within five (5) working days after the answer in Step 2 is due, appeal the grievance to the administrative assistant in charge of business. The appeal shall be in writing and shall be signed by both the employee and the Chief Steward.

The Administrative Assistant in charge of business shall give his written answer to the Chief Steward with a copy to the Chapter Chair within five (5) working days after receipt of the Union Appeal.

Section E. Step Four - If the grievance is not resolved in Step Three, the Chapter Chair may, within five (5) working days after the answer in Step Three, appeal the grievance to the Board of Education.

The appeal shall be in writing and shall be signed by both the employee and the Chapter Chair.

The committee appointed by the Board of Education shall render a decision within fifteen (15) working days after the appeal has been received by the Board.

Section F. Step Five/Arbitration - If the Union is not satisfied with the Board of Education's answer to a grievance and the grievance has been fully processed through, and according to the terms of the grievance procedure, the Union may appeal the grievance to arbitration.

In appealing the grievance to arbitration the moving party shall, within twenty (20) working days of the receipt, by certified mail, to the school district's notice of action, file a Demand for Arbitration with a copy to the school district, with the Federal Mediation and Conciliation Service, according to the rules and regulations governing labor arbitration. The demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section or subsection allegedly violated, and shall be signed by the Union's business agent, or his/her designee.



Article 5 Continued:

The cost for services of the arbitrator, including per diem expenses, shall be paid in a ratio of 60% by whom the arbitrator deems in error and 40% by the other party. All other expenses shall be born by the party incurring them, and neither party will be responsible for the expenses of witnesses called by the other.

If the arbitration process is canceled by one party or the other, the party canceling will be responsible for all fees, of the arbitrator incurred to date, unless both parties agree to share the expense. Any other expenses will be the responsibility of the party incurring them.

Section G. Powers of the Arbitrator - It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and section of this Agreement:

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage scales or change any wage.
3. He shall have no power to change any practice, policy, or rule of the employer, nor to substitute his judgement for that of the employer as to the reasonableness of any such practice, policy, rule, or any action taken by the employer. His powers shall be limited to deciding whether the employer has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
4. He/she shall have no power to decide any question which under this Agreement, is within the responsibility of the employer to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act or proceed until the matter of arbitrability has been determined by the arbitrator. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Section H. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the employer, if the decision is within the scope of the arbitrator's authority as set forth above. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any other means, attempt to bring about the settlement of any grievance.

Section I. Claims for Back Pay - The employer shall not be required to pay back wages more than fifteen (15) working days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.

Article 5 Continued:

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section J. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall be processed based on the prior Agreement.

Section K. The Union agrees that the grievance procedure set forth above shall constitute the sole and exclusive remedy for resolving alleged violations of this Agreement, and accordingly, neither it, nor employees in the bargaining unit, will institute or initiate legal proceedings alleging a contractual violation of this Agreement.

Section L. Time Limits - Any grievance at any step not answered by the employer within the time limits shall be deemed settled on the basis of the Union's last demand.

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

ARTICLE 6  
DISCHARGE AND DISCIPLINE

Section A. The School District, acting through the Operations Supervisor, Superintendent or his designee, may discipline any employee for just and proper cause. Disciplinary action may consist of an oral reprimand, written reprimand, suspension, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, and the employee's record will be considered. Disciplinary action, other than suspension or discharge, will be taken within ten (10) working days after the Employer's awareness of (or the time the Employer should have been aware of) the events upon which such discipline based.

Section B. Notice of Discharge or Discipline. The employer agrees promptly, upon the discharge or discipline of any employee, to notify, in writing, the steward in the district of the discharge or discipline.

Section C. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward for a period of fifteen (15) minutes 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 employer or his designated representative will discuss the discharge or discipline with the employee and the steward after working hours.

Section D. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a grievance shall be presented in writing, through the steward, to the employer within six (6) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within six (6) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure.

Section E. Use of Past Record. In imposing any discipline on a current charge the employer will not take into account any prior infractions which occurred more than three (3) years previously.

## ARTICLE 7 SENIORITY

Section A. Probationary Employees - New employees hired into the unit shall be considered as probationary employees for the first thirty (30) consecutive working days of their employment. In extenuating circumstances the parties may meet and confer in an attempt to agree on extending or waiving the probationary period. During the probationary period the employer shall have the sole right to discharge, discipline, transfer, demote or lay off said employee for any reason except for Union activity.

The district may, after consulting the employee's steward and/or chapter chairman, place a probationary employee on a second probationary period, during which time marginal performance will be evaluated. The second probationary period shall encompass the employee's next thirty (30) consecutive working days. Notice of the second probationary status shall be made, in writing, to the employee upon the completion of his/her initial probationary period.

At the end of the probationary period, employees shall be placed on the seniority list as of the first day worked. Employees starting work on the same day shall have seniority determined by their last name in alphabetical order.

Section B. Probationary employees shall be considered as terminated rather than laid off, in the event of a reduction in work force. There shall be no requirement for the employer to rehire. In the event they are rehired at a later date, they shall then be treated, for all purposes of this Agreement, as new employees.

Section C. Seniority is defined as length of continuous service to the school district, within the bargaining unit, as of the employees last date of hire and as otherwise specifically controlled by other sections of this Article (7). Seniority shall be used to determine the employee's relative rights with respect to the applicable conditions set forth in this agreement.

## ARTICLE 8 SENIORITY LISTS

Section A. Seniority lists will show the names, last employment date, and job classification of all employees of the unit entitled to seniority.

Section B. A tentative seniority list shall be provided to the employer by the Chapter Chair by February 1 of each year. The School District will provide notice to the Chapter Chair and the Chief Steward of new employees as they become permanent employees. After consulting with the Administrative Assistant on the appropriateness of seniority placements, and prior to March 1 of each year, the Union will post the seniority list in each building for a thirty (30) calendar day posting period. Protests shall be made in writing, shall specify the basis of the claim, and shall be filed with the Chapter Chair and the Administrative Assistant. Failure to enter a protest as described above constitutes acceptance of the list as correct. Corrections to the list will not necessitate a new thirty (30) calendar day posting period. Updated lists shall be made available to the department director upon request.

ARTICLE 9  
LOSS OF SENIORITY/TERMINATION

Section A. An employee shall lose his/her seniority for the following reasons only:

1. He/she retires.
2. He/she quits.
3. He/she voluntarily moves to substitute employee status.
4. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
5. He/she is absent for three (3) consecutive working days without notifying the district. A notice which is acceptable will be leaves of absence, sick leaves, jury duty, personal business days, funeral leave and maternity leave taken according to the terms of this Agreement.
6. 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.
7. If an employee gives a false reason for a leave of absence or engages in other employment during such leave, except as authorized by the District.
8. A Division II employee does not notify the transportation supervisor, in writing, upon request by the District, no later than June 30th. of each school year, of his/her intent to return to work for the following school year.
9. Return from sick leave and leaves of absence will be treated as five (5) above.

ARTICLE 10  
WORK WEEK: HOURS/SHIFTS

Section A. The normal work week for full-time employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, forty (40) hours per week. Shifts can be changed by mutual consent of the employer and the Union or for reasons beyond the control of the employer. The employer will inform the Union as soon as practical noting the reasons for the change. During the month of July, employees may work four (4) 10-hour shifts per week, as long as one employee is working on every non-holiday.

Section B. When school is forced to be closed because of unavoidable conditions such as bad weather, breakdown of equipment, etc., all Division I employees are expected to report to work. Unless prior permission to remain away from work is granted, all time lost will be deducted from the employee's pay, as absent without pay. Under the above conditions, failure to report to work due to circumstances beyond the control of the employee (example: accident, act of God, etc.), shall not be grounds for disciplinary action.

Section C. When school is closed because of unavoidable conditions such as bad weather, breakdown of equipment, etc, all Division II employees are not required to report to work if so notified. Division II employees will be compensated at their normal rate of pay for the first four such days. Days required to be made up to fulfill current state law, Division II employees will be compensated at their normal rate of pay.

ARTICLE 11  
LAYOFF DEFINED

Section A. Layoff constitutes a reduction in the working force due to economic necessity or a decrease of work.

Section B. If it becomes necessary for a layoff, the following procedure will be used:

1. Probationary employees covered by this Agreement will be laid off on an employer-wide basis.
2. Seniority employees will be laid off according to seniority, provided such employees are qualified to perform the work of laid off employees. Skill and ability shall be considered in determining qualifications.

Section C. Employees to be laid of for an indefinite period of time will have at least seven (7) calendar days notice of layoff except for causes not under control of employer. The Chapter Chair shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

Section D. In the event of a layoff, involuntary transfer of assignments and adjustments to work assignments may be made. Such transfers and adjustments shall not result in a reduction of pay and hours.

Section E. If the run of a seniority driver is eliminated, the least senior driver shall be laid off, subject to the terms and conditions of this Agreement, and the seniority driver affected shall be assigned to the open run. If the seniority driver chooses not to accept the assignment, said driver may revert to a substitute status for a time equivalent to his/her seniority and have first option, by seniority, should a run acceptable to the person open within this seniority time limit.

ARTICLE 12  
RECALL PROCEDURE

Section A. When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address on file in the school district's office by certified mail, return receipt requested. If an employee fails to report for work within seven (7) working days from the date of postmark of the notice of recall, he/she shall be considered a quit.

It is understood that it is the employee's responsibility while on layoff, to keep the School District informed, in writing, of his or her current address.

Section B. An employee on layoff shall be eligible for recall and seniority benefits from the date of termination of employment for a length of time equal to the employee's length of seniority with the unit as an employee of the District.

ARTICLE 13  
TRANSFERS

Section A. If an employee is transferred to a position under the employer not included in the bargaining unit, and within six (6) months is transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section B. The employer agrees that in any movement of work not covered above in "A" he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 14  
JOB POSTING AND BIDDING PROCEDURES

Section A. A vacancy shall be defined as a job opening, relative to unit work not previously existing in the district, or a job opening created by the termination, promotion, or transfer of unit personnel.

Vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted within five (5) working days of the date the vacancy occurs, except in the event the employer determines not to fill the vacancy. In which case the Union will be notified, in writing within the five (5) day period. The vacancy will be posted for a period of five (5) working days, setting forth the requirements for the position, in a conspicuous place in each building. The position shall be awarded or denied within ten (10) working days after the posting period when possible.

Employees applying for vacancies in skill positions (mechanic and maintenance) will be awarded said position on physical capability, and ability to perform the work. Providing physical capability, and ability to perform the work are relatively equal, seniority shall govern.

The senior employee applying for custodial vacancies and Division II vacancies, who meets the requirements will be awarded said position.

The applicant selected for the above positions shall be granted a trial period to determine:

- (1) His/her desire to remain on the job.
- (2) His/her ability to perform the job.

Such trial period shall be for a period of thirty (30) working days, except in cases where Division II employees are awarded positions within their current classification, where such trial period shall be for a period of ten (10) working days.

During the trial period, an employee shall have the opportunity to revert back to his/her former classification. If at any time during this trial period it is deemed that the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the employer, with a copy to the Steward and the employee shall return to his previous position.

Article 14 Continued:

If no employee from inside the unit is qualified for the position, the district may thereafter hire from outside of the unit.

Section B. Whenever an employee transfers from one division to another, said employee shall carry their seniority as follows:

Bus Driver to Mechanic/Custodian I and II: Each driver shall carry their total accumulated hours from date of hire, to transfer date. Said hours shall be computed on the basis of 2,080 hours equals one year of seniority (prorated hours.)

Division I and Division II: Each Division I employees that transfers to Division II will carry 100% of seniority. All benefits enjoyed as a Division I employee will be forfeited if the employee remains in Division II after completion of the 30 working day trial period. This section will have no bearing on the employee's seniority for the purpose of retirement. A former Custodian, transferring back to Division I shall regain original custodian seniority, plus prorated Division II hours earned (seniority.)

Section C. During the trial period, employees will receive the rate of pay for the job they are performing in accordance with their seniority.

Section D. Part-time bus drivers shall be notified of openings available in the unit during the summer by mail.

Section E. When full-time or part-time positions within the unit become available, the supervisor shall send a copy of said posting to Chapter Chair and Chief Steward.

Section F. Once a division II employee has posted into a new position or if he/she reverts back to his/her old position, then said employee shall not be allowed to post into another position for ninety (90) calendar days except in the event the employee is increasing the number of scheduled hours to be worked or changes classifications.

ARTICLE 15  
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE 16  
LEAVE OF ABSENCE

Section A. Leaves of absence without compensation for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

1. Serving in any appointed position, public or union.
2. Illness leave (physical or mental.)
3. Prolonged illness in immediate family.
4. Educational leave.

Such leave may be extended for like cause.

Section B. Employees shall accrue seniority while on leave of absence as specified in Section "A" above, in accordance with the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

Section C. Members of the Union elected to attend a function of the council or international union, such as conventions or educational conferences, shall be allowed time off without compensation to attend such conferences and/or conventions. Such leave, however, will be restricted to one employee per classification/division, and building.

Section D. Employees may be entitled to apply for a short term leave of absence without pay for a period appropriate to the circumstances to be determined by the administration. Such leave shall be granted at the discretion of the employer. Requests for such leave shall be submitted and granted, in writing, to the immediate supervisor. This paragraph shall not be subject to the grievance procedure.

Section E. An employee who gives false reason for leave shall be disciplined up to and including discharge.

Section F. Jury Duty/Subpoenas- An employee who reports for jury duty, or is required to respond to a subpoena on behalf of the employer, will be paid the difference between the employees pay for jury duty, or subpoena appearance, and his/her regular pay for the scheduled hours missed.

Section G. Funeral Leave - All full time and part time employees shall be allowed three (3) consecutive working days with pay 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-parent, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law grandparents and grand-children, or a member of the employee's household. Funeral leave will not be flagrantly abused. Any employee selected to be a pallbearer for a deceased employee or blood relative will be allowed one (1) funeral leave day (not in addition to the 3 days above) with pay, not to be deducted from sick leave.

Section H. Personal Business

1. A full time employee shall be entitled to two (2) days personal business leave per contract year (non-accumulative.) Except in case of emergency, employees will provide adequate advance notice.



Article 16 Continued:

2. All part-time employees who are regularly scheduled shall be entitled to receive two days personal business leave per contract year (non accumulative). Except in case of emergency approved by the supervisor, 24 hour notice is required.
3. Such leave shall be used for matters which cannot be scheduled outside regularly scheduled hours of work and shall be made in writing through the Operations Supervisor, at least one (1) week in advance and shall include the reason for the request.
4. It is understood that it is not the intent of personal business leave to extend a vacation, holiday or weekend.

Section I. Sick Leave/Absence in Case of Personal Illness

1. All full time employees absent from duty on account of personal illness shall be paid their full salary, not to exceed twelve (12) days during any one full year (July 1st. through July 1st.), excepting when additional sick days have been accumulated in the employee's sick bank. When an employee wishes to utilize sick leave, the employee will call in to make the request, except in cases of extenuating circumstances.
2. "Up to four (4) days of an employee's annual twelve (12) sick days (Division II, may use 4 of annual 5) may be used by the employee for the serious illness of a member of his or her immediate family. "Immediate Family" means the employee's own spouse, child, or dependent. "Serious Illness" means illness that requires the services of a physician. These days may be used for a member's parents if they have used all personal business days."
3. The total unused portion of the sick leave may accumulate to one hundred and twenty five (125) days. One (1) sick leave day shall be added to each full time employee's sick leave bank upon completion of one (1) full month of employment by the employee, not to exceed twelve (12) days per year.
4. A summary of each employee's sick leave accumulation and expenditure shall be prepared and reported no less than thirty (30) days after the close of each contract year (June 30th.) All adjustments shall be made at this time.
5. The district reserves the right to require proof of personal injury or sickness by a doctor's certificate when returning from a sick leave.
6. A new employee shall not be credited with sick leave until he completes his probationary period.
7. An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his paid sick leave, will be granted a leave of absence, without pay, by the district for the duration of his illness, not to exceed one (1) year. Request for such leave shall be made in writing to the department supervisor.
8. An employee granted such unpaid leave shall not be eligible for fringe benefits, accrue retirement, vacation or sick leave, during the period of such leave and upon return from such leave shall be entered on the salary schedule at the step and classification as the employee held at the date the leave commenced.

Article 16 Continued:

9. All part-time bus drivers, regularly driving an established run, shall entitled to receive five (5) paid sick leave days during the school year established by the Board of Education, on the basis of accumulating one-half(1/2) day for each full month worked. For persons working less than a full school year, accumulated days shall be prorated to the nearest half (1/2) day based upon the number of full months worked.

The total unused portion of the sick leave may accumulate to thirty-five days.

10. All part-time custodians absent from duty on account of personal illness shall be paid their full salary, based on their regular work schedule, not to exceed five (5) days during any one full year, (July 1<sup>st</sup>. through July 1st.). Such days may not be carried over from year to year.

11. Employees with at least one year of seniority who use four (4) or less sick leave days in any contract year will receive a bonus in accordance with the following scale and payable on the 1st. pay period of the new contract year:

Division I Employees.....	\$200
Division II Employees.....	\$200

Section J. Childbirth/Child Care Leave:

1. A childbirth leave without pay, but with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, and as covered under Article 17, Section I, may be granted, for a period of up to six (6) weeks, or as otherwise certified by a physician. The employee requesting such leave shall file her request, in writing, five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position as long as she desires.

2. A child care leave of absence, without pay or fringe benefits, may be granted for a period of up to one (1) year, at the will of the Board of Education, upon the recommendation of the Superintendent, for the purpose of infant child care. This leave may be requested as an extension of leave time following expiration of the childbirth leave. A further extension of a child care leave or a second leave of absence may be granted at the discretion of the Board of Education. Such leave request shall not be unreasonably withheld.

3. While an employee is granted a childbirth leave and an infant child care leave of absence, she/he shall retain the following employment rights held by her/him before such leave was granted.

a. The same wage schedule as held when the childbirth leave was granted.

b. The same seniority as held at the start of the leave of absence.

4. An employee on a child care leave of absence must give written notice to the Superintendent of Schools by April first (1st.) of the year the leave expires, of her/his intention to return or resign, unless an extension of leave or a new leave has been granted. Failure to furnish such written notice shall constitute a notice of resignation.

Article 16 Continued:

5. Re-employment shall be dependent upon an opening for which the employee is qualified. In the event there is no opening, the employee shall be given priority for substitute work, if she/he so desires.

ARTICLE 17  
UNION BULLETIN BOARDS

Section A. Bulletin boards in each building may be used by the Union for posting notices of the following types:

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

ARTICLE 18  
RATES FOR NEW JOBS

Section A. When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the job description and rate are proper, it shall be subject to negotiation. Any new rate agreed to by the parties shall be retroactive to the date the job was first awarded.

ARTICLE 19  
TEMPORARY ASSIGNMENTS

Section A. Temporary assignments for the purpose of filling vacancies of employees who are absent because of illness, on leave, vacation, etc., will be granted to the senior employee who meets the requirements and has the ability to perform said job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. Employees filling temporary vacancies which include premium pay shall receive premium pay. Employees filling temporary vacancies that do not include premium pay, regardless if that employee received premium pay in his/her previous position, shall not receive premium pay.

Section B. A temporary assignment for replacing employees who are on vacation will be given to the Maintenance II employee, to the extent that his job description allows. The Maintenance II rate of pay shall be paid for all hours worked and shift premiums shall be awarded. Assignment of the Maintenance II employee to a temporary assignment shall be confirmed in writing.

ARTICLE 20  
SAFETY COMMITTEE

Section A. A safety committee of union and employer representatives is hereby established. This committee shall be made up of equal numbers of union and employer representatives and shall meet at

Article 20 Continued:

a mutually agreeable time and place at the call of either party. The purpose of the committee is to make recommendations to the employer of unsafe working conditions, employee work habits, and other potential hazards to the employees, students, or school district. Recommendations shall be acted on by the safety committee first. Agreed to recommendations will be referred to the Superintendent. The Superintendent, or designee, shall notify the safety committee of their decision within ten (10) working days of receipt of the safety committees recommendations.

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ARTICLE 21

EQUALIZATION OF OVERTIME HOURS

Section A. Overtime hours for Division I employees shall be divided as equally as possible among employees in the same classification. For the purpose of equalization of overtime, all mechanics (both I and II) shall be considered one classification. All maintenance (both I & II) shall be considered one classification and will be equalized within their classification. Custodians shall be one classification and overtime will be equalized within their assigned buildings. The basis for computing the overtime rate shall be the regular straight time rate for the employees for the work week. Premium rates shall in no case pyramid one upon another. If an employee refuses overtime, such refusal shall be charged against his/her equalization.

Section B. It is understood and agreed that when an employee transfers into a new classification, he/she shall, but only for the purpose of computing future overtime equalization placement and for establishing a starting point, be considered to have the same or equal number of hours as the highest overtime use person in the classification.

Section C. It is further understood and agreed that upon an employee's return from a leave of absence, that such employee's position in the equalization of overtime list be in the same relative position to the high person as it was when the leave was granted.

ARTICLE 22

OVERTIME ASSIGNMENTS

Section A. Whenever a need for overtime arises, the employer shall offer said overtime in accordance with Article 21. In the event the overtime assignment is not filled, due to refusals of the assignment offer, the overtime assignment will be offered throughout the other employees with the affected classification by seniority. Should the assignment remain unfilled, and appropriate substitutes are not available to handle the overtime assignment, the overtime assignment shall be assigned to the employee with the least seniority in the classification.

Section B. Overtime requests involving the entire group, or a large group, of the custodial and maintenance personnel will be made by posting an "overtime announcement." The project, date, time, and minimum number of employees needed will be included. The overtime offer will be filled in accordance with Section A. above. Employees who can not work an "overtime announcement" large group project will notify the department director, in writing, a minimum of twenty-four (24) hours prior to the job, of their desire not to work. If a minimum of "all" employees are needed for a project, the union will be consulted and notification will be sent to the Chapter Chair.

Article 22 Continued:

Section C. Rate Computation. Employees who are required to report prior to the start of their normal shift for the purpose of performing work for the employer (snow removal, cleaning, etc.) shall be paid time and one-half for all time worked prior to their normal starting time as established by the school district.

In the event that an employee starts to work at his normal starting time and is required to work over and above his normal hours, said employee exceeds ten (10) hours in one day or forty (40) hours in one week, shall be compensated at time and one-half.

Work hours performed on Saturday which result in paid hours in excess of forty (40) paid hours within the immediate work week (Monday through Saturday), shall be paid at a time and one-half rate for those excess hours. Time off taken during the week (unpaid leaves of absence), shall not be considered as hours worked for any computation except continuation of seniority.

ARTICLE 23  
SHIFT PREMIUM

Section A. Employees who work on the second shift or third shift shall receive a shift premium in addition to their regular pay. This is reflected on Schedule "A" attached to this Agreement.

ARTICLE 24  
DOUBLE TIME

Section A. 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 this Agreement, in addition to holiday pay.

ARTICLE 25  
HOLIDAY PROVISIONS/CUSTODIANS

Section A. All full time seniority employees will be paid at straight time and, for the purposes of this Agreement, the term "Holiday" shall mean one of the following days:

- |                                      |             |
|--------------------------------------|-------------|
| 1. New Year's Day                    | One (1) Day |
| 2. Good Friday                       | One (1) Day |
| 3. Easter Monday                     | One (1) Day |
| 4. Memorial Day                      | One (1) Day |
| 5. July Fourth                       | One (1) Day |
| 6. Labor Day                         | One (1) Day |
| 7. Thanksgiving Day                  | One (1) Day |
| 8. Friday following Thanksgiving Day | One (1) Day |
| 9. Christmas Eve Day                 | One (1) Day |
| 10. Christmas Day                    | One (1) Day |
| 11. New Year's Eve Day               | One (1) Day |

Article 25 Continued:

Section B. Eligibility: The employee shall be eligible for holiday pay only if he works his last scheduled shift (eight (8) hours), prior to and his next scheduled shift (eight (8) hours) after such holidays. An employee shall not forfeit his holiday pay if absent due to the following conditions:

1. Absent from work due to a verified personal illness and on paid sick leave.
2. An employee is on vacation prior to or immediately following such holiday shall be subject to Article 25, paragraph "C".
3. An employee on Jury Duty (Article 17), Funeral Leave (Article 17), and Personal Business Day (Article 17), shall be eligible for holiday pay, but subject to the stipulations in each Article if all conditions of the Articles are met and he/she is on authorized leave.

Section C. If any of these holidays fall on a scheduled school day, the district and the Union shall meet to reschedule said holiday.

ARTICLE 26  
VACATION

Section A. The vacation year shall be July 1st. through June 30th., within which all vacations should be taken. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An individual's vacation time which cannot be approved within the vacation year due to a work scheduling conflict, shall be allowed to carry over into the first three (3) months of the next vacation year. Unused vacation days, at the discretion of the employee, up to a maximum of two (2) may be carried over to the next vacation year. The carried over days must be used within the first sixty (60) days of the new vacation year.

Section B. The parties agree to the following procedure on the assignment of vacations:

1. Requests for vacation during Deer Season shall not be made prior to July 1st.
2. Requests for vacation will be honored on a priority basis as determined by the date of the request.
3. If more than one request is made on the same date, seniority shall prevail.
4. No vacation shall be allowed during the five (5) working days before school begins in the fall, and the five (5) working days after school is out in the spring.
5. Employees must sign up for vacations a minimum of seven (7) calendar days in advance of the vacation dates requested.
6. Notwithstanding the above restrictions, vacation scheduling exceptions may be made if scheduling permits.

Article 26 Continued:

Section C. A full-time employee with regular appointment by the district, shall, on July 1<sup>st</sup>., be eligible for vacation with pay for continuous service prior to July 1<sup>st</sup>., in accordance with the following schedule:

1. Zero (0) years to one (1) year – pro rated vacation.
2. One (1) year but less than six (6) years completed – ten (10) days vacation.
3. Six (6) years completed – 11 days vacation; seven (7) years completed – 12 days vacation; eight (8) years completed – 13 days vacation; nine (9) years completed – 14 days vacation; ten years completed – 15 days vacation.
4. Eleven (11) years to fifteen (15) years completed – fifteen days vacation.
5. After fifteen (15) years completed add one (1) day vacation for each year of additional experience, up to a maximum of thirty (30) days for thirty (30) years experience (i.e., sixteen (16) years equals sixteen (16) days vacation, seventeen (17) years equals seventeen (17) days vacation, etc.)
6. The parties agree that the number of vacation days used during the school calendar year will be limited to not more than twenty (20) days.

Section D. Vacations will be taken in a period of consecutive days and may be split into one or more weeks, with the approval of the department director. When a holiday is observed by the district relative to this Agreement, the vacation will be extended one (1) day, continuous with the vacation, unless authorized otherwise by the department director.

If an employee becomes ill and is under the care of a duly licensed physician, prior to or during his vacation, and written verification is provided from the physician, the affected vacation days may be rescheduled.

Section E. Continuous years service prior to July 1<sup>st</sup>. determines the number of vacation days an employee is eligible to earn in a contract year. However, an employee clearly earns vacation days according to the amount of time he/she works during a contract year. Therefore, in the event an employee discontinues his/her employment prior to the end of the contract year, or is granted unpaid leave and has used a greater number than earned vacation days, the district has the right to deduct vacation days from the employees check or charge the employee for the overpayment.

ARTICLE 27  
PAY ADVANCE

Section A. If a regular payday falls during an employee's scheduled vacation, he may receive said payroll check in advance of the vacation, upon written request through the department director. The request must be made at least two (2) weeks prior to commencing said vacation.

Section B. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit accrued in the current calendar year.

Article 27 Continued:

Section C. Rate during vacation: Employees will be paid their current rate, based on their regular scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.

ARTICLE 28  
HOSPITALIZATION MEDICAL COVERAGE

Section A. The school district, upon acceptance of a written application, will provide hospitalization insurance coverage for all full time Division I employees under the following conditions: The District further agrees to establish a Section 125 Plan.

1. Single subscriber (self): The school district will contribute monthly, up to, but not to exceed 91% of the monthly premium.
2. Married employee who is supporting his or her spouse (self and spouse): The school district will contribute monthly, up to, but not to exceed 91% of the monthly premium.
3. Married employee who is supporting his or her family and spouse (self, spouse and children): The school district will contribute monthly, up to, but not to exceed, 91% of the monthly premium.
4. Single employee who is supporting his or her children (self and children): the school district will contribute monthly, up to, but not to exceed 91% of the monthly premium.
5. The employee will pay the remaining 9% of the applicable premium listed in 1-4 above.
6. Prescription Card \$10.00/20.00 employee pay.
7. In lieu of health insurance an employee would receive one of the following cash stipends as determined by which type of coverage he/she is eligible for:

Single: \$800

Two Member: \$1,800

Family: \$2,000

The cash stipend would be paid in two equal installments, one with the second payroll in October and the other with the second payroll in January. The cash stipend must be reported as income and appropriate taxes and state retirement would be deducted from the payment.

If an employee chooses this option during the district's open enrollment period, and later in the same year needs to implement the district's health insurance coverage, the employee may do so. However, the employee would need to reimburse a portion of the cash stipend received, on a pro-rated basis.

In order to avoid double hospitalization coverage, one spouse of a married couple working within the district may apply for hospitalization benefits, however, they may choose the best benefit package. Any changes in family status must be reported to the business office within thirty-one (31) days.

Section B. The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided in this Article - Section A, D and E. The failure of an insurance company to provide any of the benefits which it has contracted for any reason, shall not result in any liability to the school district or to the Union, nor shall such failure be considered a breach by either of them of any obligation under this Article.



Article 28 Continued:

Section C. Any employee working beyond their sixty-fifth (65) birthday, must, within three (3) months following their 65th. birthday, acquire Medicare, Parts A & B. Failure to acquire Medicare, Parts A & B coverage, shall result in loss of health insurance benefits.

The School District will contribute up to the monthly premium as specified in Article 29, Section A, toward the cost of a limited medicare supplement for active employees only, who are full-time custodians, etc. (Division I) within the district.

Section D. Life Insurance: The School District shall select an insurance carrier and commence paying the premium to provide term life insurance in the amount of \$10,000 to full-time Division I employees regularly employed in the school district.

Section E. The Employer reserves the right to seek proposals from other insurance carriers, however, it is understood that the benefits will remain substantially equivalent.

ARTICLE 29  
COMPUTATION OF BENEFITS

Section A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section B. Retirement: An employee, who retires after the equivalent of ten (10) years of active service to the school district, shall be eligible to receive Fifty Dollars (\$50.00) per full year of active service to the school district.

Retirement shall be defined as the discontinuance of active employment with the school district and proof that the employee will commence receiving retirement benefits from the Michigan Public School Employee's Retirement Fund during the calendar year from the date which the employee discontinues service with the school district.

ARTICLE 30  
TERMINATION AND MODIFICATION

Section A. This Agreement shall continue in full force and effect until June 30, 2011. The parties agree that this agreement will be re-opened for the purpose of negotiating wages only in 2009 and 2010, subject to the provisions of Section B and C of this Article. Retro to July 1, 2008 with pay in separate paycheck.

Section B. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) calendar days prior to the above termination date, give written notification of same.

Section C. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) calendar days written notice prior to the current year's termination date.

ARTICLE 31  
WAIVER CLAUSE

Section A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the district and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section B. Should any article, section or clause of this Agreement be declared illegal by any future legislation, state or federal, said article, section or clause shall be automatically deleted from this Agreement to the extent it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section or clause. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

Section C. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the district and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The district retains the exclusive right to manage the operations of the system and to direct the working force. In the exercise of its right, the district shall observe the provisions of this Agreement.

ARTICLE 32  
SPECIAL CONFERENCES

Section A. Special conferences for important matters will be arranged between the chapter chairman and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance 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 the conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. Members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the council and/or international union.

The Union representatives may meet on the employer's property for at least one-half hour immediately preceding the conference, the meeting room to be designated by the Operations Supervisor.

ARTICLE 33  
WORK PERFORMANCE/SUPERVISORS

Section A. For the terms of this Agreement, the operations supervisor shall be allowed to perform work of the bargaining unit members, provided in such performance of work, the above supervisors do not deprive any bargaining unit member of work, provided such employee is available and willing to perform such work.

ARTICLE 34  
NO STRIKE CLAUSE

Section A. The Union agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act #336, as amended by public Act #379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the district.

Section B. The district shall have the right to discipline, including discharge, any employees for taking part in any violation of this Article.

Section C. Violation of this Article by any employee or group of employees will constitute just cause for the imposition of discipline or penalties. The district, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to demand injunctive relief and damages against the Union.

Section D. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:

1. The Union will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.
2. Deliver immediately to the district, a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work.
3. Taking such other action which it deems reasonable and appropriate, to bring about compliance with the terms of this Agreement.

Section E. There shall be no liability for damages on the part of the Union if it promptly takes such action as indicated herein.

ARTICLE 35  
BOARD RIGHTS

Section A. The district, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States.

The exercise of its powers, rights, authority, duties and responsibilities by the district, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

Section B. Such rights shall include the following:

1. The right to manage the operation and to direct the working forces include, among other things, the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to improve or change operations and methods for economic purposes.
2. The executive management and administrative control of the school system.
3. The establishment and enforcement of district rules.
4. The assignment of work to employees, the scheduling of hours and shifts, the determination of the numbers and kinds of classifications to be established or continued, the number of employees in such classification as per this Agreement.
5. To hire all employees and to promote, layoff, transfer, discipline, or discharge and recall all such employees.
6. To determine the number, location or closing of its facilities.
7. To determine the financial policies, including all accounting procedures.

Section C.

1. The listing of specific rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, the rights of the employer not listed, and specifically surrendered herein, whether or not such rights have been exercised in the past.
2. Except as expressly prohibited in this Agreement, the determination and administration of school policy, and the operation and management of the schools is vested in the district.
3. None of the above rights shall abridge the rights of the Union as provided under Act #379, as amended.

ARTICLE 36  
MISCELLANEOUS

Section A. Employees shall be required to have a home telephone for school district communication and provide the district with the telephone number within sixty (60) calendar days as a condition of continued employment. The employee must make known to the employer his/her telephone number. In the event the phone number is unlisted the Employer agrees to maintain the confidentiality of that number.

Section B. Each employee covered by the terms of this agreement shall be provided with a non-transferable pass to admit the employee and spouse to Menominee Area Public Schools extracurricular athletic events.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed by their duly authorized representative.

FOR THE UNION:

\_\_\_\_\_  
President, Local #2075

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Negotiating Team, Local #2075

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Negotiating Team, Local #2075

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
A.F.S.C.M.E. Representative

APPENDIX A  
CLASSIFICATIONS AND RATES

Effective July 1, 2008

<u>Division I</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 3 Years*</u>
Part Time Custodian	10.17	10.17	10.17
Full Time Custodian	11.60	12.76	14.70
Mechanic/Custodian #1	12.64	13.79	15.95
Mechanic/Custodian #2	12.08	13.23	15.40
Maintenance/Custodian #1	12.64	13.79	15.95
Maintenance/Custodian #2	12.08	13.23	15.40
Lead Mechanic	Additional Amount	\$762 per year	
Lead Maintenance	Additional Amount	\$762 per year	
Head Custodian	Additional Amount	\$1,782 per year	

\*All employees hired prior to July 1, 1999, shall be paid at the after three (3) year rate except Division II employees transferring to Division I, who shall begin being paid at the starting rate.

Shift Pay

Second and Third Shifts                      \$.30/hr.

Tool Allowance

Each mechanic and maintenance employee shall receive \$100.00 per contract year for the purpose of purchasing tools, said payment shall be made on the 1st. payroll of each contract year. Receipt required.

Clothing Allowance

Each mechanic and maintenance employee shall receive up to \$100.00 per contract year toward the purchase of above the ankle safety shoes. Receipt required.

Mileage Rate

Employees required by their supervisor to use their personal automobile in the course of their work shall receive a car allowance equivalent to the current allowable IRS rate. The method of reporting mileage driven is to be determined and authorized by the supervisor.

Asbestos Compensation

Employees who are required to work as part of an asbestos abatement team or are required by the Employer to be trained to work with asbestos, shall, receive in addition to their regular rate plus any premium an additional five dollars (\$5.00) per hour for all hours engaged in such activity.

APPENDIX A Continued:

Prescription Safety Glasses

Maintenance/Custodians and Mechanic/Custodians shall be entitled to up to a maximum of one hundred seventy five dollars (\$175.00) every two years which shall be paid to the provider named by the district for the purpose of purchasing prescription safety glasses.

Phone Allowance

Each Division I employee is expected to have a working cell phone with them at all times, and inform their supervisor of their phone number. The district will provide a \$14/month premium, payable in a separate check on the first of July pay date.

APPENDIX B  
CLASSIFICATION AND RATES

<u>Division II</u>	Effective	July 1, 2008	
<u>Section A.</u>	<u>Start</u>	<u>After</u> <u>1 Year</u>	<u>After</u> <u>3 Years*</u>
Part-time Bus Drivers	13.77	14.97	16.38

\*All employees hired prior to July 1, 1999, shall be paid at the after three (3) year rate.

Extra Trips (portal to portal, i.e. field trips, athletics, etc.)

Driving Time                      11.78

Extra Trips as defined above, in which no daily runs are missed, shall be paid portal to portal at the Extra Trip Driving Time rate. (This does not apply to overnight trips.)

or Minimum Amount                      22.15

SECTION B.

1. Part-time bus drivers who are eligible to work will be paid their hourly rate, except in cases where extra work trips (athletics, field trips, etc.) are contracted by the drivers and their supervisor.

2. Overnight trips, involving more than twenty-four (24) hours time out shall be paid at the rate specified for "Extra Trips" above, per hour, for actual driving time, plus Seventy-Five Dollars (\$75.00) per twenty-four (24) hour period per diem, plus meals and lodging. Time out of less than eighteen (18) hours in a twenty-four (24) hour period shall be pro-rated. Such trips shall not be subject to layover time pay.

APPENDIX B Continued:

3. The district agrees to pay all costs of bus drivers maintaining eligibility, including hourly rate, while in attendance at such required schools or testing facilities required by the State Board Of Education. The hourly rate will be paid for the travel time when the required distance traveled is in excess of eighty (80) miles.
4. A certified eligible part-time bus driver who drives extra bus trips on Saturday and/or Sunday will be paid at the regular rate for such trips as outlined in Schedule A-2 (Section A, above.)
5. Division I custodians, driving a bus scheduled to be driven by a Division II driver, will be paid at the Division II rate for that bus trip.

APPENDIX C  
LETTER OF UNDERSTANDING

It is mutually agreed between the parties that when bus driving is required during regular school hours by custodians or maintenance personnel it will be done on a voluntary basis. If there is an insufficient number of employees to volunteer, then the Operations Supervisor shall assign the job to employees on a rotating basis, starting with the least senior employee.

It is further agreed that Division I employees will not be discharged or disciplined for their inability to pass the physical examination required of all bus drivers.

It is agreed that the district will provide, through the district's approved physician, a physical examination. The district will pay for the employee's commercial drivers license.

Division II Employees are responsible to maintain individual eligibility to drive a bus. These requirements are set forth by the Michigan Department of Education, or as set forth by the district. Division II Employees must present the necessary up-to-date requirements to the Director of Transportation of the Menominee Area Public Schools at the start of each school year, before commencing work. Unsatisfactory certification may result in termination of employment. Such termination will not be subject to the grievance procedure.

The Employer shall pay the full cost of the commercial driver license exam one (1) time per each licensing period for any employee the Employer requires to drive bus.

APPENDIX D  
LETTER OF UNDERSTANDING  
REGARDING EXTRA BUS TRIPS

The parties agree to the following procedure on the assignment of all extra bus trips, (such trips shall be subject to the conditions of Appendix B-4, if applicable.)



APPENDIX D Continued:

1. The employer shall provide two (2) sign up times (for one (1) week following the "pre"school drivers' meeting, and during the last full week of January) during the year so that bus drivers who desire extra bus trips shall indicate so by signing the list provided by the employer. New drivers who are on probation, or are hired after the extra trip sign up period, may enter the extra trip list at the end of their probationary period and will be placed at the bottom of the list as of their date of sign up. Exception may be made for emergency situations. Extra trips scheduled between school buildings and/or within the community during the regular school day, or for approved activities (such as track practice, football team transport, etc.) may be driven by custodians at the custodian's regular rate of pay; and each round trip shall be compensated at the rate of one dollar (\$1.00).
2. Employees who refuse three (3) consecutive extra bus trips shall be removed from the list and not be allowed to reapply until the next sign up time. The only refusals that shall not count toward the three (3) listed above are those necessitated due to funeral leave, sick leave and/or approved leaves of absence. It is further understood that employees signing up again shall be placed at the bottom of the existing list.
3. Definition: A "regular" driver, for purposes of this Agreement, shall be a driver who drives on a scheduled daily basis.
4. Employees who have signed up for trips on the same day, may trade such trips on the same day, upon mutual agreement between the employees and authorization by the supervisor. Such trades will generally not be allowed if the trade would increase the cost of the trip or remove a kindergarten driver from their assigned run.
5. Employees wishing to be placed on a kindergarten run sub list shall make their desire know to the transportation supervisor at the start of the school year. Employees wishing to be placed on the list will be required to learn all of the rural runs within the first two (2) full weeks of school. Run opportunities shall be offered on a rotating basis. Employees refusing run opportunities three consecutive times will be removed from the list. The only refusals that shall not count toward the three (3) listed above are those necessitated due to funeral leave, sick leave and/or approved leaves of absence. Employees remaining on the kindergarten run sub list for the entire school year without being removed shall receive on the last pay period of the school year a \$75 bonus.

APPENDIX E  
GOVERNMENT PROGRAM WORKERS

The employer and the union shall negotiate on a case by case basis on the employment of government program workers, excluding summer student help and funded student program workers, as to such employee's prior to their beginning employment within the district. It is further understood that none of the above named employees shall be used as replacements for any full time or part-time employees.

APPENDIX F  
LETTER OF AGREEMENT  
RE: DIVISION II EMPLOYEES PERFORMING  
SUBSTITUTE CUSTODIAL WORK

It is mutually agreeable between the parties that the District will allow Division II Employees to perform substitute custodial work in the district according to the following provisions:

1. Division II employees will have the opportunity to sign up for substitute custodial work during one designated time period each contract year.
2. A loose system of rotation will be allowed.
3. The district will be allowed to include non-union subs up to 50% (minimum of 3) Division II employees in the rotation.
4. Division II employees may not perform substitute custodial work during the time period when they are scheduled for extra bus trips or Kindergarten runs.
5. The district is not compelled to offer substitute custodial work to Division II employees if the work assignment creates an overtime situation.
6. Division II employees performing substitute custodial work will be paid at the District's substitute custodial rate of pay.
7. It is understood that for the term of this agreement, that in Appendix C, paragraph 1, a loose rotation is acceptable.

The terms and conditions of this Letter of Agreement may be grieved up through Step 4 of the enclosed grievance procedure, but cannot be advanced to arbitration.

APPENDIX G  
LETTER OF AGREEMENT  
RE: DUES CHECK OFF/P.E.O.P.L.E. CHECK OFF

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the 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.