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# **AGREEMENT**

**between**

**West Branch-Rose City Area Schools  
Board of Education**

**and**

**United Steelworkers, AFL-CIO•CLC  
on behalf of Local Union 15095-01**

**July 1, 2012  
to  
June 30, 2013**

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## AGREEMENT

This Agreement is entered into this first day of July, 2012, by and between the West Branch-Rose City Area Schools Board of Education (hereinafter referred to as the "School Board" or "Board") and the United Steelworkers, AFL-CIO•CLC, on behalf of the Local Union No. 15095-01 (hereinafter referred to as the "Union").

### ARTICLE I RECOGNITION

The School Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages, hours and other terms and conditions of employment for the following employees:

1. Clerk
2. Secretary
3. Food Service
4. Custodial
5. Mechanic
6. Bus Service Person
7. Bus Driver
8. Maintenance
9. Paraprofessional working twenty (20) hours a week.
  - a) Paraprofessionals who meet the twenty (20) hour a week requirement and who were employed for less than twenty (20) hours a week prior to December 1, 2010, must complete six (6) months of service with District .
  - b) Paraprofessionals hired after December 1, 2010, must complete one (1) year of service with District and meet the twenty (20) hour a week requirement.
  - c) All Paraprofessionals not receiving health, dental, and life insurance benefits prior to December 1, 2010, must work thirty (30) hours to be eligible.
  - d) Paraprofessionals who were receiving benefits i.e. health, dental, and life insurance prior to December 1, 2010, will continue to do so.
  - e) Paraprofessionals currently employed by District will establish seniority rights based on date of entry into bargaining unit.
10. Dispatcher
11. Parking Lot Attendant
12. Data Entry
13. Maintenance and Transportation Support Staff Crew Leader

The Superintendent's secretaries, Administrative Secretary, Bookkeeper, Assistant Bookkeeper and all supervisory and executive personnel are excluded.

**ARTICLE II**  
**UNION MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS**

- A. Any employee who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.
- B. Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his/her employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.
1. In the event an employee does not wish to become a member of the Union or sign a dues check-off card, he/she may refuse, without being in violation of Paragraph B, provided that on the thirtieth (30th) day after signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee check-off authorization form authorizing the deduction of service fees equivalent to the initiation fee, assessments and periodic membership dues uniformly required of all Union members.
  2. In the event an employee refuses to comply with Paragraph B or B1, he/she shall be subject to discharge only after official notice from the International Union.
- C. The Board agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union; or in the event the employee has signed a service fee authorization in accordance with B and B1, the Board agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made from each pay.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Treasurer of the Union, at the address he/she designated, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- D. Newly hired employees will be given a Union authorization card or a service deduction card and the Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any.

Responsibility for signing the card rests with the newly-hired employee and the Local Union.

- E. The Union agrees to indemnify and save the Board harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Union or for the purpose of complying with any provision of this Article.

### **ARTICLE III MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Michigan, and of the United States, except as are limited by specific and express provisions of this Agreement. Such rights include:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law; to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- C. The exercise of the foregoing powers, rights, authority and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.
- D. The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- E. An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Accountability Act.

In the event that Emergency Financial Manager provision is declared unlawful, it will be stricken from this Agreement.

## ARTICLE IV SENIORITY

### **Section 1. Definitions**

Seniority shall be by non-interchangeable occupation groups as designated by the employees' classification. Seniority is hereby defined as a length of continuous employment in the service of the Board by non-interchangeable group after completion of a probationary period.

The agreed-upon occupational groups are:

1. Clerk
2. Secretary
3. Food Service
4. Custodial
5. Mechanic
6. Bus Service Person
7. Bus Driver
8. Maintenance
9. Paraprofessional
10. Dispatcher
11. Parking Lot Attendant
12. Data Entry
13. Maintenance and Transportation Support Staff Crew Leader

### **Section 2. Job Postings**

- A. The Board of Education will determine whether and when a job opening exists. All job openings in the bargaining unit shall be posted for seven (7) working days on bulletin boards at West Branch, Rose City, Ogemaw Heights and the Bus Garage, and shall be awarded within ten (10) working days after the closing date of the posting, based on seniority, qualifications, and physical ability. All postings shall state the hours of work, number of hours, hourly wage rate, the specific description of the job and the building. Employees may be assigned to other areas within a building due to a vacancy or other circumstances on a temporary basis. No employee should sign a job posting unless he/she is physically and mentally able to assume the duties of the job within thirty working days.
- B. Employees shall sign for the posting at any appropriate place specifically stated on the posting. The Union shall receive a copy of all postings and awards.
- C. Summer Positions: Summer positions shall be posted and awarded to bargaining unit personnel in accordance with Article IV, Section 2, Paragraph A.
- D. Probation

New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The sixty (60) days probationary period shall

be accumulated within not more than one (1) year. A substitute working continuously for one (1) year or more is entitled to waive the sixty (60) day probationary period and receive full wages if management decides to hire him/her. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.

**PROBATIONARY EMPLOYEES ARE NOT ENTITLED TO PAID TIME OFF OR INSURANCE BENEFITS.**

E. Representation of Probationary Employees

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment as set forth in Article I of this Agreement. The Board shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

**Section 3. Accrued Seniority**

An employee awarded a job in another group shall have the date he/she begins working in the new group as his/her seniority date in that new group. His/her accrued length of service (seniority) in his/her old group shall remain, but no further accrual in the group shall be earned. An employee displaced from his/her group may use his/her accrued length of service (seniority) in any other group to secure a job according to the provisions of this labor agreement.

Employees transferring from one group to another must meet the minimum requirements and serve a four (4) week trial period. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee and the employee shall be returned to his/her previous position.

**Section 4. Layoff / Recall**

Seniority shall be the primary basis for determining the order of layoff and recall within the non-interchangeable occupational group. Any employee laid off may exercise seniority within the occupational group to be placed in any position within that group for which he/she is qualified, excluding only upward bumps to Head Cook which is exempt, but with the understanding that lateral bumps within this classification will be allowed.

Any laid off employee will be recalled to work at full pay and benefits within his/her non-interchangeable occupational group when another employee within the same group is on an approved unpaid leave of absence or Workers' Compensation which exceeds two (2) weeks if the employer decides to fill the position. At the expiration of such leave, the low senior employee will again be returned to lay-off status. Seniority adjustments will occur for both employees involved (the employee on an approved unpaid leave and the employee being recalled into the position).



## **Section 5. Termination**

An employee shall lose his/her seniority for the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
3. He/she fails to return to work within ten (10) working days after the issuance by the Administration of notice of recall by registered or certified mail to the last known address of such employee as shown on the Administration's records.
4. He/she is absent from work more than three (3) consecutive days without advising the Administration and giving satisfactory reasons to the Administration for such absence.
5. He/she overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified.
6. He/she retires.
7. Employee is laid off for a continuous period of two (2) years.

## **Section 6. Accumulation of Seniority**

Seniority shall not accrue to employees on a personal leave of absence after the first thirty (30) days of such leave.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **A. Definition**

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been as to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement.
2. Grievances of the employees of the West Branch-Rose City Area Schools shall be presented and adjusted in accordance with the following procedures covered in the Agreement.

B. The following steps will not prevent any individual employee from presenting a grievance to the Supervisor and having the grievance adjusted, without intervention of the bargaining representative. A copy of all grievances must be given to the President of the Local Union. If the adjustment is not consistent with the terms of the collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to institute a grievance or to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. Failure to answer a grievance within the specified time limit shall result in automatic appeal to the next step. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Time limits shall exclude Saturdays, Sundays, and days considered as holidays per Article XIV.

Step 1: The employee with a grievance shall discuss the grievance informally with the immediate supervisor within five (5) working days of the alleged violation, with the assistance of a Committee person at the employee's option. If the matter is not resolved within five (5) working days after the discussion, the following step may be taken by the employee.

Step 2: In the event that the matter is not resolved informally, the employee shall present the grievance in writing, within five (5) days, with the assistance of a committee person, at the employee's option, to his/her immediate supervisor. If a grievance is filed by a custodian, the school principal, or his/her representative, will also be in attendance. The immediate supervisor shall file a written decision with the Union within five (5) working days after he/she receives the written grievance as herein before specified.

Step 3: If the above answer is not satisfactory, the Union may appeal the grievance to the Personnel Committee to be heard within five (5) working days of receipt of such answer. The Personnel Committee shall consist of two (2) members of the Board of Education, as appointed by Board President, the School Superintendent, and two (2) members of the Local Union being the President and Vice President accompanied by the International Staff Representative. The grievant shall also be present. Both sides may call witnesses upon request. The Superintendent of Schools will render a decision on the grievance within five (5) working days.

Step 4: If the grievance is not settled at Step 3, the Union may file a demand for binding arbitration with the American Arbitration Association not later than fifteen (15) days from receipt of the Superintendent's answer in Step 3. The Union must also serve the Employer with a copy of this demand within the 15-day time period. The American Arbitration Association will be used in the selection of the arbitrator, and the rules of the American Arbitration Association shall likewise govern the conduct of the arbitration proceeding.

- D. The conference, discussions and/or meetings in the Grievance Procedure shall be scheduled at a time when there is no disruption of normal scheduled routines and duties.
- E. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, not shall he/she consider his/her function to include the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modified, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification (whether by addition or subtraction) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion, such decision is fair or equitable or because in his/her opinion, it is unfair or inequitable.

- F. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation of the merits.
- G. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrations shall be constituted for each grievance appealed to binding arbitration.
- H. The Arbitrator may make such investigation as he/she may deem proper and may, with the joint consent of the Union and the Board, hold a hearing and examine the witnesses of each party, and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. Within thirty (30) days after the close of the hearings, or the date established for filing post hearing briefs if so desired by either party. The Arbitrator shall issue the decision, which shall be final and binding.

I. Cost of Arbitration.

The fees and expenses of the Arbitrator, the cost of transcripts (if such may be requested by the Arbitrator), and the cost of the room shall be borne equally by the Union and the Board. All other expenses incurred shall be paid by the party incurring them.

J. Discharge and Discipline Cases.

In the event a member of the unit shall be discharged from his/her employment, the Union will be immediately notified, in writing, of such discharge. In all cases of discharge, a grievance, if any, must be filed in writing within ten (10) working days of the receipt of the notice of discharge provided in the above paragraph.

Any employee or group of employees who are called into any office for the purpose of discipline may request the presence of the Chairman of the Grievance Committee or other Committee person and such requests shall not be denied by the Board. Normally employees will not be disciplined or given any reprimand in the presence of students or employees (excluding grievance committee members).

Should the need for discipline arise, the Board agrees that the intent of the discipline will be to correct the employee. In determining discipline, the Board shall not consider verbal or written warnings which were issued more than twelve (12) months prior to the current penalty.

## ARTICLE VI LEAVES

### Section 1. Maternity Leave

Maternity leave shall be treated as paid time off, making the doctor in attendance the authority for leaving and returning to work.

### Section 2. Paid Time Off

- A. The paid time off herein described is to be used for the purposes agreed to. Misuse of paid time off shall be cause for disciplinary action. Throughout this section, paid time off will be referred to as PTO.
1. School year and extended school year employees (i.e., food service, clerical, secretarial, bus service persons, bus drivers, paraprofessionals, dispatcher, parking lot attendant, and data entry) shall be credited with eleven and one-half (11 ½) PTO days on July 1<sup>st</sup>. Any new employee will have PTO days pro-rated from date of hire to July 1<sup>st</sup> of the following year. Employees who have exhausted their PTO time in a given year (July 1-June 30) will be required to make a request to the Superintendent, in writing, for additional time off. Such requests will need to state the date(s) and the reason for the absence. Requests approved by the Superintendent will be unpaid. Upon exhaustion of PTO time due to long-term illness, an employee will not accrue a negative balance into the next year with doctor verification. Credited days on July 1<sup>st</sup> will be calculated in hours based on average hours worked the previous year.
    - a) An additional half (½) day of PTO will be credited to each of these employees who work a minimum of two (2) weeks during the month of August. Anyone working over two (2) weeks during the month of August will be credited with a full day of PTO.
    - b) EXCEPTION: Employees on Workers' Compensation will be considered as working for the purpose of crediting PTO. In no event shall an employee receive more than eleven and one-half (11 ½) PTO days for the period of Workers' Compensation.
  2. Twelve-month (year-round) employees shall be credited with fourteen (14) PTO days on July 1<sup>st</sup>. Any new employee will have PTO days pro-rated from date of hire to July 1<sup>st</sup> of the following year. Employees who have exhausted their PTO time in a given year (July 1-June 30) will be required to make a request to the Superintendent, in writing, for additional time off. Such requests will need to state the date(s) and the reason for the absence. Requests approved by the Superintendent will be unpaid. Upon exhaustion of PTO time due to long-term illness, an employee will not accrue a negative balance into the next year with doctor verification. Credited days on July 1<sup>st</sup> will be calculated in hours based on average hours worked the previous year.
    - a) EXCEPTION: Employees on Workers' Compensation will be considered as

working for the purpose of crediting PTO. In no event shall an employee receive more than fourteen (14) PTO days for the period of Workers' Compensation.

3. Non-medical PTO days shall be arranged with the supervisor at least two (2) days in advance, unless an emergency situation arises and is approved by the supervisor. Reasonable restrictions may be imposed on PTO days immediately before or after a holiday, vacation period, or the first day of deer season.
4. Maximum PTO accumulation allowed is 832 hours. At the end of the fiscal year, any PTO hours above 832 hours will be paid at the employee's current rate of pay.
5. Any bargaining unit member who has completed fifteen (15) years of service to the District and whose employment with the District is severed due to retirement shall receive a payment equal to 20% of the individual's hourly rate multiplied by the total accumulated hours of PTO. Any bargaining unit member who has completed thirty (30) years of service to the District and whose employment with the District is severed due to retirement shall receive a payment equal to 50% of the individual's hourly rate multiplied by the total accumulated hours of PTO.
6. Any bargaining unit member, whose employment with the District is severed due to death, shall have a payment equal to 40% of their hourly rate for unused PTO days paid to their beneficiary.

B. Unpaid Illness Leave

Upon exhaustion of PTO, an unpaid illness leave, for physical or mental condition(s), supported by a written statement which includes a projected return to work date from the employee's doctor may be granted. Such request shall be in writing to the Superintendent. The request may be granted. If granted, the unpaid leave shall not exceed one (1) year, although further extensions may be requested. An employee returning from an illness leave must notify the Superintendent as to the employee's availability as soon as practical, but no later than thirty (30) days prior to the expiration of the leave. An employee returning within twelve (12) months of the beginning of the leave shall return to the same position, otherwise the employee will return to the first available position in the occupational group(s) within which the employee has seniority. Only during the first year of an illness leave shall the employee continue to accrue seniority and have insurance benefits provided on the same basis as though the employee had been working his/her regular schedule. After one (1) year, the employee shall be responsible for all insurance expenses and shall have his/her seniority frozen. A vacant position that needs to be filled due to an employee's illness leave projected to be less than one (1) year, will be filled by a substitute employee during the first year of the leave, and will be filled on a permanent basis thereafter. A vacant position that needs to be filled due to an employee's illness leave projected to be more than one (1) year will be filled on a permanent basis. Bargaining unit members will be considered first for any long-term substitute and/or permanent positions.

### **Section 3. Family Illness Leave**

In case of serious illness in the employee's immediate family, (as defined in Article VI, Section 4, Funeral Leave) up to ten (10) days per year to be deducted from PTO.

### **Section 4. Funeral Leave**

Employees shall be granted paid leave of up to three (3) days, not to be deducted from PTO, in case of a death in the immediate family. Immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, son-in-law, or daughter-in-law, and grandparents. An Employee will be granted one (1) day, charged to the employee's PTO, to attend the funeral of other relatives or for someone other than family members. An Employee may take additional unpaid time for travel to and from a funeral or to attend to matters associated with the death in the immediate family, upon the approval of the Superintendent, or his designee in the absence of the Superintendent.

### **Section 5. Jury Duty and/or Subpoenaed Witness**

The Board will pay the make-up pay difference between jury duty or subpoenaed witness pay and the employee's regular daily rate for a maximum of thirty (30) days per year for those days when the employee serves on jury duty or as a subpoenaed witness and is, therefore, absent from work.

### **Section 6. Unpaid Leaves**

- A. Leaves of absence without pay may be granted for a period not to exceed one (1) year upon written request to the Superintendent without loss of seniority for:
  - 1. Education Leave to any regular employee working at least seven (7) hours per day. Notification shall be at least one (1) month before leave is to begin.
  - 2. General Leave to any regular employee working at least seven (7) hours per day. Notification shall include purpose of leave, when the requested leave is to begin, and the date of return. When a position needs to be filled due to an employee on general leave, the position shall be filled on a permanent basis.
- B. Employees returning from a leave of absence must notify the Superintendent no later than thirty (30) days prior to the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit.
- C. The employee will return to the first available position in the occupational group(s) within which the employee has seniority.

### **Section 7.**

Written requests for leaves will be either approved or denied in writing to the employee with a copy sent to the Union.

## ARTICLE VII OVERTIME

- A. Employees who actually work in excess of forty (40) hours in one week will be paid at a rate that is one and one-half (1 ½) times their regular hourly earnings for those hours in excess of forty (40). Holiday and vacation time will count as part of the forty (40) hours worked during a particular week.
- B. Employees who are required to work on Sundays or holidays shall receive double their normal rate for all hours worked on such days.
- C. There shall be no pyramiding of overtime or premium pay.
- D. There shall be no split shifts worked by any group except bus drivers and dispatchers.
- E. Shifts which start no earlier than 12:00 p.m. on Sunday evening shall be paid at straight time.
- F. The parties subscribe to the principle of distribution of overtime by equalization of hours rather than by seniority.
- G. Employees working a seven (7) to eight (8) hour shift shall not have their shift adjusted to avoid the payment of overtime if the employee works one-half (½) hour or more either prior to the start of their shift or past the end of their shift.
- H.
  - 1. Overtime/extra time will first be offered to employees within the affected occupational group and building. (Extra time is defined as time above and beyond regular work schedule.) Extra time is not to exceed forty (40) hours and shall be offered to occupational group within building and then to said group outside building.
  - 2. Employees within the affected occupational group who have signed up for overtime consideration will be called next.
  - 3. Overtime/extra time will next be offered to bargaining unit members, who are on the pre-approved sub list, outside of said classification with the approval of management.
  - 4. Employees desiring to be considered for overtime/extra time within their occupational group both within and outside of their building will sign up at the beginning of each school year. Separate lists will be maintained for employees within the building and those outside of the building. When no employee is available to fulfill overtime/extra time opportunities within a building, the list of employees outside of the building will be used. The first time through the list, employees will be offered overtime/extra time on the basis of seniority. Thereafter overtime/extra time offers will be distributed by equalization of hours principle.
- I. There will be a Sunday overtime list for the purpose of maintaining equalization of hours principle for double time.

- J. Overtime for bargaining unit employees will be recorded in hours on a weekly basis with the initial rotation based upon seniority (most senior person first). Each week, the rotation will be established based upon the previous week's earning of overtime.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1. Work Schedule**

The parties agree that employees who work a regular forty (40) hour week shall be scheduled so that such work shall be completed in five (5) consecutive days for the purpose of receiving straight time or overtime pay. Before any reduction in hours of work, the Union shall be notified and meetings will be arranged to discuss the matter.

Employees working a scheduled six (6) hour shift and less than seven (7) hours, shall receive a paid relief period of fifteen (15) minutes midway through their shift. Employees, working a seven (7) to eight (8) hour shift, shall have a paid relief period of fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift.

### **Section 2. Lunch Period**

Employees on seven (7) to eight (8) hour-per-day work schedules will have a one-half (½) hour unpaid, uninterrupted lunch period approximately midway through their work day.

## **ARTICLE IX NON-EROSION**

It is agreed that non-unit personnel will not be used to erode the bargaining unit.

## **ARTICLE X TEMPORARY TRANSFERS**

- A. When it is necessary for an employee to be temporarily transferred for a period of ten (10) days or less to a classification paying a higher rate for a full shift or more, the employee shall receive that rate provided he is essentially performing the duties of the job.
- B. If a regular employee is pulled off his/her regular job to substitute for another regular employee (such as, a paraprofessional is pulled off his/her aide job and substitutes as a secretary), he/she will be paid the higher of the two rates, not including longevity pay of person who is replaced.
- C. If a regular employee is not scheduled to work and substitutes for another employee (such as, a bus driver between runs substitutes for a paraprofessional), he/she will be paid the rate of the position/group subbing in, not including longevity pay of person who is replaced.
- D. Once an employee has been transferred to a temporary position, has worked for thirty (30) days in that temporary position, the employee is entitled to PTO and holiday benefits that are appropriate to the temporary position.



## **ARTICLE XI CALL-IN PAY**

Any employee who arrives at work without having been properly notified or without the employer's Designee making a reasonable effort to properly notify the employee that there will be no work shall receive a minimum of four (4) hours pay at the regular hourly rate, except in cases of labor disputes or other conditions beyond the control of the Administration.

EXCEPTION: Bus Drivers shall receive pay for the regularly scheduled time of their first route of the day when impacted by this Article, rather than for four (4) hours.

Urgent call in: When an employee is called by supervision to come to work in an urgent situation, if he/she accepts that call in, he/she will be credited two (2) hours plus any additional time needed to complete the task, with the exception of snow plowing. This does not include scheduled overtime or Article XI Call-in Pay.

Extra hours at the end of the shift will not be considered as being eligible for call-in pay.

## **ARTICLE XII VACATIONS**

- A. Vacation eligibility will be prorated based upon time spent in the classification.
- B. Employees who are employed for fifty-two (52) weeks per year and have completed at least one (1) full year of service shall be allowed two (2) weeks vacation with pay.
- C. Employees who are employed for fifty-two (52) weeks per year and have completed at least five (5) full years of service shall be allowed three (3) weeks vacation with pay.
- D. Employees who are employed for fifty-two (52) weeks per year and have completed at least ten (10) full years of service shall be allowed four (4) weeks vacation with pay.
- E. Secretaries and clerks on an extended school year Contract (less than 52 weeks) who have completed at least one (1) full year of service shall be allowed seven (7) days per year vacation with pay. Vacations must be applied for in writing and must be approved by the Administration.
- E. Vacations must be applied for in writing seven (7) days in advance of the requested time off and must be approved in writing within three (3) working days by the Administration.

### **ARTICLE XIII UNIFORMS**

Custodians, cooks, mechanics, and maintenance employees will be furnished uniforms for their use after they have been employed sixty (60) working days in the School District. Five (5) uniforms will be provided for their use their first year and two (2) additional ones each succeeding year of their employment. Maintenance employees will be provided with five (5) uniforms per year. The cost of cooks' uniforms shall not exceed fifty dollars (\$50.00) per uniform. Mechanics will be furnished six (6) uniforms per week. Employees will be required to wear uniforms while on duty.

Bus service persons shall be allowed up to one hundred dollars (\$100.00) annually for shoes and/or protective clothing, i.e. coats, hats, gloves, rain gear, etc.

### **ARTICLE XIV HOLIDAYS**

- A. All employees who have worked sixty (60) working days or more shall receive the following holidays with pay provided they meet all eligibility rules:
  - 1. Employees who request and are granted a day off without pay, a vacation day, or PTO immediately preceding or following a holiday and who work the other day either immediately following or preceding the holiday shall receive pay for the holiday. Employees who work the day immediately preceding or following the holiday shall receive pay for the holiday.
- B. New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.
- C. Should a holiday fall on Saturday, Friday shall be considered as a holiday; and should the holiday fall on Sunday, Monday shall be considered as the holiday, provided there is no school in session.
- D. When a holiday falls during an employee's regular vacation period, they shall receive an additional day of vacation.

## **ARTICLE XV INSURANCE**

### **Section 1. Hospitalization Benefits**

The Board shall provide to employees the health and the vision benefits as contained in the Blue Cross/Blue Shield Simply Blue 500 Plan with a \$500.00/\$1,000.00 deductible. The prescription rider will be a \$15.00/\$30.00/\$60.00 co-pay. Employees will also have the option to choose the Simply Blue HSA 1250/2500 deductible plan with a \$5/\$25/\$50 prescription co-pay.

### **Section 2. Payment Guidelines**

- A. Employees hired prior to June 30, 2007, who regularly work less than three (3) hours per day, are eligible for health benefits at no cost to the district.
- B. All benefits in the contract will be based upon a seven (7) hour work day. Employees scheduled to work less than seven (7) hours will have their benefits prorated.
- C. Employees hired after July 1, 2007, must work a minimum of thirty (30) hours per week to qualify for health benefits
- D. For the monthly health care premiums employees working 35 hours and above are responsible for any portion of the premium payment which exceeds the hard cap guidelines.
- E. Employees hired after July 1, 2007, who work less than 35 hours per week but more than thirty (30) hours per week will have their premium prorated. Employees are responsible for any portion of the premium payment which exceeds the hard cap guidelines as well as the prorated amount.
- F. In calculating the number of hours worked, only those hours that are earned by employees recognized by this agreement as listed in Article I shall count toward being eligible for health benefits. Hours accrued by recognized Steelworker members in Article I from other non-Steelworker positions may not be counted. Only those employees receiving benefits as of June 30, 2012, by combining hours in this manner will be allowed to continue this practice and will be grandfathered in.
- G. Employees eligible for health care benefits may choose an annual \$1,800.00 cash in lieu of medical benefits payment, distributed over twenty-one (21) pays.

### **Section 3.**

So long as an employee was hired prior to July 1, 1982, and maintains continuous employment, he/she will receive credit for no less dollars applied toward hospitalization benefits than those received in 1981-82 or would have been eligible to receive based on regular hours worked on the first workday in November, 1981.

#### **Section 4.**

With regard to medical coverage: Employees' contributions will not be increased for any employee hired prior to July 1, 1982, and maintaining continuous employment based on the hours worked the first workday in November 1981. In short, if you paid \$40.00 per month for a couple, then you will not have to pay more than the \$40.00 per month during the life of the Agreement. Also, you might pay less if your hours were increased. By the same token, if your hours were decreased to four (4) hours, you would then go back to the \$40.00 amount.

#### **Section 5. Life Insurance**

The District will provide, at no cost to the employees, thirty thousand dollars (\$30,000) term life insurance with AD&D.

#### **Section 6.**

Employees with three (3) years or more of seniority shall have their health insurance premiums paid for by the District for three (3) months beyond the premium period in which the employee no longer draws PTO. Employees with less than three (3) years of seniority shall have their health insurance premium paid for by the Board of Education for one (1) month beyond the premium period in which the employee no longer has any PTO. Employees are responsible for any portion of the premium payment during this period which exceeds the hard cap guidelines.

#### **Section 7. Dental Insurance**

The Board shall provide the MESSA Dental Care Program (Delta Dental Plan C) for all employees of the bargaining unit and their eligible dependents, with internal/external Coordination of Benefits (COB). The Board will provide this benefit at no cost to the employee.

### **ARTICLE XVI DAYS CLOSED**

The School District will not make up the first three (3) days closed as long as the State permits it. School year employees have the option to use PTO time, if available, for any other days missed unless the time is made up. Employees who are expected to work although school is closed and who cannot report to work shall notify their building principals, or immediate supervisor, and may turn in vacation and/or PTO (if available) at that time. If no other arrangements are made, the time lost will be reported as deducted. Employees who work the day shift will be allowed to report to work up to two (2) hours late, with pay, when school is closed due to inclement weather. Employees who are scheduled to work the afternoon or evening shift will be expected to report on time.

## **ARTICLE XVII HEALTH AND SAFETY**

A Health and Safety Committee of six (6), consisting of the President of the Union and two (2) members of the Local Union, and three (3) members of the Administration or Supervisory Staff shall be established. The purpose and powers of this Committee shall be to make recommendations on matters affecting the Health and Safety of the employees to the Board of Education and to ensure proper handling of the School Board's equipment in all matters involving Health and Safety and advising the employees of the proper procedure.

It shall be the responsibility of all employees to report any and all known safety hazards in writing to their supervisor immediately.

## **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

### **Section 1.**

The employees shall have a bulletin board for posting of Union activity notices at each work site.

### **Section 2.**

Up-to-date seniority lists furnished by the Board, revised semi-annually, shall be posted on all bulletin boards by the Union.

### **Section 3. Classes**

1. Tuition and fees for job-related courses will be paid by the Board upon approval of the Supervisor. Mileage and lost time incurred as a result of the course also will be paid. Any employee attending approved classes outside of scheduled work hours, will be paid their hourly rate for time involved.
2. Michigan School Bus Driver Education Courses for Bus Drivers will be paid by the Board after the driver has been employed by the District for one (1) year.
3. The Board shall pay for CDL licenses for mechanics when the CDL license is required by the Board.
4. The Board shall pay for electrical and master plumber license renewals and update classes for maintenance persons.
5. The Board shall provide a copy of building, electrical, and plumbing code books to be housed in the Maintenance Office.
6. All food service staff must pass the ServSafe course within six (6) months of their hire date and maintain certification to continue employment within the Food Service Department. (If the employee is unable to pass ServSafe within the six (6) months,

and has made a reasonable effort to do so, management will allow necessary time to retake the test.) Internet access will be provided to the employee by the District. The training will be paid for by the District.

7. Food Service Basics must be completed and passed with eighty percent (80%) proficiency in the first year of employment in order to continue working in the Food Service Department. The training will be paid for by the District.

#### **Section 4.**

One scheduled Bus Drivers' meeting shall be held within ten (10) days of the beginning of school for the purpose of bidding all routes, orientation, filling of vacated and new routes, assignment of extra trips, and other business. Written notice of the date and time shall be sent to each driver three (3) weeks before the date of the meeting.

1. After the above-referenced bid meeting, should a route vacancy or routed change of thirty (30) minutes or more occur, said opening shall be posted.
2. If no regular or probationary driver applies for a route, any driver assigned involuntarily shall suffer no reduction in pay for the period he/she is assigned to such route. Such route shall be assigned to the lowest seniority driver capable of performing the job.
3. Whenever a route is eliminated, the driver assigned to that route may elect to bump a lower seniority driver or elect to be assigned to substitute runs. If the employee elects one of these jobs, he/she must notify the Administration within ten (10) days. As long as he/she elects either of these options, his/her seniority shall accumulate.

#### **Section 5. Driver Classification**

1. Regular drivers are persons assigned to a regular bus route.
2. Probationary drivers are persons who have not completed the probationary period.
3. Substitute drivers are persons not in the bargaining unit.

#### **Section 6. Special Trips**

1. Drivers desiring to drive special trips will file an application with their Supervisor. Applications shall be made within the first ten (10) work days of the school year. An applicant for special trips who is not approved by the Supervisor may appeal his/her decision to a Committee composed of the President of the Local and the Superintendent. The decision of this Committee shall be final; however, an applicant who is not approved may reapply after thirty (30) working days from the date his/her application was turned down.
2. Unless buses are properly chaperoned by an adult on out-of-town trips, drivers will not drive.

3. A special trip board to be maintained by the Transportation Supervisor in the order of seniority shall be maintained at the Transportation Facility in West Branch. Postings shall be made weekly. Drivers who refuse two (2) consecutive calls without a reasonable excuse shall be removed from the special trip board for that semester.
4. The Board shall have the right to require employees to work a reasonable amount of special trips; however, any regular driver may refuse to work special trips. If a regular driver refuses to work special trips, the driver having the least seniority shall be required to take the trip. Substitute Drivers shall not be offered special trips unless all regular drivers who are signed on the special trip board have refused.
5. When a driver becomes eligible for special trips, he/she shall be charged with the highest number of hours appearing on the board for any driver.
6. All special trips worked or refused shall be recorded on the special trip board. Example: "R" - Refused; "S" - Sick, "NA" - No Answer. Posting of special trip hours shall reflect the actual hours paid, including overtime.
7. Employees will be notified of special trips at least twenty-four (24) hours in advance.
8. A seniority list for regular drivers qualifying for special trips shall be maintained in order of seniority.
9. When driving special trips, drivers shall receive one (1) meal allowance for a trip of six (6) to twelve (12) hours and two (2) meal allowances for a trip of twelve (12) hours or more based upon the approved District rate. The time calculation shall be based upon the driver's concurrent driving time unless there is a minimum of thirty (30) minutes between the conclusion of the regular run and the commencement of the special trip.
10. In the event a driver is needed to drive a regular run, that amount shall be deducted from the extra run.
11. The parties agree that whenever fourteen (14) or less students are being transported for special events or sports, non-unit personnel may drive students. The Union will be notified prior to such trips. In special cases, the Board may request an exclusion from this section. The exclusion must have prior approval from the Union.
12. The parties agree that special scheduled runs such as vocational education, band, 4 year old, nursing, etc., shall be scheduled for at least one (1) hour.
13. St. Joseph bus run will be bid at Bid Meeting for at least one (1) hour if exact time not known.
14. The parties agree that bus drivers shall be paid for all time worked at their applicable rate of pay to meet with parents at the direction of the Supervisor.

15. The Superintendent, Transportation Director, United Steelworkers' President, United Steelworkers' Vice-President, United Steelworkers' Recording Secretary, and United Steelworkers' Transportation Steward drafted language for the transportation handbook which addressed safety concerns for long athletic/extra-curricular trips.

### **Section 7.**

1. The mechanics and maintenance employees will be allowed up to four hundred, twenty-five dollars (\$425) tool allowance for each school year. Receipts are to be submitted twice a year verifying actual purchases.
2. A set of hand tools will be made available for custodian use in the boiler room of each building.

### **Section 8.**

1. Work to be performed above thirty-two (32) feet off the ground shall be contracted out.

## **ARTICLE XIX NO STRIKE OR LOCKOUT**

The Union and the Board recognize that strikes and lockouts and other forms of work stoppage by Board or employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The parties, therefore, agree that their officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone; nor shall any of the Board or 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 of the parties or employees to comply with any provision of this Article shall be cause for disciplinary action.

## **ARTICLE XX WAIVER CLAUSE**

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, Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.



## **ARTICLE XXI PAC CHECK-OFF CLAUSE**

The Employer agrees that it will check-off and transmit to the Treasurer of the United Steelworkers Political Action Fund (USW PAF) voluntary contributions to the USW PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

The signing of such USW PAF check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

The United Steelworkers Political Action Fund (USW PAF) supports various candidates for federal and other elective office, is connected with the United Steelworkers, a labor organization, and solicits and accepts only volunteer contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fund-raising efforts and in joint fund-raising efforts with the AFL-CIO•CLC and its Committee on Political Education.

## **ARTICLE XXII CONFORMITY TO LAW**

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

## **ARTICLE XXIII TERM OF AGREEMENT**

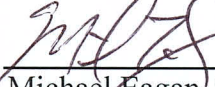
This Agreement shall be effective when it is ratified and signed by the Parties and shall remain in full force and effect without change, addition, or amendment from this date to **June 30, 2013**, and shall be renewed from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to June 30<sup>th</sup> of any year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this 10th day of September, 2012.

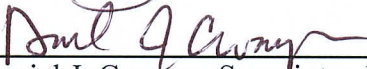
**WEST BRANCH-ROSE CITY  
BOARD OF EDUCATION**  
West Branch, Michigan



Richard Bachelder, President



Michael Eagan, Secretary

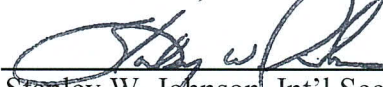


Daniel J. Cwayna, Superintendent

**UNITED STEELWORKERS,  
AFL-CIO-CLC**



Leo W. Gerard, Int'l President



Stanley W. Johnson, Int'l Secretary-Treasurer



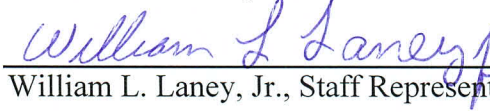
Thomas Conway, Int'l Vice President (Admin.)



Fred Redmond, Int'l Vice President (Human Affairs)



Michael H. Bolton, District 2 Director



William L. Laney, Jr., Staff Representative

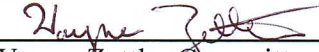
**LOCAL UNION 15095-01**



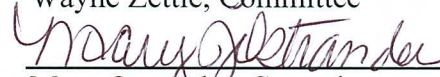
Dan Sharow, President



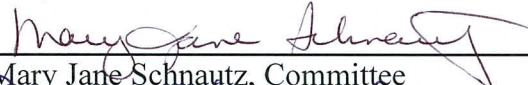
Carole Dallas, Vice President



Wayne Zettle, Committee



Mary Ostrander, Committee



Mary Jane Schnautz, Committee



Robin O'Farrell, Committee



Clem Henry, Committee

**APPENDIX "A"  
 WAGE SCHEDULE**

2012-13

**0%**

<b>1. Food Service</b>	
Head Cook	12.31
First Cook	11.70
Cook's Helper	11.15
<b>2. Custodial</b>	
Head Custodian	13.72
Custodian	12.81
<b>3. Secretary</b>	
Secretary 1 – extended year	13.40
Secretary 1 – 12 month	13.92
Secretary 1 – 12 month	14.54*
<b>4. Mechanic</b>	
Mechanics	16.61
Mechanics' Helper	12.82
<b>5. Bus Service Person</b>	12.68
<b>6. Bus Driver</b>	
Bus Drivers	14.97
Young 5 & 4 Yr Runs	14.97
Kirtland	14.97
Special Trips	12.05
<b>7. Maintenance</b>	16.49
<b>8. Paraprofessionals</b>	11.70
<b>9. Dispatcher</b>	12.81
<b>10. Clerk – extended year</b>	12.29
<b>11. Parking Lot Attendant</b>	11.70
<b>12. Data Entry</b>	13.40
<b>13. Maintenance &amp; Transportation Support Staff Crew Leader</b>	\$1.00 above current hourly wage

New employees shall receive twenty cents (\$0.20) less per hour than the classification rate for the first year of employment.

\*This pay rate reflects current pay of former classification for Secretary/Bookkeeper. When current employee vacates this position, pay rate will revert to the current pay rate for Secretary 1-12 month as listed in Contract.

Each member eligible for health insurance will be paid \$300.00 during the 2012-13 contract period. Said money will be split evenly between the last pay in January and the last pay February.

**Kirtland Run:**

If a job becomes available through bidding process (Monday-Friday), this route shall be paid at current bus driver rate for established route time.

If a job becomes available through bidding process (Friday), this route shall be paid at current bus driver rate for established route time.

**APPENDIX "B"  
LONGEVITY PAY**

All employees shall receive longevity pay for accumulated years of service. This pay is separate from the wage schedule and based on the following:

1. After three (3) years of service, an additional five cents (\$0.05) per hour.
2. After six (6) years of service, an additional five cents (\$0.05) per hour.
3. After nine (9) years of service, an additional five cents (\$0.05) per hour.
4. After twelve (12) years of service, an additional five cents (\$0.05) per hour.
5. After fifteen (15) years of service, an additional five cents (\$0.05) per hour.
6. After eighteen (18) years of service, an additional five cents (\$0.05) per hour.
7. After twenty-one (21) years of service, an additional five cents (\$0.05) per hour.