

# **MASTER AGREEMENT**

between the

**BYRON AREA SCHOOLS  
BOARD OF EDUCATION**

and

**LOCAL 1059, AFSCME COUNCIL 25, AFL-CIO**

**2009 – 2010 CONTRACT**

Ratified by AFSCME January 18, 2010

Approved by Board of Education January 18, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	AGREEMENT	3
1	RECOGNITION	3
2	DISTRICT RIGHTS	3
3	UNION SECURITY	4
4	UNION REPRESENTATION AND RIGHTS	5
5	DISCIPLINE OF NON-PROBATIONARY EMPLOYEES	5
6	GRIEVANCE PROCEDURE	6
7	SENIORITY	8
8	LAYOFF AND RECALL	9
9	VACANCIES	9
10	PAID LEAVES	11
11	UNPAID LEAVES	13
12	BARGAINING UNIT WORK	13
13	WORK SCHEDULES AND RELATED ISSUES	14
14	VACATIONS	15
15	HOLIDAYS	16
16	INSURANCE	16
17	PAY RELATED ISSUES	18
18	COMPENSATION	19
19	SEVERABILITY	20
20	ENTIRE AGREEMENT	20
21	PENSION	21
22	COMMUNICATIONS AND ADMENDMENTS TO THE AGREEMENT	21

## AGREEMENT

This Master Agreement entered into between the Board of Education of the Byron Area Schools, hereinafter referred to as the "District" and Michigan Local 1059 of AFSCME Council 25, AFL-CIO, hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause.

The District agrees to make available to each employee a copy of this Agreement upon request through the central administration office and to provide a copy of the same agreement to all new employees entering the employment of the District.

### ARTICLE 1. RECOGNITION

The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time custodians, para-professionals, food service and school secretaries. Excluded from the bargaining unit are Custodial/Food Service Supervisor, Grounds Supervisor, Maintenance Supervisor, Business Manager, Administrative Assistant - Assistant Bookkeeper, Administrative Assistant - Executive Secretary, Bus Drivers, Mechanics, Co-op Students, Substitutes and all others.

### ARTICLE 2. DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers granted by law, shall remain unaffected by this Agreement. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall remain in full force and effect unless changed by the Board. The above referenced RIGHTS shall only be limited by the expressed terms and conditions of the agreement. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing, being manifestly recognized and intended to convey complete power in the Board, shall only be limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965, known as the Public Employment Relations Act (PERA). Rights reserved exclusively therein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the District's business, the equipment, the operations and to direct its working forces and affairs.
2. Continue its right and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. Direct the working forces, including the right to hire, promote, suspend, discipline or discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

### **ARTICLE 3. UNION SECURITY**

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
  1. Union membership dues; or
  2. A Union representation service fee.
- B. The deduction of dues and service fees is required by this Agreement. The District accordingly agrees to payroll deduct dues and representation service fees pursuant to the authority set forth in MCLA 408.477.

Each employee and the Union hereby authorize the District to rely upon and honor certifications of the local Union financial officer or a designated representative of Michigan Council 25, regarding the amounts to be deducted each month.

The District 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 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.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council 25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the financial officer of the Council of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- D. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

#### **ARTICLE 4. UNION REPRESENTATION AND RIGHTS**

- A. The Union shall designate a Chapter Chairperson and Vice-Chairperson. The Chapter Chairperson or the Vice-Chairperson in his/her absence shall be authorized to represent bargaining unit employees commencing at Level Two of the grievance procedure detailed in Article 6.
- B. The Union shall designate one (1) steward each for the secretarial/aide, custodial and food service segments of the bargaining unit. Stewards shall be authorized to represent employees within the building at Level One of the grievance procedure detailed in Article 6. The Vice-Chairperson shall be authorized to serve at Level One in a building in the absence of the building steward.
- C. The Union shall notify the District in writing of persons designated under Sections A and B. The District will not be required to recognize any other employees as duly authorized representative of the union.
- D. The Union will be permitted to post notices within each building in authorized locations. No notices may be posted which are not signed by the Chapter Chairperson or Vice-Chairperson.
- E. Union agents designated in sections A and B shall be released with pay for time spent in grievance hearings with District representatives that are scheduled during the employee's work day.

#### **ARTICLE 5. DISCIPLINE OF NON-PROBATIONARY EMPLOYEES**

- A. Non-probationary employees shall be subject to discipline and discharge for just or reasonable cause.
- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the employee or steward, the supervisor will meet

with the steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.

- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
- D. Probationary employees are considered as employed at-will and subject to discipline and discharge with or without cause.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the express terms and conditions of this contract. The Union acknowledges that all grievances will be filed in good faith and without the purpose of delaying, harassing or causing undue hardship or expense to the District.

Discipline and discharge of probationary employees shall not be grievable under the procedure outlined in this Article.

- B. The Union shall designate one steward per building to handle grievances at Level 1.
- C. The term "days" as used in this article shall mean business days.
- D. Written grievances as required herein shall:

1. be signed by the grievant or grievants;
2. contain a synopsis of the facts giving rise to the alleged violation;
3. cite the section or subsections of this contract alleged to have been violated;
4. contain the date of the alleged violation;
5. specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. **Level One** - An employee alleging a violation of the express provisions of this contract shall within ten (10) business days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The steward may be present during this discussion if requested by the grievant.

If no resolution of the grievance is obtained, within five (5) business days of the discussion, the steward, if in agreement with the grievant, shall state the grievance in writing and file the grievance at Level Two within five (5) business days of said Level 1 discussion.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) business days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative which may include a representative of Council 25, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative. Any appeal of a disciplinary action may be submitted to Level Two within ten (10) business days of the date the discipline was received by the employee.

If no decision is rendered within five (5) business days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall, if it intends to invoke grievance arbitration, within twenty-five (25) business days file a letter of intent to arbitrate with the Superintendent's Office. This period will be reduced to fifteen (15) business days in cases involving a grievance resulting in a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

**Level Three** - Within ten (10) business days, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree, they shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- |    |                    |    |                |
|----|--------------------|----|----------------|
| 1. | Mark Glazer        | 4. | George Roumell |
| 2. | Kathleen Opperwall | 5. | Anne Patton    |
| 3. | William Daniels    | 6. | Michael Long   |

The names submitted of eligible arbitrators will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by notifying the other party in writing in January of any given year or if an arbitrator declines to continue on the panel or cannot otherwise serve. The parties may mutually agree to an arbitrator outside of the list provided above.

F. General Arbitration Provisions

1. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. No grievance arising subsequent to the expiration date of this agreement shall be arbitrated without mutual written agreement of the parties. Any claim or grievance arising prior to the expiration of this agreement may be processed through the grievance procedure until resolution.
3. The cost of the arbitrator shall be divided equally between the parties.
4. An arbitrator's award in any one case will not require retroactive adjustment in any other instances not within the jurisdiction of that arbitrator.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Award compensatory or punitive damages.

4. Issue a back pay award for any amount in excess of lost hourly pay rates which would be for a period exceeding twenty (20) days prior to the date the grievance was filed.
  5. Establish wage schedule.
  6. Rule on an issue involving employee evaluation.
- H. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.
- I. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
- J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

#### **ARTICLE 7. SENIORITY**

- A. Seniority shall be defined as an employee's length of continuous service in the District from the employee's last date of hire as a regular employee. Seniority shall not accrue while an employee is on layoff (Article 8) or on unpaid leave (Article 11).

Part-time employees working a full year shall receive a full year of seniority credit. Employees hired during the school year working less than a full work year shall receive a half-year of seniority credit.

Substitute service and service outside of the bargaining unit shall not be counted for purposes of seniority. Employees promoted from within the unit to a non-unit position shall have their seniority frozen.

- B. All newly hired employees shall serve a sixty (60) work day probationary period. Absences during the probationary period shall serve to extend the probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall become the initial date of hire as a regular employee.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days (excluding holidays) which the employee would have earned and vacation credit, if applicable. In the event a probationary employee is absent, the probationary period shall be extended by the period of the absence.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.



## ARTICLE 8. LAYOFF AND RECALL

- A. In the event of a layoff, the following procedure shall be utilized:
1. Reassignment within classification  

In the event a reduction in staff is implemented, employees in affected positions within the classification shall be reassigned to the position held by the least senior person within the classification working the same number of hours provided he/she is qualified and provided the employee has more seniority and has been in the classification for at least one (1) year. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person within the classification whose regular schedule of hours is less but most closely coincides with the affected employee's former schedule of hours.
  2. Reassignment to another classification  

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section A (1) who have at least one (1) year of service within another classification provided the employee has more seniority and is qualified. Reassignment in such instances shall be implemented in the same manner as under Section A (1).
  3. Classifications for purposes of this Article shall be secretarial, food service, custodial and para-professionals.
- B. Employees scheduled to be laid off will receive fourteen (14) calendar days written notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppage.
- C. Laid off employees will be recalled in inverse order of layoff first to vacancies within the classification from which they were laid off, and second to classifications in which they have prior successful service and are qualified. Recall rights are restricted to non-probationary employees, and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum of ten (10) calendar days notice of recall provided that this provision shall not be interpreted to prevent recall with less than ten (10) days written notice upon mutual agreement of the parties. Such notice will be sent first class U.S. mail to the employee's last known address. It is the employee's responsibility to ensure that the employee's current address is maintained on file. Failure to return within the ten (10) day period shall be considered a voluntary resignation. Exceptions may be made by mutual written agreement between the Union and District.

## ARTICLE 9. VACANCIES

- A. The District shall post vacancies within the bargaining unit at the central office in each building. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice. The application shall state in writing the qualifications the individual has, which are relevant to the position.
- B. 1. The most senior qualified applicant within the classification in which the vacancies exists will be selected by the District.

Classification for purposes of this Article shall be defined as custodial, food service, instructional and non-instructional paraprofessionals, playground paraprofessionals and secretaries.

2. a. Except as provided in Section B (1), the selection between internal and external candidates for secretarial or paraprofessional positions is reserved to the District. Order of priority:
    - (1.) Internal candidate
    - (2.) Qualifications - to be determined for each position by the administration after consultation with unit representatives.
    - (3.) Process of selection based on district site-based management decision-making procedure - District committee:
      - (a.) Review applicants
      - (b.) Determine interview candidates
      - (c.) Interviews candidates
      - (d.) Selects finalists
      - (e.) Finalists interviewed by Superintendent or designee
      - (f.) Finalist recommended by Superintendent to Board of Education
  - b. Where no person from within the food service classification applies for a food service vacancy, the most seniored qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidate(s) are equally or more qualified.
  - c. Where no person from within the custodial classification applies for a custodial vacancy, the most seniored qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidates are equally or more qualified.
- C. A successful internal applicant will be placed on a thirty (30) work day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.
- D. Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position unless the vacancy would be an increase in hours or hourly rate of pay for the employee.
- E. The reassignment of bargaining unit personnel granted a para-professional position may be postponed at the District's option until the end of a semester. In such instances substitutes will be utilized to temporarily fill the position.

**ARTICLE 10. PAID LEAVES**

- A. 1. Subject to the limitations set forth herein, employees will be credited with paid sick leave days according to the following schedule.

One (1) sick day per month will be added to accumulate sick leave on the first pay in August for twelve month employees and on the first pay in October for school year employees.

Food Service personnel	-	ten (10) days per year
Paraprofessionals	-	ten (10) days per year
Assistant Secretaries	-	ten (10) days per year
E.S. Secretary	-	eleven (11) days per year
M.S. Secretary	-	eleven (11) days per year
H.S. Secretary	-	twelve (12) days per year
Custodians	-	twelve (12) days per year

2. Once the maximum number of sick days has been accumulated, the total sick and personal days for the year will be credited at the commencement of the employee's scheduled work year.
3. Unused leave days may be accumulated to 150 days. Days accumulated over 120 days may only be used in the case of a serious health condition. The Board may request written notification from a doctor. Employees will be reimbursed for unused sick days using the current chart on page 18 ("Article 18. Compensation"), with a maximum of 100 days with a cap of \$3,600.00.
4. Employees hired after the start of a work year will receive a prorated number of paid sick leave and personal leave days.
5. Sick leave accumulation may be utilized for personal illness or injury or illness of a spouse, child or parent.
6. Sick leave time may be used when necessary on Friday before a holiday or Monday after a holiday or a vacation period, however, a doctor's excuse may be required. Employee will not be compensated for said holiday in such instances unless it is a serious illness (e.g. hospitalization, surgery) supported by a physician's statement or approval by the Superintendent. (Refer to Article 15, Section C.)
7. Routine doctor or dental appointments do not qualify for sick leave pay. In special circumstances, when doctor and dental appointments cannot be arranged during non-working hours, employees may be eligible for sick leave pay, with prior approval of the administration.
8. A non-probationary employee who is absent from work in excess of the number of sick days accumulated will be placed on an unpaid health leave for a period not to exceed (12) months.

An eligible employee who is absent from work due to personal illness will be provided health insurance while using sick days accumulated. Once sick leave days are used, the district may cease making insurance premium payments unless otherwise required by law. In this event,

an employee may continue insurance coverage by making monthly premium payments to the District for a period not to exceed three months unless a longer period is required by law.

9. The District may require a physician's statement verifying illness. Abuse of the sick leave is proper grounds for disciplinary action up to and including discharge.
- B. Sick and personal days shall not be prorated when changing to position of fewer or greater hours.
- C. Employees will be provided funeral and bereavement leave days not deducted from sick leave accumulation as follows:
  1. Bereavement in the immediate family: A maximum of three (3) days per occurrence will be allowed for funerals in the family. Family is defined as husband, wife, child, brother, sister, brother-in-law, sister-in-law, mother, father, parent-in-law, grandparents and grandchildren.
  2. Bereavement pay will not be provided during vacation periods, Christmas, Easter, etc.
- D. Leaves will not be granted for other employment
- E. The Employer agrees that an employee absent from work due to a compensable injury will receive, in addition to Worker's Compensation, an amount sufficient to make up the difference between Worker's Compensation and his regular weekly income. Such differences will be deducted from the employee's sick leave accumulation. Upon exhaustion of the employee's sick leave accumulation, the employee will only be eligible for those amounts provided under the Act.
- F. Employees may be granted up to three (3) days per year to be deducted from their sick leave accumulation for personal business which cannot be done outside of work hours. Except in cases of emergency, requests for such leave must be submitted at least 48 hours prior to use. Personal leave time will not be paid for the before or after a holiday unless approved by the Superintendent. The denial of a request by the Superintendent shall not be subject to the grievance procedure.
- G. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active summer duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in emergency cases.
- H. An employee absent from work who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee absent under this provision who is not empanelled shall report to work.
- I. Probationary employees will receive no paid leave days.
- J. Family and Medical Leave Act: The board and association agree to the terms of the Family and Medical Leave Act of 1993 and understand that the purpose of the act is to entitle certain employees to take reasonable leave for medical reasons, for the birth or adoption of a child, or a child, spouse or parent who has a serious health condition. The leaves may include by way of illustration; ongoing unpaid leave, leave taken intermittently, or leave on a reduced work schedule. As required by law, insurance benefits will be continued for eligible employees on qualified leaves of absence but, this will in no way diminish rights and privileges already granted in the master agreement.

The Board reserves the right to exercise those rights and options available to those employees under law in the development of policies and procedures for the implementation of the act.

#### **ARTICLE 11. UNPAID LEAVES**

- A. Leaves of absences without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee who has been with the district at least (5) years.
- B. Written requests for leaves shall include the reason for the leave and the beginning and ending date of the leave.
- C. Upon expiration of an approved leave, employees will be considered for reinstatement to a vacancy to which he/she is qualified as determined by the district.
- D. If no position is available, the employee will be considered for return to work as if on layoff for a period not to exceed twelve (12) months.
- E. A least thirty (30) days prior to the date a leave is scheduled to expire, an employee must supply the district with written notice of intent to return to work. Failure to supply such written notice will be considered a voluntary resignation.
- F. Employees on leave may submit a written request to terminate an approved leave early and the district may reinstate the employee prior to the approved termination date of the leave.
- G. An employee's benefits will be terminated when on an unpaid leave unless otherwise required by law. Employees will be provided the option of making their own monthly payments for insurance premiums, provided the district's insurance carrier approves the individual request.

#### **ARTICLE 12. BARGAINING UNIT WORK**

- A. It is expressly recognized by the parties that the supervisory personnel, community volunteers and others such as the General Motors Job Bank may continue to perform bargaining unit work on the same kind and nature and to the same extent as has been done in the past. It is understood that other supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.
- B. The decision to subcontract bargaining unit work is reserved to the District as the law provides. The District agrees to negotiate relative to the impact of such decisions, however, the negotiations will not delay the implementation of the decision.

**ARTICLE 13. WORK SCHEDULES AND RELATED ISSUES**

- A. The break and lunch periods for all employees are as follows:
1. Employees working at least four (4) hours will receive one (1) fifteen (15) minute break per day.
  2. Employees working at least five (5) hours per day will receive a thirty (30) minute unpaid lunch period.
    - a. The day shift custodians will receive a thirty (30) minute unpaid lunch period.
    - b. Employees working at least six (6) hours per day will receive two (2) fifteen (15) minute breaks per day.

B. Specific times for breaks and lunch periods will be arranged by the appropriate supervisor.

C. In instances where the district elects to utilize regular employees to perform overtime or additional work beyond regular hours, such assignments shall be rotated as equally as possible on each shift within classifications. Overtime opportunities which arise in the custodial classification on weekends are rotated without regard to shift. Employees refusing overtime or extra work shall be considered as having accepted for purposes of equalizing overtime.

No employee will work more than forty (40) hours per week, especially in regard to employees working more than one regular job, unless approved in advance by the Superintendent of Schools.

D. The following provisions shall apply on days when school is closed due to inclement weather:

1. School year employees – Based on current State allowable “Act of God” hours, the first four days that school is not in session will be compensated. Except as set forth below, all other closings will not be compensated for unless made up at later date.
  - a. Subsequent to the first four days referenced above the following conditions will apply for school year employees:  
(Para-professionals & Secretaries)
    - (1.) In the event school is canceled after the employee starting time for work, but before the scheduled starting time of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.
    - (2.) In instances where school is canceled after the start of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.
    - (3.) In such instances, the employee will receive pay for the hours worked, but in no case, less than two (2) hours compensation. In instances where school is canceled after 11:00 a.m. the employee shall be paid for a full days work.
2. Subsequent to the first four days, employees will be compensated if the employee is called by the supervisor to work. The supervisor reserves the right to send employees home in the event he/she determines the weather makes automobile travel unsafe with no loss of pay to the employee.

E. Should an employee be required to temporarily assume the duties of another employee for a period in excess of five (5) consecutive work days, the employee will receive the higher of the two rates, regular/temporary. After

completion of the fifth (5th) consecutive day payment will be made retroactive to the first day of the temporary assignment.

A unit employee working in a temporary position with greater hours than the employee's regularly scheduled hours, for thirty (30) consecutive work days, shall receive the hours of that position for days earned; including sick days, personal days, vacation days and holidays. No additional insurance benefits will be included.

- F. Attendance at required meetings outside of regular work hours will be compensated at the employee's regular rate of pay.

The annual food service pre-school bid meeting is not a required meeting and accordingly, food service personnel in attendance shall not receive pay.

- G. Emergency Work: Any unforeseen circumstance that creates a situation resulting with immediate action needed to restore the school or its property to operational order will result in time and one-half for all staff including those with less than a 40 hour work week.

- H. Working Conditions: In the event AFSCME employees are going to be working alone without fellow AFSCME employees working elsewhere in the District and without members of the public present in the buildings, the AFSCME employee will be afforded the following options:

- The AFSCME employee can decide to leave if there are no other individuals remaining and can use either vacation or personal time to be compensated for the scheduled time of the shift or event.

OR

- The AFSCME employee can decide to remain at their assigned work station and complete their scheduled shift or event.

Prior to the implementation of either one of these options, the employee must obtain previous approval from their supervisor.

#### **ARTICLE 14. VACATIONS**

- A. Custodians and High School Secretary who are scheduled to work a full year (fifty-two weeks) will receive vacation pay in accordance with the following schedule:

1.	After completion of one (1) year	-	1 week
2.	After completion of two (2) years	-	2 weeks
3.	After completion of ten (10) years	-	3 weeks
4.	After completion of fifteen (15) years	-	4 weeks

Any custodian or high school secretary hired after July 1, 1998 will receive a maximum of 3 weeks vacation after completion of 10 (ten) years of service. Bargaining unit members who become eligible for vacation by entering full time custodian and high school secretaries classifications after July 1, 1998 will be granted vacation according to the following terms:

- a) These employees shall be subject to schedule (A.) above, except that they accrue a maximum of three weeks vacation;
- b) These employees shall be credited with their entire unit seniority for the purpose of determining the length of vacation they receive.

- B. Vacation pay is based on an employee's regular hourly rate and regular scheduled work day excluding shift premium pay.

- C. Requests for vacations taken during the summer months must be made at least one (1) week in advance and are subject to supervisory approval. Vacations can also be taken during the school year if supervisor is given one (1) week notice and approves said request. Emergency requests may be approved by the supervisor.
- D. Should a holiday fall during an approved vacation period, the vacation will be extended by holiday.
- E. Employees will not be eligible to receive pay in lieu of earned vacation time.

**ARTICLE 15. HOLIDAYS**

- A. Full year employees (Twelve months)

New Year's Day	Christmas Eve Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day
July 4	New Year's Eve Day

School-year employees (students in session)

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

Employees working 2 weeks before and 2 weeks after school

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

- B. Employees shall be paid for holidays at their regular rate based on their regularly scheduled work day excluding shift premiums.
- C. An employee must work his last regularly scheduled day before and after a paid holiday to be eligible for holiday pay or have approval by the Superintendent. (Item C is null and void should the day before a holiday be a School Improvement Day.)
- D. Probationary employees shall not receive holiday pay.

**ARTICLE 16. INSURANCE**

- A. Any insurance program provided through the Board of Education is subject in all respects to the rules and regulations of any and all insurance carriers and/or administrators.



- B. The sole responsibility of the school District is to provide premium payments for the coverage specified herein. Any dispute regarding policy coverage or claim payments are a matter solely between the applicable insurance company and employee.
- C. Custodians, secretaries (H.S., M.S., E.S.), scheduled to work at least seven (7) hours a day, five (5) days per week, in the following classifications, shall be entitled to district paid insurance premiums toward the specified programs as follows: Any secretary (H.S., M.S., E.S.) or custodian hired prior to July 1, 1998, will maintain benefit levels equal to other fulltime employees within the unit in succeeding years.
- D. Head cooks will be eligible for district paid premiums equal to the cost of "PLAN B."
- E. The District shall contribute, for employees working seven (7) or more hours, except head cooks, premiums toward either of the following MESSA Plan A or Plan B as described below:

PLAN A

Health: **MESSA Choices II PPO  
(10/\$20 preferred Rx Program)  
District to reimburse up to \$10.00 per prescription  
(Effective October 1, 2007 per MESSA)  
(Includes \$5,000 AD&D Basic Term Life)**

Negotiated Long Term Disability: 66 2/3%  
\$6,000 Maximum Monthly Benefit (effective 3/1/04)  
\$9,000 Maximum Monthly Salary (effective 3/1/04)  
60 Calendar Days – Modified Fill  
Maternity Coverage  
Pre-Existing Condition Waiver  
Freeze on Offsets  
Alcoholism/Drug Waiver-Two Year Limitation  
Mental/Nervous Waiver-Same As Any Other Illness

Negotiated Life: \$25,000 and AD&D

Vision (plan year is July to July): VSP-2

Delta Dental (plan year is July to July)\*: 100% (basic and preventive)  
60% (restorative/oral surgery)  
60% (bridges, partials, dentures)  
50% (orthodontics): \$1500 (Lifetime Maximum)  
(\$1,500 Maximum Class I & II)

*\*A complete explanation of dental and orthodontic benefits is included in personal packet from MESSA.*

PLAN B

Negotiated Long Term Disability: Same as above

Negotiated Life: \$30,000 with AD&D

Vision (plan year is July to July): VSP-3

Delta Dental (plan year is July to July): Same as above

The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$115 per month the first year that the employee selects the cash option. For each subsequent year that the employee selects the cash option the amount shall increase by \$5.00 per month up to a maximum amount of \$140.00. The employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a Salary Reduction Agreement by the Bargaining Unit member toward a Board approved Tax-Deferred Annuity.

The Board agrees to provide without cost for a full twelve (12) month period for the employee and his/her full family, a choice of Plan A or Plan B.

- F. The Board will pay premiums toward the purchase of long-term disability and \$10,000 term life insurance for all employees not referenced above, provided the employee(s) are regularly scheduled to work at least ten (10) hours per week and provided insurance carrier will accept employees working fewer than four (4) hours per day.
- G. Employees scheduled to work at least twenty-five (25) hours per week may participate in the District's MESSA group health insurance program by agreeing to payroll deductions of the current monthly premium (plus prorated premiums for the months of July and August). Deductions to be made from September through June to cover the months of September through August.
- H. Employees who are terminated or resign will lose insurance benefits effective with the date employment status is terminated but will be permitted to retain such insurance benefits upon payment as permitted by law. (COBRA)
- I. It is expressly understood that the District reserves the right to select and change insurance administrators and underwriters.

#### **ARTICLE 17. PAY RELATED ISSUES**

- A. Probationary employees receive 50 cents less per hour.
- B. Time and one half will be paid for all hours worked over forty (40) hours in a week. Days of absence (i.e. personal business days and sick leave) will count as hours worked for purposes of computing overtime.
- C. If the District elects to utilize regular food service employees for special events, employees will be paid at the rate set forth in Article 18.
- D. Employees regularly assigned to the second shift will receive a 5% shift differential.
- E. When a new job is created which falls within the bargaining unit, the District will notify the Union of the proposed classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and/or rate are proper, it shall be subject to negotiations. Negotiations, if requested, shall not serve to delay the posting and filling of the position.
- F. Those employees who are classified as Playground Paraprofessionals will receive the higher hourly rate of pay as outlined in Article 18. However, they will not be eligible for sick days, paid holidays or insurance benefits. In the event there is a dispute as to the inclusion of a position in the unit, the matter shall be referred to the Michigan Employment Relations Commission's procedures.
- G. Professional Development Days:

1. Secretaries will work an additional five (5) days in the summer resulting in a total of 202 work days;
2. Food service employees will work an additional two (2) professional development days and two (2) additional work days the scheduling of which shall be at the District's discretion;
3. Head cooks will work two (2) mandatory professional development days before school starts. In addition, head cooks will work an additional five (5) days before school starts and five (5) days after classes for students end in order to enable them to respectively open and close food service facilities.
4. Playground paraprofessionals will work two (2) professional development days at 3.5 hours per day.
5. Instructional and non-instructional paraprofessionals will work five (5) professional development days as designated on the school calendar.
6. Custodians will work one (1) professional development day as designated on the official school calendar. All custodians will be required to work all day, first shift on that day.

**ARTICLE 18. COMPENSATION**

CLASSIFICATION	2009-2010		
	0-5 yrs. Freeze	6-10 yrs. Freeze	11-15 yrs. Freeze
Baker	12.49	12.61	12.73
Head Cook	13.06	13.19	13.32
Kitchen Assistant/Lunch Time Monitor	11.98	12.09	12.22
Library Para-Professional	12.32	12.43	12.53
Instructional & Non-Instructional Para-Professional	12.26	12.39	12.51
Custodians	15.27	15.44	15.56
Secretaries	15.47	15.59	15.76
Playground Para-Professional	12.97	13.09	13.20
Custodial Overtime (Article 17,B.)	Time & one half	Time & one half	Time & one half
Second Shift Rate (Article 17,B.)	5% shift differential	5% shift differential	5% shift differential
Part-Time Custodial & Food Service Employees (Overtime)	Hrly Rate + \$2.00	Hrly Rate + \$2.00	Hrly Rate + \$2.00

All hourly compensation will be increased by 2 cents per hour per employee's year(s) of service in the District.

The Union further recognizes that the Board carefully assesses employee attendance in making it's staffing decisions (i.e. promotions, etc.) and in employee performance appraisals.

Department meetings paid at hourly rate and will be required unless absence has been preapproved by the supervisor.

School Improvement/Professional Development will be paid for up to eight (8) hours per day at the regular hourly rate of pay.

\*\*Custodial and Kitchen Staff used for preparation (set-up) will be paid at regular hourly rate unless overtime.

With the exception of employees who are discharged for reasonable and just cause (see Article 5), employees who have served five (5) or more continuous years of service to the district since the employees last date of hire, who resign or otherwise severs employment (death, permanent layoff or disability) will be paid off at a current rate of pay up to a maximum of \$3,600.00 for accumulated sick leave in conjunction with the following formula: Any person who already has earned credit in excess of this amount will be grandfathered in up to their present level of compensation.

Sick Leave Accumulated	Percent of Daily Rate
0 - 29	45
30 - 43	50
44 - 57	55
58 - 71	60
72 - 85	65
86 - 99	70
100	75

All days earned and on record on June 30, 1994, will be paid at the former 75% standard, provided these days are on record at the time a qualified employee severs employment with the district.

#### **ARTICLE 19. SEVERABILITY**

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

#### **ARTICLE 20. ENTIRE AGREEMENT**

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

## **ARTICLE 21. PENSION**

Pension is provided through Michigan Public Schools Employee Retirement System (MPSERS)

## **ARTICLE 22. COMMUNICATIONS AND AMENDMENTS TO THE AGREEMENT**

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, **2010**. The wages set forth in Article 18 will be paid retroactive to July 1, **2009**. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1, **2010**.

The hourly rates in Article 18 and not more than four (4) other articles will be subject to renegotiations by either party provided notice is given by May 1, **2010**.

In order to foster increased communications between the Union leadership and the Administration, the parties agree, that for the duration of the **2009-2010** successor contract, that representatives of the parties will meet bi-monthly (September to June), at the request of either party, to discuss contract matters and other related issues within the work place. This excludes Article 18, Compensation Issues.

The meeting(s) will be co-chaired by the Superintendent and the Union Chapter Chairperson. At least one (1) week in advance of the meeting, the co-chairs will develop an agenda.

These meetings are not intended to serve to bypass the grievance procedure, nor to extend the time lines for filing a grievance, absent written mutual agreement between the parties.

Unless agreed to the contrary by the co-chairs, attendance at the meetings will be limited to three (3) persons from each party. Meetings conducted during work hours, will not result in a loss of pay.

In the event the parties mutually agree to alter an existing condition of the contract, established procedure, or negotiate new provisions into the agreement; the amendments and/or additions will be subject to the parties' ratification procedures.

Length of Contract - **1** year

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to Chapter Chairperson with a copy to Michigan Council 25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, MI 48906; and if to the Employer, to Byron Area Schools, 312 W. Maple Avenue, Byron, MI 48418, or to any such address as the Union or the Employer may make available to each other.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before May 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY \_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Administrative Assistant

BY \_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Michigan Council 25  
Representative