

CONTRACT

Between the

Bloomington Board of Education

and the

Local 517M,

Service Employees International Union

2013 – 2016

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## ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages and hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and employees and the Union.

## ARTICLE 2 RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all bus drivers, mechanics, custodial, maintenance and kitchen employees, employed by the Bloomingdale Public Schools, excluding all other employees. The word “employees” as used hereinafter shall refer to bargaining unit members, and references to male employees shall include female employees.

Section 2 The Employer and the Union agree that neither shall discriminate against any employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer nor the Union, its agents or members, discriminate against any employee because of exercising rights guaranteed by state or federal law.

## ARTICLE 3 MANAGEMENT RIGHTS

Section 1 The Union recognizes the exclusive prerogative of the Employer to operate and manage its affairs in all respects within the laws of the State of Michigan and the United States and further recognizes that the powers and authority which the Employer has not officially and specifically abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2 The Employer reserves the right to make and effectuate reasonable modifications in rules, assignments, regulations and/or procedures. Said rules, regulations, assignments and/or procedures shall be published and the reasonableness of same shall be subject to the grievance procedure.

#### ARTICLE 4 EMERGENCY FINANCIAL MANAGER

This Agreement may be rejected, modified, or terminated by an emergency manager pursuant to the Local Financial Stability and Choice Act, 2012 PA 436.

#### ARTICLE 5 REPRESENTATION

Section 1 All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by Stewards and a bargaining committee to be chosen by the Union

Section 2 Nothing herein contained shall abridge the right of the individual to process his/her own grievance upon notification of the employer and the Union of his/her intent. The Union may have a representative present at all discussions of the grievance and any adjustments that may result there from shall not be inconsistent with the terms of this agreement. The Union President must be notified by the employer two (2) days in advance of any such meeting to allow he/she time to be present if he/she desires.

Section 3 The maximum number of employees who shall be paid by the Employer while conducting negotiations and processing a specific grievance, under the formal grievance procedure of this Agreement shall be limited to three (3) and compensation shall be at the end of the regular scheduled working hours of any day on an assigned shift. The Employer shall not be obligated to pay employees for attending called Union meetings in preparation of negotiations or in preparation for presentation of a grievance under the formal grievance procedure of the Agreement.

#### ARTICLE 6 JOB STATUS AND FUNCTION OF UNION OFFICIALS

Section 1 The names of the committeemen, stewards, or alternates shall be given in writing to the Employer. No committeemen shall function as such until the Employer has been advised of his selection, in writing by any International Union or Local official. Any changes in committeemen, stewards or alternates shall be reported to the Employer in writing as far in advance as possible.

Section 2 Duly authorized representatives of the Union (i.e. those employees whom the employer has been notified of as being such representatives in accordance with Section 1) shall be permitted to participate in any discussion relative to hours, wages and working conditions at any time upon proper presentation of proper credentials to the Employer or his

designated representative, provided it will not be detrimental to management and the function of school and students.

Section 3 Any committeemen, steward, or alternate or other officer of the Local unit, employed by the Employer, having an individual grievance, in connection with his own work may ask for a member of the bargaining committee to assist him in adjusting the grievance in a manner provided by the grievance procedure.

## ARTICLE 7 SENIORITY

Section 1 Seniority shall be defined for regular full-time and part-time employees as an employee's length of continuous service with the Employer since the last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work in a regular full-time or part-time position at the instruction of the Employer since which he has not quit or been discharged.

Any time worked as a substitute employee shall not be counted for seniority purposes.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work except as hereinafter provided.

Section 2 All new regular full-time and part-time employees shall be probationary employees until they have been employed forty-five (45) working days for the Employer. The probationary period is based on actual days worked by the employees. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him for regular employee status. Any time worked as a substitute will not count toward completion of the probationary period.

During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his length of service.

Upon satisfactorily completing his probationary period, the employee's name shall appear on the seniority list as of his most recent date of hire.

Section 3 Upon the execution of this Agreement an up-to-date seniority list shall be presented to the Unit President within five (5) days after the execution. In

compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Unit President of the Union three (3) copies of the seniority list every three (3) months.

When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letters of their last names. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

When two (2) or more employees are hired on the same day, establishing seniority shall include the factor of time of actual beginning of work on a shift; Employees who start work earlier in the day shall be considered as having an earlier seniority rank.

Section 4 Each employee shall accumulate seniority rights in two categories, as follows:

- (A) Classification seniority.
- (B) Unit-wide seniority for the sole purpose of bidding on positions open in other classifications, if an opening occurs. Fringe benefits will be computed on unit-wide seniority.

Section 5 Notwithstanding their position on the seniority list, the Unit President and those Stewards which the Union can demonstrate as having on-the-job contract administration responsibilities shall, in the event of a layoff, be continued at work as long as there is a job in the bargaining unit said Unit President or Steward is qualified to perform.

Section 6 An employee shall lose seniority if:

- (A) He quits.
- (B) He is discharged and the discharge is not reversed.
- (C) He is absent for five (5) consecutive working days without notifying the Employer and he cannot justifiably excuse the lack of notice.
- (D) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (E) Failure to return from a leave of absence at the end of the authorized period without justifiable cause.

(F) Retirement.

## ARTICLE 8 VACANCIES AND JOB OPENINGS

- Section 1 All new jobs and job vacancies shall be posted on a specifically designated area of one (1) bulletin board in each school facility for a period of fifteen (15) days. The notice shall include the following information: Classification, location of work, anticipated starting date, and hours of work. A copy of the notice shall be placed in the Unit President's time card slot the same day it is posted.
- Section 2 All vacancies shall be filled and promotions made from senior qualified employees within the classification at the time of the posting. Then all employees within the unit shall be eligible to bid and the senior employee applying for the position shall be given the opportunity to fill said position, providing he is qualified to perform the duties at the time of promotion or transfer.
- Section 3 Any employee filling a vacancy by promotion or transfer may be given up to thirty (30) working days to prove his ability. If unable to perform satisfactorily, he will be returned to his former position without loss of seniority or bias at the former position's rate of pay.
- Section 4 When an employee is assigned to a job carrying a lower rate than the job from which he was transferred, he shall receive the rate of pay determined by his unit-wide seniority for the new classification.
- Section 5 Those employees who are promoted to a job carrying a higher rate shall suffer no loss of pay because of such transfer. Upon completion of the thirty (30) working days qualifying period, he shall receive the rate of pay called for in the new classification, based upon length of service with the Employer.
- Section 6 Any employee may refuse a permanent transfer or promotion without loss of seniority. The employee may be asked to sign a slip of his intent to accept or refuse a specific transfer or promotion, such acceptance or refusal slip being limited to the single instance under consideration. The Employer shall have the right to transfer employees for short-term, temporary transfers within their classification for up to five (5) working days. At the end of the five (5) day period, the employee shall have the right to return to their regular position. Nothing shall limit the right of the Employer to continue its practice of asking for volunteers to temporarily transfer to another position within their classification. J



- Section 7 Any employee required to temporarily perform in a higher classification shall receive the next higher rate of pay in the new classification above the rate of pay received in present classification.
- Section 8 In the event that there are not sufficient extra drivers available to perform extra run duties then regular drivers may be requested in order of seniority to perform extra run duties. In the event that no regular drivers so requested agree to perform extra run duties then the lowest senior regular driver may be instructed and expected to perform said duties.
- Section 9 A transfer shall be defined as a change in classification, shift or physical location.
- Section 10 Prior to the beginning of each school year, there shall be Bid meetings for employees in the Custodial and Bus Driver classifications. Bus Drivers shall be provided with the details of each bus run and shall pick their runs in seniority order, beginning with the most senior driver. Custodians shall be provided the details of each position (building, shift/work hours and assigned areas of the building) and shall pick their positions in seniority order, beginning with the most senior Custodian.
- Section 11 When a bus driver is going to be absent from work for more than forty-five (45) calendar days due to a doctor's note, his/her position will be made available on a seniority basis to those drivers for whom the position would result in an increase in daily compensation. When the driver is released back to work from his/her doctor, the driver will return to his/her former position, and the driver who was filling in temporarily will be returned to his/her former position.

## ARTICLE 9 LAYOFF AND RECALL

- Section 1(A) When it becomes necessary to lay off employees due to lack of work or to reduce the size of work force, those employees within the classification selected for reduction who are part-time or probationary employees shall be the first to be laid off. Then within the selected classification those employees with the least amount of seniority shall be laid off.
- (B) Employees who are laid off, who have seniority credit, shall have the right to displace a part-time or probationary employee in another job classification. The displacing employee must have the qualifications that are necessary to

satisfactorily perform in the position being displaced with a minimum of on-the-job training.

- (C) Employees exercising their bumping right and who are placed in a new classification shall for the first six (6) months be considered as a “lay off contingency employee” and shall be subject to displacement during that time period in the event of further layoff action affecting an employee who has more seniority. Upon fulfilling the six (6) months time period in the new classification, the employee shall become vested as a regular employee in the new classification and shall be insulated against further bumping action. Employees exercising this right shall be paid at the rate of pay called for in the new job classification for the first forty-five (45) days. Upon completion of forty-five (45) days, the employee shall be moved up in the pay scale to the rate called for by his unit-wide seniority.

Section 2 In recalling employees following a layoff for lack of work, the laid off full-time employee with the greatest seniority within a classification, shall be the first to be recalled, then all part-time employees shall be recalled according to length of accumulated service with the Employer. Following the recall of all full-time and part-time employees, all probationary employees laid off due to lack of work or reduction of work force, shall be returned to work before any new employees are hired within a classification. The Employer shall determine the priority of classification for recall, except the part-time persons displaced as a result of the bumping action above, shall be recalled regardless of classification and offered an opportunity to fill a position opening when the employee filling their former job (by reason of bumping) does not wish to return to his former classification.

Section 3 There shall be no employee hired until all laid off employees have either returned to work or failed to respond to a written notification sent by mail to their last address left with the Employer, within ten (10) days of the postmark of the notification, within a given classification.

Section 4 The Employer will not use any employees in a classification in which they are not classified if another employee is laid off there from.

## ARTICLE 10 WORKING HOURS AND SCHEDULES

Section 1 For all employees except bus drivers, the normal work day shall consist of eight (8) consecutive hours. The normal workweek shall consist of five

(5) consecutive days, Monday through Friday, inclusive. The normal workweek shall consist of forty (40) hours.

Section 2 Bus Driver Regular AM / PM Route Responsibilities:

A.M. Route: Punch in and Pre-trip, clean windows, mirrors, etc. After students are released to buildings, pick up large trash, check for vandalism, fuel and park at the bus lot. Deliver/discuss discipline slips/write ups and/or address issues with supervisor.

P.M. Route: At 2:30 P.M. punch in and pre-trip, paperwork, clean windows, mirrors, etc. After all students are safely home, fuel, sweep, clean and check for vandalism. Punch out

Once a week power spray bus, until such time as an automated bus washing system is in place, at which time drivers will be required to wash their bus at least 3 times / week.

The above responsibilities are computed as five (5) hours of compensation per day for purposes of calculating eligibility for overtime (in accordance with Article 12, Section 2), retirement contributions and shall be paid a flat Route pay amount in accordance with Article 31.

All special trips, athletic trips, tech center, and preschool runs shall be paid on an hourly basis in accordance with Article 31.

Section 3 The employer agrees to provide, as soon as is reasonably possible, notification to bus drivers of changes that occur which affect their regular assigned runs.

ARTICLE 11 LUNCH PERIOD AND COFFEE BREAKS

Section 1 Custodians, Maintenance, Mechanics: Employees will be accorded two (2) paid coffee breaks of twenty (20) minutes each at the site where working. The employees' scheduled workday shall not include a lunch period. The right to reasonable relief shall not be eliminated. Coffee breaks shall be taken as follows:

- 1st break – near the middle of the first 4 hours.
- 2nd break – near the middle of the last 4 hours.

Section 2 Bus drivers shall be afforded a fifteen (15) minute paid coffee break for each run made during the day. Coffee breaks shall be taken at a mutually agreed upon location. Coffee breaks are to be taken after the morning pickup in all instances except for the teacher drivers, Special Ed run

drivers and skill center driver. Said drivers are to take such breaks only after a time has been mutually agreed upon between driver and supervisor.

Section 3 Head Cooks, Cooks, and Food Service employees shall be afforded break Period(s) according to the following schedule:

8 Hours/day	two (2) breaks, 20 minutes each
6 hours to <8 hours/day	two (2) breaks, 15 minutes each
4 hours to <6 hours/day	one (1) break, 20 minutes
<4 hours/day	no breaks

The right to reasonable relief shall not be eliminated. The employees' scheduled workday shall not include a lunch period.

Section 4 Bus Drivers will be paid \$5.50 for each special trip of at least two (2) hours for meal expenses.

## ARTICLE 12 OVERTIME PAY

Section 1 All employees except bus drivers shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week except as provided in Section 3 of this Article.

Daily Overtime Assignments – The assignment of daily overtime to custodians shall be equalized among the custodians who regularly work in the building where the overtime is to be worked. If no custodian in the building wants the overtime, or (the assignment) is more than three hours duration, it shall be equalized among all other custodians as per contract.

Sunday Overtime – In order to fairly share overtime at double pay on Sundays, a list of all custodians who want Sunday work shall be kept (each custodian must be responsible for getting his name on the list), and assignment shall be equalized among the custodians as their name appears on the list. No cumulative hours shall be kept on Sunday assignments, but hours will be checked off in order to assure fair offering of the Sunday hours.

Saturday Overtime – Saturday overtime for all custodians shall be equalized as per Article 12, Section 7 of our contract.

Section 2 Bus drivers shall be paid one and one-half ( 1 ½) times their regular rate of pay for all time in excess of eight (8) hours in any one day.

(A) Bus drivers shall be paid their regular run rate for special trip time.

(B) Punch in time to time of arrival and leaving time to punch out time to be considered special trip driving time. Time of arrival to time leaving to be considered special trip nondriving time.

(B2) A log for special trips shall be kept by the special trip driver. Time of arrival and leaving time shall be noted and signed by the chaperon or sponsor on this log.

Section 3 For all employees except bus drivers, two (2) times their regular rate of pay shall be paid under the following circumstances:

(A) For time worked in any shift which begins on a Sunday or holiday enumerated in Section 1 of Article 20. Time worked beyond the first eight (8) hours of such shift, if such time extends into a day not a Sunday or holiday shall be paid at the rate of one and one-half (1 ½) the regular hourly rate.

(B) For time actually worked on a Sunday or holiday enumerated in Section 1 of Article 20, in excess of the first eight (8) hours of a shift which begins on a day not a Sunday or enumerated holiday.

Section 4 Bus drivers shall be paid at the rate of two (2) times their special trip rate for all time worked on a Sunday or enumerated holiday in Section 1.B. of Article 20.

Section 5 If in any work week, as the result of a shift change, employees are permitted to or required by the Employer to work the number of hours in the then established weekly working schedule of his new shift, he will be reimbursed for time lost as a result of such shift change.

Section 6 No employee's regular shift shall be changed to avoid payment of overtime.

Section 7 This section is applicable to all employees except bus drivers. A roster of all employees who desire overtime or extra hours will be set up by classification. Overtime and extra hours will be equalized among those employees as their names appear on each roster. The employees with the least amount of overtime or extra hours shall be charged on the roster in black with all hours worked. Any employee on such roster who refuses such overtime or extra hours shall be charged with all hours he or she could have worked in red. If no employee in the classification is willing to work overtime, then the supervisor shall offer the overtime to other senior qualified employees in the unit without regard to classification. For the purpose of equalizing overtime, a variant of 12 hours shall be regarded as permissible.

## Section 8

Separate rosters for the Skill Center and sports take home runs shall be established and posted as extra bus runs. Only drivers who volunteer and have seniority shall be entered on the rosters in seniority order at the beginning of the school year. However, if there are less than six (6) drivers on the list, the Employer may enter substitute drivers onto the list to reach the six (6) drivers total. At such time as new drivers complete their probationary period, they shall have the opportunity to volunteer and be entered onto the lists.

- (A) A special trip roster will be posted with the drivers' names starting with the most senior driver.
- (B) The special trip roster will be split into two sessions. A fall session from the beginning of school until winter break. The second session from winter break until the end of the school year.
- (C) The earliest dated trip shall be given to the most senior driver who has posted their name on the special trip roster. The above shall continue by seniority until all trips received have been given to all drivers on the special trip roster.
- (D) If the driver cannot take one or more of the trips given to him/her it is his/her responsibility to either trade trips with another driver on the special trip roster or turn the trip back in to the Supervisor for reassignment according to the rotation, provided the trip is turned back in as soon as possible but not less than five (5) work days prior to the date of the trip. All changes by the driver must be reported to the transportation office.
- (E) All long special trips such as: Chicago, Detroit, etc. The earliest dated trip shall be given to the most senior driver on the special trip roster. The next dated trip shall be given to the most senior driver on the special trip roster. This will continue until all long special trips are given out. A long trip is a trip greater than 120 miles one way.
- (F) There will be a one-week period at the beginning of the school year and after winter break to put your name on the special trip roster.
- (G) The special trip list will be prepared to show:
  - 1. Number of buses required.
  - 2. Destination.
  - 3. Purpose.
  - 4. Teacher or person in charge.

5. Estimated duration of the trip.
6. Date, time, place of departure
7. Estimated number of passengers per bus.
8. A column where the drivers may insert their names showing that they drove the trip.

- (H) Drivers may at their own discretion trade trips with drivers on the trip roster.
- (I) Regular Run – A provision of regular transportation for students to and from school over an assigned route.  
 Extra Run – A regularly scheduled run which currently includes pre-school, vo-tech, and summer school.  
 Special Trip – A provision of transportation for students, or other authorized personnel; to attend extra-curricular activities, field trips, or educational and recreational excursions authorized by the district.
- (J) If a driver is skipped on the Extra Run list because of time conflicts between the extra run and their regular run due to their originating school, that driver shall not lose their turn on the list but shall be offered that next available Extra Run that does not cause a time conflict.
- (K) If a driver on the trip list(s) quits, retires, or otherwise leaves their employment with the District, all trips previously assigned to that driver will be turned in to the Supervisor and will be reassigned according to the rotation process.

Section 9 Whenever a custodian is assigned to extra work for an event, he shall not be responsible for any form of supervision of the event or it's participants. The custodian will perform assigned work during time not actually assisting the event. The custodian will notify sponsor of the event where he may be located if needed to assist the event. The custodian will be responsible for leaving the building cleaned and ready for the next use.

ARTICLE 13 CALL IN TIME

Section 1 Any employee, except bus drivers, reporting for work in his normal starting time when no work is available, shall receive a minimum four (4) hours pay at the regular rate unless such employees are notified at least one (1) hour prior to his starting time.

- (A) Any bus driver reporting for work at his/her normal starting time when no work is available, shall receive a minimum of two (2)

hours pay, at the regular run rate, provided the phone call fan out system has not been set in motion.

Section 2 Any employee called out to work for any hours outside their normal working hours shall be paid a minimum of two (2) hours pay at their regular rate.

Section 3 Employees who are essential and called in to work on a day when school is closed due to inclement weather shall report and be paid at the rate of one and one-half times of their regular hourly rate for all hours worked on such day. Maximum payment possible for such a day will be equivalent to twelve (12) hours regular pay for that eight (8) hour day.

#### ARTICLE 14 SICK LEAVE

Section 1 For all employees except bus drivers: All sick leave shall be accumulated from date of hire at the rate of one (1) day per month of employment. The minimum of ten (10) days accumulation and a maximum of twelve (12) days in any one anniversary year to a maximum of one hundred (100) days. This provision applies to all employees covered by this Agreement, except extra run drivers, whose sick days will be computed on an eighty (80) hour minimum basis. (The Month's hours divided by one months number of worked days will be equal the number of sick hours available). For Bus Drivers: Bus Drivers will be granted 4 sick leave days at the beginning of the school year. Whatever sick leave days the employee does not utilize by December 1st will be paid at the AM/PM rate (or in the case of the vo-tech driver, the payment shall be the average hours/day for the vo-tech run) or if the employee desires, he/she may bank those days. Employees will be granted 5 sick leave days at the beginning of December through the end of the school year with the same procedure being implemented as above. Application to be paid for sick leave days must be made on a sick leave request form by December 1st and June 1st. Payment for sick leave days are only applicable for the 4 sick leave days given at the beginning of the school year and the 5 sick leave days given after December 1st. The sick leave days being paid will not be banked days.

Section 2 Sick leave will be taken only for the following reasons and will be compensated for under the following conditions: for a service-connected disability other than that for which the Employee receives Worker's Compensation insurance benefits for lost time, and illness an employee may contract preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty; any injury or illness in his immediate family which requires presence away from work – for the purpose of the Agreement the immediate family shall



consist of spouse, parent, child, mother-in-law and father-in-law. Also any on-duty disability an employee may sustain excepting there from injury that may be sustained while being temporarily in the employ of another during his time off or such injury that may be sustained in connection with his conviction or the violation of an ordinance or law. Sick leave shall also be taken for medical and dental appointments scheduled by the employee and verified to the Employer one week in advance or as soon as scheduled. Such absence shall be deducted from sick leave on an hourly basis.

- Section 3 Sick leave will be applied to lost time and deducted for service-connected disability, other than that for which the employee receives worker's compensation insurance benefits for lost time; only upon receipt of a statement signed by his physician (unless Employer requests a designated physician) to the effect that the injured employee is unable to perform his regular duties or such temporary tasks available in the framework of the Employer's business function, in which event said employee's earned sick leave shall be used at the rate of one (1 sick leave day for each day of such service-connected disability until such leave is exhausted. Any employee's absence from duty due to a service-connected disability for which he is receiving Worker's Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the benefits of the Worker's Compensation received by his for such service-connected disability and his normal wage or salary; in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave for each day of such service-connected disability until such sick leave accumulation has been exhausted.
- Section 4 A medical certificate may be required in the absence of reasonable evidence of an employee's illness, and illness or injury that prevented his attendance at work for a period in excess of three (3) days before compensation will be allowed.
- Section 5 Sick leave shall be accumulated from date of hire and accruals shall be retained by an employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification to another; a classified employee who is recalled from a layoff.
- Section 6 In the event sick leave accumulation is exhausted during the term of an illness, the Employer shall grant, upon written application of the employee, an unpaid sick leave for the specific illness of up to two (2) years.

Section 7 After accumulated sick leave is exhausted, an employee may borrow up to five (5) days of unearned sick leave from his anticipated accumulation in the present employment year. Before becoming eligible to borrow this sick leave, an employee must authorize in writing the deduction by the employer from his final check of an amount equal to that amount paid the employee for any borrowed but not yet accumulated sick leave.

Section 8 Any employee may voluntarily transfer up to two (2) days of their accumulated sick leave to another bargaining unit member when that member (or his/her spouse) has a long-term illness. The individual may accept up to fifteen (15) days so donated.

#### ARTICLE 15 BEREAVEMENT LEAVE

In the event there is a death of a listed relative of an employee or their current spouse, such employee shall be allowed up to three (3) days bereavement pay. Proof of death may be required by the Employer. The first two (2) days shall be paid by the Employer and the remaining one (1) day shall be deducted from sick leave accumulation. Listed relatives are Grandparents, parents, spouse, children, brother, sister, and grandchildren. For nieces, nephews, aunts, uncles, and cousins, the employee may use up to two (2) days sick leave.

#### ARTICLE 16 MILITARY LEAVES

The right to re-employment and the continuous seniority rights are guaranteed for any employee, now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, State of Michigan.

- (A) Such leave of absence shall be granted employees in the classified service for service in defense of the Country or who are members of the National Guard, or of the Reserve Corps or forces in the Federal Military, Naval, Marine or Coast Guard service as authorized by said Veterans Preference Act with respect to status and re-employment.
- (B) Whenever employees who are members of the National Guard Naval Reserve, Marine Reserve, or Air Force Reserve are called to active duty, they shall be entitled to a maximum of two (2) weeks of leave annually without loss of pay. An employee on such duty shall be compensated for the difference between his normal pay and that which they receive for the performance of said active duty.
- (C) Employees who have been in the Armed Services of the United States, under military leave from the Employer shall upon reinstatement to re-employment, be given credit for the time spent in the Armed Forces, the same as though the time spent in the Military Services had been spent in the employment of the Employer, providing that such employee has received an honorable separation from the Armed Services.

## ARTICLE 17 MATERNITY/PATERNITY – LEAVES

Section 1 Employees shall be allowed to take a maternity leave of absence from their employment upon request from attending physician, not to exceed on (1) year. Such employees must apply for reinstatement to active employment within five (5) working days after being released by the attending physician and shall be recalled to work to her former position within five (5) working days from such application providing her former position still exists, returned to the same salary from which she left. Any person filling such leave position shall enjoy employment rights only for duration of such leave. Vacancies caused under the provisions of this section shall not be posted for bidding.

Section 2 Employees shall be allowed to take a maternity leave for adoption, or a paternity leave for birth or adoption, from their employment, not to exceed ninety (90) days, from the date of birth or adoption. Such employees shall notify the Employer at least five (5) working days in advance of their return to work and shall return to the same position/salary from which they left. Any person filling such leave position, shall enjoy employment rights for the duration of such leave. Vacancies caused under provisions of this Section shall not be posted for bidding.

## ARTICLE 18 MISCELLANEOUS LEAVES OF ABSENCE

Section 1 Employees elected or appointed as Local 517 Union Officers shall be granted an unpaid leave of absence during tenure in office of up to a maximum of two (2) years and one (1) month. Seniority shall not accumulate during this leave.

Section 2 An unpaid leave of absence may be granted for personal reasons for a period of up to forty (40) days upon application to his immediate supervisor for approval. Seniority rights shall accumulate during such leave.

Upon application to and with the approval of the supervisor, up to a maximum of twenty (20) additional days unpaid leave may be granted. This additional leave is taken without seniority accumulation. The granting or denying of such applications shall at all times be within the sole prerogative of the Employer.

Section 3 The Employer may grant leaves of absence to Union members upon request of the Union for the purpose of conducting official union business, including conventions, workshops, and other similar activities related to

the representation of the employees covered by this Agreement, in accordance with the following guidelines, namely:

- (B) The leave shall not materially interfere with the normal operations of the Employer or with the discharge of the employee's duties and shall not exceed five (5) days. (C) The Union may be granted, based on operational needs at the discretion of the Superintendent, up to forty (40) hours per year of union leave time for the purpose of allowing designated bargaining unit members to participate in union activities outside of the District. The first 16 hours of such leave shall be paid. The request shall be signed by the Unit President and shall be submitted to the Superintendent for approval at least one week in advance of the leave. (A) Not more than two (2) employees shall be granted a leave at one time.

#### ARTICLE 19 JURY DUTY

An employee who is called for jury duty or to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the employee is the party to the action shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance.

#### ARTICLE 20 HOLIDAYS

Section 1 A. The following days shall be recognized as paid Holidays for all Custodial, Maintenance, Mechanic employees, and employees with classification of Cook:

One Full Day New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Eve Day  
Christmas Day

B. Food service employees and all regular bus drivers shall be entitled to holiday pay for the following holidays:

New Year's Day  
Thanksgiving Day  
Day following Thanksgiving

Christmas Eve Day  
Christmas Day

- Section 2 The above Holidays in Section 1.A. shall apply to all custodial, maintenance, cooks and mechanic classifications only. If any of the holidays specified in 1.A. above occur on a Sunday, the following Monday shall be observed as the Holiday. When any of the holidays occur on a Saturday, the preceding Friday shall be observed. When any of the above holidays occur on a Monday or Friday under this provision and school is in session, the eligible employees shall work the normal week of five (5) days and receive six (6) days pay. Holiday pay shall be at the regular hourly rate for the amount of hours that the employee would have normally worked. To be eligible for holiday pay, an employee must have worked the last scheduled day prior to the Holiday and the first scheduled day following the Holiday.
- Section 3 If the employee is on vacation on any of the above named Holidays, he shall be entitled to an additional day off with pay for the Holiday or shall receive eight (8) hours of pay for the Holiday.
- Section 4 Employees off sick on the Holiday or the day before or after the Holiday may be required to submit medical proof of illness to receive Holiday pay.

ARTICLE 21 VACATION

- Section 1 All custodial, maintenance and mechanic employees who have completed one (1) year or more on continuous employment with the Employer since their last hiring date (anniversary to anniversary) shall receive two (2) weeks vacation after one (1) year, three (3) weeks vacation after five (5) years, four (4) weeks vacation after nine (9) years, and five (5) weeks after 15 years. There shall be no loss of pay for the above vacation period.
- Section 2 Employees entitled to vacation under Section 1 of this Article shall be required to submit to the Employer a written request at least fifteen (15) days prior to their proposed vacation period indicated on their request. If there are two (2) or more employees who request the same vacation time off and both or all cannot be spared at such time, preference will be given to the employee with the greatest unit seniority. The Employer must answer all employees' requests for vacation leave in writing within five (5) calendar days after receipt of such request.
- Section 3 The employee shall request a proposed vacation at least fifteen (15) days in advance. If the employee is denied his requested vacation period, he shall be paid the amount he would have received for said vacation period in addition to his salary earned by working during that period or said vacation shall be scheduled at another time of the employee's choice,

provided that the vacation shall not be scheduled prior to fifteen (15) days from the date of the first denial and shall not be scheduled during the time first denied.

- Section 4 Should an employee be terminated, all accrued vacation shall be pro-rated and paid.
- Section 5 In the event an employee on sick leave has exceeded his or her sick leave bank, he or she may utilize unused vacation as sick leave at the employee's option.
- Section 6 Employees must take one-half (1/2) of their vacation at times when school is not in session.
- Section 7 Any employee with fifteen (15) or more years of continuous service may, as an option, bank one-half (1/2) of their yearly vacation time, up to a total accumulation of 320 hours (8 weeks), to be used as an extended sick leave benefit. Any hours remaining in the vacation time bank will be paid 100% at the employee's last regular rate of pay, upon leaving the service of the school district. When the vacation time banked hours are being used as sick leave, they shall only be used after all regular sick leave and personal days have been exhausted. Banked vacation time may not be used for extending vacations at some future time.

#### ARTICLE 22 NON-BARGAINING UNIT EMPLOYEES/SUBCONTRACTING

- Section 1 Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in the following types of situations:
- (A) The expediency rising out of an unforeseen circumstance which calls for immediate action.
  - (B) In the instruction or training of employees, demonstrating the proper method to accomplish a task assigned.
  - (C) Youth Employment and Training Programs if no employee suffers loss of pay.

#### ARTICLE 23 SAFETY AND HEALTH

- Section 1 Any physical examination required by the Employer shall be at the expense of the Employer. This physical examination shall be at the office of the physician appointed by the Employer.
- Section 2 Employees must immediately report to their supervisor all accidents or injuries sustained by students or themselves.

Section 3 All employees shall observe all reasonable safety rules which are established by the Employer. All employees and the Employer shall comply with Federal and State laws, which have been or may be enacted in the future. The employees shall use such safety equipment as required by the Employer. All such required safety devices or equipment shall be at the expense of the Employer.

Section 4 Comments concerning safety and health of and by employees, which are directed through channels, shall receive appropriate attention by supervision and/or administration.

The Employer agrees to provide sufficient bulletin boards in the buildings as are needed to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections. These bulletin boards will be used exclusively by the Union for the above purpose.

#### ARTICLE 24 BULLETIN BOARDS

#### ARTICLE 25 MILEAGE

When an employee is required by his supervisor to use his own automobile for the Employer's business, he/she will be reimbursed at the IRS mileage rate.

#### ARTICLE 26 GENERAL

Section 1 It shall be the responsibility of each employee to meet qualifications for any license required for the performance of his job responsibility. The employer shall pay for the cost of renewal for our current bus drivers license.

Section 2 For the purposes of this Agreement, the term "regular employee" is any full-time or part-time employee regularly assigned to perform a specified duty. The term "substitute employee" shall mean any employee who is temporarily used to fill in for absent regular employees, such as during vacation periods or sick leave.

Section 3 Upon proper notification, the Employer shall allow Union meetings to be held in school facilities, the area to be used for such purpose shall be designated by the Employer.

Section 4 On any day when school is closed due to inclement weather, fire, mechanical failure, epidemic, health condition (as defined by Township, County or State), or a condition beyond the control of the Board which can be counted as time for student instruction, employees other than in the Maintenance employees shall be required to report on all days which are

cancelled (whether or not the day can be counted as day of student instruction) and shall receive time and one-half for all hours worked. Employees in any other job classification who are called in to work on such days receive time and one-half for all hours worked.

On days which cannot be counted as student instruction time:

- (A) Employees in the bus driver and food service classifications need not report and shall have the option to use personal, sick or vacation time to make up for loss of pay.
- (B) Employees in the Custodial classification shall report to work at their regular rate of pay unless directed by their Supervisor not to report, in which case they shall have the option to use personal, sick or vacation time to make up for loss of pay.

If a school day is halted because of inclement weather, Custodians on duty may, at the discretion of the Supervisor, leave after students and staff have departed. Custodians who are not at work because of later starting assignments are expected to report to work unless notified and shall be paid at their regular rate of pay. If the start of a school day is delayed, Custodial, Maintenance, Cooks and Food Service employees shall report at their regular time.

- Section 5 There shall be a twenty-cent (.20) per hour premium on the night shift.
- Section 6 The Board reserves the right to change an employee's daily job responsibilities (within the employee's classification and not including a change in work hours) if the need arises due to absenteeism of other bargaining unit employees.
- Section 7 Driver school required by the State shall be paid at the rate of two-thirds (2/3) of the regular run rate up to a maximum of the hours required by the State for all bus drivers while in attendance. Meals will be provided as per scale in Article XI, Section 4. Payment will be made in the first thirty (30) days after school starts.
- Section 8 When bus drivers are required to attend meetings called by the Employer, they will be paid at the rate of two-thirds (2/3) the regular run rate.
- Section 9 All required tools for Custodial-Maintenance shall be provided by the Employer. Mechanic hand tools shall be replaced by the Employer for breakage accorded on the job, such tools to be replaced in kind.
- Section 10 The Employer shall continue his current practice in supplying uniforms for Cooks and Mechanics.



- Section 11 The purpose of computing pay time clocks shall be carried to the nearest quarter (1/4) hour. Starting time shall be posted and pay computed from the starting time consistent with this Contract.
- Section 12 All employees, except bus drivers, required by the Employer to attend training classes or schools to further their education or training pertinent to their jobs with the Employer, shall have such training or schooling paid for by the Employer. Employees' work hours or shift hours shall not be changed nor shall any employee suffer any loss of pay as a result of attendance at such training or school.
- Section 13 All employees shall be afforded two (2) days per year as personal leave days which may be taken in one-half (1/2) day blocks for the purpose of conducting urgent personal business which cannot be conducted at another time, provided that the approval of the Superintendent or his designate is required. Any personal leave days which have not been used by the employee prior to the end of the year shall be credited to the employee's sick leave accumulation.
- Section 14 Recognizing the need for consistency and student control, a driver assigned temporarily to a run (because of illness or other cause of absence on the part of the regular driver) may be kept on that run for up to five (5) days or one full week without regard to Article XII of this Contract, until the regular driver returns, or until re-assignment of the run is made according to terms of this Contract.
- Section 15 It is understood that bus drivers are available for service on any runs.
- Section 16 Employees shall perform all regularly assigned duties in a thorough and expeditious manner. Failure to maintain the highest quality of work performance by employees shall be cause for presuming that the offending employee(s) has committed a "Group 2" offense as provided in Article 27.
- Section 17 Any person fifty-five (55) years of age, or older, who retires after ten (10) years of service to Bloomingdale Public Schools will be paid twenty dollars (\$20.00) per day for each day of sick leave accumulation.
- Section 18 Bus Drivers shall be paid at two-thirds of their regular rate of pay for time involved in taking the road test required by the State for licensure or time involved in taking the road test required by the State for licensure or re-issuance of a license. The Employer will provide a bus for this purpose.
- Section 19 The Employer shall furnish at the start of each school year, one pair of work shoes for the cooks (including 7 hour Food service personnel), custodians and maintenance employees or shall reimburse up to thirty dollars (\$30.00) for the shoes upon proof of purchase given to the

Employer. This section shall apply to new cooks, custodians and maintenance employees upon the successful completion of their probationary period.

ARTICLE 27 DISCIPLINARY PROCEDURE

Disciplinary procedure shall be administered by the Employer. Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Misconduct in which disciplinary procedure shall apply is divided into three (3) groups:

Group 1	.....	Minor Offenses
Group 2	.....	Intermediate Offenses
Group 3	.....	Major Offenses

OFFENSES FALLING INTO GROUP 1 SHALL INCLUDE

Willful violation of safety rules or common safety practice.

Willful disobedience of a reasonable and safe request.

Unauthorized absence from work without sufficient reason.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE

First offense within a year ... Written warning.

Second offense within a year ... One workday suspension without pay.

Third offense within a year ... Five workday suspension without pay.

Fourth offense within a year ... Discharge

OFFENSES FALLING INTO GROUP 2 SHALL INCLUDE

Tardiness at commencement of work or after lunch in excess of two (2) instances in one (1) month without sufficient reason.

Intentional unprofessional conduct.

Reporting sick and accepting sick leave falsely.

DISCIPLINARY PROCEDURE FOR THIS GROUP SHALL BE:

First offense within 2 years	Three workdays suspension without pay.
Second offense within 2 years	Five workdays suspension without pay.
Third offense within 2 years	Discharge.

OFFENSES FALLING INTO GROUP 3 SHALL INCLUDE:

Intentional destruction of school property.

Misuse or removal from the premises of school property without proper authorization.

Intentionally falsifying any time keeping record.

Consumption of alcoholic beverage or having it on your person during working hours.

Use or possession (defined as having it on your person, in your work area, or in your vehicle on school grounds) of non-prescribed illegal controlled substances during working hours.

Gross insubordination.

Reporting to work under the influence of alcoholic intoxicants or non-prescribed or illegal drugs. This includes any positive drug screening result from a drug screen provided under federal or state law.

DISCIPLINARY ACTION FOR THIS GROUP SHALL BE:

Discharge.

Any offenses in Group 2 may be construed to be in Group 1.

Any offenses in Group 3 may be construed to be in Group 2 or Group 1.

ARTICLE 28 GRIEVANCE PROCEDURE

Section 1 A grievance shall be defined as an alleged violation of the meaning, interpretation or application of a specific article or section of this Agreement.

Section 2 If any grievance arises, there shall be no stoppage or suspension or work because of such grievance.

Section 3 Step 1.

Any grievance or complaint shall be discussed with the supervisor for settlement. Any employee or group of employees who have a grievance may be accompanied by their steward, if so desired, and must submit the grievance to the supervisor, stating that they are starting step one of the grievance procedure, within fifteen (15) calendar days from date of occurrence. The supervisor shall investigate and advise the grievant and/or steward of the disposition of the complaint within five (5) regularly scheduled working days after it has been made to him. In the event the matter is not satisfactorily settled in this manner, the following procedure shall apply.

Section 4 Step 2.

To be processed hereunder, a grievance must be reduced to writing, must state the facts upon which it is based and when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee filing the grievance, and must be presented to his supervisor within five (5) regularly scheduled working days after receipt of the oral answer. The supervisor shall provide a written answer to the aggrieved employee and to the Steward within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the employee or his steward shall so indicate in writing, giving one (1) copy of the settled grievance to the supervisor.

Section 5 Step 3.

If the grievance has not been settled at Step Two, and if it is to be appealed to Step Three, a written notice of such appeal must be served upon the Superintendent or his designated representative within five (5) regularly scheduled working days after receipt by the steward and/or the employee of the supervisor's Step Two answer. The Union representative and the Superintendent and/or designee shall meet to consider the grievance within seven (7) regularly scheduled working days after the notice of appeal to this step. The Superintendent or his designated representative shall give the Union representative a written answer to the grievance in triplicate, communicated through the mail to an address supplied to the Superintendent or his designated representative by the Union, postmarked no later than two (2) regularly scheduled working days after the date of such meeting.

Section 6 The Union, if not satisfied with the Superintendent's disposition of the grievance, may within five (5) days of receipt of notification of the Superintendent's disposition, notify the Employer of its intent to submit the grievance to mediation.

A mediation meeting will be set up as soon as feasible with all parties concerned.

Section 7 Step 4.

If the grievance is not satisfactorily settled by any of the above provisions, the Union shall submit the grievance to a committee of the Board of Education through notification of the Superintendent; such grievance must be submitted within five (5) working days after conclusion of mediation or written receipt of the answer from the Superintendent. All grievances as submitted shall be discussed by the committee of the Board and the Union prior to the next regularly scheduled Board meeting, provided that there are seven (7) days available in which to call together the committee. At the end of such meeting the grievant and Union shall be advised of the recommendation to be made to the full Board. The Board of Education will submit the written answer within five (5) days of the Board meeting.

Step 5.

If the grievance is not settled by any of the above steps, the Union may, within fourteen (14) calendar days after the receipt of the written answer from the Board of Education, obtain a panel of five (5) names from the State Labor Relations Service. A copy of the Union's request for said panel shall be forwarded to the Employer. The arbitrator shall then be selected from said panel of five (5) names by each deleting in turn one name until only one name remains. The arbitrator may determine the effective date for his disposition of a grievance, shall have full authority in any way the facts justify to alter or change discipline or discharge penalties imposed by the Employer. The arbitrator shall have jurisdiction only to interpret, apply in compliance with this Agreement and shall not add to or detract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expense of the arbitrator and the cost of the place of such hearing as is selected for the hearing by mutual agreement of the parties will be equally divided between the Employer and the Union. The parties shall bear individually the costs of presenting their respective case in arbitration.

TIME LIMITS

Time limits may be extended by the Employer and the Union, in writing; then the new date shall prevail.

- (A) Any grievance not advanced to the next step within the time limit within that step by the employee or the Union, shall be abandoned and not subject to further appeal.

- (B) Any disposition of an appeal step which is not issued by the Employer within the time limits specified shall result in a forfeiture of further Employer disposition on the matter.
- (C) The relief requested in the grievance shall take effect upon confirmation that the time limits provided for disposition by the Employer in the above grievance procedure have been exceeded.
- (D) Any employee challenging discharge by reason of lack of just cause shall initiate such grievance in writing as specified in Step 2 with five (5) regularly scheduled work days from the date of discharge and such grievance shall be processed thereafter as any other grievance that reached Step 2.

## ARTICLE 29 JOB DESCRIPTIONS

The Employer shall reserve the right to develop and publish job descriptions for all classifications covered by this Agreement. Copies of all descriptions shall be forwarded to the Union. Upon a showing that any new or modified job description will have a more than the minimum impact on an employee's working conditions, the Union may request, within ten (10) days of having received said job description(s), to meet and confer with the Employer regarding same. If no agreement can be reached concerning said job descriptions, the Union may pursue relief through the Grievance Procedure.

ARTICLE 30 WAGES

ALL WAGES EXCEPT DAILY RUN RATE:

INCREASE

13-14	"Me too"	Provision
14-15	"Me too"	Provision
15-16	"Me too"	Provision

	<u>13-14</u>	<u>14-15</u>	<u>15-16</u>		<u>13-14</u>	<u>14-15</u>	<u>15-16</u>
<b>BUS DRIVER</b>				<b>am &amp; pm run DAILY</b>	\$72.00	\$72.00	
starting	\$12.69	\$12.69		<i>hrly amt for mpers</i>			
1st	\$13.06	\$13.06		<i>reporting</i>	\$14.40	\$14.40	
2nd	\$13.47	\$13.47					
3rd	\$13.88	\$13.88					
4TH	\$14.29	\$14.29					
DOWN TIME	\$9.53	\$9.53					
<b>HEAD COOK</b>				<b>LEAD MAINT</b>			
starting	\$12.12	\$12.12		starting	\$14.11	\$14.11	
1st	\$12.46	\$12.46		1st	\$14.54	\$14.54	
2nd	\$12.84	\$12.84		2nd	\$14.98	\$14.98	
3rd	\$13.22	\$13.22		3rd	\$15.43	\$15.43	
4TH	\$13.62	\$13.62		4TH	\$15.89	\$15.89	
<b>COOK</b>				<b>CUSTODIAN</b>			
starting	\$10.41	\$10.41		starting	\$12.93	\$12.93	
1st	\$10.73	\$10.73		1st	\$13.33	\$13.33	
2nd	\$11.06	\$11.06		2nd	\$13.71	\$13.71	
3rd	\$11.38	\$11.38		3rd	\$14.13	\$14.13	
4TH	\$11.73	\$11.73		4TH	\$14.56	\$14.56	
<b>FOOD SERVER</b>				<b>MAINTENANCE</b>			
starting	\$9.43	\$9.43		starting	\$13.50	\$13.50	
1st	\$9.73	\$9.73		1st	\$13.90	\$13.90	
2nd	\$10.03	\$10.03		2nd	\$14.30	\$14.30	
3rd	\$10.33	\$10.33		3rd	\$14.73	\$14.73	
4TH	\$10.63	\$10.63		4TH	\$15.18	\$15.18	
<b>LEAD MECHANIC</b>				<b>MECHANIC</b>			
starting	\$15.43	\$15.43		starting	\$14.11	\$14.11	
1st	\$15.89	\$15.89		1st	\$14.54	\$14.54	
2nd	\$16.36	\$16.36		2nd	\$14.98	\$14.98	
3rd	\$16.84	\$16.84		3rd	\$15.42	\$15.42	
4TH	\$17.33	\$17.33		4TH	\$15.88	\$15.88	

The wage scale will remain unchanged from the 2012-2013 scale, unless Administrators/Directors or any bargaining unit in the District receives an increase on the base in salary/wages, in which case the same percentage increase will be applied to the wage scale for bus drivers and the hourly rate for the maintenance position. Incentive earnings such as B2 assignments and state mandated student achievement incentives are excluded from the “me-too” provision. In the event that the District authorizes any other one-time bonuses or incentives to any employee or employee group which are not included in the base, the District will determine the amount the payment equals as a percentage of the applicable wage-schedule for the employee(s)/bargaining unit receiving the payment, and all bargaining unit members will receive a payment of an equal percentage of their pay schedule.

All step changes become effective each July 1st. The step change from starting step to 1st step occurs the next July 1st, regardless of the hiring date.

The superintendent reserves the right to place a new employee at any higher step on the wage scale, depending on prior experience or other factors that may make it advantageous for the district and/or employee to do so. No new employee shall be placed at a step higher than any existing employee within a classification.

Employees who move from one job to another will be placed on the step of the new classification with credit being given for total district-wide service.

## ARTICLE 31 INSURANCE

Section 1 Employees in the Custodial, Maintenance, Head Cook and Mechanic classifications will contribute towards health insurance in amounts in compliance with the legislation.

The Employer shall pay the remainder of the premium costs. Employees who do not take health insurance will receive \$610/month, which may be applied toward any of the MESSA non-taxable options (life insurance, STD, LTD) or any annuity company approved by the Board. At the earliest possible date after ratification, the health insurance plan shall be changed to the MESSA Choices plan.

Section 2 The Employer will contribute the single subscriber rate toward the health insurance for each month that a full-time cook works (10 months). Full-time cooks will have an option in lieu of insurance in the amount of \$305/month.

Section 3 The Employer shall provide all employees in the Custodial, Maintenance, and Mechanics classifications with Life Insurance coverage on the individual employee, either in conjunction with M.E.S.S.A. Choices health



insurance coverage under Section I of this Article, or in supplemental coverage equal to the life insurance coverage in conjunction with the M.E.S.S.A. Choices health insurance coverage under Section 1 of this Article. The Employer shall assume the total cost of such coverage.

Section 4 The Employer will contribute \$120.00 per month toward the purchase of insurance for each month that a food service employee or regular bus driver works (10 months). Should the employee desire such coverage, the difference between the cost of coverage and the Employer’s contribution shall be payroll deducted. To be eligible for this contribution, the employee must be regularly scheduled to work a minimum of fifteen (15) hours per week.

MESSA Choices			
Medical –	In-network deductible		\$200/\$400
	Out-of-network deductible		\$400/\$800
	Office Visit Co-pay		\$10
	Urgent Care Co-pay		\$25
	ER Co-pay		\$50
	Prescription Co-pay		\$10 brand/\$20 generic

Delta Dental -	Class I 80%, Class II 80%, Class III 80%, Class IV 80%		
	Annual Max		\$1,500
	Lifetime Max		\$1,200
	Cleanings		2 per year

VSP3 Vision			
Life Insurance			\$20,000
A.D.&.D.			\$20,000
Long Term Disability	Replacement income		66.67%
	Max monthly benefit		\$7,500
	Waiting period		90 calendar days

Section 5 All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be

controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

Where spouses are both employed by the Board, the Board shall not be obligated to provide dual health insurance coverage. Where spouses are both employed by the Board, one employee must elect the MESSA and/or Board approved annuity option.

#### ARTICLE 32 SEPARABILITY

In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

It is further provided that in the event any provisions are so invalidated this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions.

This Agreement shall be in effect from July 1, 2013, to June 30, 2016, and thereafter subject to sixty (60) calendar days notice in writing by either party prior to the expiration date of this Agreement of a desire to amend or modify this Agreement. Such notice shall specify the part or parts of this Agreement to be amended or modified, but shall not be restrictive of the subjects to be negotiated.

ARTICLE 33 DURATION

FOR THE EMPLOYER

*Justin R. Reich*  
\_\_\_\_\_  
*Paul R. [unclear]*  
\_\_\_\_\_  
*William Harrison*  
\_\_\_\_\_  
*Mark Han*  
\_\_\_\_\_  
*Jamie Walle*  
\_\_\_\_\_

FOR THE UNION

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_