

AGREEMENT

THIS AGREEMENT entered into this --day of -, 2008, by and between the **BRANDYWINE COMMUNITY SCHOOLS, BERRIEN AND CASS COUNTIES, MICHIGAN**, hereinafter referred to as the Employer, and **Brandywine Educational Support Personnel Association / MEA / NEA**, hereinafter referred to as the Union,

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, 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, the employees, the Union, and the public. Recognizing that the well-being of the students is paramount and, among other things, is dependent upon the diligent performance of the required work of the employees who come within the jurisdiction of this Agreement, The Employer and the Union, for and in consideration of the mutual provisions, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE II - RECOGNITION

Section 1: **RECOGNITION OF UNION.** The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all of its regular full-time and regular part-time maintenance department employees, food service department employees, and transportation department employees, excluding management personnel and all other employees.

ARTICLE III - MANAGEMENT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. 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 nonetheless be limited but only as specifically limited by express provisions of this Agreement and under the Public Employment Relations Act as amended. Rights reserved exclusively herein 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:

- (a) Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- (b) Assignment and direction of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
- (c) Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this Agreement.
- (d) 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 institution of new and/or improved methods or changes therein.
- (e) Adopt reasonable rules and regulations that are not in conflict with the provisions of this Agreement.
- (f) Determine the qualifications of employees, including physical conditions.
- (g) 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.

- (h) Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- (I) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- (j) 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 of employees specifically provided for in this Agreement.
- (k) Determine the policy affecting the selection of new employees, testing or training of employees providing such selection shall be based upon lawful criteria.
- (l) The employer has the right to evaluate.

ARTICLE IV - UNION'S RIGHTS

Section 1: **BULLETIN BOARDS.** The Employer will maintain a bulletin board in each kitchen and in the bus garage upon which the Union may post notices regarding official Union business providing such notices contain nothing of a defamatory nature.

Section 2: **USE OF SCHOOL SPACE.** The Union and its members shall be permitted to use a classroom for meetings after regular school hours but not later than 10:00 p.m. provided request has been received at least forty-eight (48) hours prior to the start of such meeting. The Union will reimburse the District for any additional costs incurred as a result of the use of the District's facilities.

Section 3: **MEETINGS DURING WORKING HOURS.** If the Union president and/or another bargaining unit member designated by the president is required by the Administration to attend a conference or meeting with the Administration or an Administrative representative, such Union representative shall suffer no loss of pay for that portion of such meeting as takes place during the Union representative's regularly scheduled working hours.

Section 4: **UNION SECURITY/AGENCY.** All employees covered by this Agreement, shall remain members thereof in good standing to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members. All new employees covered by this Agreement who are hired after the date of execution of this Agreement, as a condition of continued employment, shall become members of the Union immediately upon completion of their probationary period and shall maintain their membership in good standing therein to the extent of tendering payment regular monthly Union dues uniformly required of all Union members.

- (a) It is understood and agreed that employees referred to in the last sentence of the above paragraph, in lieu of becoming members of the Union as therein provided, may meet the requirements thereof by tendering payment to the Union each month of a fair and reasonable representation fee as established by the Union. The Union shall advise such employees of the amount of the representation fee.
- (b) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon the individual payroll deduction authorization cards referred to in Section 5 of this Article or by reason of the Employer's compliance with the provisions of this Section.

Section 5: **CHECK-OFF OF UNION DUES.** For those employees who so request and who give the Employer signed payroll deduction authorizations therefore, the Employer will deduct from their first paycheck each month an amount equal to the monthly union dues or representation fees and promptly thereafter forward the sum so withheld to the appropriate representative of the Union.

Section 6: **OTHER PAYROLL DEDUCTIONS.** The Employer will deduct from the pay of each bargaining unit member from whom it receives appropriately signed authorizations to do so, and make appropriate remittances thereof, for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Employer.

Section 7: **NOTICES TO UNION.** The Employer shall promptly notify the Union President in writing of the names of employees who are laid off for lack of work, recalled to work after such layoffs or discharged for cause. For the purpose of the time limits specified in Section 2 of Article VI and Section 1(a) of Article VII the delivery of such written notice shall constitute knowledge of such action and the time limits shall date from such delivery.

ARTICLE V - EMPLOYEE'S RIGHTS

Section 1: **EMPLOYEES' RIGHTS.** Nothing contained herein shall be construed to affect any rights or obligations any bargaining unit employee may have under the Michigan General School Laws or any other State or Federal laws and regulations.

Section 2: **PHYSICAL ASSAULTS.** If a bargaining unit employee is physically assaulted during working hours and on the Employer's premises, the incident shall be reported promptly to the Employer.

In any case of physical assault upon a bargaining unit employee the Employer and the Union at their discretion will render all reasonable assistance to the employee. The Employer will reimburse bargaining unit employees for loss of clothing or personal property (not covered by insurance) less depreciation or repair the same when caused through physical assault while on duty. This provision does not apply if employee is involved in criminal activity.

Section 4: **COMPLAINTS AGAINST EMPLOYEES.** In the event a complaint or charge is made by any person or group, not employed by the Employer, against any bargaining unit member, if such complaint or charge is to be made a part of the employee's personnel record it must be signed by the complainant, delivered to Administration and the employee shall be given full information with respect thereto and with respect to any investigation conducted by the Employer. If such complaint or charge is to precipitate discipline, the Employer will invite the complainant to meet directly with the employee and school officials. If the employee so chooses, he/she may attach his/her explanation or statement in reference to said complaint.

Section 5: **REVIEW OF PERSONNEL FILE.** A bargaining unit member shall be permitted to review the contents of his personnel file (excluding initial references) in the presence of his supervisor at reasonable times upon notifying the Employer of his desire to do so at least forty-eight (48) hours in advance. The employee may have a union representative present at such review. If, upon reviewing such file, the employee may obtain a copy of any records contained therein.

Section 6: The parties shall honor their mutual obligation to meet with each other's duly authorized representatives for the purpose of collective bargaining.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1: **GRIEVANCE DEFINED.** A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement. The purpose of the grievance procedure is to secure equitable solutions to the problems at the lowest possible level.

Section 2: **FIRST STEP - ORAL STAGE.** Any employee who believes he has a grievance regarding the meaning, interpretation or application of this Agreement shall discuss the same with his immediate supervisor within fifteen (15) regularly scheduled working days after the occurrence of the event upon which such grievance is based. The immediate supervisor shall give the employee an oral answer to such grievance within three (3) regularly scheduled working days after the aforementioned discussion. If the grievance is not satisfactorily resolved in this manner, it shall be processed in accordance with the following provisions.

Section 3: **SECOND STEP.** To be processed herein, a grievance must be reduced to writing, state the facts upon which it is based, indicate when and where they occurred, state the section or sections of the Agreement which allegedly have been violated, and must be signed by the employee filing the grievance, or his union representative, and presented to the employee's immediate supervisor within five (5) regularly scheduled working days after the oral stage answer. The Supervisor shall give a written answer to the grievance within five (5) regularly scheduled working days after receipt thereof.

Section 4: **THIRD STEP.** If the grievance is not satisfactorily settled at the second step and the employee or the Union desires to appeal it to the third step, such employee and/or the Union must state in writing why the second step answer was not acceptable and must present the grievance to the Director of Finance and Operations or other designee within five (5) regularly scheduled working days after the supervisor gave the employee the written second step answer. The Director of Finance and Operations or other designee shall meet with all parties involved within five (5) regularly scheduled working days. The Director of Finance and Operations or other designee shall give a written third step answer to the Association Representative within five (5) regularly scheduled working days after the meeting. If the answer is mutually satisfactory, the Association Representative shall so indicate on the grievance form and sign two (2) copies of the grievance thus settled with one (1) copy retained by the Union and one (1) copy delivered to the Director of Finance and Operations or other designee within two (2) days of receiving the written response.

Section 5: **FOURTH STEP.** If the grievance is not satisfactorily settled at the third step and the employee or the Union desires to

appeal it to the fourth step, such employee and/or the Union must state in writing why the third step answer was not acceptable and must present the grievance to the Superintendent within five (5) regularly scheduled working days after the Superintendent's designee gave the employee the written third step answer. The Superintendent shall meet with all parties involved within five (5) regularly scheduled working days. The Superintendent shall give a written fourth step answer to the Association Representative within five (5) regularly scheduled working days after the meeting. If the answer is mutually satisfactory, the Association Representative shall so indicate on the grievance form and sign two copies of the grievance thus settled with one copy retained by the Union and one copy delivered to the Superintendent within two (2) days of receiving the written response.

Section 6: **FIFTH STEP.** If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to submit the grievance to arbitration by the Michigan Employment Relations Commission, provided, such submission is made within twenty (20) calendar days after receipt by the Union of the Employer's fourth step answer. If the grievance has not been submitted to arbitration within twenty (20) calendar days, it shall be considered as being null and void. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the provisions of this Agreement but shall be limited to the interpretation and application of the specific provisions contained herein. However, nothing herein contained shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse, or modify any alleged unjust discipline or discharge that may reach this step of the grievance procedure if he is of the opinion that justice will be best served by so doing. The arbitrator shall conduct his/her affairs and all proceedings in accordance with the rules as set forth by the Michigan Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be paid by the non-prevailing party. Any cancellation fees incurred before the arbitration begins shall be equally shared between the parties.

- (a) It is understood and agreed that the arbitration procedure hereinabove set forth shall be the exclusive and only method available to the union or the employees for the adjudication of any issues that may arise between the parties relative to the meaning, interpretation, and application of this Agreement.

Section 7. **TIME LIMITS.** Grievances which are not appealed within the time limits specified therefore shall be considered as withdrawn from the grievance procedure by the Union. If the Employer fails or neglects to answer a grievance within the time limits specified therefore, the grievance shall automatically be

referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed so as to automatically refer a grievance to the arbitration level.

- (a) It is understood and agreed that the time limits specified in the grievance procedure may be extended by written agreement of the Union and the Employer.

Section 8. **"REGULARLY SCHEDULED WORKING DAYS"**. Wherever used in this Agreement, the words "regularly scheduled working days" shall mean those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays that may occur during such period.

Section 9. The employer shall recognize six (6) stewards who shall be designated by the Union. Normally, said designated stewards shall not suffer a loss in pay or benefits owing to reasonable time spent while processing grievances at the first or second level of the grievance procedure.

Section 10. Evaluations and/or evaluation procedures are not subject to the grievance procedures. Evaluations shall not be considered discipline nor shall they be used for disciplinary purposes of and by themselves. Evaluations may be used in support of disciplinary action and disciplinary observations may be made not as evaluations but as direct disciplinary action.

In signing an evaluation, the employee is merely acknowledging receipt and not necessarily concurrence with the evaluation. If the employee objects to an evaluation he may state his objections in writing and attach them to the evaluation to be placed in his file.

ARTICLE VII - DISCIPLINARY PROCEDURE

Section 1. No non-probationary employee shall be disciplined (including warnings, reprimands, suspensions, demotions, or other actions of a disciplinary nature) without just cause. Any such discipline of non-probationary employees, except oral reprimands, shall be subject to the grievance procedure as provided in Article VI. The specific grounds forming the basis for disciplinary action, excluding verbal warnings, will be made available to the employee and the Union in writing.

- (a) In the event an employee is discharged and the employee believes he/she has been unjustly discharged, he/she may file a grievance as described in Article VI. Such discharge shall constitute a case arising under the grievance procedure, provided a written grievance is presented to the Supervisor or official who initially processed the termination within five (5) regularly scheduled working days after such discharge. Such grievance shall be processed starting at the second step of the grievance procedure.
- (b) If it is decided under the grievance procedure that the employee has been unjustly discharged, the Employer shall reinstate the employee according to the terms of the grievance resolution. If back pay is awarded, the back pay will be reduced by an amount equal to the employee's earnings during the period of discharge from any employer in excess of the earnings level prior to the discharge and the amount of any disability or unemployment compensation received by the employee during the discharge period.

Section 2: **DISCIPLINARY ACTION.** Any disciplinary action against an employee shall be taken in accordance with the following guidelines, namely:

- (a)(a) The employee shall be advised as to the specific violation(s) for which disciplinary action is to be taken and shall be provided with all necessary information forming the basis for such action.
- (b) The Employer shall affirmatively advise the employee that the employee has a right to have a representative of the Union present at any conference or meeting investigating possible discipline and at a formal conference at which an employee is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be

necessary in order to protect the rights of students or other persons pending the holding of the formal conference. For the purpose of this provision, a "formal conference" is defined as one that has been pre-arranged.

ARTICLE VIII - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees, groups of employees, or steward who, during the life of this Agreement, instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the sole discretion of the Employer. However, it is understood and agreed that the question as to whether an employee's conduct is such as is proscribed by this section may be processed through the grievance procedure starting at the fourth step thereof provided a written grievance is presented to the Superintendent within five (5) regularly scheduled working days after the date upon which the employee was disciplined or discharged.

ARTICLE IX - SENIORITY

Section 1: **DEFINITION.** Seniority shall be defined as an employee's length of continuous service with the Employer which shall date from his most recent date of hire in the Maintenance Department, Food Service Department, or Department of Transportation. "Most recent date of hire: shall be that date the employee begins his first work assignment in such classification(s) since which he has not quit nor been discharged. Absence from work due to illness, accident, leaves of absence or layoff shall not constitute a break in continuous service except as hereinafter provided.

Section 2: **PROBATIONARY PERIOD.** All new or rehired employees shall be probationary employees during the first sixty (60) working days of employment since their most recent date of hire. The sixty (60) working days' probationary period shall be extended by the additional number of days necessary to make up for days missed through the employee's absence and/or school vacation days. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new or rehired employee and thus determine whether such employee has the ability, work habits, and other attributes required to become a permanent employee.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or dismissed from employment in the sole discretion of the Employer and without regard to his relative length of service.
- (b) Upon satisfactorily completing his probationary period, the employee's name shall be added to the seniority list as of his most recent date of hire. For the purpose of this section, "date of hire" shall be deemed to mean the date the employee first reported for work in a maintenance, food service, or bus driver classification pursuant to instructions from the Employer. It is understood and agreed that the seniority list in effect on June 30, 2001 shall apply to all then current seniority employees and that the procedures herein set forth shall govern the additions to such list of employees completing their respective probationary periods on or after July 1, 1997.
- (c) Employees who are hired may, in the discretion of the Employer, be credited with all or any portion of their prior service time with the Employer for pay purposes;

however, their seniority date shall be the date of their most recent hire.

- (d) If a casual or substitute employee becomes a full-time employee and has worked for forty (40) continuous days in the classification to which they are hired, the time worked shall count towards their probationary period.

Section 3: **SENIORITY LISTS.** The Employer shall maintain seniority lists by classification, department, and unit wide seniority. Said seniority lists shall be prepared semi-annually, a copy of which shall be delivered to the president of the Union President in a timely manner. Any objection to the dates shown on either of the seniority lists must be registered with the Employer within thirty (30) calendar days subsequent to such list being prepared. From time to time the Union President may review upon request, the seniority list retained in the business office.

- (a) When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same most recent date of hire, their names shall appear on the seniority list alphabetically by the first letter or letters of their surnames when hired. If two or more such employees have the same surname, the same procedure shall be followed with respect to their given names.

Section 4: **TERMINATION OF SENIORITY.** An employee's seniority shall terminate:

- (a) If he quits, retires, or is discharged for just cause.
- (b) When following a layoff for lack of work, he fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice of his intent to return to work and unless he actually returns to work within five (5) regularly scheduled working days after receipt of such recall notice.
- (c) If he/she is laid off for lack of work for a period in excess of two (2) years.

Section 5: **SENIORITY APPLIES TO DRIVING BUSES ONLY.** It is understood and agreed that seniority provisions of this Agreement apply to the driving of school buses. Seniority provisions shall not apply to the driving of station wagons, passenger vans or comparable vehicles; however, if a vehicle other than a bus is assigned a normal daily route, the driver shall be a bargaining unit member.

ARTICLE X - LAYOFF AND RECALL

Section 1: LAYOFF AND RECALL.

- (a) A layoff shall be defined as a reduction in the number of employees that results in a current employee being displaced from total employment with the district.

- (b) When it becomes necessary to layoff employees within a classification, probationary employees shall be the first laid off, provided, there are employees with seniority who are available and have the present ability to satisfactorily perform the work without training. If a further reduction within a classification is necessary, the employee with least seniority within that classification shall be laid off next, provided, always, the remaining employees are available and have the then present ability to satisfactorily perform the work without training.

The employee with the least seniority within a classification who is laid off shall then have the opportunity to exercise his/her seniority within their department to bump, provided:

- 1. An employee is qualified as determined by the employer;
- 2. An Employee shall not have the right to exercise his/her seniority between departments (no cross bumping);
- 3. An employee shall not exercise his/her seniority to bump into a higher paying classification within a department unless the employee shall have satisfactorily performed in the higher paying classification previously.

For purposes of this Article classification shall be defined as pay level classifications within a department and department shall be defined as:

Maintenance/Mechanic

Food Service

Transportation

Section 2: At his/her option, a laid off employee, upon his/her written application shall be granted priority status on the substitute list for that classification from which said employee has been laid off. By submitting such an application, said employee certifies his/her continuing availability for substitute

positions. If not so available, the employee's name may be removed from the list.

Section 3: Laid off employees shall be recalled in reverse order of layoff to those positions for which they are qualified. Qualified shall be defined by the Employer.

Section 4: When an employee is reduced below eligibility of their current benefits level, then such reduction will be done by seniority within the classification.

Section 5: Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. An employee who declines recall to perform work for which he/she is qualified or fails to report within the time period provided herein shall be deemed to have resigned and shall forfeit his/her seniority rights.

ARTICLE XI - FILLING VACANCIES

Section 1:

- (a) A vacancy shall be defined as a newly-created position or a present position that is not filled due to the death, resignation, retirement or discharge of the incumbent employee and that the Employer intends to fill.

- (b) Notice of all vacancies and newly-created positions in the bargaining unit shall be posted in a conspicuous place in each building of the district in which bargaining unit members are employed within five (5) days. During the school year vacancies shall be posted for a period of six (6) work days. During the summer break, vacancies in the Maintenance Department shall be posted for a period of seven (7) work days and vacancies in the Food Service and Bus Driver Classifications shall be posted until August 1. In addition, copies of all vacancy postings during the summer break shall be sent to one person designated by the union to receive such notices in each department, and to all employees who have on file a written request to be notified of a vacancy in a given department. Substitutes may be utilized, if necessary, during the posting period but have no prior claim to filling said vacancy. Said postings shall contain the following information:
 - 1. Possible starting date
 - 2. Expected hours to be worked
 - 3. Classification

Interested employees may apply in writing to the Superintendent or his/her designee, within the posting period as herein provided.

- (c) All bargaining unit vacancies shall be awarded within thirty (30) days after the posting period has expired, provided, qualified applicants are available. The employer reserves the right to reconsider the elimination of positions until positions are awarded.

Section 2: **FILLING VACANCIES.** Vacancies shall be filled on the basis of ability as determined by Board and seniority. The position shall be awarded to the most senior employee within the classification who has the qualifications and skills necessary to perform the duties of the vacant position.

If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire.

Section 3: **TRIAL PERIOD.** If a bargaining unit member is selected to fill a position in another classification, he/she shall be granted a trial period of thirty (30) work days. The employee must demonstrate the ability to perform satisfactorily in the job.

If the employee fails to perform satisfactorily in the new classification or position during the trial period or provides written notice to the Employer of a desire to return to his former position, he shall be returned to his former position and rate of pay without any loss of seniority.

The employee shall be entitled to receive during the trial period the rate of pay designated for the new classification or position,

ARTICLE XII - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence of not to exceed thirty (30) calendar days for personal reasons without pay and without loss of seniority to an employee who has completed his/her probationary period provided, in the judgment of the Employer, such employee can be spared from his/her work. Such leave may be extended only upon joint agreement between the Union and the Employer. Upon the conclusion of such leave of absence, such employee shall be entitled to return to work immediately to the job assignment he/she occupied at the start of such leave provided he/she is then still qualified and has the then present ability to satisfactorily perform the required work. If at such time such employee does not possess the then present ability to perform the required work thereon, then the employee who has been on such leave of absence shall be required to await an opening to which his/her seniority will entitle him/her and for which he/she has the then present ability to satisfactorily perform.

- (a) Leaves of absence for the purpose of seeking or taking employment or fulfilling work assignments, with any other employer or to enter into business for one's self will not be granted and any employee who, while on a leave of absence under any of the provisions of this Article, engages in such activity shall be dismissed from their employment.
- (b) All leaves of absence referred to in this Article for in excess of five (5) regularly scheduled working days must be applied for in writing by the affected employee. If such leaves are granted, the Union shall promptly be advised thereof in writing.

Section 2: An employee who because of his/her own illness, accident, or pregnancy is physically or emotionally unable to report for work or who because of such disability is unable to regularly and/or safely perform the requirements of a job classification, upon request shall be given a leave of absence without pay and without loss of seniority for a period of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. In the event the employee demonstrates that because of such disability he/she is unable to regularly and/or safely perform the job requirements of a job classification he/she shall be given such leave of absence as of the date his/her inability to do so has been demonstrated to the Employer. The Union will be notified of any such leaves of absence. It is understood and agreed that the Employer may require certifications from the employee's medical doctor certifying to the

employee's physical and emotional fitness to return to work following such leave of absence prior to permitting the employee to so return. Such leave may be extended at the discretion of the Superintendent at least thirty (30) days prior to the expiration of the initial leave.

A regular full-time or regular part-time employee returning from a leave as provided herein shall be returned to the job assignment he/she occupied at the start of such leave provided the job assignment still exists, the returning employee is still then qualified and the returning employee has the then present ability to satisfactorily perform the required work. If at such time that the employee returns and said job assignment no longer exists, he/she shall have the right to assume a position to which his/her seniority and classification entitles him/her to regardless of whether the displaced employee is full or part-time. The employee thus displaced shall then have the same rights as provided herein. If the employee returning from leave does not possess the then present ability to perform the required work, then the employee may request an extension of up to one additional year in order to obtain the ability to perform the job. If the employee does not return from a leave after one additional year, then his/her employment shall be terminated.

Section 3: **FUNERAL LEAVE.** Employees shall receive pay for up to five (5) days due to a death in their immediate family. The pay for such days shall be the employee's regular hourly rate of pay multiplied by the employee's regularly scheduled working hours per day. Such payment shall not apply for any day upon which the employee for any other reason would not have worked.

For purposes of this provision, "immediate family" is defined as the employee's spouse, and the mother, father, stepfather/mother, sister, brother, son, daughter, stepchildren, grandparent or grandchild of an employee or employee's spouse, or any other member of the family who lives in the home of the employee.

The five (5) days above referred to shall be taken contiguous with or inclusive of the funeral and to be eligible for such pay the employee must attend same.

Section 4: **JURY DUTY.** An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day he/she performs jury duty and he/she would otherwise would have been scheduled to work, shall be paid the difference between what he/she received from the Court as daily jury fees and what he/she would have earned from his regular scheduled work in the district on such day. Meal and mileage allotments are not considered part of jury duty fees.

- (a) In order to receive the payment above referred to, an employee must give the Employer prior notice that he/she has been summoned for jury duty, must furnish satisfactory evidence that he/she performed such duty and the amount of money received for the performance thereof, and each day promptly return to work when released from jury duty unless he/she is not released in time to permit him/her to return to work two (2) or more hours before the end of his/her normal work hours on such day.

Section 5: **UNION LEAVE.** An employee who is elected or appointed to a full-time position with the Union shall be eligible for an unpaid leave of absence for a period of one (1) calendar year, which leave may be extended for an additional one-year period upon the written request of the employee.

Section 6: **UNPAID FAMILY MEDICAL LEAVE.** To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. The Family Medical Leave is a total of 12 weeks for the 12 months ending one year from the start of the leave.

ARTICLE XIII - WAGES AND HOURS

Section 1: **JOB CLASSIFICATIONS AND RATES OF PAY.** The job classifications, departments, and the applicable rates of pay set forth in Appendix A appended hereto shall remain in effect for the duration of this Agreement.

Section 2: **MAINTENANCE SERVICE HOURS.** The normal workday for maintenance service employees will be eight (8) hours excluding an unpaid one-half hour lunch period. The normal weekly hours of work for maintenance service employees will be forty (40) hours, Monday through Friday, both inclusive.

- (a) If a maintenance service employee is required to work during this normally scheduled lunch period, he will be permitted to take such lunch period or remainder thereof as soon thereafter as such emergency assignment ends but not later than one (1) hour after the end of his normally scheduled lunch period.
- (b) Maintenance service employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of each half of their shift, provided that the break must be taken at the location of their then present work.

All employees in this classification will normally work the day shift during spring break, Christmas break and also during the summer break. The Employer may assign one or more employees to different schedules in order to meet work requirements.

Section 3. **FOOD SERVICE HOURS.** It is understood and agreed that the normal hours of work for food service employees will vary as the need therefore is determined by the Employer. The Employer shall have the right to alter the number of employees and hours worked in any food service unit when, in its judgment, the need for such alteration requires so doing.

- (a) The starting time for food service employees within the unit shall be determined by the Food Service Director.

No food service unit employee will be permitted to work more hours per day than those for which they are scheduled without specific permission from the Food Service Director.

- (b) Food service employees, on those days when they are scheduled to work five (5) or more hours, shall be entitled to an unpaid thirty (30) minute lunch break period which must be taken at a time when it will not interfere with the preparation for or serving of foods to students. Food service employees scheduled to work less

than five (5) hours shall not be entitled to a lunch break.

- (c) During the normal period of work, food service employees who are scheduled to work more than three (3) hours may take up to fifteen (15) minutes of break time provided that such break time is not taken at a time which interferes with the performance of their work.

Section 4: **BUS DRIVER HOURS.**

- (a) **Normal Work Year.** The normal work year for bus drivers shall be according to the scheduled student attendance days according to the school calendar as established by the Board of Education. On days when school is closed due to an Act of God and which are not able to be counted as days of pupil instruction for purposes of state aid, bus drivers need not report and will receive no pay.

Section 5: **KITCHEN WORK - OUTSIDE GROUPS.** Whenever an outside group has reserved for intended use kitchen equipment or utensils, a food service employee shall be retained and required to assist said group on a rotation basis. Said employee shall be responsible for the correct use of kitchen facilities.

Employees retained for such duty shall be compensated at an hourly rate equal to the normal hourly rate for head cook. The Employer will offer such work to qualified kitchen employees on a rotation basis within each building.

Section 6: **TEMPORARY ASSIGNMENTS.** Whenever an employee is assigned temporarily to fill a vacancy in a position which normally yields a higher rate of pay, the employee shall receive such higher rate of pay for the number of hours worked in such temporary vacancy, with no loss of benefits.

Whenever an employee is assigned temporarily to fill a vacancy in a position which normally yields a lower rate of pay, the employee shall receive his/her regular rate of pay for the number of hours worked in such temporary vacancy with no loss of benefits.

Section 7: **OVERTIME.** When overtime, other than weekend security check assignments, is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of his regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work a reasonable amount of overtime. If the employer does not give the employee the advance notice above referred to, then the overtime work shall be voluntary unless the employee indicates he will work such overtime,

in which event he shall be required to do so as if he had received timely advance notice. In the event the need for overtime arises in such a manner that it is impossible to give the above mentioned advance notice, then, if there are no volunteers or an insufficient number of volunteers to perform the required work, the Employer shall have the right to assign the employee or employees with the least seniority who have the ability to satisfactorily perform the work, which employee shall be required to work such overtime.

(a) Overtime work shall be as scheduled by the Employer, and, except in the case of an emergency, must be authorized by the Employer in advance. Overtime shall be assigned on a rotating basis within the Maintenance Department.

(b) The Employer will post an updated overtime list for maintenance department personnel on Union bulletin boards, on a monthly basis.

SECTION 8: **WEEKEND SECURITY CHECK ASSIGNMENTS.** The Board of Education, at its discretion, may assign week-end security checks to maintenance employees. Assigned employees will perform weekend duties on a rotating basis. Weekend security check assignments shall be in units of entire weekends; that is, each assignment extends to a contiguous Saturday and Sunday.

Section 9: **OVERTIME COMPENSATION.** An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for hours worked in excess of eight (8) hours during a work day or forty (40) hours during a work week (excluding weekend security check assignments), whichever is greater but not both, provided that for purposes of computation all hours paid as a result of negotiated benefits during a regular work week shall be deemed hours worked.

Section 10: **INCLEMENT WEATHER.** All bargaining unit employees other than Food Service employees and Bus Drivers shall be scheduled to work irrespective of weather conditions.

Food Service employees and Bus Drivers will not have to report to work and will receive their normal rate of pay for the first two days of the school year on which schools are closed due to an Act of God, and which is able to be counted as a day of pupil instruction for purpose of State aid. On any additional days that schools are closed due to an Act of God, and which are able to be counted as days of pupil instruction for purpose of State aid, Food Service employees and Bus Drivers will not have to report to work, and will receive no pay for these days. Days on which schools are closed due to an Act of God and which are not able to be counted as days of pupil instruction for purpose of State aid, Food Service

employees and Bus Drivers need not report to work and will receive no pay until these days are made up later in the school year. If Food Service employees or Bus Drivers accept an invitation from their supervisor to work on a non-paid Act of God day, they will receive their normal daily rate.

Section 11: **MILEAGE RATE.** The Employer shall pay mileage at the Board of Education approved rate per mile to employees who are required to use their own vehicle, because no school vehicle is available, in the performance of work on behalf of the Employer. Request for payment of mileage, when applicable, must be made on forms provided by the Employer during the pay period in which use occurred.

Section 12: **DRIVING BY MAINTENANCE EMPLOYEES.** Maintenance employees may be required to drive school buses in the event of an emergency. To provide for such an event, maintenance employees may be requested to maintain certification as school bus drivers.

Section 13: **BUS DRIVER PROVISIONS.**

- (a) **Assignment of Routes.** The Employer shall determine which buses will normally be assigned to which routes two (2) weeks prior to the start of each school year. The Employer will present to the Union a list of routes to be covered, indicating thereon the bus which the Employer anticipates will normally be assigned to each run and the expected time required to run said routes. A change in route time of less than 30 minutes shall not require the employer to re-post routes. Route times may be altered during the school year. At that time the employees shall be entitled to exercise their seniority for preference of routes to which they wish to be assigned. Kindergarten and noon runs shall be bid on separately; however, no employee shall have an aggregate assignment of greater than eight (8) hours. Thereafter, during the school year, when a permanent vacancy occurs on any route, employees may exercise their seniority in bidding for such vacancy. Such vacancy shall be assigned to the bidding employee with the most seniority who is qualified and has the then present ability and physical fitness to satisfactorily perform the work without training. It is expressly understood that the Employer reserves the right to disqualify a bidding employee or switch assignments of drivers at any time when, in the Employer's judgment, the safety and/or welfare of the school children requires such action. If the employee believes that such disqualification or switching of assignment was for capricious or unfounded reasons, the grievance procedure may be invoked.

- (b) **REASSIGNMENT OF BUSES.** It is understood that the Employer reserves the right to reassign buses to other routes as, if and when, in the judgment of the Employer, the equipment and/or service of students would be better served by so doing.
- (c) **TEMPORARY TRANSFERS.** It is understood and agreed that the Employer shall have the right to temporarily transfer drivers from one route to another when, because of absenteeism or any other reason, it is necessary to readjust assignments to properly provide transportation for the school children. It is understood and agreed that if an employee is temporarily transferred for the convenience of the Employer under the provisions of this subsection to a route that involves less hours of work than the route from which he was transferred, such employee shall suffer no reduction in pay by reason of such temporary transfer.
- (d) **UNUSUAL DRIVING NEEDS.** Further, it is expressly understood and agreed that, in case of an emergency or whenever for a temporary period of time there are an insufficient number of qualified drivers readily available to properly handle all driving assignments, the Employer may cover such assignments with non-bargaining unit employees, supervisors or any other means available.
- (e) **ROUTE ADJUSTMENTS.** On occasion it may be necessary in the interest of efficient operations for the Employer to schedule a hybrid run serving both special education and regular education students and/or taking runs together,

the aggregate running time of which may or may not exceed the two (2) hour minimum paid run time for the driver's base run.

In such instances, any contractual provision to the contrary notwithstanding, the Union agrees that the Employer may schedule such hybrid or tacked runs, provided, however, that a driver will be paid for actual run time at his/her regular hourly rate plus an amount equivalent to one-half (1/2) of the actual non-driving time within the two (2) hour minimum paid run time for the driver's base run, but not less than twenty (20) minutes.

- (f) **SUMMER DRIVING.** Bus driving assignments during the summer period shall be given to the drivers with the greatest amount of seniority, on a rotation basis, who are qualified and have the then present ability and physical fitness to satisfactorily perform the assignments without training.

(g) **SPECIAL RUNS.**

(1) In the event a driver is scheduled to make a special run which is cancelled within one (1) hour prior to the departure time, he shall receive one (1) hour pay for the run or he shall receive pay for his regularly scheduled run at his regular hourly rate whichever is greater. If a special run is cancelled after the time for the start of the run, the driver shall receive pay for one-half the actual time posted on the trip sheet or two (2) hours at the regular hourly rate, whichever is greater. The opportunity for bus drivers to make special runs (field trips, sports events, etc.) shall be offered on a rotation basis to those employees who are qualified, who have the then present ability and physical fitness to satisfactorily perform the work required without training and who are available. It is understood that, for the purpose of endeavoring to fairly allocate such available work only, the refusal to accept such assignment shall be considered as if the employee had accepted the same.

(2) Special runs shall be posted forty-eight (48) hours in advance and assigned one (1) days in advance or if received late will be posted on emergency board. Special runs scheduled to occur on a Monday shall be posted no later than noon on the preceding Thursday. Emergency runs need not be posted as herein provided. Emergency runs are defined as trips that come in less than 48 hours before a run takes place.

(3) Drivers shall be offered substitute driving assignments on a rotational basis before any other substitutes are used on an extended absence where the driver is out more than three (3) consecutive days.

(4) Trips of more than one (1) day or overnight trips shall be offered to the most senior driver first without being charged on the board. Overnight trips shall be paid drive time until 11:00 p.m. the first day. Then there are eight (8) hours of sleep time and then back on the clock at regular pay. Meals for overnight trips shall be paid up to \$7.50 for dinner. There will be a \$5.00 meal allowance before 3:00 p.m.

(5) Whenever a field trip of three hours or more runs through a mealtime a maximum of \$5.00 will be allowed.

(6) A driver who is assigned a posted extra trip in accordance with the above procedures will be notified as soon as reasonably possible either in person by radio or telephone. If unable to speak directly to the driver, the assignment notification

will be given in writing and placed in the driver's mailbox.

Section 14: **TWO HOUR MINIMUM.** Any maintenance or food service employee called into work outside normal working hours or reporting to work as scheduled and sent home for lack of work shall receive a minimum of two (2) hour pay.

Section 15: **TRIPS**

All trips will be listed as follows:

1. Day Trips
2. Night Trips
3. Emergency Trips
4. Academic Runs (Kindergarten, Andrews, etc.)
5. Non-School Day Trips (school year only)

Day trips are trips that begin prior to afternoon run. Night trips are all trips that begin after afternoon run begins. Emergency trips are all trips that are not posted within 48 hours before departure. All boards will be bid on a rotation basis in order of seniority. Special events, such as YMCA and overnight trips will be awarded by seniority.

Section 16. **TIME CLOCKS.** The District shall retain the right to require the use of time clocks in any department or area upon posting seven (7) calendar days advance notice.

ARTICLE XIV - SICK LEAVE ALLOWANCE

Section 1. As of July 1 of each year employees shall be credited with (1) day of sick leave allowance for each month the employee is scheduled to work to be used for absences caused by illness or physical disability. Each sick day accumulated shall equal no more hours than that which the employee normally is assigned. Full-time employees shall have twelve (12) days a year and school year employees shall have ten (10) days a year. The unused portion of such allowance shall accumulate from year to year except there shall be no further accumulation for an employee who has accumulated one hundred forty (140) days of such limited hour days. However, employees shall be paid one-half (1/2) of their regular daily rate for each sick leave day not used in the year it was earned. Said payment shall be made within two (2) pay periods subsequent to the end of the Employer's fiscal year. Said payments shall not operate to reduce accumulated sick leave.

Section 2. An eligible employee, subject to the provisions set forth in this Article, shall be entitled to receive paid sick leave from (and to the extent of) the unused accumulated paid sick leave credits in the following situations:

- (a) When it is necessary for such employee to be absent from duty due to an illness, injury, or other disability which is noncompensable under the Michigan Workers' Compensation Act.
- (b) When it is necessary for such employee to be absent from work due to an illness or injury compensable under the Michigan Workers' Compensation Act. In such case, the paid sick leave credits will be applied in such a manner as to pay the difference between the Compensation received under the act and the employee's regular rate of pay, to the extent that the unused paid sick leave days will permit.
- (c) Such employees will be permitted to take two (2) days of personal business leave each year, which days shall be deducted from their unused paid sick leave days. Personal business means an activity which requires the employee's presence during the work day and which is of such a nature that it cannot be attended to at other than during working hours. Except in unusual circumstances such personal time absence with pay will not be permitted following a holiday or vacation period. The specific reason for use of the personal leave need not be disclosed with the request, but use of personal leave must comply with the requirements of the contract for personal leave usage. Advance approval from supervisor will be required.
- (d) Employees may use up to four (4) days of sick leave per year for illness in the immediate family. Immediate

family shall be defined as the employee's spouse, child, mother and father, step-parent, step-child.

Section 3:

- (a) When an employee is away from the job because of illness or injury as provided herein for three (3) or more consecutive work days or exhibits a pattern of absenteeism, the Employer reserves the right to require the employee to obtain medical verification of illness or injury. The Employer also reserves the right to require an employee to obtain medical verification of the employee's fitness to do this work at the Employer's expense.
- (b) Employees who have submitted a medical verification of illness or injury shall be considered unable to report for work for all dates indicated on said verification.
- (c) The employer and union agree that abuse of sick leave is a serious offense and it constitutes cause for disciplinary action.

Section 4: There shall be no compensation for unused sick leave when employees resign, retire, or when their services are terminated for any other reason.

ARTICLE XV - VACATIONS

Section 1: Employees who are regularly assigned a forty (40) hour work week for a twelve (12) consecutive month period and who as of their anniversary date of employment have completed one (1) or more years of continuous employment with Employer since their last hiring date shall be entitled to vacations under the conditions hereinafter set forth.

- (a) If such employee has completed one (1) but less than three (3) years of continuous employment as of the anniversary day of his employment, he shall be entitled to five (5) regularly scheduled working days of paid vacation.
- (b) If such employee has completed three (3) but less than five (5) years of continuous employment as of the anniversary date of his employment, he shall be entitled to ten (10) regularly scheduled working days of paid vacation.
- (c) If such employee has completed five (5) but less than twelve (12) years of continuous employment as of the anniversary date of his employment, he shall be entitled to fifteen (15) regularly scheduled working days of paid vacation.
- (d) If such employee has completed twelve (12) years of continuous employment as of the anniversary date of this employment, he shall be entitled to twenty (20) regularly scheduled working days of paid vacation.

Section 2: An employee may take his vacation days at any time between the anniversary date upon which he qualified for them and the beginning of the twelfth succeeding month provided he requests the same in writing at least five (5) days in advance and has received written approval from his immediate supervisor. It is understood that the Employer will make every reasonable effort to enable the employee to take his vacation at the time he requests the same. However, the ultimate decision as to whether the employee can be spared for that purpose at the requested time rests with the supervisor.

Not more than ten (10) unused vacation days earned in one year may be carried over to the next succeeding year. The employee may use their carried over vacation days along with their current year allotment with no elapsed time between, no more than twenty (20) vacation days may be taken at any one time.

Unused vacation over ten (10) days at the end of an anniversary year will be paid at the rate at which their days were earned with no time given off, providing the employee had requested vacation in accordance with the provisions of the contract, but was denied by the employer. If the employee fails to request their days prior to the anniversary date, their days will be lost with no compensation.

If an employee resigns, retires, or is discharged, the employee will be compensated at the rate at which their days were earned.

Section 3: When an employee leaves employment for any reason, before their current year vacation anniversary date, their vacations days will be prorated. These days will be paid at the rate at which they were earned.

ARTICLE XVI - HOLIDAYS

Section 1: New Year's Day, Memorial Day, Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas Day, and New Year's Eve shall be recognized as holidays upon which the Employer will normally not schedule work. When any of these holidays occur on a Saturday the immediately preceding Friday shall be recognized as the holiday.

Section 2: Employees who are regularly assigned to a forty (40) hour week for a twelve (12) consecutive month period shall receive pay for the holidays and half holidays listed in Section 1 of this Article provided they meet the qualifications set forth in Section 3 of this Article.

- (a) Employees who are regularly assigned to less than a forty (40) hour work week shall receive holiday pay for New Year's Day, Memorial Day, Friday before Labor Day, Labor Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve and Christmas Day subject to the qualifying conditions set forth in this Article. The pay for such holidays shall be the employee's regular hourly rate of pay multiplied by the employee's regularly scheduled working hours per day.

Section 3: To qualify for holiday pay the employee must be a permanent employee at the time the holiday occurs, must have worked all the hours his department was scheduled to work on the last regularly scheduled working day prior to the holiday, and all the hours his department was scheduled to work on the first regularly scheduled working day following the holiday (1) unless such day or days occur during his scheduled vacation, (2) unless his absence on such day or days was due to his illness or injury, the start of which occurred within five (5) regularly scheduled working days preceding such holiday or on the first regularly scheduled working day following such holiday, the necessity for which absence must be demonstrated to the satisfaction of the Employer, (3) unless such absence was due to the death of a member of the employee's immediate family, which death occurred within three (3) regularly scheduled working days immediately preceding the holiday or on the first regularly scheduled working day following the holiday, or (4) unless such employee had received a written excuse in writing from his immediate supervisor prior to his absence on either or both of such days.

Section 4: After completing the probationary period, employees shall be paid for all holidays that they would have been entitled to as if they had been a permanent non-probationary employee.

ARTICLE XVII - SAFETY AND HEALTH

Section 1: **PHYSICAL EXAMINATIONS.** As a condition of employment all employees may be required to satisfactorily pass a pre-employment physical examination and, following employment may thereafter be required to satisfactorily pass a physical examination given by a physician designated by the Employer. The aforementioned examinations shall be at the expense of the Employer.

Section 2: **REPORTING ACCIDENTS.** Employees must immediately report to the supervisor all accidents or injuries sustained by students or themselves or in which the vehicle entrusted to them is involved irrespective of how minor such accident may appear to be. Employees shall be required to fill out a report form made available by the Employer.

Section 3: **SAFETY DEVICES AND EQUIPMENT.** The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use such safety devices or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action including discharge.

Section 4: **SAFETY MEETINGS.** Periodically the Employer will hold meetings for bargaining unit employees when in its judgment employees require training in safety-related procedures. Employees shall be required to attend such meetings provided they have been given two (2) regularly scheduled working days advance notice thereof. Employees shall be paid their regular hourly rate of pay for time spent in such meetings.

Section 5: **SAFETY ISSUES.** It is understood and agreed that an employee who has a safety-related concern arising from his assignment shall inform his immediate supervisor. If the matter cannot be resolved by mutual agreement of the supervisor and the employee, it shall be referred to a "Joint Safety Committee" comprised of not more than three (3) persons from the bargaining unit and three (3) persons representing the Employer.

Section 6: The Board shall pay the cost of mandated criminal record check requirements for all employees employed as of the ratification date of this Agreement.

ARTICLE XVIII - GENERAL

Section 1: **RULES OF CONDUCT.** The Employer shall have the right to establish reasonable rules of conduct and change or add to the same from time to time, as, in its judgment, the need to do so arises. After advising the employees and the Union of the existence of such rules, employees shall be required to comply therewith. Any claim on the part of an employee or the Union that a rule of conduct is unreasonable or has been improperly or discriminatorily applied may be processed through the grievance procedure.

Section 2: **UNION ACTIVITY PROHIBITED DURING WORKING HOURS.** It is understood and agreed that except as expressly provided for in this labor agreement, employees shall not be permitted to engage in union activities during their working hours.

Section 3: **CURRENT ADDRESS AND TELEPHONE NUMBER.** Employees shall be required to keep their current address and telephone number on record with the Employer. Employees who fail to keep their current address and telephone number on record with the Employer or who do not have a telephone shall have no claim against the Employer for failure to give notice required or anticipated by this Agreement.

Section 4: **SUPERVISION PERFORMING BARGAINING UNIT WORK.** Nothing herein contained shall be construed in any manner so as to preclude supervision or administrative personnel from performing bargaining unit work as, if, and when, in the Employer's judgment, it is necessary to do so in order to assure the timely and proper performance of the job responsibilities assigned to the people under this Agreement.

Section 5: **PRONOUN GENDER.** Wherever used in this Agreement the male pronoun shall be considered as encompassing both male and female employees.

Section 6: **MECHANICS' UNIFORMS.** The Employer will provide uniforms for each mechanic. It is expressly understood that such uniforms shall be worn only while on duty at the Brandywine Community Schools or on the way to or from such duty.

- (a) This provision shall apply only to mechanics. It shall not apply to other maintenance classifications or food service classifications.

Section 8: **TOOLS FOR BARGAINING UNIT EMPLOYEES.** The Board will provide the tools necessary for bargaining unit personnel to perform their required work. Such tools are and shall be the property of the Board and as with all school supplies and equipment shall not be removed from School premises and/or used for personal use without written authorization of Supervisor.

Section 9: **WORKSHOPS, INSTRUCTION, AND FOOD SHOWS.** Bargaining unit employees who are required by the Board to attend an educational workshop or school of instruction, ~~or food show~~ shall

be paid their hourly rate of pay for the time spent while attending such, plus mileage as per Section 11 of Article XIII of this Agreement. Bus drivers will be paid at their regular driving rate for CDL workshops and all other training. All workshops or school of instruction must be approved in advance by the supervisor. The Board will pay for all licensing or certification fees which are required of an employee in the performance of his work.

Section 10: **ENTIRE AGREEMENT.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions, contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties and ratified by the Union. It is understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, and arrangements heretofore existing.

Section 11: **SAVINGS CLAUSE.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 12: **LICENSING.** It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of his job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment. Employees shall be reimbursed by the Employer for the cost of the license except that the Employer will not pay any "late" fees.

ARTICLE XIX - DURATION

The parties have agreed to a three-year contract for purposes of determining the length of the contract. Accordingly, Article XIX shall be revised to read as follows:

This Agreement shall be effective on the 1st day of July, 2006, and the terms and provisions thereof shall remain in full force and effect through the 30th day of June, 2009, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the subsequent automatic renewal period of its intention to amend, modify, or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Niles, Michigan on this _____ day of ____, 2008.

BRANDYWINE EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA

BRANDYWINE COMMUNITY SCHOOLS
BERRIEN AND CASS
COUNTIES, MICHIGAN

By _____
Its Local President

By _____
Its President

By _____
MEA UniServ Director

By _____
Its Secretary

APPENDIX A

Section 1: HOURLY WAGE RATES.

For the period of July 1, 2006 through June 30, 2007, the wages are increased by 1.75%. The retroactive pay for that period will be calculated at 2% of the bargaining unit earnings during the period of January 1, 2006 through December 31, 2006.

For the period of July 1, 2007 through June 30, 2008, the wages are increased by 2%. The retroactive pay for that period will be calculated at 2% of the bargaining unit earnings during the period of January 1, 2007 through December 31, 2007.

Retroactive earnings will be paid on the second pay period in August 2008.

<u>MAINTENANCE:</u>	<u>Effective</u> <u>7/1/08</u>
Mechanic	\$17.93
Custodial Engineer	\$17.48
Maintenance/Custodian	\$16.21
 <u>FOOD SERVICE:</u>	
Head Cook	\$13.46
Cook Helper	\$10.59
Helper/Lunchroom Monitor	\$10.16
 <u>BUS DRIVERS:</u>	
Regular	\$15.35
Special Trips **	
Driving	\$15.53
Waiting	\$11.75

* All Bus Drivers will receive a two (2) hour minimum per run. In the case where a run may overlap, the driver will not receive double pay for the said such overlapping time, unless no other driver within the classification is available to drive said such run.

** See Section 13(c).

Section 2: SHIFT SCHEDULE. The first shift is any shift that regularly starts on or after 4 a.m. but before noon; the second shift is any shift that regularly starts on or after noon but before 8 p.m.; and the third shift is any shift that regularly starts on or after 8 p.m. Except as provided hereafter, all employees assigned to work the second or third shift shall receive forty-five cents (\$0.45) per hour extra.

Section 3: The hourly rate of pay applicable to probationary employees shall be fifty cents (.50) below the applicable hourly rate of pay for the classification to which they are assigned but in no event less than the Michigan minimum wage.

Section 4: The Employer agrees to pay the full contribution to the Michigan Public School Employee Retirement Fund as required by law.

Section 5: Biweekly paychecks normally will be distributed to employees on alternate Fridays covering the hours worked during the two (2) week period ending the preceding Sunday. Employees who work on the second or third shift shall be paid on Thursday night.

Section 6: Whenever a driver is at an event and is required to supervise students on their bus, they will be paid drive time for that period of supervision.

APPENDIX B

Section 1: MEDICAL, DENTAL AND VISION INSURANCE. Subject to the limitations and conditions set forth in this Schedule, the Employer shall provide for each full-time twelve-month employee who has completed the initial probationary period health and medical insurance with a carrier selected by the Employer. As soon as possible after the ratification and for the duration of this Agreement, the Medical insurance program will change to MESSA Choices II with the \$10/\$20 prescription plan.

INSURED	EMPLOYER'S BASE MONTHLY PREMIUM CONTRIBUTION*
Self	100%
Self and Spouse or Children	100%
Full Family	100%

An otherwise eligible employee who does not require Health and Medical Insurance may elect to apply the self-only medical insurance premium toward the purchase of one (1) or more of the following options:

- (1) group term life insurance
- (2) loss of time (income protection) insurance
- (3) long- term disability
- (4) hospital supplement
- (5) tax-deferred annuity or cash option

Section 2: PART-TIME/PART-YEAR EMPLOYEES. The Employer shall provide for each employee who is regularly scheduled to work at least four (4) hours per day during the regularly scheduled work year and who has completed the initial probationary period, a monthly insurance allowance equal to 75% of the single subscriber medical insurance premium rate payable for twelve (12) months.

For those eligible employees not taking the above option, a monthly cash in lieu of insurance option of \$85.00 per month is authorized. As of July 1, 2008 the cash in lieu of option will increase to \$125 per month.

The sum set forth above may be applied toward the purchase of health and medical insurance, ~~or~~ toward the purchase of one or more of the options listed in Section 1 above, or as a cash/annuity option.

Section 3: It is understood and agreed that there shall be no duplication of coverage. Such employees who desire to be covered by the group hospitalization and major medical insurance shall certify to the Employer in writing that they are not covered by any other health insurance plan paid for by someone other than the employee or his/her spouse. Each such employee shall execute the aforementioned certificate of non-duplication of coverage and shall be enrolled in the group hospitalization and major medical plan subject to the terms and conditions of the Employer's insurance carrier. For those employees who desire additional health insurance or option coverage, the cost of which exceeds the amount of subsidy provided by the Employer, and who execute proper payroll deduction forms, the Employer agrees to deduct the amount once each month from the employee's pay.

Section 4: The Employer reserves the right to select the insurance carrier provided the new insurance program is substantially equivalent to that in effect during the current year.

Section 5: The Employer agrees to continue the DELTA Dental Insurance program in effect during the current contract year for all full-time employees.

Section 6: The Employer agrees to provide full-time employees with VSP-2 vision coverage.

Section 7: IRC SECTION 125 PLAN. The District shall establish and maintain an IRC Section 125 plan to permit the use of pre-tax dollars for employee benefit expenditures.

MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION of BRANDYWINE COMMUNITY SCHOOLS

AND

***BRANDYWINE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION MEA/NEA***

2006-2009

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