

AGREEMENT

between

FARWELL AREA SCHOOLS

and

**TEAMSTERS STATE, COUNTY
& MUNICIPAL WORKERS
LOCAL 214**

Effective March 21, 2011 through September 30, 2012

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THIS AGREEMENT, entered into this 21st day of March, 2011 by and between the Farwell Area Schools of Farwell, Michigan, herein after called the "Board," and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms, and conditions of employment.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Custodial and/or Maintenance employees, Bus Drivers, Mechanics, Cooks, and Cafeteria employees and Bakers, but excluding Supervisors. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and references to male personnel shall include female personnel.

B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Business Representative of the Union, the President of the Board of Education of the Farwell Area Schools in Farwell, Michigan, parties to this Agreement.

D. Substitute employees will not work more hours than regular or part-time employees if within the Board's control. It is understood that, if regular or part-time employees, they must possess the present ability to perform the work.

E. The Board reserves the right to contract employees from a third party to provide non-instructional support services as defined by the Public Employment Relations Act.

F. When used in this Agreement, the term "Board" shall mean the Farwell Area Schools, its Board of Education, and, where appropriate, its superintendent or administrative employees.

ARTICLE 2
EMPLOYEE AND UNION RIGHTS

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1964 amended from time to time, and by other applicable Michigan Public Acts of 1965, as amended from time to time, and by expressed limitations in the terms of this Agreement.

ARTICLE 3
UNION SECURITY

A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to a legally permissible amount determined through appropriate procedures not to exceed Union dues. For present employees, such payments shall commence with the first pay thirty-one (31) days after the effective or execution date hereof, whichever is later, and for new employees, with the first pay thirty-one (31) days after the date of employment.

C. If any provisions of the Article are invalid under the federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal, state, and city law or shall be renegotiated for the purpose of adequate replacement.

D. During the period of time covered by this Agreement the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by each employee, allowing such deductions and payments to the Union.

1. Amount of initiation fee and dues will be certified to the Board by the Secretary-Treasurer of the Union.
2. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues.
3. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union treasurer and not by the Board.

E. The Union agrees to indemnify and save harmless the Board and its individual members, both past and present, from any and all demands, claims, causes of action, salaries, payments, or expenses, including legal fees and unemployment compensation costs incurred in the enforcement of this Article.

F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued thirty (30) days after written notice of the fact is given to the Board, if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to written notification of the Board by the Union that the employee has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building

administrator. The Union may post notices on any bulletin board ordinarily designated for the Union's use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive collective bargaining proposals, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to require the Board to provide information which would not be available pursuant to the Michigan Freedom of Information Act or Public Act 379, as amended, or expand the Board's obligations under either act.

ARTICLE 4 **CHIEF STEWARDS, STEWARDS, AND ALTERNATES**

A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list a chief steward and three (3) stewards. One (1) steward representing Bus Drivers, one (1) steward representing Maintenance employees and Custodial employees, and one (1) steward representing Cooks and Cafeteria workers and their appropriate alternates. Their duties and responsibilities shall include the investigation and presentation of grievances with the Board and/or its representatives.

B. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit stewards release from employment duties without loss of time or pay, in accordance with the terms of this contract, reasonable time to investigate and present grievances to the employer after first obtaining permission from the immediate supervisor with the understanding that this will not be abused.

C. The privilege of stewards leaving their assigned work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances, and will not be abused; and stewards will perform their regularly assigned work, except when necessary to leave their work to handle grievances as provided herein.

D. The authority of stewards and alternates so designated by the Union shall be limited to and not exceeding the following duties and activities.

1. The investigation and presentation of grievances with the Board or its designee in accordance with the provisions of this bargaining Agreement. Permission may be granted by the immediate supervisor and/or his designee in the proper investigation and presentation of said grievance.
2. The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
 - a. been reduced to writing; or,
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

- E. 1. The chief steward will be allowed proper time off to attend all formal grievance procedures under this collective bargaining agreement including arbitration.
2. For the purpose of layoff and recall, the chief steward shall head the seniority list, provided he/she has the present ability to perform the work available.
3. The Board shall be notified by the Union, in writing, of the names of the chief steward, stewards, and alternates.
 - a. Alternates shall serve only in the absence of the regularly assigned steward.
4. The authority of the Union steward shall be limited to the acts or functions which said stewards are authorized to perform in this agreement.

F. The terms and conditions of this Article shall not be interpreted as limiting or expanding the rights of stewards as defined in Article 33 or elsewhere in this contract, or as determined by Michigan Public Act 379, as amended.

ARTICLE 5
GRIEVANCE PROCEDURE

A. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with proceedings provided. Every effort shall be made to adjust controversies and disputes in an equitable manner between the Employer and the Union.

B. For the purpose of this Agreement, a grievance is defined as a problem or complaint submitted by a member of the bargaining unit involving an alleged violation and/or interpretation of the expressed terms and conditions of this contract. As used in this Article, the term "member bargaining unit" shall also mean a group of members having the same grievance.

C. The following matters shall not be the basis for grievances under the procedures outlined in this Article.

1. The termination of services or failure to re-employ any probationary employee.
2. Any matter involving employee evaluation.

D. The Union shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the supervisor to act as its representative at Step 1 and 2 as hereafter described, and the superintendent and his/her designated representative to act at Step 3 as hereinafter described.

E. The term "days" as used herein shall mean workdays.

F. Written grievances as requested herein shall contain the following:

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

grievance, the superintendent or his designee shall arrange a meeting with the grievant and the designated Union representative to discuss the grievance. Within five (5) days of the meeting, the superintendent or his/her designee shall render a decision in writing, transmitting a copy of the same to the grievant, the Union steward and the Union business agent, and the supervisor.

Step 4 - School Board Appeal

If the decision is unsatisfactory to the grievant and the Union, the grievant and/or the Union shall, within five (5) days of the discussion, appeal the same to the Board of Education by filing such written grievance, along with the decision of the superintendent with the Central Office Board of Education Secretary who will place the same on the agenda at the next meeting. At the next regular Board meeting the Board shall allow the grievant and/or the Union representative an opportunity to be heard at a hearing scheduled to discuss the grievance. The hearing may be open or closed, at the option of the grievant, only if within the confines of Michigan Public Act 267.

Within five (5) days of the hearing of the grievance, the Board shall render a decision in writing with copies of the decision forwarded to the superintendent, supervisor of the program in which the grievance arose, the grievant, the Union steward, and the Local 214 representative.

The School Board will provide the Local 214 Business Representative with a list of all of the Board's regularly scheduled meeting dates.

Step 5 - Union Grievance Panel and Arbitration

In the event the grievance is not satisfactorily settled at Step 4, the Union shall have five (5) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below, or to the Teamsters Local 214 Grievance Panel for its review.

1. Grievance Panel Procedures and Time Limits. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in

writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have five (5) days after the Panel's decision to do so.

2. Arbitration. In the event the grievance has not been satisfactorily settled in Step 4, either party may submit the subject to arbitration with the Federal Mediation and Conciliation Service, provided such submission is made within sixty (60) working days after the receipt of the last Step answer. All matters submitted to arbitration shall be within the time specified above and normal arbitration rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that costs of any arbitration proceedings under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

H. In the event that a grievance is upheld as a result of arbitration, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

I. Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

J. A grievance may be withdrawn at any time without prejudice by the aggrieved.

1. The Board shall allow their employees the proper time off from their job, with pay, when grievance meetings are held during the regular workday.

ARTICLE 6
DISCIPLINE - DISCHARGE

A. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

B. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.

C. Employees shall be subject to disciplinary action for reasons such as, but not limited to, insubordination or violation of Employer's rules and regulations. Employee incompetency shall also subject the employee to demotion or termination.

D. Administrative actions which result in suspension or discharge of employees shall be immediately subject to Step 2 of the Grievance Procedure.

E. Cleaning Out the Personnel File:

Any disciplinary letter submitted into a personnel file will be subject to review/removal process by a review committee after two and one-half (2 1/2) calendar years. It is the bargaining member's responsibility to request the review process to remove a disciplinary letter. A committee composed of the department steward, the affected bargaining members, the building principal, and the Superintendent will meet to discuss the disciplinary letter. The decision for removing a disciplinary letter from a file must be agreed upon by a majority of the committee. If a majority of the committee does not agree, the disciplinary letter will remain in the file. any employee who has had a disciplinary letter placed in his/her personnel file within the past sixteen (16) months will be eligible for review after four and one-half (4 1/2) years.

ARTICLE 7
SENIORITY

A. A newly hired employee shall be on probationary status for ninety (90) days taken from and including the first day of employment. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without recourse of appeal by the Union. Probationary employees who are absent during the first ninety (90) days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

B. After satisfactory completion of the probationary period, seniority, and all matters pertaining to benefits shall be retroactive to the date of hire.

C. An employee will lose his seniority and terminate his employment with the Board for the following reasons:

1. Employee quits or retires.
2. Employee is discharged, and the discharge is not reversed.
3. Employee is absent for three (3) working days without notifying his supervisor, in proper cases exceptions may be made.
4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
5. If the employee gives a false reason for a leave of absence.
6. If the employee falsifies pertinent information on his application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

This Subsection will apply for only the first 24 months of employment, except falsification of physical condition, which will be extended.

D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire. The seniority list shall have at least five (5) departments, including, but not limited to the

following: Bus Drivers, Custodians, Bus Mechanics, Cooks and Bakers, and Servers and Helpers.

E. When more than one (1) employee is hired on the same day, seniority will be determined by alphabetical sequence of last name.

F. Total seniority will apply for bumping and lay-off as defined in Article 10, Bumping Procedures.

G. Steward of the Union will be notified in writing whenever there is a new employee hired.

H. When a current employee starts work in a new division, said employee can not sign the trip board, or bid shifts or routes, for a period of ninety (90) days.

ARTICLE 8

WORKING CONDITIONS AND ANNUAL ASSIGNMENTS

A. It is hereto understood by the parties that the assignment of duties to any immediate employee in his or her respective classification shall be vested with the Employer, consistent with the provisions outlined in this Agreement.

1. Prior to the opening of school, employees may apply for specific job assignments, building assignments, or route assignments. The Employer will consider the preference of the senior employee when determining job assignment. This shall not apply to the filling of vacancies, provided seniority remains the determining factor in job bidding. The final decision on all job assignments rests with the Board. The Board reserves the right to make justified temporary changes in assignment, with no loss in pay to the employee, not to exceed fifteen (15) calendar days.
2. Specific duties for all classifications within the scope of this Agreement shall be outlined in writing by the Employer and a copy given to the employee and also posted at each work site by the second week of September each year.
3. Realizing that employees shall only be required to report to or take orders from one (1) supervisor, a general chain of command for all classifications

will be posted and each employee's duties outlined will include the name and/or title of his or her immediate supervisor.

4. All costs of licenses required as a condition of employment will be paid by the Board.
5. Mileage reimbursement: Employees required to use their own vehicle in the performance of their duties shall be reimbursed at the current Internal Revenue Service rate.
6. Mechanics and Custodian employees shall be supplied working uniforms by the Employer to be maintained by the employee as follows:
 - a. Uniforms by July 1
 - b. Three (3) sets annually
 - c. Mechanics and Grounds Keeper:
 1. Present employees - One (1) set of coveralls every other year.
 2. New employees - Two (2) sets of coveralls the first year and then one (1) set of coveralls every other year.
 - d. The Employer will provide \$75.00 towards jackets for the bus drivers every three (3) years. New hires will not be eligible for coat allowance until their one-year anniversary.
 - e. The Employer will supply a raincoat to be kept in the food service van.
7. Eight (8) hour bargaining unit members shall have a thirty (30) minute lunch period and two ten (10) minute rest breaks; one in the work period before and one in the work period after lunch.

B. When filling day-shift absences, the Employer shall ask for volunteers from the second and third shift before using a substitute employee.

ARTICLE 9

LAYOFF AND RECALL

A. The word "lay-off" means a reduction in the work force due to a decrease of work, funds, or scheduling that results in a need for fewer employees.

B. When a lay-off takes place temporarily, the probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in reverse order of their seniority, i.e., the least-senior employee on the seniority list being laid off first.

C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff. At the same time the employee is notified, the Union shall receive a list of the affected employees.

RECALL PROCEDURE:

When the working force is increased after a lay-off, employees will be recalled according to seniority, with the most-senior employee laid off being recalled first. Notice of recall shall be sent to the employee at his/her last known address by mail. An employee recalled to work shall notify the Board of his/her intent to return within five (5) workdays from receipt of recall notice. If an employee fails to do so, he/she may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he/she shall be considered a quit.

ARTICLE 10 **BUMPING PROCEDURE**

A. In the event of a reduction in force or the elimination of positions, the following procedure shall be applied:

1. Any employee whose job has been eliminated may bump any less senior employee in his/her pay grade or any less senior employee in a lower pay grade.
2. Any employee so bumped may bump by similar procedure until all jobs have been filled.
3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his/her previous category or below, shall be notified by the Board of all such subsequent vacancies, and shall be granted five (5) days to make

application. Failure of said employees to accept a job vacancy within a year shall result in his/her termination. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.

4. No employee shall be entitled to bump into a position for which he/she has not the present ability to perform the work, which same shall be defined as having the ability to perform the job after having reasonable orientation to the assignment involved.
5. Seniority shall be bargaining unit seniority by department as in Article 7.
6. In the event of lay-off of less than twenty-four (24) months, or the length of the employee's seniority, not to exceed twenty-four (24) months, an employee so laid off shall be given seven (7) calendar days' notice of recall by mail to his/her last known address. In the event the employee fails to make him/herself available for work at the end of said seven (7) calendar days, he/she shall lose all seniority rights under this Agreement.
7. Any employee who has filed for unemployment compensation and who has received any money from unemployment funds shall have withdrawn his/her eligibility to bump, unless there is a vacant position within the bargaining unit. Upon employee's receipt of notice of lay-off, the employee has five (5) days to notify the Board of their desire to bump.

ARTICLE 11 **RESIGNATION**

A. An employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.

B. Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time.

C. Any employee who discontinues his/her service without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Worker's Compensation within the Michigan State Law, and

any other rights and privileges which have been granted by the Farwell Area School Board to its employees.

ARTICLE 12
JOB BIDDING

A. The Union steward will be notified of newly created positions. This includes any position of four (4) weeks' duration, regardless of the number of hours worked, but does not include student help.

B. All job openings in any classification covered under this Agreement shall be posted for bid at each school for a period of five (5) days, excluding Saturday, Sunday, and holidays. All bids shall be submitted in writing during this period. All job openings shall be posted in each job site not later than five (5) days after the job becomes vacant.

C. Insofar as practicable, all vacancies will be filled by qualified people, and all employees are encouraged to train and prepare for promotional opportunities. The Board shall have the right to make final determination regarding which applicant will be selected to fill a vacancy and to determine who is the most qualified applicant. When abilities are equal, seniority will be the determining factor.

1. Training by bargaining unit members: A training list shall be established for Bus Drivers who desire to be employed as substitutes in food service positions and custodial positions and Food Service employees who desire to be employed as substitutes in custodial positions. Bus Drivers and Cooks who are interested in such substitute employment shall notify the Board in writing. When the training list is initially created, employees included on the list shall be ranked based upon total length of service with the Board. Employees subsequently added to the list shall be placed at the bottom of the list.
2. Employees on the training list shall be given preference whenever the Board determines to utilize a substitute for a custodial or food service position. Employees on the training list shall be offered employment as substitutes on a rotating basis. After an employee has been offered employment as a

substitute, his/her name shall be placed at the bottom of the list. An employee's name may be removed from the training list if the employee refuses three (3) offers of employment as a substitute during the Board's fiscal year. If an employee's name is removed from the training list, the employee's name shall not again be placed on the substitute list until the following fiscal year.

3. The Board shall not be obligated to provide preference to employees on the training list in cases where the Board determines, in its discretion, that there is an emergency or need to quickly retain a substitute.
4. The Board shall not be obligated to offer employment as a trainee if: (1) the hours to be worked as a substitute would conflict with the employee's scheduled hours of work for that day, including any scheduled extra trips or runs; or (2) working the scheduled hours of the substitute assignment would result in the employee being entitled to overtime compensation under state or federal law.
5. Work as a substitute trainee employee pursuant to this Article shall not be considered to work in excess of the employee's normally scheduled work hours in a day; therefore, employees will not be entitled to overtime pursuant to Article 22 of this Agreement as a result of working as a substitute trainee. Further, service as a substitute trainee shall not entitle an employee to minimum call-in pay pursuant to Article 22, Subsection B (2). This Section shall not be construed to deny an employee any overtime compensation to which the employee is entitled under state or federal law.
6. Employment as a trainee pursuant to this Article shall not in and of itself result in any employee receiving preferential rights to employment in a vacancy.
7. An employee shall not accrue seniority in a classification as a result of serving as a trainee in that classification. Further, service as a trainee in a particular classification shall not be counted toward completion of

probation in the event the employee subsequently becomes regularly employed in that classification.

8. The Board shall not be obligated to provide an employee who is serving as a trainee custodian with a working uniform pursuant to Article 8, Subsection A (6). Service as a trainee pursuant to this Article shall not result in the accrual of additional leave, vacation, holidays, insurance, or other benefits as a result of substitute service.

D. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted at least five (5) days.

E. Requested transfers will be considered on the strength of the reasons given for the transfer and with the school's best interests in mind.

F. There shall be a trial for transfers from one division to another, not to exceed thirty (30) calendar days, for both the employee and the Employer.

G. No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without due cause.

H. Special Needs Students

1. If an employee will be providing instructional or other services to a medically fragile student, the employee will be trained in the procedures to be taken in the event an emergency arises related to the student's medical condition.
2. No employee will be required to provide services of a medical nature to a medically fragile student without being offered Board paid training to provide the services, unless the services are necessitated by an emergency.
3. On a case-by-case basis, the district will determine what training and other support should be provided to the employee who will be providing instructional or other services to a medically fragile student.

I. The senior afternoon shift custodial employee in the building where a scheduled day shift vacancy of three (3) days or more occurs shall have the preference to fill the open temporary day shift custodial position.

ARTICLE 13
EQUIPMENT, ACCIDENTS, AND REPORTS

A. The Employer shall not require employees to take out on the streets or highways, any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law.

B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents.

C. Employees shall immediately report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or bus supervisor.

ARTICLE 14
ABSENTEEISM AND TARDINESS

At a time when the Board feels an employee is guilty of absence or tardy abuse, said employee shall be called in and orally warned. If there is subsequent abuse, said employee will be called in a second time and given a written reprimand; and, if there is additional abuse, said employee will be called in a third time, at which time said employee shall be subject to disciplinary action, up to and including dismissal from employment.

ARTICLE 15
MILITARY CLAUSE

A. Employees enlisting or entering the military or naval service of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges by the Act.

ARTICLE 16
LEAVES OF ABSENCE

A. Any employee desiring leave of absence from his/her employment shall secure written permission from the Employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) days without pay. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights, and shall be subject to discipline, including discharge, by the Board of Education for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

B. Union Leave: The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, not to exceed seven (7) days per year, for any two (2) members of the bargaining unit, at any given time designated by the Union, to attend a Labor Convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying the length of time off for Union activities. No two (2) employees will be excused from one (1) department at the same time.

C. Jury Duty: An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend court during normal working hours as a juror or prospective juror in a court of record; provided, however, that the employee shall account to the Employer for such sums received in payment therefore.

ARTICLE 17
SICK LEAVE/PERSONAL BUSINESS LEAVE

A. Sick leave shall accrue for all employees at the rate of one-half (1/2) paid sick day for each month worked with said days being accumulative to one hundred and ten (110) days.

B. A certificate of inability to work by reason of illness from a doctor of medicine or other physician designated by the Board, (the cost of examination by Board designated

physician to be borne by the Employer), and such other evidence of the illness before compensation for the period of illness is allowed.

C. The parties agree that an employee working less than eight (8) hours shall accumulate sick leave days based upon the number of hours per day normally worked.

D. Sick days will accumulate to forty (40) days with each day accumulated beyond forty (40) to be paid at the rate below, the last pay period of each fiscal year. Upon retirement or resignation, each employee will be paid each day up to the maximum accumulation as follows:

First 25 days at \$15.00 per day.

Next 24 days at \$20.00 per day.

Remainder of days at \$25.00 per day.

Employees notifying the business office in writing by May 15 of any year may choose not to receive the pay for the days over forty (40) days, and these days will continue to accumulate.

E. Personal Business Leave

1. The days shall not be used before or after a vacation or holiday period.
2. Two (2) days are deemed an unrestricted leave, and shall not be deducted from sick leave. Two (2) days are deemed an unrestricted leave, and at the end of the school year, unused, no questioned, unrestricted leave days shall be added to the accumulated sick leave.
3. The remaining day is restricted to activities of a legal or personal nature which would cause financial or personal loss, and shall be deducted from sick leave.
4. For school year employees hired after April 1, 1994, personal days will not be deducted from sick leave.
5. Requests for personal leave shall be made at least three (3) days prior to the date requested.

6. No more than two (2) employees per employee group shall be granted leave per day.

ARTICLE 18
VACATIONS

Employees hired prior to April 1, 1994

A. All employees who have completed the following steps of employment shall be entitled to vacation pay and/or time off as follows:

After one (1) year	Five (5) days' vacation
After two (2) years	Ten (10) days' vacation

B. All employees will receive vacation on a pro-rated basis on hours worked or average weekly earnings in conformance with the aforementioned increments. Example: in the Bus Drivers' classification a regular employee averaging \$35 per week and having one (1) year seniority shall be paid \$35 vacation pay at the end of the school year in lieu of vacation time.

Employees hired after April 1, 1994

C. All full-time employees completing the following steps of employment shall be entitled to the following vacation days:

After one (1) year	Five (5) days' vacation
After two (2) years	Ten (10) days' vacation

ARTICLE 19
BEREAVEMENT LEAVE

A. Immediate Family. In case of a death in his/her immediate family, a regular employee may be granted a leave of absence, along with pay, for the work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. "Immediate family" is defined as wife, husband, child, step-child, brother, sister,

brother-in-law, sister-in-law, parent, parent-in-law, grandparent, grandchild, and grandparents of current spouse, except that a relative residing in the same household may, for the purposes of this section, be considered as of the immediate family. Exception: The three (3) day maximum may be increased to five (5) days for a person making funeral arrangements or for a person having to travel in excess of three hundred (300) miles.

B. Others. Employees shall have the right to use up to two (2) sick days per year for the purpose of bereavement of non-family members.

ARTICLE 20 **DOCK DAYS**

A. Employees may be allowed to take up to a total of ten (10) dock days (without pay) per year with the approval of the immediate supervisor.

B. Dock Days must be requested twenty-four (24) hours in advance.

C. No more than two (2) employees will be allowed per department, or more than four (4) per district, to be granted on a first come, first served basis.

1. For the purpose of this Article, Cooks and Bakers, Servers and Helpers will be considered one department.
2. Each use of a dock day shall be for a whole day regardless of the amount of time taken off.

ARTICLE 21 **HOLIDAYS**

A. Employees are entitled to the following paid holidays:

Thanksgiving
Day After Thanksgiving
Christmas Eve Day (for fifty-two[52]week employees)
Christmas Day
New Year's Day
Good Friday

B. To be eligible for holiday pay, an employee must work the regularly scheduled day before the holiday and the regularly scheduled day after the holiday. Provided, however, that this requirement will not apply with respect to any holiday falling within an employee's authorized vacation period; and provided further, that, if an employee's name is on the payroll and he/she is paid for the day before and the day after a holiday, it will be considered as a day worked.

C. All employees will receive holiday pay on a pro-rated basis based on hours worked or average weekly earnings.

D. Should one of the above holidays fall on Saturday, Friday shall be recognized as the holiday. Should one of the above holidays fall on a Sunday, Monday shall be recognized as the holiday.

E. Employees will receive pay for Labor Day, even though the school calendar may start at a later date.

ARTICLE 22 **OVERTIME**

Employees required to work in excess of forty (40) hours in one (1) week shall be paid overtime premium pay at the rate of one and one-half (1 1/2) times their base rate of compensation for such excess.

Custodial overtime will be recorded on an overtime board and overtime will be offered so as to equalize the amount of overtime worked among those custodians desiring to work overtime. The Steward shall be given a copy of the equalization list each month.

A. Scheduled Overtime: When Saturday or Sunday overtime is planned, management shall notify the employee at least forty-eight (48) hours in advance, or it will not be charged on the overtime board if turned down. When scheduled Saturday or Sunday overtime is to be canceled, the Employer will notify those employees scheduled to work by end of shift on the fourth (4th) day of the work week, except because of conditions which are beyond the control of management.

B. When an employee earns compensation time in lieu of payment for overtime worked, it shall be placed in a bank for usage by the employee within four (4) weeks of the earning of the time. Use of the time shall be a mutually agreeable time between the employee and the supervisors. If the time cannot be used in four (4) weeks, it shall be paid to the employee.

ARTICLE 23
INSURANCE

A. Upon receipt of written application, the Board agrees to provide the following insurance benefits:

- * Health Insurance fully-paid by Employer - MESSA Choice II
- * Long Term Disability 66 2/3%
 \$2,500 maximum
 90 calendar days modified fill
 Freeze on offsets
 Alcoholism/drug 2 years
 Mental/nervous same as any other illness
- * Dental insurance fully-paid by the Employer - Delta Dental
 75/60/75: \$1,200
- * Negotiated Life \$30,000 AD&D
- * Vision insurance fully-paid by the Employer - VSP-2

B. Life Insurance: All employees shall be entitled to term life insurance valued at twenty thousand dollars (\$20,000). The entire cost of the premium shall be assumed and paid by the Employer.

C. The Employer can look at other insurance carriers as long as the benefits are equal or greater than those provided to the employees.

At the same time that the insurance for administrators is changed, the health, dental and vision insurance identified in Article 23 will be changed to the same as that provided to administrators and include any “cap” on insurance provided administrators. The contract will also provide for pre-tax payroll deduction of any portion of the premium to be paid by the employee as a result of the “cap.”

ARTICLE 24
ACT OF GOD DAYS

A. Act of God days are those times when weather or other conditions beyond the control of the Employer are such that schools are closed by direction of the superintendent for the safety and welfare of the public.

B. Act of God days will be applied as follows:

1. Act of God days will be invoked by the superintendent by 6:30 a.m.
2. Employees will be notified by telephone by at least 6:30 a.m. not to report to work.
3. Employees reporting to work due to not being properly notified will receive an additional two (2) hours' pay for that day.
4. Employees who are not required to work on Act of God days will not be paid for the first five (5) days but will be paid for subsequent days up to a maximum of three (3) days.
5. Employees need not report for work, but will receive pay.
6. In the event that state law or a state board of education directive requires local school districts to make up Act of God days, members shall be paid for the make up days when worked.

C. A scheduled sick day, personal leave day, or vacation day, is not to be charged to the sick time or vacation time bank on an Act of God day, provided the employee works the day before and the day after.

D. For the year 2010-2011 all full-time custodians will be paid for the snow days that were called on March 23rd and March 24th. No other Teamster members will be paid for these days.

E. No member is paid for the first five snow days called unless that member works on the snow day. Pay is regular pay and follows federal wage guidelines, meaning overtime scale is only paid if hours worked are over 40 for the week. In the event that a total of 6, 7 or 8 snow days are called in the school year, employees will be paid for the

snow day and also will be paid for any time worked that is rescheduled due to the cancelled day due to weather.

F. If an employee is already scheduled to work on a day that is now a make-up day, that employee is only paid their normal rate of pay. This refers mainly to full-time employees.

G. The term snow day refers to all regular scheduled days that are cancelled due to weather, illness, act of God, etc.

ARTICLE 25

WORKER'S COMPENSATION

A. The Employer shall provide Worker's Compensation for all employees covered by this Agreement in accordance with Michigan State law. All regular employees injured on the job shall be covered as follows:

1. Seniority shall continue under Worker's Compensation.
2. The Employer shall continue to pay the employee's full hospitalization and life insurance for twelve (12) months during said injury.
3. Employees are required to notify their supervisor immediately of any work-related injury.

ARTICLE 26

MANAGEMENT RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board has used prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Union either to the taking of action under such rights or with respect

to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration, and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing; but not in conflict with the specific provisions of this Agreement, and the right to establish, modify business or school hours or day.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge non-probationary employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force, and to layoff employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine methods and means of distributing, disseminating, and/or methods and standards of operations, the means, methods, and processes of carrying on the work, including automation or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishing of relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, and training of employees, provided that selection is based on lawful criteria.
12. Determine methods and means to carry on the operation of the schools.
13. The management and administrative control of the school system, and its properties and facilities, and the activities of its employees during working hours.
14. Establish hiring procedures and qualifications.
15. Establish courses of instruction and in-service training programs for employees, including special programs.

C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall not be in conflict with the intent of this Agreement.

D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.

E. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours, are vested in the Board.

ARTICLE 27

BUS DRIVERS (SPECIAL)

A. Extra trips (athletics, band, field trips, etc.) will be offered to bus drivers on a rotational basis, with the first rotation being offered on seniority and further trips being

offered to drivers with the least extra trip hours first. Special trip times will be charged on a regular rotation basis to those employees refusing special trip assignments.

Minimum times paid for bus drivers shall include driving, warm up, sweeping, washing, and gassing of buses. Trips covered by this section shall, whenever possible, be posted on the trip board at least seventy-two (72) hours in advance.

B. By the second week of September, pre-established minimum scheduled running times will be posted. The driver will be guaranteed the pre-established running time, and will be paid according to this Article for all time in excess that may be caused by inclement weather or other uncontrollable happenings. Running time for each route will be established by the transportation supervisor, and shall be the time necessary to travel the route from leaving the bus lot until returning to the bus lot. The morning pick-up time shall be used as a base. The allowance for afternoon take-home time shall be equal to the morning time, unless there is a significant difference in the routine of the afternoon run. Running time will vary from one route to the other.

C. Bus drivers will be paid for all hours worked in the performance of their duties and responsibilities on regular runs, as follows:

1. The hours worked shall be recorded on time cards by the use of a time clock to be punched by bus drivers to accurately reflect the time spent on their duties and responsibilities.
2. The duties and responsibilities in connection with regular runs shall include driving, 20 minute lot time prior to p.m. run, warm-up time, pre-trip safety inspection, and under-hood fluid level check, cleaning the exterior of the bus necessary for operation, cleaning the interior of the bus, washing the exterior of the bus, fueling, prompt reporting of mechanical and service needs, preparation of maps and route lists, dealing with discipline problems, evacuation drills, supervisor evaluations, and local in-service training.
3. The hours worked shall be paid at the hourly wage rate specified in the wage schedule. All hours worked in connection with the regular runs in

excess of forty (40) hours in one (1) week shall be paid at one and one-half (1 1/2) times the regular rate specified in the wage schedule.

4. If a driver's running time is altered by the temporary absence of a student, the driver may perform bus related duties to compensate for the lost time.

D. Available extra runs shall be offered to regular drivers who are available at the time the extra run is to be driven. If there are no regular drivers available to do the extra runs, then they may be assigned to substitute drivers.

E. Special and Extra Trips. Except as indicated in Article 22, bus drivers will be paid at their regular hourly wage rate specified in the wage schedule for all hours worked. The original projected minimum for all trips will serve as the least amount of hours to be paid.

F. These duties and responsibilities, including already established reporting times, shall be performed in the same manner and according to the same procedures and routines as under the prior Letter of Understanding in the 1980-83 Agreement, and shall not be reduced, eliminated, or transferred to other persons or classifications.

G. It is mutually agreed between the parties that a bus driver's total daily pay for any regular run is determined in the following manner and covers the following duties and conditions:

1. Running time will be established for each route by the transportation supervisor and shall be the time necessary to travel the route from leaving the bus lot until returning to the bus lot. The morning pick-up time shall be used as a base. The allowance for afternoon take-home time shall be equal to the morning time, unless there is a significant difference in the routing of the afternoon run. Running time will vary from one route to another.
2. The driver of each regular run shall be paid one (1) hour of time each day to perform the following tasks:
 - a. Vehicle warm up.
 - b. Washing exterior of the bus.
 - c. Cleaning of interior of the bus.

- d. Cleaning exterior portion necessary to operate the bus safely.
 - e. Fueling the bus.
 - f. Pre-trip checking of under-hood fluid levels.
 - g. Pre-trip safety inspection.
 - h. Prompt reporting of mechanical and service needs.
3. The driver of each regular run shall be paid thirty (30) minutes each day to cover the following conditions, duties, and eventualities:
- a. Preparation of maps and route lists.
 - b. Updating and changing of maps and route lists.
 - c. Bad roads and weather conditions.
 - d. Break down time.
 - e. Dealing with discipline problems.
 - f. Supervisor evaluations.
 - g. Evacuation drills.
 - h. Local in-service training.
4. The driver of each regular run shall be paid twenty (20) minutes each day for lot time in the afternoon in preparation for loading.
5. The driver of each kindergarten noon run shall be paid actual running time, plus thirty (30) minutes to cover items in (2) and (3) above.

H. If an extra trip requires a bus driver not to have reasonable time to eat, the school will, upon receipt of a restaurant receipt, reimburse the driver up to \$7.00 for breakfast, \$10.00 for lunch, and \$15.00 for supper.

I. The Employer reserves the right to have students or athletics' field trips transported in vehicles not owned by the School District. If a school vehicle is used to transport students a regular driver shall be the operator.

J. Bus drivers who are working in the cafeteria and/or the custodial department will not be available for extra trips during the time they are working within those departments. However, the bus drivers will not be charged the hours on the Trip Board.

ARTICLE 28
WAGES AND CONDITIONS

Wage rates for classifications covered by this Agreement shall be contained in Supplement "A" and attached hereto.

When an employee moves from one classification to another within the same department they will go from the same level on the wage scale of the old class to the same level on the wage scale of the new class.

When an employee moves from one classification to another between two departments they will be placed on the new wage schedule at the starting rate for the first ninety (90) calendar days. Thereafter they will move to the same pay rate level on the new schedule as they were on the old classification wage scale.

ARTICLE 29
LONGEVITY

Each employee who completes the following years of service will have the appropriate amount added to their hourly rate for all hours paid as follows:

<u>LONGEVITY</u>	(Cents Per Hour)
	<u>2011-2012</u>
After 5 years	5
After 10 years	10
After 15 years	20
After 20 years	25
After 25 years	35

ARTICLE 30
MAINTENANCE OF STANDARDS

A. If the Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained during the term of this Agreement at not less than the highest standards established by this Agreement. The conditions of employment shall be improved wherever agreed upon. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

B. One (1) week prior to the summer school closing: Bargaining unit work for summer driving assignments shall be filled by bus drivers in order of seniority for the classification needed and in accordance with Article 7 by employees of the bargaining unit who have indicated they will be available for summer work.

C. Each employee may be permitted to review his/her own personnel file in accordance with State Status Act 397 of the public Acts of 1978.

D. Any driving assignment during the regular school year extending into the summer will remain with the assigned employee at his/her option.

ARTICLE 31
SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this contract or any riders thereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demand.

ARTICLE 32
NEGOTIATION PROCEDURES

A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of members covered by this Agreement.

B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with the necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.

D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two (2) negotiating teams are scheduled during their normal working hours.

E. In the event an issue agreed to has been overlooked, the Union and/or Board may seek correction within thirty (30) days of the signing of the contract.

ARTICLE 33
DURATION OF AGREEMENT

This Agreement shall become effective the 21st day of March, 2011, and shall continue in effect until the 30th day of September, 2012. This Agreement shall remain in effect after the expiration date, so long as negotiations are in progress for a new agreement. At least ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new agreement.

**TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:**

FARWELL AREA SCHOOL BOARD:

By: Curtis Bloom
BUSINESS REPRESENTATIVE

By: _____

By: _____

By: _____

By: _____

DATE: _____

DATE: _____



It is understood that either party has sixty (60) days from the date of signing to review the contents of this contract and to request a hearing on any or all issues deemed to be in error.

SUPPLEMENT "A"

<u>Employee Group</u>		<u>2010-2011</u>	<u>2011-2012</u>
Custodian	Start	10.37	10.37
	After 1 year	11.68	11.68
	After 2 years	12.03	12.03
	After 3 years	13.71	13.71
Mechanic	Start	11.68	11.68
	After 1 year	13.36	13.36
	After 2 years	15.86	15.86
	After 3 years	18.04	18.04
Driver	Start	12.70	12.70
	After 1 year	13.00	13.00
	After 2 years	13.59	13.59
	After 3 years	15.44	15.44
Cook	Start	10.12	10.12
	After 1 year	11.42	11.42
	After 2 years	11.77	11.77
	After 3 years	13.35	13.35
Asst. Cook/Driver			
Greeter/Cashier	Start	9.40	9.40
	After 1 year	10.33	10.33
	After 2 years	10.63	10.63
	After 3 years	12.02	12.02
Server/Helper			
Cashier	Start	9.07	9.07
	After 1 year	9.97	9.97
	After 2 years	10.30	10.30
	After 3 years	11.70	11.70

SUPPLEMENT "B"
CUSTODIAL SHIFT PREMIUM

In addition to the above salary schedule, custodians will receive the following shift premiums:

Second Shift: \$.25/hour

Third Shift: \$.30/hour

Employees called in to work on Act of God Days shall be paid an additional \$.50 per hour on these days with a compensatory day off at mutually agreed time. (No limit.)

SUPPLEMENT “C”
FOOD SERVICES EXTRA WORK

The Employer shall offer available extra work (due to the absence of a bargaining unit employee) to employees in seniority order that have the qualifications needed to perform the available work.