

***AGREEMENT***  
***2014-2017***  
***BETWEEN THE***  
  
***BESSEMER BOARD OF EDUCATION***  
  
***AND***  
  
***BESSEMER AFSCME***

**AGREEMENT**

This Agreement entered into on this first day of July, 2014 between the Bessemer School District (hereinafter referred to as the "EMPLOYER") and Local State, County and Municipal

Employees, and Council #25, AFL-CIO (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE 1. RECOGNITION (Employees Covered)**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of

1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees of the Employer included in the bargaining units, excluding teachers and supervisors, as defined in the Act.

## **ARTICLE 2. AID TO OTHER UNIONS.**

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **ARTICLE 3. UNION REPRESENTATION.**

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

## **ARTICLE 4. STEWARDS AND ALTERNATE STEWARDS.**

One (1) steward in each building. The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, provided it is so urgent it cannot be done during off hours.

## **ARTICLE 5. SPECIAL CONFERENCES.**

(a) Special conferences for important matters will be arranged between the local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such

special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended

by a representative of the Council and/or a representative of the International Union.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

#### **ARTICLE 6. GRIEVANCE PROCEDURE (Time of Answers).**

The Employer will answer in writing any grievance presented to it in writing by the Union. The grievance must be presented in writing by the steward to the Principal within fifteen (15) days after its occurrence in order to be a proper matter for the grievance procedure.

The Union shall have the right to commence a grievance at the level of management causing such grievance.

The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

A failure on the part of the employer to answer a grievance within the specified time limits shall automatically advance the grievance to the next step in the grievance procedure.

Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

## **STEP 1**

- (a) If an employee feels he/she has a grievance he/she shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the Principal.
- (c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Chief Steward to the Principal.
- (d) The Principal shall answer the grievance within five (5) working days.

## **STEP 2**

- (a) If the Principal's answer is not satisfactory, the grievance may be referred to the Chapter Chairperson, who may submit the grievance in writing to the Superintendent within five (5) working days.
- (b) The Superintendent shall answer the grievance within five (5) working days.

### **STEP 3**

(a) If the Superintendent's answer is not satisfactory, the Chapter Chairperson may submit the grievance in writing to the Board of Education within ten (10) working days. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance within twenty (20) calendar days from the date the grievance is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer, for which a written request has been made.

(c) The Chapter Chairperson or his/her representative shall be allowed time off his/her job without loss of time or pay, to investigate a grievance he/she is to discuss with the Employer.

(d) The Board shall answer the grievance at the next regularly scheduled board meeting.

### **STEP 4**

(a) If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within sixty (60) calendar days submit notification to the Board of Education of its desire to submit the grievance to arbitration by filing a request for arbitration with the Federal

Mediation and Conciliation Service and a copy shall also be submitted to the Employer.

(b) The arbitrator proceedings shall be conducted with the Federal Mediation and Conciliation Services Rules and Procedures. There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer.

(c) The arbitrator shall make a judgment based on the express terms of this agreement and shall have no authority to add to or subtract from or modify any of the terms of this agreement.

(d) The cost of the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expense, will be borne equally by the Board and AFSCME.

#### **ARTICLE 7. COMPUTATION OF BACK WAGES.**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

#### **ARTICLE 8. DISCHARGE AND DISCIPLINE.**

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the building of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the building and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee or the steward.

(c) Appeal of discharge or discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer (In this application "Employer shall mean the Board of Education") will review the discharge or discipline and give its answer at the next regularly scheduled board meeting after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to step four (4) of the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the

Employer will not take into account any prior infractions which occurred more than three (3) years previously.

(e) Parties hereby agree to incorporate by reference the new Michigan Statute regarding drug screening/testing procedures for bus drivers.

#### **ARTICLE 9. SENIORITY - Probationary Employees.**

(a) New employees hired in the unit shall be considered as probationary employees for their first sixty-five (65) scheduled working days of their employment. When an employee finishes the probationary period, by accumulating sixty-five (65) days of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty-five (65) scheduled working days prior to the day he/she completes the probationary period.



(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's first day of actual work regardless of hours worked. In the case of two or more persons hired on the same day, a drawing shall take place to determine seniority placement. Current ties that exist from hires in 1995 and 1997 shall be determined by hours accrued.

#### **ARTICLE 10. SENIORITY LISTS.**

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unity entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at Signing of the contract and every six (6) months thereafter.

#### **ARTICLE 11. LOSS OF SENIORITY.**

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

- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

#### **ARTICLE 12. SUPPLEMENTAL AGREEMENTS.**

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period often (10) days following the conclusion of negotiations.

#### **ARTICLE 13. LAYOFF DEFINED.**

- (a) The word "layoff" means a reduction in 'the working force due to a decrease of work.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory:

Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority as determined in Section 12( c) and 16. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the grievance procedure.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

In a lay-off or job elimination, in which bumping rights would arise in the teacher aide position, the following shall apply: The person bumping into the teacher aide position must have the seniority and meet the qualifications for the position. If the person has the seniority and meets the requirements for the position, a four (4) week trial period shall be granted. The trial period shall function the same as in Article 20 Promotions. No bumping allowed within the last two weeks of school, if the person is assigned to a senior student graduating.

#### **ARTICLE 14. RECALL PROCEDURE.**

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12(c). Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he/she shall be considered a quit.

#### **ARTICLE 15. TRANSFERS.**

Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

#### **ARTICLE 16. VACANCIES OR NEWLY CREATED POSITIONS.**

(a) Vacancies or newly-created positions, or additional available hours which do not conflict with existing work hours within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building.

Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Union President. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union President in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of pay for the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Temporary assignments for the purpose of filling vacancies on a short-term basis {not to exceed 5 days} shall be made on the basis of availability, qualifications and seniority. Vacancies in excess of 5 days shall be filled on the basis of seniority and qualifications.

(f) It is understood that classroom Aides will not receive a trial period (as outlined above) for assignment selection at the beginning of the school year.

#### **ARTICLE 17. VETERANS.**

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces.

#### **ARTICLE 18. VETERANS LAW.**

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

#### **ARTICLE 19. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.**

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority or four (4) years, whichever is the lesser of the two, in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

#### **ARTICLE 20. LEAVE OF ABSENCE.**

Reliable and regular attendance is an essential job function.

Leaves of absence for reasonable periods not to exceed two (2) years will be granted, without loss of seniority for the first year and with loss of seniority for the second year on a day to day basis:

1. Serving in any elected position (public).
2. Maternity leave of absence for four (4) months prior to delivery and four (4) months after delivery of child.
3. Illness leave (physical or mental) if under physician's care. Such leaves may be extended for like cause.
4. A physician slip is required to substantiate the leave and a slip is required to clear the employee to return to work.

#### **ARTICLE 21. LEAVE FOR UNION BUSINESS.**

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

#### **ARTICLE 22. SICK LEAVE**

Sick days may be used for the following reasons: personal illness or injury, or illness or injury in the immediate family. The immediate family shall be considered to include husband, wife, domestic partner, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, grandchildren and any relative living in the employee's household.

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year accumulation, accumulated to one hundred forty (140) days total. An employee, who is on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. Upon termination, an employee shall be paid forty

dollars (\$40.00) for every unused sick leave day, to a maximum of one hundred thirty (130) days. Upon retirement, an employee shall be paid at sixty dollars (\$60.00) for every unused sick leave day, to a maximum of one hundred forty (140) days.

(b) An employee absent from work because of Lice, Measles, Strep Throat, Scarlet Fever, Pink Eye, Chicken Pox, Mumps, shall suffer no reduction of compensation and the absence shall be deducted from the employee's sick leave at a rate of 1/2 day for each day absent. The employee must bring a physician's statement to verify the illness and condition within seventy-two (72) hours.

(c) Employees shall be informed about any medical condition of a student that they are in direct contact with. This includes, but is not limited to, seizures, hepatitis, (CMV) cytomegalovirus and HIV or AIDS.

(d) An employee needing a sick day is required to give their Supervisor a minimum of a one-hour notice prior to the start of their shift. Exceptions to this would be in the case of an emergency and the custodians/bus drivers who begin their day prior to 6:00 a.m. An employee failing to give a minimum of a one-hour notice will receive a written warning the first time and may suffer loss of pay for the subsequent times.

(e) After five (5) consecutive days absence, the District may require a medical excuse to substantiate the absence.

### **ARTICLE 23. BEREAVEMENT LEAVE.**

An employee shall be allowed three (3) working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild, aunt or uncle. Any employee selected to be a pall bearer for a deceased employee will be allowed one funeral leave day with pay, not to be deducted from sick leave. Time lost to attend the funeral of any other relative will be deducted from sick leave.



**ARTICLE 24. WORKING HOURS (Shift Premium and Hours).**

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five (\$.25) cents per hour. Parties agree that one custodian will get paid one hour overtime per day for both Saturday and Sunday of each week for the purpose of performing building checks on both the elementary and junior/senior high buildings and this will be on a rotation basis. The current afternoon shift of 35 hours per week shall be expanded to 40 hours per week. Second shift custodians are to wear pagers on evenings when there is activity in their respective buildings so that they may be summoned when needed.

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five (\$.25) cents per hour. Parties agree that one custodian will get paid one hour overtime per day for both Saturday and Sunday of each week for the purpose of performing building checks on both the elementary and junior/senior high buildings and this will be on a rotation basis. The current afternoon shift of 35 hours per week shall be expanded to 40 hours per week.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) hours.

(c) The regular shift shall consist of eight (8) hours per day for custodians and bus drivers. Summer hours will be four ten (10) hour days per week or five (5) eight (8) hour days per week at the option of the employee (with the exception of the week of 4th of July) and return to five eight-hour (8) days the second week in August. Secretaries' hours shall be 7:30 a.m. to 3:30 p.m. to include two 15-minute breaks (a.m. and p.m.) an unpaid 1/2 hour lunch break during the school year and the summer hours to be worked out with Administration.

(d) Employees working 8 hours will be entitled to two fifteen-minute breaks and employees working 4 to 7-1/2 hours will be entitled to one fifteen-minute break. Less than 4 hours will not receive a break.

(e) If an employee is called in to work at a time other than their regularly scheduled time, the employee shall be guaranteed at least two (2) hours of pay at time and one-half, unless the call-in is within two (2) hours of their regularly scheduled shift. In this case, the employee will continue with their normal shift until the end of eight (8) hours of work. The employer then may send the employee home or have the employee stay and receive overtime.

(f) Custodians and Custodian/Bus Drivers shall perform regular cleaning duties as well as building maintenance and maintenance projects as customarily performed by the classification in the past on a regular basis.

(g) Calendars of events are to be posted in as accurate a fashion as possible at the beginning of the school year and up-dated weekly thereafter.

(h) Act of God Days, during scheduled days of student instruction which are not held because of conditions not within the control of school authorities, shall be handled pursuant to State Law. Instructional days shall be made up if the District falls below the minimum instructional hour requirement less any time allowed by law. School year employees will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

Full year employees required to work, as directed by the Superintendent or designee on Act of God Days shall be granted time off equal to hours worked with pay. This day shall be taken by mutual agreement between the employer and the employee. Where there is an offer to work on an Act of God Day and that offer is declined, the employee will not receive pay.

Full year employees required go work, at directed by the Superintendent or designee on Act of God Days, and shall be granted time off equal to hours worked with pay. This day shall be taken by mutual agreement between the employer and the employee.

(i) Full-time teacher aides' hours shall be 7 hours in duration and be paid at the rate of 7-1/2 hours.

(j) Lunch-time aides at the Washington School are to work 1-1/2 hours per day during the school year.

(k) Bus trips: It is agreed all trips beyond Hurley, Ironwood, Wakefield area are to be done by regular drivers on a rotation basis. Exception: From the first day of school through the last day of school, on Monday through Fridays including Holidays not listed below during the regular school hours (except Christmas and Easter vacations), any regular driver who does not have another assignment during their regular work day may be assigned such a run. Drivers or mode of transportation for trips exceeding one hundred (100) miles one-way shall be determined at the discretion of the District.

(l) Elementary secretary hours will be the number of student/teacher contact days plus twenty (20) days.

(m) An employee is required to notify their Supervisor as soon as it is known if the student to whom they are assigned is absent for any reason and for any length of time. An employee failing to notify their Supervisor will receive a written warning the first time and loss of pay for subsequent times.

#### **ARTICLE 25. TIME AND ONE-HALF.**

Time and one-half will be paid as follows:

(a) For all hours over forty (40) in one week.

(b) For secretaries on Saturday and Sunday.

(c) On extra-curricular activities that require our drivers, it is agreed that the driver shall receive regular pay, or overtime pay if eligible, only for the time spent actually driving the bus. The time spent at the activity (i.e. watching the game, parade, etc.) shall be paid the regular driver hourly rate.

Employees reporting for work on a holiday will be paid three (3) hours' pay.

**ARTICLE 26. HOLIDAY PROVISIONS.**

The following are paid holidays:

New Year's Day	Thanksgiving Day
Easter Monday	Fri. following Thanksgiving Day
Fourth of July	Christmas Day
Good Friday	Day after Christmas
Memorial Day	Day after New Year's
Labor Day	
One Deer Hunting Day -1 employee per day per building according to seniority.	

The following are paid holidays for School Year Employees:

Beginning the 2001-02 school year: Thanksgiving Day and Christmas Day.

Beginning the 2003-04 school year: add New Years Day and Good Friday.

Beginning the 2008-09 school year: add Friday following Thanksgiving.

Beginning the 2010-11 school year: add Memorial Day.

(b) If an employee is laid off or retires, he/she will receive any unused vacation credit including that accrued in the current school year. A recalled employee who received credit at the time of layoff for the current school year will have such credit deducted from his/her vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular pay while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 27. VACATION** (Eligibility).

An employee will earn credit during the accrual year toward vacation with pay in accordance with the following schedule.

One to four (4) years	Two (2) weeks
Five (5) years	Eleven (11) days
Six (6) years	Twelve (12) days
Seven (7) years	Thirteen (13) days
Eight (8) years	Fourteen (14) days
Nine (9) years	Fifteen (15) days

Ten (10) years	Sixteen (16) days
Eleven (11) years	Seventeen (17) days
Twelve (12) years	Eighteen (18) days
Thirteen (13) years	Nineteen (19) days
Fourteen (14) years	Twenty (20) days
Fifteen (15) years	Twenty-one (21) days
Sixteen (16) years	Twenty-two (22) days
Seventeen (17) years	Twenty-three(23) days
Eighteen (18) years	Twenty-four (24) days
Nineteen (19) years	Twenty-five (25) days

Employees Hired after July 1, 2012 will earn credit during the accrual year toward vacation with pay in accordance with the following schedule.

One to four (4) years	Five (5) days
Five (5) years	Six (6) days
Six (6) years	Seven (7) days
Seven (7) years	Eight (8) days
Eight (8) years	Nine (9) days
Nine (9) years	Ten (10) days
Ten (10) years	Eleven(11) days
Eleven (11) years	Twelve (12) days
Twelve (12) years	Thirteen (13) days
Thirteen (13) years	Fourteen (14) days

Fourteen (14) years	Fifteen (15) days
Fifteen (15) years	Sixteen (16) days
Sixteen (16) years	Seventeen (17) days
Seventeen (17) years	Eighteen (18) days
Eighteen (18) years	Nineteen (19) days
Nineteen (19) years	Twenty (20) days

**ARTICLE 28. VACATION PERIOD.**

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days during the school year, except that a vacation in one-day increments may be granted when school is not in session.

Vacations may be split into one or more weeks, provided such scheduling does not drastically interfere with the operation.

(c) When a holiday is observed by the Employer during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues

through the vacation period, he/she will be awarded payment in lieu of vacation. Documentation will be required from a physician.

(f) Notice of the employee's choice of vacation period shall be filed with the Superintendent at least three (3) weeks -prior to the start of vacation, except in case of emergency.

#### **ARTICLE 29. PAY ADVANCE.**

(a) If a regular payday falls during an employee's vacation period, he/she may request that he/she receive that check in advance before going on vacation, provided notice of his/her request is filed with the Superintendent not less than three (3) weeks prior to the vacation payday. No check will be issued in advance if the period for which the pay is to be received extends beyond the end of the current fiscal school year.

#### **ARTICLE 30. PERSONAL BUSINESS LEAVE.**

Each employee shall be allowed three (3) personal business leave days per year, with pay, not to be deducted from sick leave. These days must be applied for in writing to the Supervisor, and the reasons that the day must be taken, shall be stated on the application. These days are not accumulative. Personal business days shall not be granted for the day preceding or following a scheduled holiday or during the last two (2) weeks of the school year, except in emergency situations as approved by the Superintendent, approval for emergency situations will not be unreasonably withheld. Each school year employee shall receive 2 days. One (1) unused



personal business leave day will be converted to sick leave at the end of each school year by providing the District a written requested to convert no later than June 15<sup>th</sup> of each year. Converted Personal Leave may not be used until the following school year.

#### **ARTICLE 31. UNION BULLETIN BOARD.**

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of union elections.
3. Notices of results of union elections.
4. Notices of union meetings.

#### **ARTICLE 32. JURY DUTY.**

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

#### **ARTICLE 33. SAFETY COMMITTEE.**

A Safety Committee of employees and the Employer representatives is hereby established.

This Committee will include the Steward of each building and shall meet when problems arise during regular daytime working hours, for the purpose of making recommendations to the Employer.

#### **ARTICLE 34. EQUALIZATION OF OVERTIME HOURS.**

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing the overtime hours will be posted once per year on June 30th in a prominent place in each building.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period (two-hour minimum).

(d) Custodians will meet on a regular monthly basis to equalize overtime and will submit to the Superintendent a monthly report listing each custodian and his/her current up-to-date standing with regard to overtime. A monthly projection of anticipated overtime will be presented in the same manner.

(e) Overtime hours will be computed from July 1st through June 30th each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

(f) Layover time will not be paid for short trips.

#### **ARTICLE 35. HOSPITALIZATION. VISION AND DENTAL COVERAGE.**

(a) The Employer agrees to pay eighty percent (80%) of the premium for the hospitalization medical coverage of the employee and his/her family. Effective July 1, 2012 new hires will receive medical coverage for the employee only, with Dental and Vision coverage of the employee and his/her family. The plan to be MESA - Choices II with a \$200/\$400 deductible, \$10/\$20 prescription co-pay, and \$20.00 office visit co-pay. This coverage shall be applied to all employees working 32 hours or more for the term of this Agreement. The employee twenty percent (20%) contribution will be tax exempt, through a section 125 plan.

(b) In-lieu-of-hospitalization payment of four-hundred dollars (\$400) per month for every employee who does not participate in the health care/hospitalization insurance. Employees who work less than thirty-five (35) hours per week payment will be pro-rated based upon 2080 hours a year and \$1,200.00 per year.

(c) All employees working 32 or more hours for the term of this Agreement shall receive a fully paid Delta Dental Program, auto w/08 rider.

(d) All employees working 32 or more hours for the term of this Agreement shall receive the same vision care as provided for the teachers.

(e) The Employer shall pay 75% of the premium costs for Delta Dental Auto w/08 rider and same vision care as provided for the teachers, for employees working six (6) or more hours per day (school year employees). This coverage shall be year around. Employer shall pay 80% towards the cost of single subscriber costs for the 1st year. In any year, after year one, if the health insurance increase is less than 8%, the Employer's contribution will increase by 5% each year up to 90% of the premium.

#### **ARTICLE 36. WORKERS' COMPENSATION (On-the-job Injury).**

Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Workers Compensation will receive, in addition to her Workers' Compensation income, an amount to be paid by the

Employer sufficient to make up the difference between Workers' Compensation and his/her regular weekly income based on forty (40) hours. This amount will be deducted from accumulated sick leave.

#### **ARTICLE 37. RIGHTS OF THE BOARD.**

Except as modified by this Agreement, the District retains all rights, powers and authority vested in it by Act 279 of the Michigan Public Acts of 1965 and the laws and Constitution of Michigan and the United States. Not by way of limitation, but by way of illustration, the District reserves the right to:

1. Manage and control the District's business, the equipment, the operations and direct the working forces and affairs of the Employer.
  
2. Continue its rights of assignment and direction of the work of all its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.
  
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees and determine the size of the work force and to lay off employees.
  
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein; and the institution of new and/or improved methods or changes therein.
  
5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees.

7. Determine the location or relocation of its facilities, including the establishment 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, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

10. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

#### **ARTICLE 38. APPENDICES.**

The following appendices are incorporated and made a part of this Agreement:

Appendix A - Classifications and Rates of Pay

Appendix B - Retirement

Appendix C - Longevity

Appendix D - Miscellaneous

Appendix E - PEOPLE Check-off

Appendix F - School Closing/Consolidation

#### **ARTICLE 39. SCHOOL YEAR EMPLOYEES.**

Employees working only the school year shall receive sick leave, funeral leave and personal leave on a pro-rated basis commensurate with hours worked versus a full-time employee.

#### **ARTICLE 40. TERMINATION AND MODIFICATION.**

This Agreement shall continue in full force and effect through June 30, 2017.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current years termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desire. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union to Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, M149855; and if the Employer, addressed to Bessemer Area

School District, Bessemer School Board, Bessemer, MI 49911; or to any such address as the

Union or the Employer may make available to each other.

**ARTICLE 41. EFFECTIVE DATE.**

This Agreement shall become effective as of this date of execution, July 1, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE DISTRICT:

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**APPENDIX A**

**CLASSIFICATION AND RATES**

(Effective July 1, 2014)

<u>Classification</u>	<u>Straight time Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Head Custodian	\$15.75	\$23.63
Custodian	15.24	22.87
Driver	15.34	23.02
Secretary to H.S. Principal	14.95	22.43
Secretary to E.S. Principal	14.85	22.28
Teacher Aide	12.52	18.79
Head Cook	14.29	21.44
Food Service	13.80	20.71
Nurse	14.30	21.45

Increase all classification rates \$.15 for effective July 1, 2014, \$.15 for effective July 1, 2015, \$.15 for effective July 1, 2016

\*Probationary employees will receive ten cents (\$.10) per hour less than the above rate of their classification.

**APPENDIX B.**

**RETIREMENT**

The Employer shall pay the full cost of the retirement program.

**APPENDIX C.**

**LONGEVITY**

(effective July 1, 2009)

After 5 years of service	\$ .97 per hour
After 10 years of service	\$1.05 per hour
After 15 years of service	\$1.09 per hour
After 20 years of service	\$1.14 per hour
After 25 years of service	\$1.18 per hour
After 30 years of service	\$1.25 per hour

**APPENDIX D.**

The employer will pay upon the death of an employee all benefit time including sick leave and vacation leave at \$40.00 per day up to 130 days and pro-rated vacation at the employees current hourly rate to the employees estate.