

AGREEMENT

between

**BOARD OF EDUCATION
of the
HALE AREA SCHOOLS**

Hale, Michigan

and

**UNITED STEELWORKERS
AFL-CIO•CLC
on behalf of Local Union 15095-06**

July 1, 2010
through
June 30, 2012

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AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 2010 by and between the Board of Education of the Hale Area Schools, Hale, Michigan hereinafter referred to as the "Board", and the United Steelworkers, AFL-CIO•CLC, on behalf of Local Union 15095-06, hereinafter referred to as the "Union".

ARTICLE I
PURPOSE AND INTENT

Section 1.1: Purpose and Intent

It is the intent and purpose of the parties that this Agreement shall promote and improve all relationships between the Board and the Union and set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed and to provide a procedure for the prompt and equitable adjustment of grievances.

Section 1.2: No Discrimination

It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age height, weight, marital status or sex. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

ARTICLE II
RECOGNITION - UNION SECURITY AND CHECK-OFF

Section 2.1: Recognition: Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts 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 term of this Agreement of all employees of the Employer included in the bargaining unit described below:

- 1 - Custodial/Maintenance
- 2 - Bus Drivers (Regular)
- 3 - Food Service
- 4 - Library Assistant and Cafeteria Clerk
- 5 - Para-Professionals
- 6 - Monitor

and excluding all other school employees, including substitutes.

Section 2.2: Definition of Employees

The term "Employees", when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiations unit as above defined, and references to male employees shall include female employees.

The Employer and the Union agree that persons employed on a "temporary" basis will not be included in the bargaining unit provided however such persons will not be used to displace or replace any employee in the bargaining unit or to diminish earnings opportunities for bargaining unit employees. Employees hired in a "temporary" position may be used in the position for which they were hired not to exceed ninety (90) school days per occurrence. The Union and the Board shall meet and review the need for the position. If it is determined that the position is necessary, and belongs to the bargaining unit, it shall be placed in the bargaining unit.

Section 2.3: Union Membership New Employees

Any employee who on the effective date of this agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of this employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- a. In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 2.3 and provided that on the thirtieth (30th) day after the signing of this agreement or the thirtieth (30th) day after the employee has been hired, whichever is the later, the employee signs a service fee checkoff authorization form authorizing the deduction of a service fee equal to the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.
- b. In the event an employee refuses to comply with Section 2.3 or 2.3 (a) he shall be subject of discharge.

Section 2.4: Check-Off

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2.3 (a), the Employer agrees to deduct the monthly service fee as designated in said authorization.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, INITIATION fees, assessments or service fee, the Board agrees promptly to remit to the International Secretary-Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania such sum deducted. A copy of such list shall be furnished to the

Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 2.5: Notice to Union of New Employees

Newly hired employees will be given a Union authorization card or a service deduction card and the Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any.

Section 2.6: Indemnification and Hold Harmless Clause

The Union agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article.

ARTICLE III
RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Management Rights

It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States. It is further recognized that the exercise of powers, right, 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 be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3.2: Work Rules

The Board shall have the right to promulgate reasonable and necessary work rules consistent with the labor agreement.

ARTICLE IV
RIGHTS OF THE UNION

Section 4.1: Union's Rights

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The Employer further agrees that it will not in any way interfere with the organization of the Union, and that it will not commit any act calculated to undermine the Union.

Section 4.2: School Building Use

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the principal. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises.

Section 4.3: Union Request for Information

The Board agrees to furnish to the Union, in response to reasonable requests from time to time available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate information which may be necessary for the Union to process any grievance or complaint.

ARTICLE V
LONGEVITY PAY

Section 5.1: Longevity Payment

Employees shall receive an annual longevity payment, per the following schedule the first payroll in July. Payment shall be made in a separate check and shall be paid to the employee the first calendar quarter following their anniversary date. If the employee leaves the district prior to their anniversary date, the longevity shall be prorated.

	<u>2009-2010</u>
10 through 15 years of service	\$189.00
16 through 21 years of service	\$297.00
22 or more years of service	\$405.00

Longevity payments shall increase yearly based on the average percentage rate increase for all classifications in Schedules A, B, C, D, and E.

ARTICLE VI
BULLETIN BOARDS

Section 6.1: Bulletin Boards

The Board shall provide suitable bulletin boards for Union notices to its members. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of political or controversial nature, nor to reflect on the Board or its employees. Notices will be provided to Unit President.

ARTICLE VII
SENIORITY

Section 7.1: Seniority

Seniority shall be defined as length of continuous service in a particular occupational group. Seniority shall not be transferable or interchangeable between occupational groups. Continuous service within a particular occupational group shall be calculated from the date the employee was assigned to a regular job within that occupational group. If an employee is transferred or assigned from a particular occupational group to another occupational group within the bargaining unit, this shall not cause the employee to lose his/her seniority in the occupational group from which the employee was transferred or reassigned. Instead, the employee's seniority in the occupational group from which the employee was transferred or assigned, shall be frozen so that the employee will again enjoy the seniority in the event the employee is subsequently transferred or reassigned back to that occupational group, unless seniority is lost or broken in accordance with Section 7.4.

Super seniority for Unit President only.

The agreed upon occupational groups are as follows:

1. Custodial/Maintenance
2. Bus Drivers
3. Food Service
4. Library Assistant and Cafeteria Clerk
5. Para-Professionals
6. Monitor

Section 7.2: Probationary Period

A new employee shall be on probation and no seniority rights shall be earned until the employee shall have worked for the Board ninety (90) workdays. SENIORITY shall then date back to the first (1st) day he was assigned to a regular job. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period.

Section 7.3: Seniority List

The Board agrees to keep an up-to-date seniority list of all employees who have completed their probationary period including those such, on leave, in military service and those employees laid off. Copies of such list are to be passed out to all Committeemen every six (6) months and a copy of such list shall be posted on the bulletin boards.

Section 7.4: Loss of Seniority

Continuous service or seniority is broken and all rights of employment shall terminate when:

- a. An employee quits or is discharged for proper cause
- b. With regards to employees with less than two (2) years seniority, if they are laid off for more than three (3) months. With regards to employees with more than two (2) years seniority, if they are laid off for more than two (2) years.
- c. Off on any leave, other than Workman's Compensation, for a period of more than two (2) years. Off on Worker's Compensation leave (provided employee is receiving Worker's Compensation benefits) for a period of more than thirty-six (36) months.
- d. Absent from work for a period of three consecutive scheduled workdays without notification to the Board during such period of the reason for the absence.
- e. When an employee fails to report to WORK within five (5) working days after recall following a lay-off. Notification of recall shall be by certified mail (return receipt requested) and sent to employee's last address appearing on his personnel card. When

such notices are issued, the chairman of the grievance committee shall be notified also. Each employee shall be responsible for seeing that his/her correct address is properly recorded on his/her employment card.

- f. An employee accepts a position with the Employer that is outside of the bargaining unit if that position is held for three (3) months.

Section 7.5: Force Reduction

When a decrease in force is necessary, the following procedure shall be followed:

- All temporary or probationary employees within their occupational group shall be laid off first.
- If it becomes necessary to layoff additional employees, seniority shall prevail provided the employee has the ability to do the available work.
- When an employee is laid off, bumped off the job, or his job is discontinued, he shall have the right to exercise his seniority to bump a less senior employee in an occupational group in which he has seniority, provided he has the ability to perform the work.
- Laid off employees shall have first preference for substituting, in a general rotation, as long as they are qualified.

Section 7.6: Notice of Force Reduction

When an employee, other than a probationary employee, is laid off, he will be given a fifteen (15) working day written notice of such layoff. If he is laid off because of the discontinuance of a bus run, such employee will be entitled to a five (5) day written notice. If the Board fails to give the required notice of layoff, the employee will be paid at his usual rate for that part of the notice period which he did not work.

Section 7.7: Increase After a Layoff

When there is an increase in working forces after a layoff, the reverse of 7.5 Force Reduction shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment if he is willing and able to do the work.

ARTICLE VIII
SAFETY AND HEALTH

Section 8.1: Safety

The Board shall make all reasonable provisions for the safety and health of its employees during the hours of their employment and no employee shall be required to work under unsafe conditions. Should the Union or any employee feel that the safety and health provisions of this Article are being violated, they may have recourse to the Grievance Procedure.

Section 8.2: Doctor Approval

Employees involved in an occupational accident or sickness shall be treated by a doctor approved by the Board.

Section 8.3: Pay on the Day of Injury

An employee injured on the job will be paid for the hours lost receiving medical care on the day he was injured at his straight time hourly base rate, plus any overtime premium and applicable shift differential. In cases where the attending doctor thinks the employee should not return to work and finish out the workday, he shall be paid in accordance with the above for all hours he would have worked that day.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1: Grievance Steps

Should differences arise between the District and the Union or employees represented by the Union as to the meaning and application of the provisions of this agreement, there shall be no suspension of work on account of such differences and such differences shall be resolved in the following manner.

- Step 1 The employee and COMMITTEE PERSON shall meet with the immediate supervisor within five (5) working days of having knowledge of the act or condition giving rise to the complaint. The supervisor shall give an answer within five (5) working days of the meeting.
- Step 2 If the grievance is not settled in Step 1, with five (5) working days, a COMMITTEE PERSON may file a grievance in writing on forms furnished by the Union, and present two (2) copies to the Superintendent who shall have five (5) working days in which to meet with the employee and the COMMITTEE PERSON. The Superintendent shall give a written answer within five (5) working days of said meeting.

Step 3 Should Step 2 fail, a meeting must be held between representatives of the National Organization of the Union, the Grievance Committee, and a Committee consisting of MEMBERS OF the School Board. Such meeting shall be held within five (5) working days from the Superintendent's answer in Step 2 and the Board must give its answer within five (5) working days following such meeting.

Step 4 In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Board's answer in Step 3 to the State Labor Mediation Service.

Section 9.2: Time Limit Extension

The failure of a grievant to proceed to the next steps of the grievance procedure within the time limits as set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing.

Section 9.3: Authority of Union to Process or Adjust Grievances

As representative of the employees, the Union may process grievances through the grievance procedure, including mediation, in accordance with this Agreement or adjust or settle the same.

Section 9.4: Right of Union to Process Claims of Deceased Employees

In the event an employee dies, the Union may process on behalf of legal heirs or legatees any claim he would have had relating to any moneys due under any provisions of this agreement.

Section 9.5: Grievance Time Limits

The Board and Union agree to process grievances promptly in accordance with the grievance procedure.

- a. Grievances with respect to errors in pay may be filed within sixty (60) working days from the issuance of the alleged erroneous check. All other grievances except those described in "b" and "c" of this Section must be filed within the time limits set forth in Step 1.
- b. In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee, of the employee or employees so laid off.

- c. Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement, shall have five (5) working days in which to file a grievance.

Section 9.6: Grievance Committee

- a. Alternate Committeemen shall be recognized when the regular Committeeman is absent.
- b. The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable school operations.
- c. Members of the Grievance Committee shall receive their regular hourly rate when attending meetings with management and while investigating and processing grievances during their normal working hours. This privilege is extended with the understanding that such time will be devoted to the prompt handling of the grievances and will not be abused.
- d. Employees who are called into a meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of a member of the Grievance Committee and such request shall not be denied.

ARTICLE X **DISCIPLINE**

Section 10.1: Nature of Discipline

In determining discipline, the Employer will normally refer to an employee's past work record for the previous nine (9) work months. However, on issues deemed serious by the Employer, such work record will be reviewed for the previous two (2) years.

Section 10.2: Written Warnings

Employees may be requested to sign a statement that they have received discipline or warnings but such signatures shall constitute only acknowledgment of receipt and not agreement with same.

Section 10.3: Presence of Others

Employees will not normally be disciplined or given reprimands in the presence of students or employees (excluding COMMITTEE PERSONS).

Section 10.4: Absenteeism

Notwithstanding any other provisions of this Agreement, excessive absenteeism will be just cause for suspension or discharge.

The following language applies to bus drivers only:

After ten (10) accumulative incidents (during one contract year) of being absent, with the exception of illness, leave of absence and vacation, the Board of Education, or its representative, may suspend said employee for five (5) days. An employee may be discharged if after a five (5) day suspension, the employee is absent ten (10) times (with the exception of illness, leave of absence and vacation) during a contract year. The five (5) day suspension need not have occurred during the same contract year as the ten (10) absences. The supervisor shall approve all absences and a duplicate copy given to the employee. Employees may not be charged for more than one (1) incident per day regardless of the number of times they are to report for work in a day.

Section 10.5: Reporting When Unable to Work

The employee's supervisor is to be notified prior to the employee's regular scheduled starting time when the employee is unable to report to work.

ARTICLE XI
PAID BENEFIT DAYS

Section 11.1: Paid Benefit Days

All paid benefit days referred to in the Collective Bargaining Agreement shall be converted to hours, and posted on the employee's paycheck stub. The chart below is for reference purposes only. Actual hours shall be based on the employee's scheduled work hours.

Classification	Base Hours (Range)	Sick Days to Hours	PB Days to Hours	Vacation Days to Hours	Holidays to Hours
Custodial	8.00	12 96.00	2 16.0	15 120.0	8.00
Para-Professional	7.25	9 65.25	2 14.5	0 0.0	7.25
Cooks	7.00	9 63.00	2 14.0	0 0.0	7.00
Bus Drivers	3.50	7 24.50	2 7.0	0 0.0	3.50
Monitor	2.00	2.00	0 0.0	0 0.0	2.00

Three (3) times per year, employees may choose to use less than one half (½) day increments. The only exception would be if an unusual circumstance should arise and their immediate Supervisor approves the additional time.

Unit members must notify their immediate supervisor a minimum of 24 hours in advance to request an annual leave day. The only exception would be in the case of an extenuating circumstance related to a family emergency or personal health matter. When calling in to request an annual leave day, unit members must speak to the immediate supervisor or his/her designee.

Under no circumstances shall a message be left on an electronic means of communication; i.e., voice mail, answering machine, email or cellular phone due to the necessary scheduling of a substitute for the unit member's daily duties. Section 18.2 references the right to require a Doctor's Report.

ARTICLE XII
VACATIONS

Section 12.1: Vacation Allowance (Custodial Only)

Paid Vacations are as listed below:

After one (1) year employment	five (5) days paid vacation
After two (2) years employment	ten (10) days paid vacation
Three (3) years through four (4) years of employment	fifteen (15) days paid vacation
Five (5) years through nine (9) years of employment	sixteen (16) days paid vacation
Ten (10) years through fourteen (14) years employment	seventeen (17) days paid vacation
Fifteen (15) years through nineteen (19) years employment	eighteen (18) days paid vacation
Twenty (20) or more years employment	twenty (20) days paid vacation

Vacation will be paid at the employee's regular monthly rate. Vacation days shall be granted to eligible employees during the month of July.

Section 12.2: Vacation Period

Employees shall be permitted to choose either a split or continuous vacation. When practical the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period then can be allowed, senior employees shall have preference. Notice of employees preference to be given to the Board thirty (30) days in advance. However, shorter notice may be given if the request can be fulfilled with substitutes or does not place a substantial burden on the Board. Employees may schedule up to one-half (1/2) of their annual vacation while school is in session. Employees hired after March 15, 1995, may schedule a maximum of five (5) days of vacation while school is in session. Sign up sheet will be available with the employee's supervisor.

Section 12.3: Vacation Eligibility

- a. Vacations shall be granted only to those employees who are scheduled or have worked an average of twenty-five (25) hours or more per week and who are scheduled to work or who have worked fifty-two (52) weeks per year.
- b. In order to qualify for vacation pay, employees must have worked one thousand (1,000) actual clock hours during the preceding year to qualify for their vacation as noted above.
- c. Vacations shall be taken in the year they fall due.

Section 12.4: Vacation Pay for Employees Who Quit, are Discharged, or Die

- a. Any employee with less than twelve (12) months seniority at the time he quits or is discharged shall not receive any part of a vacation pay.
- b. Any employee with twelve (12) months or more seniority who meets the eligibility requirement of 11.3 (a) above and who quits, dies or is discharged shall receive, in addition to the vacation pay they are then eligible for, vacation pay on a pro-rata basis. This will amount to one twelfth (1/12) of the vacation allowance they would next be eligible for, for each month since their anniversary date.

ARTICLE XIII
RATES OF PAY

Section 13.1: Standard Hourly Wage Scale

The standard hourly wage scales of rates for the respective job classes are established and shall be those set forth in Schedule "A", "B", "C", "D" and "E" attached hereto and made an integral part of this agreement.

Section 13.2: Overtime Pay

Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked:

- a. In excess of eight (8) hours in any workday;
- b. In excess of forty (40) hours in any workweek;
- c. On Saturday

Note: The above excludes extra Board trip runs.

Section 13.3: Sunday Pay Rate

Two (2) times the regular rate of pay shall be paid for all hours worked on Sunday.

Section 13.4: Reporting Pay

An employee who is scheduled to report for work and who does report for work in accordance with such schedule, not having been notified in advance not to report, shall receive not less than two hours' work or if no work is available shall receive in lieu thereof pay for two (2) hours at his regular rate of pay plus an applicable shift or overtime premium. Any such employee shall be required to perform any work assigned to him. The foregoing provisions of this Section shall not apply in the event that Acts of God or other causes beyond the Board's control interfere with work being provided.

Section 13.5: Call-In Pay

Employees called in to work outside their regular hours (except snow days or when school is not in session) shall be paid time and one-half for the hours worked, except where double time is provided for under Section 12.3, but not less than two (2) hours at their applicable overtime rate of pay.

Section 13.6: Shift Premium

Employees working the afternoon shift shall be paid a premium of three percent (3%) and employees working the night shift shall be paid a premium of six percent (6%) of their regular hourly rate.

ARTICLE XIV
HOURS OF WORK

Section 14.1: Normal Workday and Week (Custodial)

The normal daily hours of work shall be eight (8) consecutive hours and the normal weekly hours of work shall be forty (40) hours per week, Monday through Friday inclusive, except as otherwise stated.

Section 14.2: Normal Starting Time

The normal starting time for the custodial staff shall be as follows:

1 st shift	Not earlier than 6:30 a.m. nor later than 8:00 a.m.
2 nd shift	Not earlier than 11:00 a.m. nor later than 3:30 p.m.
3 rd shift	To be negotiated at time of establishing a 3 rd shift.

Section 14.3: Work Schedules

All custodial employees shall be scheduled on the basis of the normal workday and the normal workweek.

The starting times as in Section 14.2 to be determined by the Board.

Section 14.4: Distribution of Overtime and Extra Bus Runs

Overtime work or extra bus runs will be distributed as equally as possible to those employees who have completed their probationary period. If no seniority employee agrees to work the overtime or extra bus run, then the opportunity shall be offered to probationary employees. Employees may refuse overtime, however, the least senior employee must work the overtime provided he is capable of doing the work and a substitute is not available.

Section 14.5: Bus Driver Trip Board

The operation of the Trip Board shall be posted and recorded by the supervisor and visible to all bus drivers. Extra bus trips shall be distributed as equally and visible to all bus drivers. Xtra bus trips shall be distributed as equally as possible starting with the seniority driver at the beginning of each school year, as long as that driver shall not acquire over 40 hours in said pay period. Thereafter, extra trips will be distributed with the lowest hour driver (who has completed their probationary period) until all regular drivers acquire 40 hours. The next step is to follow the overtime distribution of extra bus runs in section 14.4.

Section 14.6: No Offsetting Overtime

An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the workweek for the purpose of offsetting overtime.

Section 14.7: Waiting Time Extra Trips

On an extra bus run during waiting time, drivers will do one or all of the following, as directed by the bus supervisor:

- a. help out in some way during the event - keep score, etc.
- b. clean the bus
- c. guard the bus
- d. other specific duties that might arise

ARTICLE XV
MISCELLANEOUS

Section 15.1: Physical

The Board of Education agrees to pay for employee's physical examinations when required by law or School Board policy, but not to exceed \$55.00 per physical examination. In cases where the normal T. B. reaction test does not prove valid, the Board will pay for an X-ray.

Section 15.2: Supervisors Working

Foremen or supervisors who are now spending a portion of their time doing bargaining unit work may continue to do so as in the past. It is the understanding between the parties hereto that said work shall not be increased nor shall more members of supervision take part in said work. As the work continues to expand and the foremen and supervisors are required and able to perform more supervisory duties, their bargaining unit work shall be gradually phased out to the bargaining unit employees.

Section 15.3: Changed School Year or Split Sessions

In the event should the school year become more than 200 days or should the Board schedule split sessions the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement to discuss with the employees the method of announcement to discuss with the employees the method of assignment of all employees to any changed work assignments.

Section 15.4: Phone Calls

Phone calls and messages of a serious nature shall be delivered to the employees as soon as possible. Facilities for emergency use of the telephone by the employees shall be made available at no cost, except in the case of where the employee would make a toll call.

Section 15.5: Credit Union

On proper authorization from employees who so wish, the Board shall deduct from the employees pay the amount designated to it by the employee and remit the same to proper offices in the credit union. Two changes will be allowed in a school year. Any additional changes will require a \$5.00 service fee. Payroll deductions will not exceed 75% of gross yearly salary.

Section 15.6: Federal or State Law Change

In the event that any of the provisions of this agreement shall be, or become, invalid or unenforceable by reason of any Federal or State law now existing, or hereafter enacted, such invalidity or unenforceability shall not effect the remainder of the provisions of the agreement.

Section 15.7: Agreement Distribution

A suitable number of copies of the agreement will be prepared and distributed to all Union members and the Board.

Section 15.8: Students Working

The present practice of students working in the custodial group may be continued and limited to not more than four (4) students during the school year provided no regular custodial employees are laid off. Limitation of four (4) students shall not apply during the summer vacation, provided no regular custodial employees are laid off.

Section 15.9: Expense Allowance

Employees required to be out of the school district to perform student and athletic field trips shall be allowed an allowance as follows:

Breakfast	\$ 5.00 (accompanied by an itemized receipt)
Noon Lunch	\$ 7.00 (accompanied by an itemized receipt)
Evening Dinner	\$10.00 (accompanied by an itemized receipt)

Lodging when required will be paid for on the basis of an itemized invoice or receipt not to exceed \$37.00 per day for lodging. Employees who are required to attend a special conference with Board approval, shall be paid per Board policy.

Section 15.10: Employee Parking

Adequate parking facilities shall be made available for all bargaining unit employees at no cost to the employees.

Section 15.11: Government Sponsored Employees

The present practice of government sponsored employees working in the custodial classification shall be continued and limited to one (1) employee unless the Schedule A rate is paid said employee and the employee becomes a forty (40) hour per week employee.

Section 15.12: Transportation Department - Co-Op Students Working

Co-op students may be used in the cleaning of school buses and assisting in maintaining the bus garage.

Section 15.13: Changing Jobs

All employees shall continue on the same job and classification until such time as jobs may open and posted in accordance with this agreement.

**Section 15.14: Custodial, Library Assistant Cafeteria Clerk, Cooks and Para-Professionals
Business Days**

The Board will continue to allow the custodial staff and clerks two (2) paid personal business days per year. Effective 1988-89 cooks and para-professionals will be allowed same. A personal leave day cannot be used the day before or the day after, a holiday or vacation period, the first or last day of school term, or the first day of a hunting or fishing season. Personal business days will be taken only after securing the permission of the Superintendent or his designee. The minimum time for personal business days shall be not less than one-half (½) day per instance. Permission shall be sought from the Superintendent or his designee, at least one (1) day in advance of request. Any unused personal business days will be converted to the employee's individual sick day balance by June 30th.

Section 15.15: All Other Employees Business Days

All other employees will be entitled to two (2) business days per year charged against sick leave. Requests shall be given to the Superintendent or his designee as soon as possible. Use of such business days will not affect the existing practice of allowing an absence if substitutes are available.

Section 15.16: Use of Bus on Trips

If there are fifteen (15) or more students going on a trip, a bus will be used. The supervisor shall be notified of such trips prior to the date of the trip.

Section 15.17: Commercial Drivers License (CDL)

The Board agrees to pay for commercial drivers license (CDL) license for all employees who are required by law or school Board policy to have such license. Reimbursement of the full amount to the employee will be made in the pay period after the Board meeting at which the employee submits proof of payment. Employees who are unable to pass the required physical shall be reimbursed the full amount at the time they fail to pass the physical.

ARTICLE XVI
HOLIDAYS

Section 16.1: Paid Holiday and Eligibility Rules

The following holidays shall be considered as paid holidays for all employees covered by this agreement.

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day

- f. First Day of Deer Season
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Day before Christmas
(when school is not in session)
- j. Christmas Day

Exception: (f) First Day of Deer Season shall not be considered a paid holiday if it falls on Saturday or Sunday.

If any of the above mentioned holidays are worked, the employee shall be entitled to double time plus any holiday pay he may have qualified for under the provisions of this agreement. Hourly rated employees shall be paid for the above listed holidays at their normal daily rate, providing they meet all of the eligibility rules below:

1. The employee has seniority on the date of the holiday.
2. The employee worked the last scheduled day preceding and the first scheduled day following such holiday unless he was on an approved sick leave or an approved leave of absence including Worker's Compensation or Jury Duty.

ARTICLE XVII BUS DRIVER EDUCATION

Section 17.1: Education Classes Hourly Rate

All drivers must attend the school bus drivers' education classes in accordance with the State law, or as directed by the School Board. For attending classes employees shall be paid the State's hourly rate. Employees who complete the school year shall receive in their last check for the school year, the difference between the State's hourly rate for attending classes and the School Board's hourly rate for attending classes.

ARTICLE XVIII ANNUAL LEAVE

Section 18.1: Annual Leave Accumulation

Employees shall accumulate one (1) day's paid annual leave (according to classification and based on daily calculation of hours) for each month worked up to eighty-eight (88) days (equivalent to classification hours) for personal illness or other approved reasons. Employees must have worked the previous school year in the school system and have worked the previous school year in the school system and completed their thirty (30) day probationary period to receive full credit for their annual leave at the beginning of the school year.

Non-seniority employees who have not worked the previous school year and have not completed their probationary period shall receive credit at the rate of one day per month for the balance of the school year. Employees must work not less than one-half ($\frac{1}{2}$) of the month to receive credit for the month. The Board agrees that during the months of September and March they will post the total number of accumulated sick days each seniority and non-seniority bargaining unit employee has to their credit.

Section 18.2: Doctor Report

Personal illness shall be described and attested to by the employee through the completion of a annual leave form furnished by the school upon the return of the employee to school. The Board shall endorse the report. The Board reserves the right to require a certified doctor's statement verifying an employee's illness, if such illness extends beyond three (3) consecutive working days.

Section 18.3: Unused Annual Leave Days

Any bargaining unit employee accumulating 15-59 annual leave days (according to classification and based on daily calculation of hours) will receive upon retirement or voluntary termination, \$15.00 per day times the number of accrued days. Annual leave hours/days used for a death in the immediate family shall not be used to compute the five (5) day per year average.

Any bargaining unit employee accumulating sixty (60) or more annual leave days (according to classification and based on daily calculation of hours) will receive upon retirement or voluntary termination, \$20.00 per day times the number of accrued days if they average five (5) days or less usage of annual leave days per year over a five (5) year period. Annual leave hours/days used for a death in the immediate family shall not be used to compute the five (5) day per year average.

Section 18.4: Short-Term Disability

The Employer shall provide, at no cost to employees working thirty (30) hours or more per week (except any person working on a temporary or seasonal basis), a Short-Term Disability plan through SET SEG. The benefit shall pay 66 and $\frac{2}{3}$ % of the affected employee's gross wage with a maximum of \$500 per week. This benefit shall begin on the thirtieth (30th) of an accident or the thirtieth (30th) day of a sickness/illness. The duration of this benefit shall be twenty-six (26) weeks. Maternity and non-occupational illness/injury are also covered under this benefit.

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ARTICLE XIX
LEAVE OF ABSENCE WITHOUT PAY

Section 19.1: Leaves of Absence Generally

An employee prevented from working because of illness or injury shall be granted a sick leave without pay or fringe benefits for the period he/she is unable to work. Leaves of absence without pay or fringe benefits for other bona-fide reasons may be granted to employees for periods of not to exceed fifteen (15) working days. Extensions may be granted at the discretion of the Board. Such leave shall not involve loss of seniority if it has been approved in advance by the Union Grievance Committee and has the written approval of the Board. Fringe benefits will continue for first forty-five (45) days of illness.

Section 19.2: Military Leaves

Military leaves of absence and the re-employment rights of employees who serve in the armed forces of the United States will be determined on the basis of applicable Federal law and valid regulations thereunder.

Section 19.3: GI Education Leaves

Any employee returning from military services in the armed forces of the United States who desire to pursue a course of study in accordance with the Federal law granting him such opportunity, before or after returning to his employment within the Board, shall be granted a leave of absence for this purpose. Such veteran, however, must notify the Board and the Union in writing at least once each year of this continued interest to resume active employment upon completing his course of study. During said leave, seniority shall accrue.

Section 19.4: Leaves to Attend Union Conferences and Conventions

Upon advance notice to the Board, leave of absence for a period not to exceed three (3) days will be granted without pay to employees to attend Union conferences and conventions.

ARTICLE XX
LEAVE WITH PAY

Section 20.1: Funeral, Jury, Witness

Leaves of absence with pay shall be granted for the following:

- a. A maximum of five (5) days for the death of the employee's spouse, father, mother, or children. A maximum of three (3) days for death of the employee's step-father, step-mother, brother, sister, father-in-law, mother-in-law, step-children, grandparents, or grandchildren. If needed, additional time may be granted at the discretion of the Superintendent.

- b. One (1) day for the attendance at the funeral services of a brother-in-law, or sister-in-law. Extension may be granted by the Superintendent.
- c. Absence when called for jury services.
- d. Court appearance as a witness in any case connected with the employee's school employment.
- e. Any employee who is off work for any approved reason as stated in c and d above, and receiving pay or fee may sign over to the school district any money received for the service. The school district, in turn, will then authorize a full day's wages for each full day of service fees received. In no event shall the employee receive both his school pay and the service fee.

ARTICLE XXI
LEAVES CHARGEABLE AGAINST ANNUAL LEAVE

Section 21.1: Family Illness

Absence with pay chargeable against annual leave shall be granted for the following reasons:

- a. A maximum of five (5) days per year for serious illness in the immediate family. Proof of serious illness shall be furnished if required by the Board. Minimum time shall be not less than one-half (1/2) day.

ARTICLE XXII
MATERNITY LEAVE

Section 22.1: Maternity Leave

A maternity leave will be granted in accordance with Federal and State regulations. Employees shall return to work at such time as in the opinion of her doctor she is adequately able to assume her regular duties. A physician's statement shall be required.

ARTICLE XXIII
INSURANCE

Section 23.1: Custodial Staff and Library Assistant Presently Receiving Medical Insurance

The Board agrees to provide for the custodial staff and library assistant the coverage referred to in Section 23.1. The Board agrees to supply the Union with a full disclosure of the types and amounts of insurance and to furnish the Union with master copies of all policies upon request. It

is also agreed that if equal or better insurance can be purchased at a lesser cost the parties agree to sit down and discuss implementing the new Insurance.

Any current positions and classifications working four (4) hours or greater under the current collective bargaining agreement will continue to remain full-time positions and be eligible for all health care benefits. All current bargaining unit members working four (4) hours or less per diem are grandfathered (08.17.09) under this agreement. All new hires working under four (4) hours per diem will not receive health care benefits.

The Custodial/Maintenance and Library Assistant shall receive Blue Cross/Blue Shield PPO-LOA (\$10.00 co-pay for generic prescriptions and \$40 co-pay for brand name). The cost to these employees reflects an employer continuous cap of \$400 per month or the minimum of single subscriber rate. In addition to this cap, the employer will pay seventy-five (75) percent of the annual amount over \$400, each succeeding year of the contract to the insurance carrier based on full family coverage.

Existing 2 & 3 Star dental and vision coverage shall be provided to custodial/maintenance and one (1) library assistant.

Section 23.2: Employees Not Covered in Section 23.1

Para-Professionals/Food Service:

The Board of Education will provide Blue Cross/Blue Shield PPO-LOA (\$10.00 co-pay for generic prescriptions and \$40 co-pay for brand name) to para-professionals and food service personnel. The employer will pay to the insurance carrier, the Single Subscriber rate and \$25.00 per month to be applied toward health insurance each succeeding year of the contract. In addition to the health insurance benefit, the Board of Education will provide at the employee's option, either dental and vision coverage for a single subscriber, or an additional \$25.00 (for a total of \$50.00) monthly to be applied to the health insurance.

Bus Drivers:

The Board of Education will provide Blue Cross/Blue Shield PPO-LOA (\$10.00 co-pay for generic prescriptions and \$40 co-pay for brand name) to bus drivers. Each succeeding year of the contract, the single subscriber rate will be paid by the employer to the insurance carrier. In addition to the health insurance benefit, the Board of Education will provide at the employee's option, either dental and vision coverage for a single subscriber, or an additional \$50.00 monthly to be applied to the health insurance.

Should equal or better insurance coverage become available at a more favorable rate to both the employer and employee, the parties mutually agree to meet and discuss implementation of said new coverage.

Section 23.3: Employees Not Enrolled in Insurance Program

Employees preferring a cash benefit in place of insurance shall receive \$65.00 per month with a full twelve (12) month payment for those working less than a full year.

ARTICLE XXIV
STRIKES AND RESPONSIBILITIES

Section 24.1: No Strike

During the life of this agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report to work, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 24.2: Written Notice

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefor. Violation of this Article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to mediation; provided, however, that the question of their participation shall itself be subject to mediation.

Section 24.3: Additional Rights

The Board of Education, in the event of the violation of this Article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Notwithstanding the foregoing, nothing contained in this Article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

ARTICLE XXV
JOB POSTING

Section 25.1: Job Posting

In selection of employees to fill vacancies occurring or expected to occur by reason of increase of forces, vacancy, or newly created jobs, the following procedure shall apply.

-
- A. A vacancy or the final selection of the employee filling a vacancy will not occur until after formal action by the Board. A pending vacancy is an opening that has not been approved as a vacancy by Board action, but it is anticipated by the Superintendent to be approved as a vacancy. A pending vacancy will not last longer than forty-five (45) workdays.
- B. Notice of the vacancy shall be posted by the School Board on all bulletin boards within two (2) working days from the time such vacancy first occurred, or the Superintendent becomes aware of a pending vacancy or the Board decides to fill the vacancy and seven (7) copies will be provided to the unit president. Pending vacancies will be posted as such.
- C. The notice is to state such information as: the occupational group wherein the vacancy exists, the minimum qualifications, the shift, the job title, the hourly wage rate and number of hours per day of the job, and shall remain posted for five (5) working days in order that all employees working in the Bargaining Unit may be given an equal opportunity to bid for the vacancy.
- D. The Board may fill a pending vacancy or vacancy on a temporary basis not to exceed ten (10) working days from the date the vacancy first occurred without regard to seniority. The Board shall fill a vacancy or provisionally fill a pending vacancy within a period not to exceed five (5) working days from the end of the five (5) days posting period provided a bid has been made. Any employee having bid on a job vacancy who does not withdraw his name within five (5) days posting period must accept such job if awarded him in accordance with this section. If no bids from employees who meet the minimum qualifications are made for the vacancy the board shall be free to hire a new employee.
- E. The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the Board on the basis of minimum qualifications, skills, and ability to do the available work. Ties in qualifications, skill, ability will be broken by seniority.
- F. The Board shall notify the Unit President of the Local Union as to the names of employees to whom jobs have been awarded together with the dates of such awards, pending vacancies approved, and final selection of employees for a vacancy. An employee who has successfully completed the new employee probationary period (Section 7.2) and who is appointed to a vacancy shall complete a thirty (30) day trial period. Upon successful completion of the trial period, seniority shall be credited back to the filling of the vacancy. Trial periods will begin upon the filling of the vacancy or pending vacancy. Trial periods will only be credited for the employee provisionally filling a pending vacancy where that employee is selected by the board.
- G. Where an employee does not successfully complete the trial period (employer or employee option) the employee will return to the last position held.
- H. Any employee who feels that he was entitled to any vacancy may file a grievance if he had bid on the vacancy while it was posted. Such employees have five (5) working days to file a grievance after such vacancies are filled. Employees who do not bid on a particular job

vacancy within the five (5) day posting period have no right to file a grievance to claim such a vacancy.

Section 25.2: Substitute Employees

- A. The position of any employee who is on sick leave, vacation, for approved leave of absence, shall not be considered as open and subject to bidding under this subsection. Such employee shall have the right to return to his work classification held prior to the aforementioned leave. However, during temporary absence due to such leave, the position of the absent employee may be filled by substitute employee. Such temporary substitute position shall be filled as follows:
1. All bargaining unit members who are interested in working as substitute employees should file an application not later than August 30 of the year in which they wish to be considered. During the ensuing school year, should opportunities arise, applicants will be given the chance to substitute so that they can become familiar with the job and so the employer can assess their qualifications for possible regular future employment.
 2. Employees not interested in substituting are encouraged to not sign up. Employees who have signed up may remove themselves from the list by notifying the supervisor in writing they no longer wish to substitute. Employees removing themselves from the list may sign up again by notifying the supervisor in writing they wish to be added to the list again provided once they have removed themselves from the list they are not eligible to re-enter the list for the next thirty (30) days. Employees on the list who decline three (3) substitute assignments will be removed from the list for the remainder of the year.
 3. Bargaining unit employees substitutes shall serve a one (1) time thirty (30) day trial period in each substituting occupational group in the first year(s) of such assignment.
 4. Substitute employees may be evaluated. The Employee shall be given a copy of such evaluation. Evaluations will be used for corrective action, not disciplinary action. However, if negative evaluations continue, the employee may be removed from the substitute list.
 5. Normally substitute assignments will not interfere with the employee's regular job duties. However, with the employer's and the employee's approval this condition may be waived.
 6. The Board is not required to place substitutes in positions that will create an overtime situation.
 7. The preceding shall not preclude the use of substitutes who are not employees in other classifications covered by this collective bargaining agreement. The Employer will use the substitute of its choice, whether or not the substitute is an employee within the bargaining unit. Provided, however, that when either the initial substitute is needed for the day shift custodian the Employer will first offer the work to the designated night shift custodian, or the initial substitute is needed for the night shift custodian the Employer

will first offer the work to substitutes who are drivers through the union, with such work to be accepted within an hour of the offer (such work may be split between two (2) drivers so long as coverage is provided to the end of the normal night shift).

8. To qualify under the provisions of this section an employee must have attended the training meetings provided by the Board. The Board will make every effort to have these training meetings on employee's in-service days or when school is not in session. An employee will not be paid for attending training meetings outside the employee's occupational group, not to exceed four (4) hours per year.

ARTICLE XXVI TERMINATION

Section 26.1: Termination

The terms and conditions of this agreement shall continue in effect until 12:01 a.m., July 1, 2012, unless either party shall give a written notice to the other at least sixty (60) days prior to July 1, 2012, or July 1 of any year thereafter, of its desire to modify, amend, or terminate this agreement, and same shall automatically be renewed under the same terms and conditions for a period of one (1) year, and so on from year to year.

Section 26.2: Notice

Any notice to be given under this agreement shall be given by certified mail, and if by the Board be addressed to the United Steelworkers, 503 N. Euclid Ave., Suite No. 10, Bay City, MI 48706-2965; and if by the Union, to the Board at Hale, Michigan. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

Section 26.3: Re-opener Clause

Should circumstances develop that cause conditions agreed upon in this contract to be significantly influenced, discussion may be held between the parties for the purpose of considering reopening this contract. However, it is expressly understood that re-negotiation of any condition contained herein will not take place without the consent of both parties.

Section 26.4: Letter of Understanding

The parties hereby agree that the employees listed below possess the established minimum qualifications for the indicated classification they held upon the ratification of the 1994-97 contract. It is further agreed that any minimum qualification possessed by the employee in the indicated classification shall be possessed for the same minimum qualification in a different classification.

Custodial

Bus Drivers

Jill-Ann Wilson
Rocky Pickett
Mary Rittenour

Food Service

Para-Professionals

Rocky Pickett

Susan Cotton
Nancy Myers

Monitor

Section 26.5: Signatures

This agreement shall be effective July 1, 2010 and shall continue in effect until the 30th day of June, 2012. Signed this _____ of _____, 2010.

HALE AREA SCHOOLS
BOARD OF EDUCATION
Hale, Michigan

UNITED STEELWORKERS,
AFL-CIO•CLC

Rhonda A. Provoast, Superintendent

Leo W. Gerard, Int'l President

Chad W. Brandt, President

Stanley W. Johnson, Int'l Secretary-Treasurer

Richard A. Braun, Treasurer

Thomas Conway, Int'l Vice President (Admin)

Fred Redmond, Int'l Vice President (Human
Affairs)

Michael H. Bolton, District 2 Director

William L. Laney, Jr., USW Staff Representative

LOCAL UNION 15095-06

Mary Rittenour, Unit President

Carla Johnson, Committee

Cathy Turland, Committee

Jill-ann Wilson, Committee

SCHEDULE "A"
WAGE RATES AND CLASSIFICATIONS
CUSTODIAL/MAINTENANCE
EFFECTIVE JULY 1 OF EACH YEAR

CLASSIFICATION		RATE 2010-2012
Custodial/Maintenance Leader		\$13.56
Custodial/Maintenance	(Days)	\$12.72
	(Nights)	\$13.11
Custodial/Maintenance Substitutes for Bargaining Unit Members ONLY	(Days)	\$10.96
	(Nights)	\$11.22

CUSTODIAL/MAINTENANCE LEADER

The Employer may hire one (1) person deemed qualified as a Working Custodial/Maintenance Leader. Such employee shall be authorized to spend up to two (2) hours daily of an eight (8) hour custodial/maintenance leader work shift on such duties as required to direct personnel and make such other decisions necessary to effect the efficient operation of all school equipment and facilities. The Custodial/Maintenance Leader shall function as the leader of all custodial/maintenance personnel during the entire eight (8) hour shift, yet carry out a work assignment of custodial/maintenance personnel.

SCHEDULE "B"
WAGE RATES AND CLASSIFICATIONS
MINIMUM HOURS - MILES PER ROUTE
AM-PM AND HOURLY RATE FOR BUS DRIVERS
EFFECTIVE JULY 1 OF EACH YEAR

CLASSIFICATION	RATE 2010-2012
Regular Route	\$12.90
Tech Route	\$12.90
Extra Trip	\$11.92
Substitute Rate for Bargaining Unit Members ONLY	\$11.10

All regular bus drivers shall have the opportunity to work the State mandated days or more per school year. Drivers will not be asked to report for work on snow days.

On overnight trips, sleeping time will not be paid.

SCHEDULE "C"
WAGE RATES AND CLASSIFICATION
FOOD SERVICE & PARA-PROFESSIONALS
EFFECTIVE JULY 1 OF EACH YEAR

CLASSIFICATION	RATE 2010-2012
New Workday Rate – First 45 Workdays	\$10.33
45/90 Workday Rate	\$10.65
Regular Food Service and Para-Professional Rate	\$11.14
Working Food Service Leader Rate	\$12.04
Substitute Rate for Bargaining Unit Members ONLY	\$8.79

WORKING FOOD SERVICE LEADER

The Employer may hire one (1) person deemed qualified as a Working Food Service Leader. Such employee shall be authorized to spend up to two (2) hours daily of the regular food service leader work shift on such duties as required to direct personnel and make such other decisions necessary to effect the efficient operation of the food service equipment and facilities. The Food Service Leader shall function as the leader throughout the duration of the shift, yet carry out a work assignment of food service duties comparable to other kitchen employees.

SCHEDULE "D"
WAGE RATES AND CLASSIFICATION
CAFETERIA CLERK/LIBRARY ASSISTANT
EFFECTIVE JULY 1 OF EACH YEAR

CLASSIFICATION	RATE 2010-2012	
CAFETERIA CLERK/LIBRARY CLERK		
Beginning Rate	1 st 45 Working Days	\$10.16
	2 nd 45 Working Days	\$10.59
Regular	\$11.46	
Substitute Rate for Bargaining Unit Members ONLY	\$8.79	

SCHEDULE "E"
WAGE RATES AND CLASSIFICATION
MONITOR
EFFECTIVE JULY 1 OF EACH YEAR

<u>CLASSIFICATION</u>	<u>RATE</u> <u>2010-2012</u>
New Workday Rate – First 45 Workdays	\$10.33
45/90 Workday Rate	\$10.65
Regular Monitor Rate	\$11.14
Substitute Rate for Bargaining Unit Members ONLY	\$8.79

SCHEDULE "F"
PENSIONS

The Board agrees to make all payments as required to the Michigan Public School Employees Retirement Fund for all bargaining unit employees. Said rates shall be determined by the Michigan Public School Employees Retirement System at P. O. Box 30673, Lansing, Michigan 48909-8103.

RETIREMENT REQUIREMENTS

Pursuant to the policy of the Michigan School Employees Retirement Fund Board, the compulsory retirement age for employees of Hale Area Schools shall be the same as those provided for by the State of Michigan.

SCHEDULE "G"

Continue the present practice of paying for up to two (2) employees to be paid up to four (4) hours for negotiations occurring during the employees normal workday.

SCHEDULE "H"

If the State should require that all school districts must make up, day for day, all snow or Act of God days (HB 5238), then those days would be added to the calendar at no cost to the district, provided no bargaining unit employees are called in on those (HB 5238) days or are notified early enough to prevent them traveling the hazardous roads.

SCHEDULE "I"

The Board agrees to pay the preparatory or initial costs associated with the Michigan Test for Teacher Certification (MTTC) for para-professionals as required by the No Child Left Behind Act legislation.

JOB DESCRIPTION
HALE AREA SCHOOLS

General Guideline for All Job Classifications

The foregoing job descriptions identify most of the primary duties of each classification of work. However, it is expressly understood that the employer may make adjustments to such job descriptions based upon changing circumstances and conditions.

If, in the event, either party to this Contract feels that it is necessary to provide further rationale other than what is implicit in any job re-classification, they may request a meeting between the parties.

CLASSIFICATION TITLE: CUSTODIAL/MAINTENANCE

PRIMARY FUNCTION:

Custodial/Maintenance employees will sweep, dust and clean the interior of all buildings possessed by the Hale Area Schools. They will clean windows, scrub, wax and strip floors. They will care for and keep in good repair all furniture, fixtures, mechanical equipment and grounds. They will also be responsible for the maintenance and repair of all buildings, grounds and support equipment, within their capability. Examples of such responsibility would be furnace repair, plumbing and electrical repairs, structural repairs of a minor nature.

TOOLS AND EQUIPMENT

Brooms, mops, buffers, basic hand tools, powered tools, tractors, trucks and related equipment.

MATERIALS:

SOURCE OF SUPERVISION:

Custodial/Maintenance Leader

DIRECTION EXERCISED:

WORKING PROCEDURE:

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be constructed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION
HALE AREA SCHOOLS

CLASSIFICATION TITLE: BUS DRIVERS

PRIMARY FUNCTION:

Bus driver employees will drive his/her bus on regular runs and on special runs, whenever possible.

TOOLS AND EQUIPMENT:

MATERIALS:

SOURCE OF SUPERVISION:

Director of Transportation

DIRECTION EXERCISED:

WORKING PROCEDURE:

Driver to safety check his bus daily. To check gas supply, water, oil, tires and lights. To report to mechanic any necessary repairs the bus may require. To maintain discipline of passengers on the bus, in accordance with the bus rules and regulations instituted for the students. The starting time for each run will be set by the bus supervisor.

The above statement reflects the general details considered necessary to describe the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION
HALE AREA SCHOOLS

CLASSIFICATION TITLE: COOKS

PRIMARY FUNCTION:

Cooks will help prepare meals, bake, distribute food, clean and take care of dishes, pots, pans, etc., clean equipment, clean area, check inventory, work in stockroom when needed, do laundry, supervise helpers in kitchen, and other duties as assigned by the head cook.

TOOLS AND EQUIPMENT:

MATERIALS:

SOURCE OF SUPERVISION:

Food Service Leader

DIRECTION EXERCISED:

WORKING PROCEDURE:

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

JOB DESCRIPTION
HALE AREA SCHOOLS

CLASSIFICATION TITLE: PARA-PROFESSIONALS

PRIMARY FUNCTION:

Para-Professionals will help monitor and care for School District students, especially during lunch and recess. They are expected to report concerns and disciplinary problems to the appropriate personnel. Para-Professionals will serve as crossing guards before and after school. Knowledge of basic first-aid is requisite. Para-Professionals are expected to perform general office functions such as typing, word processing, filing and clerical duties. Receptionist skills are also necessary, in addition to bookkeeping and record keeping. Para-Professionals are expected to operate the Xerox duplicating machine, the school computers and other office equipment. Para-Professionals will keep an inventory of textbooks, audio visual equipment and other school materials. Para-Professionals will help with school events, newsletters, mailings, projects and other supplies. They are expected to work with teachers within the classroom, helping with students, grading papers or developing materials. Confidentiality of all student information must be maintained.

TOOLS AND EQUIPMENT:

Typewriters, computers, Xerox, telephone, binding machines, audio visual equipment, office supplies, first-aid and playground equipment.

MATERIALS:

As needed to perform job.

SOURCE OF SUPERVISION:

Building Principal

WORKING PROCEDURE:

Para-Professionals are to follow a daily schedule which is determined each August. The Building Principal will determine whether changes in this schedule are to be made. Annual training to be a crossing guard is required.

The above statement reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.