

AGREEMENT

Between

BOARD OF EDUCATION
Of the
HALE AREA SCHOOLS
Hale, Michigan

And

UNITED STEEL WORKERS
AFL-CIO•CLC

On behalf of Local Union 15095-06

July 1, 2014 through June 30, 2016

TABLE OF CONTENTS

	Page
AGREEMENT	5
ARTICLE I-PURPOSE AND INTENT	5
Section 1.1: Purpose and Intent	5
Section 1.2: No Discrimination	5
ARTICLE II-RECOGNITION-UNION SECURITY AND CHECK-OFF	5
Section 2.1: Recognition: Bargaining Unit	5
Section 2.2: Definition of Employees	6
Section 2.5: Notice to Union of New Employees	6
Section 2.6: Indemnification and Hold Harmless Clause	6
ARTICLE III-RIGHTS OF THE BOARD OF EDUCATION	6
Section 3.1: Management Rights	7
Section 3.2: Work Rules	7
ARTICLE IV-RIGHTS OF THE UNION	7
Section 4.1: Union's Rights	7
Section 4.2: School Building Use	7
Section 4.3: Union Request for Information	7
ARTICLE V-LONGEVITY PAY	7
Section 5.1: Longevity Payment	7
ARTICLE VI-BULLETIN BOARDS	8
Section 6.1: Bulletin Boards	8
ARTICLE VII-SENIORITY	8
Section 7.1: Seniority	8
Section 7.2: Probationary Period	8
Section 7.3: Seniority List	9
Section 7.4: Loss of Seniority	9
Section 7.5: Force Reduction	9
Section 7.6: Notice of Force Reduction	9
Section 7.7: Increase After a Layoff	10
ARTICLE VIII-SAFETY AND HEALTH	10
Section 8.1: Safety	10
Section 8.2: Doctor Approval	10
Section 8.3: Pay on the Day of injury	10
ARTICLE IX-GRIEVANCE PROCEDURE	10
Section 9.1: Grievance Steps	10
Section 9.2: Time Limit Extension	11
Section 9.3: Authority of Union to Process or Adjust Grievances	11
Section 9.4: Right of Union to Process Claims of Deceased Employees	11
Section 9.5: Grievance Time Limits	11
Section 9.6: Grievance Committee	11

	ARTICLE X-DISCIPLINE	12
	Section 10.1: Nature of Discipline	12
	Section 10.2: Written Warnings	12
	Section 10.3: Presence of Others	12
	Section 10.4: Absenteeism	12
	Section 10.5: Reporting When Unable to Work	12
	ARTICLE XI-PAID BENEFIT DAYS	12
	Section 11.1: Paid Benefit Days	12
	ARTICLE XII-RATES OF PAY	13
	Section 12.1: Standard Hourly Wage Scale	13
	Section 12.2: Overtime Pay	13
	Section 12.4: Reporting Pay	13
	Section 12.5: Call-In Pay	13
	ARTICLE XIII-HOURS OF WORK	13
	Section 13.1: Distribution of Overtime and Extra Bus Runs	13
	Section 13.2: Bus Driver Trip Board	14
	Section 13.3: No Offsetting Overtime	14
	Section 13.4: Waiting Time Extra Trips	14
	ARTICLE XIV-MISCELLANEOUS	14
	Section 14.1: Physical	14
	Section 14.2: Supervisors Working	14
	Section 14.3: Changed School Year or Split Sessions	14
	Section 14.4: Phone Calls	15
	Section 14.5: Credit Union	15
	Section 14.6: Federal or State Law Change	15
	Section 14.7: Agreement Distribution	15
	Section 14.8: Students Working	15
	Section 14.9: Expense Allowance	15
	Section 14.10: Employee Parking	15
	Section 14.13: Changing Jobs	15
	Section 14.14: Bus Drivers, Cooks and Para-Professionals Business Days	16
	Section 14.15: Use of Bus on Trips	16
	Section 14.16: Commercial Driver's License (CDL)	16
	ARTICLE XV-HOLIDAYS	16
	Section 15.1: Paid Holiday and Eligibility Rules	16
	ARTICLE XVI-BUS DRIVER EDUCATION	16
	Section 16.1: Education Classes Hourly Rate	16
	ARTICLE XVII-SICK LEAVE	17
	Section 17.1: Sick Leave Accumulation	17
	Section 17.2: Doctor Report	17
	Section 17.3: Unused Sick Days	17
	Section 17.4: Short-Term Disability	17
	ARTICLE XVIII-LEAVE OF ABSENCE WITHOUT PAY	17

	Section 18.1: Leaves of Absence Generally	17
	Section 18.2: Military Leaves	18
	Section 18.3: GI Education Leaves	18
	Section 18.4: Leaves to Attend Union Conferences and Conventions	18
ARTICLE XIX-LEAVE WITH PAY		18
	Section 19.1: Funeral, Jury, Witness	18
ARTICLE XX-LEAVES CHARGEABLE AGAINST SICK LEAVE		18
	Section 20.1: Family Illness	18
ARTICLE XXI-MATERNITY LEAVE		18
	Section 21.1: Maternity Leave	18
ARTICLE XXII-STRIKES AND RESPONSIBILITIES		19
	Section 22.1: No Strike	19
	Section 22.2: Written Notice	19
	Section 22.3: Additional Rights	19
ARTICLE XXIII-JOB POSTING		19
	Section 23.1: Job Posting	19
	Section 23.2: Substitute Employees	20
ARTICLE XXIV-TERMINATION		21
	Section 24.1: Termination	21
	Section 24.2: Notice	21
	Section 24.3: Re-opener Clause	21
	Section 24.4: Letter of Understanding	21
	Section 24.5: Public Act 4	22
	Section 24.6: Signatures	23
COMPENSATION		24
SCHEDULE "A"-WAGE RATES AND CLASSIFICATIONS (Bus Drivers)		24
SCHEDULE "B"-WAGE RATES AND CLASSIFICATIONS (Food Service and Para-Professionals)		24
SCHEDULE "C"-WAGE RATES AND CLASSIFICATIONS (Cafeteria Clerk/Library Assistant)		25
SCHEDULE "D"-WAGE RATES AND CLASSIFICATIONS (Monitor)		25
SCHEDULE "E"-PENSIONS		25
SCHEDULE "F"		25
SCHEDULE "G"		25
SCHEDULE "H"		25
JOB DESCRIPTION-BUS DRIVERS		26
JOB DESCRIPTION-COOKS		26
JOB DESCRIPTION-PARA-PROFESSIONALS		27

AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 2014 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". (This language will not violate PERA).

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. Bus Drivers (Regular)
2. Food Service
3. Para-Professionals

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 2.5: Notice to Union of New Employees

Adopted board minutes shall be sent to the Local Secretary electronically. Rate of pay and hire date shall be part of the official minutes

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 EDEUCATION

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. **The board reserves unto itself the right to determine skills and qualifications of each employee and employment group or categories. It hereby agrees that skills and qualifications are precedent in determining assignment as well as size of the workforce in times of hiring and reduction of force. The remaining contents of this contract are secondary to board determined skills and qualifications. The board assures that said decisions shall not be arbitrary and capricious.**

Section 3.2: Work Rules

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

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

In exchange for the deletion of the longevity language in the current master agreement, the Board proposes to compensate each employee who earns an evaluation of highly effective or effective with the following annual compensation for each year of this agreement that they earn said threshold:

Any increase in compensation for the duration of said agreement shall be tied directly to work performance and evaluation thereof. The Board reserves the right unto itself to determine skills essential to each job, job categories and job function. It also reserves unto itself the ability to determine the evaluation tool to be utilized

The board assures that performance evaluation shall be completed by administration in conjunction with the direct supervisor and employee. The evaluation tool (s) to be utilized shall be reviewed with each employee no later than September 30th annually. The purpose of an annual evaluation is to promote professional growth, determine skills, provide feedback and determine need for professional growth and then align professional growth opportunities with individual.

Employees who are absent no more than 5 (five) work days outside preapproved professional development opportunities and earn an annual evaluation of effective or highly effective shall annually earn the following:

6.5 hours per day and above	\$1000.
4.5 hours per day to 6.49 hours per day	\$850.
2.5 hours per day to 4.49 hours per day	\$700.

It is agreed that the Superintendent may work with the Local Union President to reach an agreement.

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. **Seniority shall be lost if there is a break in certification.**

It is understood that Seniority is the tie breaker when two or more candidates tie for a position. It is further acknowledged that management has the right to set the qualifications for each job or position.

The agreed upon occupational groups are as follows:

1. Bus Drivers
2. Food Service
3. Para-Professionals

Section 7.2: Probationary Period

A new employee hired on July 1, 2012 or after will be on probation and no seniority rights shall be earned until the employee shall have worked for the Board one hundred twenty (120) calendar days 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.

The Board agrees to have the Seniority list E-Mailed to all unit Employees upon request.

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 reduction 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 is laid off, a fifteen (15) working day written notice of such layoff.

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. Bargaining unit members are encouraged to advise the Board on health and safety improvements that will enhance the areas of the workplace environment.

Section 8.2: Doctor Approval

Employees involved in an occupational accident or sickness shall be treated by a licensed medical professional approved by the Board. All Board required medical expenses shall be paid 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:

A grievance is an alleged violation of said contract. It is understood that the Union can only grieve an alleged violation of said contract. In the event of a grievance being filed the employee must cite specific Article and Section.

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. 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 **fifteen (15)** 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 **fifteen (15)** 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 **or designee**. Such meeting shall be held within **fifteen (15)** working days from the Superintendent's answer in Step 2 and the Board must give its answer within **fifteen (15)** 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 operation.
- c. 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 appropriate and progressive discipline, appropriate records shall be maintained in said employees personnel file. The guidelines set forth in accordance with “The Bullard Plawecki Right to Know Law” shall be followed. Said employee may have access to his/her personnel file and may utilize the appeals procedure contained in the RSC and may attach a statement to any and all documents placed in the official personnel file by any supervisory personnel.

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 be disciplined in front 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. The Board reserves the Right to require the presentation of a doctor’s note with any sick day absence.

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 Benefits

The additional to and the subtraction of Sick Days and Personal Business Days shall occur at a rate equal to the normal daily work assignment. (ex. An employee working seven hours per day when taking a sick day shall be paid for seven hours) Employees shall annually be granted 9 sick days and 2 personal business days.

Under no circumstances shall a message be left on electric 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.

ARTICLE XII
RATES OF PAY

Section 12.1: 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 12.2: Overtime Pay

Overtime at the rate of one and one-half (1/2) times the regular rate of pay shall be paid for all hours worked:

- a. In excess of forty (40) hours in any workweek

Section 12.4: 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 12.5: 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.

ARTICLE XIII
HOURS OF WORK

Section 13.1: 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.

Section 13.2: 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. Extra 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 week. 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 13.1.

Section 13.3: 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 13.4: 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 XIV
MISCELLANEOUS

Section 14.1: 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. Any medical expenses that are required by the Board will be paid in full by the board.

Section 14.2: 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. The board agrees to allow the current food service director to return to the local bargaining unit effective immediately upon ratification of this agreement by both parties as long as the following conditions are met:

The current contract of the current food service director is honored through June 30, 2014 and is not part of this master Agreement.

The current food service director would be integrated into the unit as working team leader. Employee would not be able to hire, fire or direct disciplinary outcomes. **Employee is required to record, report and keep a daily log of inappropriate occurrences and behaviors.**

Section 14.3: 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 14.4: 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. The use of school phones shall be permitted when such personal communication is necessary if it involves the health and safety of the unit members or his/her family.

Section 14.5: 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 14.6: 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 affect the remainder of the provisions of the Agreement.

Section 14.7: Agreement Distribution

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

Section 14.8: Students Working

Students will be allowed to work with unit members as long as the work done by the students does not displace or subtract hours from Union members.

Section 14.9: 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 Noon	\$5.00 (accompanied by an itemized receipt)
Lunch Evening	\$7.00 (accompanied by an itemized receipt)
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 14.10: Employee Parking

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

Section 14.13: 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 14.14: Bus Drivers, Cooks and Para-Professionals, Business Days

The Board will continue to allow the bus drivers, cooks and para-professionals two (2) paid personal business days per year. 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 (1/2) day per instance. Approval shall be sought from the Superintendent or his designee, at least three days in advance of request. Superintendent or designee shall respond within 24 hours of request (Any unused personal business days will be converted to the employee's individual sick day balance by June 30th.)

Section 14.15: 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 14.16: Commercial Driver's License (CDL)

The Board agrees to pay for commercial driver's 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 XV
HOLIDAYS

Section 15.1: 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. First Day of Deer Season
- e. Thanksgiving Day
- f. Day after Thanksgiving
- g. Day before Christmas, (when school is not in session)
- h. Christmas Day

Exception: (d) 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.
3. With the deletion of Independence Day and Labor Day from the Holiday Schedule, the Board also agrees to allow Employees to work two other days in the school year to make up for their loss of these two Holidays with prior approval of their Supervisor.

ARTICLE XVI
BUS DRIVER EDUCATION

Section 16.1: 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 XVII
SICK LEAVE

Section 17.1: Sick Leave Accumulation

Employees shall accumulate one (1) day's paid **sick** 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 **sick** 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 (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 17.2: Doctor Report

Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school upon the return of the employee to school. The Board shall endorse the report. The Board shall have the option of requesting and receiving a medical professional's statement verifying an absence when the **preponderance of evidence to suspect** that such documentation is essential. All expenses for this request will be paid in full by the Board.

Section 17.3: Final Sick Day Buy Back

Said provision shall expire on June 30, 2016.

Eligibility

Employees who are in good standing with the Board, whose last evaluation is effective or highly effective are eligible for the one time and final sick day buy back,

Employees who have accumulated a minimum of 60 (sixty) unused sick days may sell these days back to the district at a rate of \$20 (twenty dollars) per day.

Section 17.4: 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. The benefit shall pay 66 and 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 is also covered under this benefit.

ARTICLE XVIII

LEAVE OF ABSENCE WITHOUT PAY

Section 18.1: 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 a period he/she is unable to work. Leave of absence without pay or fringe benefits for other bona-fide reasons may be granted to employees for periods 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 18.2: 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 18.3: 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 18.4: 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 XIX
LEAVE WITH PAY

Section 19.1: 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 service 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 XX
LEAVES CHARGEABLE AGAINST SICK LEAVE

Section 20.1: Family Illness

Absence with pay chargeable against sick 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 XXI
MATERNITY LEAVE

Section 21.1: 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 XXII
STRIKES AND RESPONSIBILITIES

Section 22.1: 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. **Violations of the Article by any employee, or group of employees, shall constitute good and just cause for discharge or for the imposition of discipline or penalties without recourse to mediation.**

Section 22.3: 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 XXIII
JOB POSTING

Section 23.1: 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 vacancies shall be sent electronically to all members of the USW within two (2) working days from the time such vacancy first occurred, or when the Superintendent becomes aware of a pending vacancy.**
- 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 (30) 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, and 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 employee has 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 has no right to file a grievance to claim such a vacancy.

Section 23.2: Substitute Employees

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 add 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 XXIV
TERMINATION

Section 24.1: Termination

The terms and conditions of this agreement shall continue in effect until 12:01 a.m., July 1, 2014, unless either party shall give a written notice to the other at least sixty (60) days prior to July 1, 2014, 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 two (2) years, and so on from year to year.

Section 24.2: 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 24.3: 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 24.5: Public Act 4

The parties recognize the requirements of Public Act 4 whereby if conditions are present an Emergency Manager can be assigned to the school district to eradicate and correct any financial emergency. As part of Public Act 4, all collective bargaining agreements can be negated by the Emergency Manager in accordance with provisions of the law. Further, Public Act 4 defines procedures governing the actions of the Emergency Manager. The parties to this agreement are cognizant of these provisions and recognize the powers vested in the Emergency Manager. The State of Michigan shall provide assistance to the District in the form of a consent agreement if such action is deemed appropriate prior to the assignment of an Emergency Manager. If the law is overturned this Act will not apply.

Section 24.6: Signatures

This agreement shall be effective July 1, 2014 and shall continue in effect until the 30th day of June, 2016. Signed this _____ day of _____, 2014.

**HALE AREA SCHOOLS
BOARD OF EDUCATION
Hale, Michigan**

Ronald L. Kraft, Superintendent

Valerie Cryderman, President

John Brindley, Treasurer

**UNITED STEELWORKERS,
AFL – CIO • CLC**

Leo W. Gerard, Int'l President

Stanley W. Johnson, Int'l Secretary-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

Dan Sharow, President Local Union 15095

Rhonda Brindley, Unit President

Lana Vohwinkle, Committee

Cathy Turland, Committee

**Compensation
 For Individual Contract Years
 2014-2015 and 2015-2016 only**

To be eligible for the potential compensation in this clause each individual employee must not be absent from work annually more than 5 total days. The only exception shall be for preapproved professional development.

When the Hale Board of Education meets their financial goals to annually increase the General Fund, Fund Balance by 3%, Contributes to the Transportation Fund Designated Fund Balance annually by \$30,000, Increases Designated Vacation Day Obligation by appropriate contracted amount and the Superintendent Discretionary Fund by the determined audited amount, the following shall occur for the 2014-2015 and or 2015-2016 years respectfully.

1. Food Service

Food Service must balance and have excess revenue over expenditure of \$4,000 for said fiscal year. When this occurs said \$4,000 shall be divided proportionately amongst the regular eligible employees. The \$4,000 shall include the Boards contribution to FICA and Retirement.

2. Transportation and Para Professionals

Once said Board Financial Obligations alluded to in this proposal are met and there is \$12,000 excess revenue over expenditures, said revenue shall be distributed proportionately to regular eligible employees. The \$12,000 shall include the Board's contribution to FICA and Retirement.

**SCHEDULE "A"
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	RATE
	2014-2015	2015-2016
Regular Route	\$13.16	\$13.16
Tech Route	\$13.16	\$13.16

Extra Trip	\$12.16	\$12.16
Substitute Rate for Bargaining Unit Members ONLY	\$11.32	\$11.32

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 "B"

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

CLASSIFICATION	RATE 2014-2015	RATE 2015-2016
New Workday Rate-First 45 Workdays	\$10.53	\$10.53
45/90 Workday Rate	\$10.87	\$10.87
Regular Food Service and Para-Professional Rate	\$11.36	\$11.36
Working Food Service Leader Rate	\$12.28	\$12.28
Substitute Rate for Bargaining Unit Members ONLY	\$8.97	\$8.97

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 "E"
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"

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

SCHEDULE "H"

Hale Area Schools
USW Local 15095-06

2014-2016 Agreement

The Board agrees to pay **a onetime fee for** 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 **when said employee successfully passes the assessment.**