

**AGREEMENT**

**BETWEEN**

**BRITTON MACON AREA SCHOOLS**

**AND**

**BRITTON MACON AREA SCHOOL EMPLOYEES  
LOCAL 2788, CHAPTER 7, AFFILIATED WITH  
MICHIGAN COUNCIL 25, AFSCME, AFL-CIO**

**July 1, 2006**

**through**

**June 30, 2009**

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## **AGREEMENT**

This Agreement entered into on this 1st day of July, 2006, between the Britton Macon Area Schools (hereinafter referred to as the “EMPLOYER”) and the Britton Macon Area Schools Chapter of Local 2788, AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the “UNION”).

(Note: The headings used in this Agreement neither add to nor subtract from the meaning but are for references only.).

## **PURPOSE AND INTENT**

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

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

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

**ARTICLE 1 - RECOGNITION. Employees Covered.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representatives 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.

All full-time bus drivers and custodians,  
excluding supervisors, substitutes, and  
all other employees as defined in the act.

**ARTICLE 2 - AID TO OTHER UNIONS**

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

**ARTICLE 3 - AGENCY SHOP**

A Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a service fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA

17.277(7), and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below. Any authorization form for dues or service fee to be signed by an employee and revocation thereof shall be consistent with legal requirements.

1. The procedure in all cases of non-payment of the service fee shall be as follows:
  - a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to paragraph A above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to

any asserted legal infirmity with the Union's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Union.

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

B Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct 1066 (1986), the Union has established a policy regarding "Objections to Political-Ideological Expenditures--Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

C Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of

the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year.

- D The Union will certify at least annually to the district fifteen (15) days prior to the date of the first payroll deduction for membership and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership fees and the amount of service fee to be deducted by the district, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Union's service fee collection and objection procedures. The Union agrees, upon request from the district, to provide the district for its review a copy of the Union's current "Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures" together with a copy of all materials annually distributed by the Union and its affiliates to bargaining unit members who choose not to join the Union and/or to object to the service fee.

The Union further agrees to certify to the district that the Union and its affiliated have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

- E Further, the Union agrees to promptly notify the district in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Union from implementing its agency fee objection policy or from charging or allocating any of the Union's expenditures to bargaining unit members who

choose not to join the Union. In the event of the entry of such an order or arbitration award, the district shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Union.

F In the event that the Union fails to provide certification or information as called for in this article above, the Employer shall have the right, upon one week's notice to the Union local president, to discontinue all involuntary dues deductions for representation service benefit fees contained in this article until such time as the Union has fully complied with the provisions of this article.

G The Union shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability which may arise out of, or be reason of, action taken or not taken by the district in reliance upon information furnished to the district by the Union in the course of enforcing this section. Further, the Union agrees to indemnify and save the district, the Board of Education, the individual members of the Board of Education, and individual members of the Board of Education, and individual administrators harmless against any and all claims, demands, costs, suits, claims for attorney fees, or other forms of liability, as well as all court and/or administrative agency costs that may arise out of, or by reason of, sanction by the district or its agent for purposes of complying with the Union's security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense of indemnity provisions of this article are either unenforceable or void.



If the hold harmless and indemnification provisions of this article are found to be unlawful, the district's duty to make involuntary deductions shall cease.

**ARTICLE 4 - REMITTANCE OF DUES AND FEES**

a) When Deductions Begin.

Checkoff deductions under all properly executed authorization for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the thirtieth (30) day of each month following the date on which they were deducted.

c) The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are not longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

d) At the beginning of each school year, the employee will notify the District of the amount they would like to have deducted from the employee's wages for

PEOPLE. This is on a voluntary basis. The amount deducted will be the same during the school year.

**AUTHORIZATION FORM**

To: \_\_\_\_\_

**EMPLOYER**

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT

FIRST NAME

INITIAL

LAST NAME

STREET NUMBER

STREET NAME AND DIRECTION

CITY

ZIP CODE

AREA CODE

TELEPHONE

CLASSIFICATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMPLOYER'S COPY

\_\_\_\_\_  
DATE

**ARTICLE 5 - UNION REPRESENTATION**

a) Stewards and Unit Chairperson

The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following departments:

1 Representative - Bus Drivers

1 Representative - Custodians

1 Chapter Chairperson

- 1) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, not to exceed thirty (30) minutes per grievance.
  - 2) The Unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure, not to exceed one (1) hour per grievance.
- b) Union Bargaining Committee
- 1) Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.
  - 2) All bargaining by the parties shall commence during non-school hours.

#### **ARTICLE 6 - SPECIAL CONFERENCES**

- a) Special conferences for important matters, including safety concerns, will be arranged between the Chapter Chairperson and the Employer of its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the local Union and two (2) representatives of Management (if available). Arrangements for such special conferences shall be made in advance and agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda. Conferences shall

- be scheduled at a time that does not interrupt the employees work responsibilities, sometime between the hours of 9:00 a.m. and 4:00 p.m. There shall be no more than four (4) Special Conferences in any one calendar year, except by mutual agreement. These Conferences shall be held for the purpose of considering matters of mutual interest. There will be a one (1) hour time limit for such conferences. In the event that time does not permit the scheduling of Special Conferences during normal school hours, the conference shall be rescheduled after school hours, by mutual consent. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
- b) There shall be a Labor-Management Committee formulated which shall meet on a monthly basis. A written agenda shall be exchanged between the parties prior to the meeting. The purpose of these meetings is to proactively discuss concerns affected by either party, create a positive harmonious relationship and to strengthen the quality of work life.
- c) The Union representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of employee's knowledge

of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union

**Step 1** Any employee having a grievance shall present it to the Employer as follows.

- a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- b) The steward may discuss the grievance with the immediate supervisor.
- c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- d) The immediate supervisor shall give his answer to the steward within five (5) working days of receipt of the grievance.

**Step 2** If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Superintendent within five (5) working days after the immediate supervisor's response is due. The Superintendent shall sign and date the steward's copy. The Superintendent shall respond to the steward in writing within five (5) working days of receipt of the grievance.

**Step 3** If the grievance remains unsettled it shall be presented by the Chapter Chairperson and/or AFSCME Council #25 AFL-CIO Staff Representative in writing, to the Board of Education at the next regular scheduled Board

meeting. The President of the Board of Education shall sign and date the Chapter Chairperson's copy. The Board of Education shall respond in writing to the chapter Chairperson within five (5) working days after the regularly scheduled Board of Education meeting.

- Step 4** a) If the Union so requests, the Board or its representative will meet further with the Union to consider fairly and in good faith any other means of settlement.
- b) The procedure herein provided shall not prohibit the Union or the Employer from recourse to normal mediation provided by Michigan State Law.

**Step 5** If the Union is not satisfied with Step 4 of the Grievance Procedure (Mediation), it may, within thirty (30) calendar days after an impasse (a predicament from which there is no obvious solution) has been declared, refer the matter for arbitration to the **American Arbitration Association**, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Neither party may raise a new defense at this level not previously raised or disclosed at other written levels.

Arbitration is the exclusive remedy available to employees and the Union for an alleged breach of the terms of this contract. The decision of the arbitrator shall be final and conclusive and binding upon employees, the board, and the Union subject to the right of the Board or the Union to judicial review.

Time limits shall be strictly adhered to although each side shall give necessary time extensions in case obvious emergencies which prohibit adherence to the contractually stated time lines. If time lines are not met or an extension applied for, then the grievance shall be settled in favor of the other party. Should an employee no longer be employed by the Board, all further proceedings on a previously instituted grievance shall be barred.

Powers of the arbitrator are subject to the following limitations:

- a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b) He shall have no power to establish salary scales or to change any salary.
- c) He shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- d) He shall have no power to decide any question which under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- e) He shall have no power to interpret state or federal law.
- f) He shall not hear any grievance previously barred from the scope of the grievance procedure.

- g) The arbitrator shall not have any power to rule on a decision to place an employee on a leave of absence.
- h) The arbitrator shall not have any power to extend any time lines provided in this contract.

After a case on which the arbitrator is power to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, an arbitrator shall be selected (under the terms of this Agreement) to decide whether or not said grievance is actually an arbitrable issue. Should the arbitrator decide it is an arbitrable issue, the grievance shall then be decided by a new arbitrator (who shall be selected under the terms set forth in this Agreement).

In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

The cost of arbitrator shall be borne equally by the parties except each party shall assume its own costs for representations.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Union representative is to be at his/her assigned job responsibilities.



Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond that day of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the award be made retroactive earlier than thirty (30) days prior to the date on which the grievance is filed.

Any employee summoned to testify before the arbitrator during his/her regular work hours, shall do so without loss of pay. However, should an employee be summoned to testify during non-working hours, said employee shall receive no compensation for such time spent in testimony.

#### **ARTICLE 8 - DISCHARGE, DISCIPLINE, AND SUSPENSION**

The Employer agrees that all disciplines shall be for just cause. In general, the progressive discipline steps are as follows:

- a) Verbal Counseling: The supervisor will meet in private to discuss or bring to the attention of the employee of any rules or regulations that relate to the employee's job that he/she is not in compliance with.
- b) Discipline, Verbal or Written: If there continues to be a concern with the employee's performance, a meeting shall be scheduled with the employee and the steward. The problem will again be discussed and the possibility of discipline if it continues.

- c) There is still a continuation of a problem, a second meeting shall be scheduled with the superintendent and chapter chairperson to discuss the problem.
- d) Notice of Discharge or Suspension: The Employer agrees, promptly upon the discharge or suspension of the employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- e) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his chapter chairperson. The superintendent will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the steward at a mutually agreed upon time.
- f) Appeal of Discharge or Suspension: Should the discharged or suspended employee and /or the steward consider the discharge or suspension to be improper, it shall be submitted to the Board of Education.
- g) Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously with the exception of bus drivers whose driving records could be taken into account for three (3) year period.

### **ARTICLE 9 - SENIORITY. PROBATIONARY EMPLOYEES**

- a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment.  
  
When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period.  
  
There shall be no seniority among probationary employees.
- b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to pay or rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees other than union activity.
- c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

### **ARTICLE 10 - SENIORITY LISTS**

- a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- b) The seniority list on the date of this Agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority.

- c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with an updated list by November 1, of each year or whenever any changes occur.
- d) The Council's copy of the seniority list, as set forth above, shall be forwarded once a year by November 1, in care of attention of the Council Secretary-Treasurer's Office, 1034 N. Washington, Lansing, MI 48906, or to any such other address as notified of in writing.

#### **ARTICLE 11 - LOSS OF SENIORITY**

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

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

- e) Return from sick leave and leaves of absence will be treated the same as (c) above.

### **ARTICLE 12 - SHIFT PREFERENCE**

Employees covered by this Agreement shall be allowed each August, before the new school year begins to bid on any open jobs within their classification on the basis of seniority. In the event of a vacant or open position, all vacancies shall be posted and employees shall be posted and employees shall be allowed to bid and move on the basis of seniority for jobs within their classification. Employees will be assigned to jobs according to their seniority and qualifications. In the event an employee is not selected based on seniority, the Union shall appeal to the third step of the grievance procedure with the Board of Education.

### **ARTICLE 13 - LAYOFF DEFINED**

- a) The word “layoff” means a reduction in the work force due to a decrease of work.
- b) In the event it becomes necessary for a layoff, the Employer shall meet with the Chapter Chairperson at least two (2) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the third (3rd) step of the grievance procedure, Board of Education.

- c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least-senior employee on the seniority list being laid off first.
- d) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.
- e) In the event a driver's run is discontinued or reduced at any time, the affected driver shall have the right to bump a less senior driver.

#### **ARTICLE 14 - RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit. (In proper cases exceptions may be made).

Recall rights for seniority employees shall terminate one (1) year after the effective date of layoff. Probationary employees shall not have recall rights.

#### **ARTICLE 15- TRANSFERS**

Transfers of Employees: If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter within six (6) months, transfers back to a position within the bargaining unit, he/she shall not accumulate nor

lose seniority while working the position to which he/she transferred. If the above transferred employee should return to employment covered under the bargaining unit, said employee shall once again be entitled to all rights and benefits provided in this Agreement.

**ARTICLE 16 - JOB POSTING AND BIDDING PROCEDURE**

- a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within ten (10) working days of the date the vacancy occurs. All vacancies will be posted on the employees' bulletin for a period of ten (10) working days. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies shall be posted in the following manner:  
type of work, job requirements, job qualifications and skills with the rate of pay. Employees interested shall apply in writing within the ten (10) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a fourteen (14) calendar day trial period to determine his/her ability to perform the job.
- (a-1) Before each new school year, sometime between June 10 and June 30, or at least one full week before the opening day, the supervisor shall assemble all drivers for the purpose of listing all available regular, Kindergarten and Vo-Tech bus routes for the purpose of bidding on said runs. Bidding and assignments shall be handled according to seniority.

- b) The Employer shall furnish the chapter chairperson with a copy of the vacant or newly-created job posting at the time the job is posted on the employee bulletin board. At the end of the posting period, the Employer shall furnish the chapter chairperson a list of names of all employees who applied for the job and thereafter to notify the chapter chairperson who was awarded the job.
- c) During the fourteen (14) calendar day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
  - (1) A bus driver who voluntarily transfers to a new run shall not be allowed to revert back to his old run for the balance of that school year until the next annual June bid meeting. However, should it become evident that the driver is unable to perform satisfactorily on his new run, then said employee shall be returned to his previous run at any time.
- d) During the trial period employees will receive the rate of pay for the job they are performing.
- e) Employees required to work in higher classification shall be paid the rate of the higher classification.

**ARTICLE 17 - VETERANS. Reinstatement of,**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.



## **ARTICLE 18 - PAID SICK LEAVE**

Custodians: Full-time employees will be granted ten (10) sick days a year to be given at the beginning of the school year.

Bus Drivers: Bus drivers will be granted five (5) sick days a year to be given at the beginning of the school year.

Unused Sick Day Pay:. Unused days may accumulate to a limit of one hundred ten (110) days. Employees will be paid twenty dollars (\$20.00) per unused sick day when they leave school employment. There will be a maximum limit of fifty (50) days (\$1000.00) for bus drivers and custodians of sick day accumulation.

All employees while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as day worked. However, when an employee's accumulated sick days expire, all board paid benefits shall also expire except as stated in Article 33, section b. The employee would then be allowed to purchase any benefits through the school whenever possible.

## **ARTICLE 19 - LEAVES OF ABSENCE**

- a) Leaves of absence without pay not to exceed two weeks [ten (10) consecutive school days] will not generally be granted but may be granted by the bus supervisor. Leaves of absences beyond two (2) weeks except under the Family and Medical Leave Act must be approved by the superintendent. Any decision to

approve or deny leave requests under this Article except FMLA requests shall not be subject to the grievance procedure.

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12 month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the board or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

- b) Employees shall not accrue seniority while on any unpaid leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her.
- c) The Steward, upon proper application to the Superintendent, may be given a leave of absence without pay for the purpose of performing duties or attending meetings for the Union. Such leave will be given if a substitute can be obtained. No one leave shall be greater than five (5) consecutive work days in duration. Nor shall the Union use more than five (5) work days per calendar year. The Union agrees to notify the Superintendent no less than five (5) working days in advance of requesting such leave. The Union leave time shall be used in blocks of no less than one (1) day at a time.

**ARTICLE 20 - HOLIDAY PROVISIONS. Bus Drivers**

- a) The paid holidays are designated as:
  - (1) Good Friday
  - (2) Memorial Day
  - (3) Thanksgiving
  - (4) Day after Thanksgiving
  - (5) Christmas Eve
  - (6) Christmas Day
  - (7) New Years Day

Employees will be paid their current rate of pay based on their regular scheduled work day for the five (5) said holidays listed above.

- b) In order to receive holiday pay, an individual must work the day before and the day after a holiday. Driving only a portion of their normal or regular daily run (s) will disqualify the driver from his/her entire holiday pay.

**ARTICLE 21 - HOLIDAY PROVISIONS. Custodians**

- a) The paid holidays are designated as:

- (1) Good Friday
- (2) Memorial Day
- (3) July 4th
- (4) Labor Day
- (5) Thanksgiving
- (6) Day after Thanksgiving
- (7) Christmas Eve
- (8) Christmas Day
- (9) New Years Day

Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Employees will be paid their current rate based on their regularly scheduled work day for the nine (9) said holidays as listed above.

- b) In order to receive holiday pay, an individual must work the entire eight (8) hour day the day before and the day after a holiday. Working any portion of the day less than the full eight (8) hours will disqualify the individual from his/her entire holiday pay.
- c) If an employee is ill immediately before or after a holiday and provides a written medical absence report on his/her first day back to work, the superintendent may waive the provisions outlined in Article 21, section b, and permit the payment of holiday pay.

**ARTICLE 22 - VACATION PERIOD**

- a) Except as provided in Section (e) below, custodians shall schedule their vacation time each year between the dates of June 15 through August 15. Not more than two (2) [of the four (4) custodians or maintenance] staff may choose to schedule their vacation at the same time unless given special approval by their supervisor. Vacation time must be scheduled at least two (2) weeks in advance unless under special circumstances, which must be given special approval by the supervisor. Vacation time shall be granted by seniority.
- b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- c) A vacation may not be waived by an employee and extra pay received for work during the period.
- d) If an employee is hospitalized during his vacation period, said employee will be given the choice of continuing to use his/her vacation time as scheduled or opt to

use accumulated sick days. Should said employee use accumulated sick days, he/she will be allowed to reschedule his/her vacation time at a later date mutually agreed upon by the Supervisor and employee. Should said employee opt to use sick days rather than continue his/her vacation time and not have adequate sick days accumulated, the employee will do so at a loss of pay.

- e) Each individual request for a vacation day other than between the dates of June 15 and August 15 shall not exceed two work days nor shall total requests exceed three work days in the calendar year July 1 to June 30. The supervisor shall approve all requests provided the school district needs can be met. Permission will not be unreasonably withheld.
- f) Each custodian may take up to five vacation days during scheduled holiday breaks such as Easter and Christmas. No more than one custodian may be gone on any one day without special approval of his/her supervisor. Vacation time granted under this section shall be by seniority.

**ARTICLE 23 - VACATION CREDITS/RATES OF PAY (Custodians)**

- a) If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation time he/she has accumulated. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation time the following year.

- b) Rate During Vacation: Employees will be paid their current rate based on the irregular scheduled day while on vacation and will receive credit for any benefits provided for in the Agreement.

**ARTICLE 24 - VACATION ELIGIBILITY**

An employee will earn credits toward vacation with pay in accordance with the following schedule:

|                                |                     |
|--------------------------------|---------------------|
| <b>Custodians:</b> 1 - 9 years | 2 weeks of vacation |
| 10 - 19 years                  | 3 weeks of vacation |
| over 20 years                  | 4 weeks of vacation |

Vacation time for new hires effective July 1, 2000, is prorated for time worked during a fiscal year (July 1 to June 30).

**ARTICLE 25 - UNION BULLETIN BOARDS**

The Employer will provide one (1) bulletin board in a location which may be used only by the Union for posting notices pertaining to Union business.

**ARTICLE 26 - RATES FOR NEW JOBS. (Custodians)**

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its posting.

**ARTICLE 27 - JURY DUTY (Custodians/Bus Drivers)**

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

## **ARTICLE 28 - SAFETY**

Any alleged unsafe conditions or tasks shall be immediately reported to the employee's immediate supervisor.

## **ARTICLE 29 - EQUALIZATION OF OVERTIME HOURS.**

### **(Maintenance/Custodians)**

- a) Overtime hours shall be divided as equally as possible among employees on a rotation basis with consideration given to job requirement or classification.
- b) To receive overtime pay, an employee must first work over forty (40) hours in a week. All time paid shall be considered time worked for computing overtime.
- c) Double-time will be paid for Sunday work or holiday work (as defined in this Agreement) after working the normal forty (40) hour week.

## **ARTICLE 30 - HOURS OF WORK**

### Section 1

- a) Work Week: The work week for all custodial and maintenance personnel will be mutually discussed and scheduled cooperatively by staff and the maintenance/custodial supervisor. If a third shift is established, at least two (2) employees will be assigned to this shift.
- b) Part-time custodians may be employed by the district. Part-time custodians will be school year employees only. As a "school year" employee a part-time custodian shall be eligible for the following benefits.
  - 1. Hourly pay as outlined in the current master agreement.



2. Pay for holidays which fall within the school year as outlined in Article 21, Section a.
3. Five (5) sick days a year to be given at the beginning of the school year.
4. Two personal business days as outlined in Article 32.

Part-time custodians shall not be entitled to the hospitalization medical coverage outlined in Article 33, parts a, b, and c.

## Section 2

- a) The driver shall work on a per run basis. The regular runs shall be Morning (before school), Noon Kindergarten; and Afternoon (end of day) runs. Each regular run will count as 1.50 hours toward the forty hour week used in the computation of over-time.
- b) Each regular run will be reported as two (2) hours of work for Retirement credit purposes.
- c) Vo-Tech run bus drivers will be paid on a Vo-Tech run rate.
- d) Computation of overtime will be based upon a 40 hour work week, Sunday – Saturday. The forty hours will be computed per current state law.

## Section 3 CUSTODIAL EMPLOYEES - HOURS OF WORK

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

The regular hours of work shall consist of eight (8) hours, excluding a lunch period scheduled in the middle of the shift.

A thirty (30) minute lunch period shall be scheduled in the middle of the shift.

Any employee required to remain on duty shall be compensated.

#### REST PERIODS

Work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour work period.

#### Section 4 CALL IN PAY

Any employee called to work outside of their regularly scheduled shift shall be paid a minimum of two (2) hours at the employee's established rate of pay.

#### Section 5 ALARM FOR SPECIAL EVENTS OR FACILITY RENTAL

For the procedure of meeting the involved individual or group, at a predetermined time to deactivate the alarm system and returning at a later designated time to activate the alarm system, the employee will be reimbursed at a flat rate of \$20.00 or two hours of his/her regular hourly rate of pay, whichever is greater.

### ARTICLE 31 - WORKER'S COMPENSATION. ON-THE-JOB INJURY

#### (CUSTODIANS/BUS DRIVER)

Each employee is covered by the applicable worker's compensation laws.

Employees covered under this Article, if returned to work within one (1) year, will be reinstated with full seniority to their regular position. All benefits provided by the Employer shall expire after the employee has been on worker's compensation for a period of three (3) consecutive months.

### **ARTICLE 32 - PERSONAL BUSINESS DAYS**

Each employee covered by this Agreement shall receive two (2) personal business days per year which shall not be deducted from the employee's earned allowable sick leave. Any unused personal business days shall be added to the employee's individual sick leave bank.

Personal business day shall be defined to mean time necessary to conduct personal affairs which cannot be handled outside of school duty hours.

Application for personal business leave time must be made in writing with the supervisor at least forty-eight (48) hours in advance (except in cases of emergency).

Personal business days will not be granted the day before or day after a vacation period or holiday.

Personal business days will be granted on a seniority basis.

### **ARTICLE 33 - HOSPITALIZATION MEDICAL COVERAGE. (Custodians)**

- a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his/her family; the plan is to be MESSA Choices II 10/20.

The employer will assume the increase in premiums in the second year 2007-2008 and third year 2008-2009, up to a total increase of \$50.00 per month for the two-year period (\$600 total for the two year period). Any additional increase beyond

\$50.00 per month (\$600 total for the two year period) will be split 80/20 between the employer (80%) and the employee (20%). This coverage shall be applied to all full-time custodial employees covered under the terms of this Agreement.

- b) The Employer agrees to provide Delta Dental Coverage, Plan C, 50/50/50, for all full-time custodial and maintenance staff.
- c) The employer agrees to provide VSP-2 vision insurance for all full-time custodial staff.
- d) The Employer agrees to pay the full premium for hospitalization medical coverage as outlined in section (a) for the employee and his/her family during an employee's absence as the result of any on the job injury, job related illness, or maternity for a period not to exceed three (3) months from date of injury, illness, or maternity leave.
- e) Hospitalization/Bus Drivers: Bus Drivers may participate in the group medical insurance plan offered to the custodial staff through payroll deduction payments to the Employer, if such an option is available under the terms and regulation of the insurance carrier.
- f) It shall be the responsibility of each eligible employee to properly enroll insurance programs available and make notification of any change in status in timely fashion. All benefits are subject to policy, plan, or program terms and conditions.
- g) The Board shall purchase \$5,000 of term life insurance for custodians and \$2,500 of term life insurance for bus drivers.

**ARTICLE 34 - COMPUTATION OF BENEFITS**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement as it pertains to overtime pay.

**ARTICLE 35 - UNEMPLOYMENT INSURANCE.**

**(Custodian/Bus Drivers)**

The Employer agrees to provide unemployment insurance for all employees who qualify for such coverage

**ARTICLE 36 - CONTRACTING AND SUBCONTRACTING OF WORK**

Prior to any bargaining unit work being contracted or subcontracted out, the employer will meet and confer with the Union.

**ARTICLE 37 - CONSOLIDATION OR ELIMINATION OF JOBS**

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a Special Conference.

**ARTICLE 38 - WORK PERFORMED BY SUPERVISORS**

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the Bargaining Unit except in cases of an emergency which call

for the immediate attention, instruction, or training of employees that would reduce the regular working hours of a bargaining unit employee.

However, it is understood that the supervisor can assist, work along side, or work separately on maintenance projects while the regular maintenance staff is working on other projects.

### **ARTICLE 39 - DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employees a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

All labor and printing costs associated with compiling the Agreement shall be equally shared by the Employer and the Union.

### **ARTICLE 40 – MISCELLANEOUS**

- a) All salary payments shall be distributed through electronic direct deposit to a financial institution of the employee's choice. One salary payment for each pay period will be transmitted at no charge. Any split payments or additional transmissions will be allowed but will result in a \$1.00 (one dollar) fee per transaction. All charges will be automatically deducted from the employees' pay.
- b) The Supervisor may call one (1) preschool or pre-work hours meeting per month of a maximum of thirty (30) minutes. For any meetings that exceed one (1) per month, compensation will be received at the prorated hourly rate of the employees normal pay.

- c) If the school requires a driver to attend any in-service days, the driver will be paid \$6.50 per hour, a minimum of \$15.00 or a maximum of \$35.00.
- d) Non-probationary drivers will receive their regular hourly rate for training and/or retraining required to be a “school bus driver”.
- e) The school district will pay the difference between the cost of the driver’s regular drivers license and the cost for the renewal of the driver’s CDL license.
- f) To be eligible to operate a school bus all drivers must meet the current Commercial Driver License (CDL) requirements and standards as outlined in Public Act 187 of 1990 (enrolled SB 534). Drivers will also be required to meet any and all new or additional changes in state or federal laws relating to eligibility to operate a school bus.
- g) The school agrees to reimburse the driver up to a maximum of twenty-five dollars (\$25.00) for obtaining the necessary physical. The district reserves the right to require the driver to take the physical through Industrial Medical Clinic at district expense. The health certificate shall be filed the month of August, before school starts, with the transportation supervisor. The driver may choose to obtain his/her annual physical at board expense through the Industrial Medical Clinic.
- h) The bus driver will be responsible for the inside maintenance of the bus and will sweep bus daily. A bus driver may wash the bus one (1) time per week [maximum of four (4) times per month] when necessary. Compensation will be ten (\$10.00) dollars for each washing.
- i) Bus drivers, who do not drive due to Act of God days, will be compensated for their regular run pay for the first three (3) days. Such employees shall work on

- any rescheduled days of student instruction which are established by the Board of Education so as not to lose state aid. Employees will be paid for these rescheduled days at their regular run rate.
- j) A custodian who is unable to report to work because of Act of God (ie. school closings due to weather) shall notify the supervisor as soon as possible, at least one hour prior to his/her regular reporting time. A custodian may receive one (1) paid Act of God day. For subsequent Act of God days the custodian may use a personal business day, vacation day, sick day or choose to receive no pay for the Act of God day. In the event, a “snow day” is not called by the District for the school year, the District will add one (1) day to the custodian’s sick bank.
  - k) In the event that there is a loss of heat/water/lights, the “lock up” custodian shall first contact his/her immediate supervisor, superintendent, or building principal (in the order indicated) to determine if the scheduled work period should continue. If the immediate supervisor, superintendent and building principal are not available, the “lock up” custodian shall leave a message for each indicating the problem. In the event that the custodian is excused for the balance of his/her shift, there will be no loss of pay for the time missed.
  - l) The employer will provide one (1) pager to the afternoon custodial staff. This pager will be circulated and be the responsibility of the afternoon “lock-up” custodian.



## **ARTICLE 41 - BUS DRIVERS/BUS RUNS**

### **AM ROTATION RUNS**

- a) The AM rotation run will be a part of the daily morning pick-up of students.
- b) Drivers who have a regular run and a Kindergarten run, or a regular run and a Vo-tech run will “give up” the morning portion of their regular run on a rotating basis.
- c) The vacant morning run created by the rotation as outlined in (b) above, will become the AM rotation run.
- d) If there are four or less AM/PM runs, the AM rotation run will not be implemented.

### **REGULAR RUNS**

- a) A regular run is any scheduled a.m. or p.m. pickup or delivery of students to or from school.

### **KINDERGARTEN RUNS**

- a) The noon Kindergarten run is the pickup and/or delivery of Kindergarten students.
- b) When school is in session one-half (1/2) day, Kindergarten drivers who do not have a run will not be paid.
- c) On days when the Kindergarten class is attending a special event or field trip that requires bus transportation the normal field trip rotation list of assignment of drivers will be passed and the Kindergarten drivers (s) will be allowed to drive the special trip involving the Kindergarten. Should there be occasions when only one

Kindergarten driver is needed, the trips will be rotated between the Kindergarten drivers based on seniority.

#### VO-TECH RUNS

- a) Vo-Tech runs are the pick up and delivery of students who attend Vo-Tech classes.
- b) When Britton Schools are in session, but Britton students do not attend Vo-Tech classes, Vo-tech drivers will receive no pay for not driving.
- c) When a Vo-tec driver or Kindergarten driver also makes a “Tecumseh” run for special education student(s), the Tecumseh run will be paid for one hour. If a driver makes a “Tecumseh” run and does not make the Vo-tec run that day or Kindergarten run, the “Tecumseh” run will be paid at a rate of one and one half hours.
- d) In the event that AM and PM runs are reduced to four (4) drivers, all runs will be re-bid and an AM/PM driver will not be eligible to bid on a Vo-tec run.

#### FOR EXTRA/SUB TRIP LISTS

- a) When a driver is needed for a run/trip regular drivers will be asked first with at least 24 hours notice, provided the employer was aware of the need at least 24 hours in advance. If all drivers decline the run/trip, the employer will attempt to fill the run/trip with a substitute. If no substitute is available to take the run/trip, a driver may be assigned the trip by inverse seniority rotation.
- b) On a weekly basis, bus drivers will choose trips by seniority on a rotating basis for said week. The rotation will continue the following week with the bus driver next on the seniority list. For example: Three (3) trips are available, first driver

on seniority list has first choice of the three (3) trips. Second, senior driver has second choice until runs are filled. The following week the rotation will begin with the next senior driver. If a trip is canceled, the driver of the canceled trip shall have the first choice the following week.

- c) When assigning extra/sub trips the procedure outlined in (b) above, will be followed. If a driver refuses/passes an extra trip three times in a semester, or accepts an extra trip and later cancels, he/she will be eliminated from the rotation for the balance of the semester.
- d) When a driver who has taken an “extra trip” becomes unavailable an emergency exists. An emergency driver list will be maintained by the district and the union. The emergency list will be followed on a seniority basis. Drivers will rotate through the emergency list on an as needed basis.  
  
Drivers who give up their “extra trip” due to an emergency will not be allowed to make-up their “extra trip”, under any circumstances.  
  
If the employer cancels the “emergency trip” the scheduled emergency driver will remain at the top of the emergency trip” list.

#### PRIVATE TRANSPORTATION

- a) The district will be allowed to transport up to a total of ten (10) students in a school vehicle other than a bus (such as a van) or private vehicle of a school employee or designee (teacher, coach, advisor, office personnel, administrator, or parent) for the purpose of attending a conference, meeting, or other school-related event or activity.

Clarification: No more than ten students per event may be transported by private means.

### **ARTICLE 42 - FIELD TRIP-ATHLETIC TRIPS**

In the event an athletic and/or field trip is less than three(3) hours, the driver assigned the field trip and/or athletic trip will be guaranteed minimum of three (3) hours extra run pay, if they must give up their regular run.

All drivers who accept an assignment outside of their normal work day shall be guaranteed minimum of one and one-half (1½) hours pay. (Example: drama or choir.)

Sunday trips will be paid at a run rate of time and one half.

If possible, there will be twenty-four (24) hour notice given for every field or athletic trip.

#### **Remaining on Site**

The driver and the bus are to remain at the site of the event. Driver may either attend the event or remain with the bus on the premises.

However, at all day events, (defined as those lasting six (6) hours or longer) and in which the group involved has no scheduled meal arrangements that the driver would be eligible to attend, the driver may then leave the premises for a period of time not to exceed one (1) hour to obtain a meal. The driver will be limited to leaving only once during the entire day unless that event exceeds twelve (12) hours, in which case two meal periods not to exceed one (1) hour in length will be allowed.

Before leaving the premises to obtain a meal, the driver is required to seek out and inform the school personnel in charge (teacher, coach, advisor, etc.) that he/she is

leaving to obtain a meal and the restaurant he/she can be located at (when possible) should it be necessary to make immediate contact with the driver.

At outside events (such a baseball, softball or track tournaments) the bus must remain on the premises to provide possible shelter from potential adverse weather conditions. In such case, the driver will need to make other transportation arrangements to restaurant or for on site meal(s).

### Cancellation

If a trip is canceled after the driver reports, the driver shall be paid a minimum of one and one-half (1½) hours. The driver will then be eligible for the next available trip. Substitutes and probationary drivers will not be included in the regular rotation.

If prior notice is given to the driver and the trip is canceled before the driver reports for duty, the driver will be given the choice of the next available trip.

All regular drivers will be considered first for field trips, athletic trips, and for sub runs.

Substitutes will not be included in the regular rotation.

### **ARTICLE 43 - TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until July 1, 2006.

- a) If either party desires to amend and /or terminate this Agreement, it shall , sixty (60) days prior to the above termination date, give written notification of same.
- b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by

either party, on sixty (60) days' written notice prior to the current year's termination date.

- c) If notice of amendment of the Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination.
- d) Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- e) Notice of Termination or Modification: Notice all be in writing and shall be sufficient if sent certified mail, addressed to 1034 North Washington, Lansing , Michigan 48906; and if to the Employer, addressed to 201 College Avenue, Britton, MI 49229; or to any such address as the Union or the Employer may make available to each other.

#### **ARTICLE 44 - BOARD RIGHTS**

- a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserve unto itself, without limitations, 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/or the United States, including but without limiting the generality of the foregoing, the management and control of school properties, facilities, material used, and the selection, direction, transfer, promotion or demotion, discipline, work load, hours of employment and duties, responsibilities and assignments of employees covered by this Agreement.

- b) The exercise of these foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rule, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.
- c) In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this agreement.

**ARTICLE 45 - NO STRIKE OR LOCKOUT**

- a) The Union agrees that during the term of this Agreement neither it nor the employees shall authorize, sanction, condone, engage in acquiesce in any strike, as defined in the Public Employment Relations Act, as amended.
- b) The Employer agrees not to lockout its employees during the life of this Agreement.

**ARTICLE 46 - FUNERAL LEAVE (Bus Driver/Custodians)**

Employees will be allowed a maximum of three (3) days leave with pay, if required, for a death in the immediate family or household. The immediate family shall include: spouse, parents, brother or sister, children of the employee, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandchildren, grandparents, and brother-in-law or sister-in-law or anyone living in the household.

Any funeral time required as result of death as defined above shall not be deducted from employee's accumulated sick leave.

Employees shall be granted time off to attend the funeral of nonfamily member with pay, at the discretion of the supervisor.

Time necessary for attendance at the funeral service of a person other than described in the above paragraph shall be granted at the discretion of the Supervisor. Normal request will be for a one day period. Unusual or special requests (example: involving extensive or long distance travel will be considered with a maximum period of three days). All granted days will be deducted from the employees sick leave days.

#### **ARTICLE 47 - HIRING OF RELATIVES (BUS DRIVERS/CUSTODIANS)**

No employee shall be hired, promoted, or transferred into a department or unit under the supervision of a relative. Relatives being defined as: spouse, parent, brother, sister, children of employee, father or mother-in-law, son- or daughter-in-law, grandparents or grandchildren, brother- or sister-in-law, or anyone living in the household. The above language is in effect unless no person applies for an opening, transfer or promotion, then the above-mentioned relative becomes eligible.

#### **APPENDIX A - PENSION**

All employees (bus drivers and custodians) are covered by the Michigan Public School Employees Retirement System.

For the purpose of reporting retirement hours, a regular bus run is computed at two (2) hours of work time.

Field trips and extra trips are reported according to the exact time worked.



## **APPENDIX B - CUSTODIAN JOB CLASSIFICATION**

List of Duties: Clean, sweep, mop and dust interior of the building. Wash walls, windows, woodwork, furniture and chalkboards, Wax and Polish floors and furniture. Empty waste paper containers. Clean washbowls and toilets. Move desks and chairs in room. Carry books and supplies from place to place in building. Run buffer and floor cleaning machinery. Setting up for special inside functions and activities. Painting of the interior of the building. And, any other traditional, customary and reasonable work that is necessary.

**IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR  
HAND AND SEAL:**

**LOCAL 2788, MI. COUNCIL #25  
AFSCME, AFL-CIO**

**BRITTON MACON AREA SCHOOL  
BOARD OF EDUCATION**

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Bus Steward

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Custodian Steward

\_\_\_\_\_  
Union Representative

## **LONGEVITY**

Members of the bargaining unit are eligible to receive a lump sum longevity payment according to the following schedule.

|                  |          |
|------------------|----------|
| 15 year employee | \$350.00 |
| 20 year employee | \$450.00 |
| 24 year employee | \$450.00 |
| 28 year employee | \$450.00 |
| 32 year employee | \$500.00 |
| 36 year employee | \$500.00 |

Payment will be added to the first pay date following the appropriate anniversary date.

# AFSCME SALARY SCHEDULE

**2009-10**

|                       | <b>Probation 60 working days<br/>1<sup>st</sup> Year</b> | <b>End of Prob.<br/>3 Years</b> | <b>4 Years+</b> |
|-----------------------|--|---------------------------------|-----------------|
| <b>Regular Run</b>    | \$ 17.66   | \$ 19.38                        | \$ 24.11        |
| <b>Kindergarten</b>   | \$ 20.17   | \$ 21.98                        | \$ 27.00        |
| <b>VT/Extra</b>       | \$ 12.93   | \$ 14.36                        | \$ 16.07        |
| <b>Custodian</b>      | \$ 12.13   | \$ 13.34                        | \$ 15.76        |
| <b>Head Custodian</b> | \$ 12.72   | \$ 13.95                        | \$ 16.37        |
| <b>Wash Bus</b>       | \$ 10.00   |                                 |                 |

**Substitute bus drivers and substitute custodians will be paid at the  
“Probation 60 working days” rate.**

**AFSCME**

# SALARY SCHEDULE

**2010-11**

|                       | <b>Probation 60 working days<br/>1<sup>st</sup> Year</b> | <b>End of Prob.<br/>3 Years</b> | <b>4 Years+</b> |
|-----------------------|--|---------------------------------|-----------------|
| <b>Regular Run</b>    | \$ 17.66   | \$ 19.38                        | \$ 24.11        |
| <b>Kindergarten</b>   | \$ 20.17   | \$ 21.98                        | \$ 27.00        |
| <b>VT/Extra</b>       | \$ 12.93   | \$ 14.36                        | \$ 16.07        |
| <b>Custodian</b>      | \$ 12.13   | \$ 13.34                        | \$ 15.76        |
| <b>Head Custodian</b> | \$ 12.72   | \$ 13.95                        | \$ 16.37        |
| <b>Wash Bus</b>       | \$ 10.00   |                                 |                 |

**Substitute bus drivers and substitute custodians will be paid at the  
“Probation 60 working days” rate.**