

AGREEMENT

BETWEEN

BIG RAPIDS PUBLIC SCHOOLS

BOARD OF EDUCATION

AND THE

AFSCME LOCAL 1865-06

2011-2014

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AGREEMENT

This Agreement entered into this first day of July, 2011, by and between the Board of Education of the City of Big Rapids, Michigan, hereinafter called the "Board" and the Big Rapids Public Schools non-teaching employee's chapter of Local #1865, affiliated with Michigan Council 25, AFSCME, AFL-CIO, hereinafter called the "Union". For clarification in this Agreement, the term "Board" means the Board of Education and/or its designated representative. Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its employees defined in Article 1, with respect to hours, wages, terms and conditions of employment; and

Whereas the parties, following extended and deliberate negotiations have reached certain understanding which they desire to put into contract form.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

- A. The Board of Education hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, of the Public Acts of 1965 and in accordance with MERC certification R72 G-250 dated August 29, 1972 for "All regular full-time and regular part-time custodians, cafeteria employees, bus drivers and clerical employees, EXCLUDING supervisors and all other school employees." Based upon the above, the parties have agreed during negotiations to clarify the exclusions (Secretary of the Board of Education, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Maintenance Supervisor, Transportation Supervisor, Cafeteria Manager). The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. Reference to male personnel shall include female personnel.
- B. The Board agrees not to negotiate with any other organization of employees as defined in section A of this Article (1) other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union, or its designated representatives, has been given an opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Law or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- D. Employees employed to work less than four (4) hours per day shall not be covered by this Agreement, except they shall be paid the rate of pay provided for in accordance with Appendix B.
- E. Temporary, casual and seasonal employees will not be used to displace or replace bargaining unit members. The Board retains the right to utilize summer employees available through summer youth employment programs.
- F. The Board agrees not to create two (2) hour or less positions within the same classification where the hours could be given to current bargaining unit members or a four (4) hour or more position could be created.

ARTICLE 2
MANAGEMENT RIGHTS

It is recognized that Michigan Law makes the Board of Education legally responsible for the operations of the Big Rapids Public Schools in all respects. Except as otherwise specifically provided herein, the management of the schools and the direction of the work force, including but not limited to, the rights to hire, discipline or discharge; to decide qualifications for hiring; to transfer, assign and promote; to layoff for lack of work or funds; to make reasonable rules and regulations for the work and conduct of employees, to determine schedules of work; to subcontract after a review with the Union to determine its abilities to perform as economically; or have work done by others; to determine the methods, processes and manner of performing work, are vested exclusively in the Board. The Board and its administrative staff shall be free to exercise all such rights and authority permitted by law, provided only that no such action shall violate any of the express terms of this Agreement. No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under Subsections 15(3) and (4) of the Public Employment Relations Act.

ARTICLE 3
UNION SECURITY

All employees covered by this Agreement who are members of the Union shall be required as a condition of continued employment to remain members in good standing in the Union to the extent of paying the Union's regular monthly dues or by paying a representation fee equal to the dues and initiation fees per the procedures outlined in Article 4. All employees working four (4) hours or more per day and employees hired or transferred into the unit hereafter shall be required as a condition of continued employment within thirty (30) working days after the effective date of this Agreement or the beginning of their employment to become a member of the Union as above defined or pay to the Union through the check-off procedure as a service fee for representation in an amount equal to that of regular monthly Union membership dues as long as they remain a non-member.

ARTICLE 4
UNION DUES AND INITIATION FEES

- A. Payment By Check-Off:
Employees shall tender the initiation fee and monthly membership dues by signing Authorization for Check-Off of Dues form. Check-off form during the life of this Agreement, and in accordance with the terms of the Form of Authorization for the Check-off of Dues hereinafter set forth, the Board agrees to deduct Union membership dues levied in accordance with the constitution and the by-laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off Dues form.
- B. When Deduction Begins:
Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month in each month thereafter.
- C. Remittance of Dues to Financial Officer:
Deductions for any calendar month shall be remitted to Michigan Council 25 with a list for which dues have been deducted within ten (10) days thereafter.
- D. Termination of Check-Off:
Any employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Board of the names of such employees following the end of each month in which termination took place.
- E. Disputes Concerning Membership:
Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Board and the designated representative of the Union, and if not resolved may be decided at Level Two of the Grievance Procedure.
- F. Safe Harmless Clause:
The Union agrees to indemnify and save harmless the Board, and the Big Rapids Public Schools, individual members of the Board and the Board's employees and agents harmless against any and all claims, demands, causes of action, costs, suits or other forms of liability including, but not limited to, attorney fees and unemployment compensation costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

ARTICLE 5
STEWARDS AND ALTERNATE STEWARDS

- A. The Union shall be represented by one (1) chapter chairperson, one (1) vice chairperson, one (1) chief steward and stewards in the following manner:

Four (4) Stewards (one from each classification). The stewards shall select one (1) of the stewards to serve as chief steward.

- B. The chapter chairperson or vice chairperson and the steward of the appropriate classification during their working hours, without loss of time or pay, shall investigate and present grievances to the Board provided they receive permission from their immediate supervisor.

ARTICLE 6
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Board or its designated representative at the mutual agreement and convenience of both parties. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The Union representative may meet at a place designated by the Board on the Board's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Board for which a written request has been made.

ARTICLE 7
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or the failure to re-employ any probationary employee;
2. Any matter for which there is recourse under State or Federal law which cannot be properly determined by the arbitrator.

- B. The Union shall designate a chapter chairperson, a vice chairperson, a chief steward and four (4) stewards (one per classification) to handle grievances. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used in this Article, shall mean workday (i.e. excluding Saturdays, Sundays and Holidays).
- D. Written grievances as required herein shall contain the following:
 - 1. Signed by the grievant or grievants;
 - 2. A statement of the facts giving rise to the alleged violations;
 - 3. The sections or subsections alleged to have been violated;
 - 4. The date of the alleged violation;
 - 5. The relief requested.
- E. LEVEL ONE

A grievance alleging a violation of the express provisions of this Agreement shall, within ten (10) days of its alleged occurrence be orally discussed by a steward and the grievant with the immediate supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) days of discussion, the grievance shall be reduced to writing within seven (7) days of said discussion by the steward and presented to the immediate supervisor. The immediate supervisor will respond in writing to the grievant and steward within five (5) days.

LEVEL TWO

If the grievance remains unsolved, a copy of the written grievance shall be filed within five (5) days with the Superintendent or designated representative by the Chapter Chairperson. Within five (5) days of receipt of the grievance, the Superintendent or designated representative shall arrange a meeting with the grievant, Chapter Chairperson and steward to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated representative shall render his decision in writing, transmitting a copy of same to the grievant, the Union, the supervisor, and place a copy of same in a permanent file in his office. Either party may have outside representation.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant, the grievance shall, within five (5) days from the time the Superintendent's decision is due, be appealed to the Board of Education by filing such written grievance along with the decision of the Superintendent with the President of the Board.

LEVEL THREE

Upon proper filing as specified in LEVEL TWO, the Board of Education shall consider the grievance. The Board may hold a hearing thereon or may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided that final determination of the grievance be made by the Board no more than twenty-five (25) days after its submission to the Board. A copy of the decision of the Board shall be forwarded to the Superintendent for permanent filing, the supervisor, the grievant and the Union.

LEVEL FOUR

1. If the Union is not satisfied with the disposition of the grievance at LEVEL THREE and the Union wishes to carry the matter further, it may, within twenty-five (25) days after the decision of the Board, notify the Board of its intent to arbitrate. As soon as possible thereafter, the Union and the Board will attempt to mutually select an Arbitrator. If the parties cannot agree upon an Arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
 2. In no case shall evidence be presented to the Arbitrator which was not made known to the other side at least three (3) days prior to the arbitration hearing.
 3. The decision of the Arbitrator shall be final and binding upon the employees, the Board and the Union. The expenses of the Arbitrator shall be shared equally between the Board and the Union.
 4. The powers of the Arbitrator shall be limited to the express terms of this Agreement, and he shall have no authority to add to, subtract from, alter or modify any of the terms of this Agreement. He shall have no power to establish salary scales or to change any salary.
 5. More than one grievance may not be considered by the Arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 6. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. Any grievance not answered within the time limits by the Board shall automatically pass to the next step of the Grievance Procedure. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Board's last answer.

- G. Upon the request of either party, a five (5) day extension will be granted for any time requirement defined in this Article. Any additional time must be requested in writing and agreed to by both parties.

ARTICLE 8
DISCHARGE AND DISCIPLINE

- A. Notice of Discharge or Discipline:
The Board agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Chapter Chairperson.
- B. The discharged or disciplined employee and/or Chapter Chairperson will be allowed to discuss his discharge or discipline with the steward of the district and the Board will make available an area where he may do so before he is required to leave the property of the Board. Upon request, the Board or designated representative will discuss the discharge or discipline with the employee and the steward. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure.
- C. Appeal of Discharge:
Should the discharged employee consider the discharge to be improper, a complaint may be presented in writing through the steward to the Board within five (5) regularly scheduled working days of the discharge. The Board will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the Grievance Procedure.
- D. Use of Past Record:
In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than two (2) years previously unless the infraction is similar or directly related to a prior infraction that resulted in a suspension.

ARTICLE 9
SENIORITY - PROBATIONARY EMPLOYEES

- A. New employees hired as members of the bargaining unit shall be considered as probationary employees for the first sixty (60) days worked of employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit as of the first day worked in the employee's probationary period.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

- C. Seniority as defined in section A of this Article, shall be on a Classification-Employer wide basis (Bus Drivers, Lead Drivers, Secretaries, Custodians, Cooks, Mechanic, Maintenance, Food Service Stock/Delivery), in accordance with the employee's last date of hire. In case of a seniority tie, the more senior employee will be determined by the last four digits of the employee's social security number. The employee with the highest number is the senior employee. In case of ties, the last five digits, etc., shall be used.
- D. Seniority Lists:
1. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
 2. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
 3. The Board will keep the seniority list up to date at all times, and will provide the union membership with up-to-date copies at least every six (6) months.
- E. Loss of Seniority:
An employee shall lose his seniority for the following reasons only:
1. He quits.
 2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 3. He is absent for three (3) consecutive working days without notifying the Board. In proper cases, exceptions may be made at the Board's discretion. After such absence, the Board will send written notification to the employee at his 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 may be referred to the Grievance Procedure.
 4. 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.
 5. Return from an unpaid leave of absence will be treated in accordance with Article 16 of this Agreement.
- F. Seniority of Stewards:
Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type (not to exceed one per classification), be continued at work as long as there is a job in the district which they can perform in their classification and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.
- G. Seniority of Officers:
Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward of the Chapter shall, in the event of layoff only, be continued at work at all times, provided they can perform any of the work available in their classification.

H. Evaluations:

Employees will be evaluated at least once in every two (2) years with the year ending on June 30. Employees may be evaluated more often if warranted in the judgment of the supervisor.

I. Dual Classification:

Employees regularly scheduled to work in positions in more than one (1) classification shall accrue seniority in the classification in which the employee is regularly scheduled to work the majority of hours.

ARTICLE 10
SUPPLEMENTAL AGREEMENTS

By mutual consent, both parties may agree to negotiate supplemental agreements. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 11
LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work, available funds as determined by the Board, or any other reason as determined by the Board.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a District basis by classification. Seniority employees will be laid off according to seniority as defined in Article 9.
- C. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff. The Union secretary shall receive a list from the Board of the employees being laid off on the same date the notices are issued to the employees.
- D. An Employee shall be eligible to bump the least senior employee in another classification based on the employee's district seniority and provided he meets the minimum qualifications for the position. An employee shall not be eligible to bump into a position that has more regularly scheduled hours than the position held by the laid off employee.

ARTICLE 12
RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in inverse order with the last employee laid off to be the first recalled to a position for which he meets the minimum qualifications. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered a quit.

If an employee is not recalled within two (2) years from the effective date of his layoff, he shall be removed from the recall list. Extensions beyond two (2) years may be granted upon a written request from the employee on a yearly basis. It will be the responsibility of the employee to keep the Board informed of the employee's current address.

ARTICLE 13 **TRANSFERS IN AND OUT OF UNIT**

Transfer of Employees:

If an employee is transferred to a position under the Board not included in the unit and is thereafter transferred again to a position within the unit within sixty (60) days, he shall have accumulated seniority while working in the position for that sixty (60) days to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 14 **JOB VACANCIES AND TRANSFERS**

A. Vacancy Defined:

A vacancy shall be defined as a newly created position or a present, unoccupied position which the employer intends to fill. Vacancies may be filled on a temporary basis by non-bargaining unit members, but for no more than thirty (30) working days except as mutually agreed otherwise between the Board and the Union.

B. Posting Vacancies:

Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements and qualifications for the position, in a conspicuous place in each building, except that such seven (7) day period will be extended by one (1) day for each day school is closed due to inclement weather conditions. Employees interested shall apply in writing within the seven (7) calendar day posting period.

C. Filling Vacancies:

1. Vacancies shall be filled with the most senior applicant from within the posted classification provided he/she meets the minimum requirements and qualifications as determined by the employer.
2. In the event that there are no applicants from within the job classification or applicants from within the job classification do not meet the minimum requirements and qualifications for the position, the position shall then be open to employees in other job classifications and other applicants. The position shall then be awarded to the most qualified applicant as determined by the Board. In the event the qualifications are equal, as determined by the Board, the position will be awarded to the current bargaining unit member.

D. Trial Period:

1. In the event a current employee is selected to fill the vacancy, he shall be granted a twenty (20) working day trial period. During the twenty (20) working day trial period, the employee shall have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Chief Steward in writing by the Board with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.
2. In the event an employee reverts to his former position during the trial period, he must obtain the Superintendent's permission to exercise the provisions of the trial period and reversion defined in this Article for any vacancy that occurs within two (2) years of the employee's most recent reversion.
3. During the trial period, employees will receive the rate of pay for the job they are performing.
4. During the trial period, a substitute may be employed in the assignment that the bargaining unit member is vacating.

ARTICLE 15
VETERANS' REINSTATEMENT

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

ARTICLE 16
UNPAID LEAVES OF ABSENCE

- A. Leaves of absence, defined below in this section, for periods not to exceed one (1) year may be requested, in writing, without loss of seniority for:
1. Serving in any elected or appointed position, public or Union.
 2. Educational leave.
 3. Personal or family illness that extends beyond the provisions of the Family Medical Leave Act, the total not to exceed one (1) year.
 4. Leaves for reasons other than listed above may be granted at the discretion of the Board upon written request.

In granting of leaves, the Board will not be arbitrary or capricious.

- B. Requests for leaves of absence for maternity, illness, or illness in the family, shall be administered in accordance with the provisions of the Family Medical Leave Act (FMLA). Information describing applicable provisions of the FMLA will be made available at the district central office.
- C. Employees shall not accrue seniority while on an unpaid leave except for personal or family illness as defined in A3 above. Credit toward step advancement shall not be given to employees on the basis of time spent on any leave defined in this Article.

Employees returning from a leave of absence granted by the provisions of this Agreement shall be returned to the position they held at the time the leave of absence was granted, or if that position has been eliminated, to a position to which his seniority entitles him in his classification that he is able to perform. Such assignment shall be at the discretion of the Superintendent.

- D. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, may be allowed time off if it does not interfere with the operation of the school system.
- E. Employees working second shift will be allowed up to two (2) hours per month to attend Union meetings without loss of time or pay provided the employee completes his hours of work for that day.
- F. Bargaining unit members wishing to return from a leave of absence shall be required to notify the Board in writing of their intent to return as least ten (10) working days prior to the date of his return (unless return date specified on leave request). The Employer may require a statement from a physician of the employee's fitness for work.
- G. For leave of absence due to personal illness defined in A3 above the Board agrees to continue the employee's existing MESSA medical health insurance, life, and Long Term Disability insurance. This coverage will remain in effect until medical health insurance premiums are assumed by Long Term Disability or one hundred and twenty (120) calendar days, whichever occurs first. To the extent it is allowed by the insurance carrier(s), an employee may continue other fringe benefit coverages (such as dental, vision) through the Board by paying the premiums for such coverage.
- H. In cases of leaves for other purposes, insurance coverage will cease at the time the leave begins; except that the bargaining unit member who is on such unpaid leave of absence may, to the extent allowed by the insurance carrier(s), continue his insurance and other fringe benefit coverage through the Board by paying the premiums for such coverage.

ARTICLE 17

UNION BULLETIN BOARDS

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

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

ARTICLE 18
RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Board will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to a conference committee review.

ARTICLE 19
TEMPORARY ASSIGNMENTS

- A. When the Board is aware that a current employee will be absent from his position for sixteen (16) or more working days for a reason other than job vacancy (as outlined in Article 14 of this Agreement), a temporary assignment from among bargaining unit members will be made following the procedures outlined in Article 14 of this Agreement -- except that the vacancy will be posted for a period of four (4) calendar days rather than seven (7) calendar days. Should no bargaining unit members be interested in such position, it may be filled by a substitute from outside the bargaining unit.
- B. It is understood that if a person from within the bargaining unit fills such temporary assignment, the position that person vacates may be filled by a substitute from outside the bargaining unit.
- C. The employee filling the temporary assignment will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 20
JURY DUTY

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

ARTICLE 21
EQUALIZATION OF EXTRA WORK

- A. Extra work shall be divided as equally as possible among employees in the same classifications as defined below:
 - 1. Custodial and Secretarial
 - a. Extra work shall be defined as any work beyond the regular work day for each classification and work shift in the respective buildings. (Example: but not limited to after school hours, evenings and weekends.)
 - b. From time to time, part-time employees may be asked to work additional time during the regular work day. This will not be considered extra work for the purposes of this article.

2. Food Service
 - a. Extra work shall be defined as any work beyond the regular work day within that classification and work shift in the respective buildings. (Example: but not limited to after school hours, evenings and weekends.)
 - b. From time to time, part-time employees may be asked to work additional time during the regular work day. This will not be considered extra work for the purposes of this article.
3. Transportation
Extra work for transportation shall be defined as field trips, not including school day shuttles.

- B. Whenever extra work is required, the person with the least number of extra work hours in that classification will be called first and so on down the list in an attempt to equalize the extra work hours except in the case of transportation where extra work shall be distributed on a rotational basis beginning with the most senior driver.

A six (6) or more hour driver will not be allowed to take field trips that conflict with his extra run(s) that make that driver a six (6) hour or more employee; i.e. CLC, Career Center, PPI. Reasonable efforts will be made to insure that these drivers shall not lose their opportunities for extra work as described above.

- C. For the purpose of this clause, time/trips not worked because the employee was unavailable, or did not choose to work, will be charged against that employee. For all classifications, except transportation, the employee will be charged the average number of extra hours of the employees working during that callout period (two hour minimum). For transportation employees, the driver will be moved to the bottom of the rotational list.
- D. Extra work will be computed from July 1 through June 30 each year. Excess extra work will not be carried over each year and is subject to review at the end of each period.
- E. Compensatory time shall not be allowed in lieu of extra work.

ARTICLE 22

WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation Laws and the Board further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income, an amount to be paid by the Board sufficient to make up the difference between Workers' Compensation and his regular weekly income up to his accumulated vacation/sick leave time. Further, the Board will continue hospitalization for six (6) months after vacation/sick leave time is exhausted provided it is allowable by the insurance carrier.

ARTICLE 23
WORKING HOURS

- A. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that starts after 7:00 p.m., but before 4:00 a.m., Monday through Friday. Employees shall be assigned a regular shift with the exception of relief men. The Board shall have the right to set the commencement of any shift, provided that a notice of at least one (1) week is given, except the regular shift may be changed up to two (2) hours without the one (1) week's notice from time-to-time because of seasonal or weather factors and provided further that changes in the regular shift are not utilized by the Employer to deprive the employees of any benefits contained in this Agreement.
- B. Except when indicated otherwise on the Job Posting for a position, the normal work day for custodial-maintenance-grounds and clerical employees shall be eight (8) hours per day with one-half (1/2) hour for lunch not included in the normal shift.
- C. Except when indicated otherwise on the Job Posting for a position, the normal work day for cafeteria employees shall be six (6) or more hours per day (except in the elementary kitchens) based upon the needs of the operation with one-half (1/2) hour off for lunch not included in the shift.

Food Service workers will be allowed to work on the first day that school is closed due to seasonal weather or conditions beyond the control of the Board.

- D. Bus Drivers
1. Except when indicated otherwise on the Job Posting for a position, the regular work day for bus drivers shall be an established route as determined by the Board for a morning run, and afternoon run. The length of each run per day shall be the time it takes to safely make the entire route based on the season of the year in which it is run. The assignment of runs shall be made on the basis of bidding by seniority and qualification on an annual basis to be done each year to be held a minimum of ten (10) calendar days prior to school opening. Thereafter, and throughout the year, vacancies shall be filled according to Article 14. The regular runs shall be: Morning and Afternoon to and from school (minimum of two (2) hours work or two (2) hours pay for each run). All other runs shall be extra runs.
 2. Bus drivers shall be paid up to four (4) days at their regular rate based on their regular scheduled hours per day per year not accumulated due to school closing because of seasonal weather factors or other conditions beyond the control of the Board. In the event the State law changes regarding the make up of snow days, the Union and Board agree to re-negotiate this section. During the first four days school is closed because of seasonal weather factors, nine month employees may, at their request, be allowed to use personal leave or vacation leave for such days.

3. The Board agrees to pay for the cost of chauffeurs' licenses and other required D.O.T. certification for employees covered by this collective bargaining agreement who are required by law to have said licenses/certifications for work duties.
4. The Board agrees to pay for bus drivers' meals, while on approved trips, as follows:

| | | |
|-----------|---------------------------------------|--------------|
| Breakfast | between the hours of 6 a.m. & 8 a.m. | Up to \$4.75 |
| Lunch | between the hours of 11 a.m. & 1 p.m. | Up to \$5.75 |
| Dinner | between the hours of 5 p.m. & 7 p.m. | Up to \$8.25 |

Payment will be made on the basis of a signed receipt submitted to the business office.

5. There will be two person (most senior) rotations for noon bus run subbing. This will count as their "extra work". Employee must have at least one year of experience to be eligible for the rotation.
- E. Employees regularly scheduled to work the second shift shall receive twenty (20) cents per hour and employees regularly scheduled to work the third shift shall receive twenty-five (25) cents per hour additional compensation.
 - F. Employees scheduled to work eight (8) hours or more per day shall receive two (2) fifteen-minute breaks during each shift. Employees who actually work from four to six continuous hours per day will receive one (1) fifteen-minute break.
 - G. Employees reporting for extra work shall work and be guaranteed at least two (2) hours pay. In the event a driver is scheduled for a field trip and the driver is not notified of the trip being canceled, the driver shall be paid extended time from their regular run up to two (2) hours maximum.
 - H. Hours of work will not be cut to avoid a layoff or to employ part-time employees where full-time employees could be employed.
 - I. When there is a need for additional work due to seasonal demand or special circumstances, the work will be awarded by seniority as defined in Article 9 to regular bargaining unit members. The rate of pay for employees working in their classification shall be the rate of pay as established in Appendix B. The rate of pay for bargaining unit members working outside their classification shall be \$9.00 per hour. Schedules and or work assignments shall not be changed to make additional work available to bargaining unit members. The Board shall have full authority to determine if the awarding of additional work will hinder the bargaining unit member's ability to perform his/her regular work assignment.
 - J. Whenever possible substitute work will be awarded by seniority as defined by Article 9. Substitute work is defined as filling in for an absent bargaining unit member. The rate of

pay for this substitute work shall be one dollar (\$1.00) per hour more than the Board approved hourly rates of pay for non-bargaining unit substitutes. In the event that a bargaining unit employee is awarded substitute work within their current classification, the rate of pay shall be as established in Appendix B. The employer shall have full authority to determine if the awarding of substitute work will hinder the bargaining unit member's ability to perform his/her regular work assignment.

ARTICLE 24
OVERTIME

- A. Time and one-half shall be paid for all hours worked over eight (8) hours in any one day, and forty (40) hours in any work week.
- B. Double time shall be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay, unless school is in session.

ARTICLE 25
SICK LEAVE

- A. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, up to one hundred and twenty five (125) days. An employee while on paid sick leave will be deemed to be on continued employment for the purposes of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
 - 1. Up to five (5) days of accumulated sick leave may be used for illness in the immediate family residing in the household, or for the mother or father of the bargaining unit member whether or not they reside in the household. In extenuating circumstances, when an employee has exhausted the five (5) days, the Superintendent may grant the use of additional accumulated sick leave days (should any grievance be filed related to this item, it shall not proceed beyond Level III of the grievance procedures).
 - 2. Use of accumulated sick leave for other family members not residing in the household may be approved by the Superintendent on a case by case basis.
- B. Employees with at least ten (10) years of service, at the time of their MPSERS retirement, shall be compensated for unused accumulated sick leave on the following basis: Twenty-five percent (25%) of Accumulated Days at the daily rate of pay at the time of retirement. In the case of the death of the employee, this benefit will be paid to the employee's designated beneficiary.
- C. Hours that were contributed by employees to the sick bank during the 2007-08 school year shall be returned to those employees. The hours that remain in the sick bank will continue to be utilized until they are depleted. Upon depletion, sick bank will cease to exist. The administration of the sick bank will be as directed and authorized by the Union until the depletion of the hours.

- D. If during the work year (July 1 to June 30 for twelve month employees, the time scheduled during the regular school year for other employees), the employee uses no more than one (1) sick leave day, he will be compensated for one (1) additional day at his normal daily rate of pay at the conclusion of the work year.

ARTICLE 26
PERSONAL BUSINESS

- A. Two (2) days a year for conducting personal business that is of such a nature that requires the employee's presence during his working hours, and cannot be conducted at another time, shall be allowed. These days will not be available for personal convenience, vacation or recreation.
- B. Application for personal business leave is to be submitted in writing to the immediate supervisor not less than one (1) week in advance. In the case of emergencies, applications will be made as soon as possible. The second (2nd) personal leave day must be approved by the Superintendent and the second (2nd) personal leave day shall be deducted from sick leave.
- C. The employee shall state the reason for the personal business day.
- D. Personal Business days must be used in half day or whole day increments.

ARTICLE 27
FUNERAL LEAVE

- A. An employee shall be allowed up to five (5) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family in any contract year. Immediate family is to be: Brother, Sister, Mother or Father, Wife or Husband, Son or Daughter, Stepchildren, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, Grandchildren, Aunt, and Uncle.
- B. An employee shall be allowed up to one (1) working day as a funeral leave day, not be deducted from sick leave, for a death of a niece or nephew in any contract year.
- C. In the event of more than one (1) death in the immediate family in any contract year, the Superintendent may approve additional days that will not be deducted from the employee's accumulated sick leave.
- D. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, in any calendar year, to be deducted from sick leave.

- E. The Chapter Chairperson or his representative shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the District, for the exclusive purpose of attending the funeral.
- F. An employee shall be allowed to use sick leave for the exclusive purpose of attending a funeral for a death of other than above if approved in advance by the Superintendent or his designee.

ARTICLE 28
HOLIDAY PROVISIONS

- A. The paid holidays for six (6) hours or more per day employees are designated as:

| | | |
|----------------|------------------------|---------------------------|
| New Year's Day | Labor Day | Christmas Day |
| Good Friday | Thanksgiving Day | Day before New Year's Day |
| Memorial Day | Day after Thanksgiving | |
| Fourth of July | Day before Christmas | |

Employees will be paid their current rate base on the normal day for said holidays. Employees must work or have approved paid leave on the day before and the day after holidays to qualify for holiday pay.

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. If school is in session on any of the above holidays, another day will be substituted.

ARTICLE 29
VACATION ELIGIBILITY

- A. Employees six (6) hours or more per day shall earn credits toward vacation with pay in accordance with the following schedule:

| | |
|---------|----------------------------|
| 5 Days | after 1 year |
| 10 Days | after 2 to 5 years |
| 15 Days | after 6 to 13 years |
| 20 Days | after 14 years to 25 years |

After 25 years, an employee will earn one (1) additional day of vacation time following the completion of each additional two (2) years of employment to a maximum of 25 days.

- B. The proration of vacation time under this Article will be computed by the number of hours worked in relationship to a two-thousand eighty (2080) hour work year. Any employees hired after July 1, 1984, will be covered by this paragraph.

- C. Current employees working less than twelve months per year will remain at their present benefit level, as of July 1, 1984. (See Appendix A.)
- D. Overtime, extra duty, or additional work will not be used in calculating vacation time.
- E. Bargaining unit members who work less than 2080 regular hours shall not take vacation during days when school is in session. Exceptions to the above can be made by the Superintendent in emergency situations.
- F. When an employee's accumulated vacation leave is less than a half day, they can make arrangements with their immediate supervisor to utilize that time prior to their anniversary date in that fiscal year.

ARTICLE 30
VACATION PERIOD

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. If possible, vacations may be tentatively granted or denied within five (5) days of the submission of the application.
- B. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. A doctor's certificate may be required.
- F. If an employee is laid off, retired, or severs his employment, he will receive any unused vacation including that accrued in the current calendar year. A recalled employee who received credit for vacation at the time of layoff for the current year will have such credit deducted from his vacation the following year.
- G. Employees will be paid their current rate based on their regular scheduled days, not to exceed eight (8) hours per day, while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 31
INSURANCE COVERAGE

The employer agrees to pay for the following coverage, except for employee prescription and premium co-pays as defined, for employees working six (6) or more hours per day:

PLAN A

MEBS CMM Wrapped Medical Insurance Plan
(Wrapped to 3 Star LA High) (\$5,000 Basic Term Life)

Caremark Prescription co-pay \$10/\$40 2X:

- for single subscriber the Board will pay \$5 per prescription up to a maximum of \$100.
- for two person and full family the Board will pay \$5 per prescription up to a maximum of \$200.

\$100/\$200 Deductible

Negotiated Life \$15,000 with AD & D

Vision Plan MEBS Vision Plan Comparable to VSP-3 Plus as per July 1, 2003

Dental Plan MEBS Dental Plan Comparable To Delta Dental as per July 1, 2003
100:90/90/90
(\$1,000 Annual maximum Class I, II & III Benefits)
(\$1500 Lifetime maximum Class IV)

LONG TERM DISABILITY INSURANCE

66 2/3% Benefit Percentage
\$2000 Max. Mo. Benefit
120 Day Modified Fill
Maternity Coverage
Preexisting condition waiver
Freeze on Offsets
Alcoholism/Drugs – 2 years
Mental/Nervous – 2 years
No cost of living benefit

Full-time employees (six or more hours per day) not selecting Plan A above are eligible for the plan B coverage described below:

PLAN B

Plan B shall include the negotiated life, vision, dental, and long-term disability coverage as described in plan A and \$120 cash per month in lieu of the medical health insurance.

Bargaining unit members whose regularly scheduled working day is less than six (6) hours per day, (i.e. thirty (30) hours per week but at least four (4) hours per day (i.e. twenty (20) hours per week) may purchase medical health insurance.

It is understood the employee is responsible to make his/her payment in advance for the following month, unless specific arrangements are made otherwise with the Superintendent. If payments are to be made during the summer when the employee is not receiving a regular paycheck from the district, payment for summer months must be made in advance (or in a manner as approved by the Superintendent or such insurance benefits will be terminated.

Employees will pay 10% of their health benefits package. Any increase for the life of this agreement above 8% will also be covered by the employee. Contributions will be deducted from 20 consecutive pays beginning with the first pay in September.

Employees working less than six hours per day who cannot qualify as head of household can purchase MEBS CMM Wrapped Medical Insurance Plan - full cost to be paid by employee.

ARTICLE 32 PHYSICALS

The Board agrees to pay the full cost of medical examinations, injections, tests or classes if required by the Board for continuing employment. The Board reserves the right to specify the medical provider.

ARTICLE 33 COMPUTATION OF BENEFITS

Hours paid to an employee shall be considered as hours worked not to exceed forty (40) hours per week for the purpose of computing any of the benefits under this Agreement.

ARTICLE 34 WORK PERFORMED BY SUPERVISORS

Supervisors will not be used for the purpose of replacing members of the bargaining unit.

ARTICLE 35
BUS DRIVERS - OVERNIGHT TRIPS

Bus drivers on overnight trips will be paid waiting time for layovers, and a maximum of eight (8) hours which will be at no pay while sleeping.

ARTICLE 36
BONUS

Employees less than six (6) hours per day who receive a satisfactory evaluation from the Superintendent shall receive a fifty dollar (\$50) bonus at the conclusion of the work year.

ARTICLE 37
TERMINATION AND MODIFICATION

This Agreement shall become effective as of July 1, 2011, and continue in full force and effect until July 1, 2014.

- 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.
- 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2011.

FOR THE UNION;

FOR THE BOARD;

Chairperson

President

Vice Chairperson

Vice President

Chief Steward

Superintendent

AFSCME Staff Representative

Assistant Superintendent

APPENDIX A

July 1, 2011 - June 30, 2012

| | <u>Start</u> | <u>After Probation</u> | <u>One Year</u> | <u>Two Years</u> |
|--|---------------|----------------------------|---------------------|----------------------|
| Custodian | 14.58 | 15.88 | 16.10 | 16.44 |
| Clerical | 14.58 | 15.88 | 16.10 | 16.44 |
| Cook (Lead cooks receive annual stipend of \$700.00) | 12.99 | 13.55 | 13.70 | 13.94 |
| Stock/Delivery | | | | 15.19 |
| Bus Driver (Driver waiting time) | 14.49 9.91 | 14.90 9.91 | 15.38 9.91 | 15.91 9.91 |
| Lead Driver (Lead driver receives annual stipend of \$700.00) | | | | 16.18 |
| Mechanic | 16.66 | 16.80 | 17.10 | 17.35 |
| Maintenance | 16.66 | 16.80 | 17.10 | 17.35 |

July 1, 2012 - June 30, 2013

| | <u>Start</u> | <u>After Probation</u> | <u>One Year</u> | <u>Two Years</u> |
|--|----------------|----------------------------|---------------------|----------------------|
| Custodian | 14.78 | 16.08 | 16.30 | 16.64 |
| Clerical | 14.78 | 16.08 | 16.30 | 16.64 |
| Cook (Lead cooks receive annual stipend of \$700.00) | 13.19 | 13.75 | 13.90 | 14.14 |
| Stock/Delivery | | | | 15.39 |
| Bus Driver (Driver waiting time) | 14.69 10.11 | 15.10 10.11 | 15.58 10.11 | 16.11 10.11 |
| Lead Driver (Lead driver receives annual stipend of \$700.00) | | | | 16.38 |
| Mechanic | 16.86 | 17.00 | 17.30 | 17.55 |
| Maintenance | 16.86 | 17.00 | 17.30 | 17.55 |

July 1, 2013 - June 30, 2014

| | <u>Start</u> | <u>After Probation</u> | <u>One Year</u> | <u>Two Years</u> |
|--|----------------|----------------------------|---------------------|----------------------|
| Custodian | 14.98 | 16.28 | 16.50 | 16.84 |
| Clerical | 14.98 | 16.28 | 16.50 | 16.84 |
| Cook (Lead cooks receive annual stipend of \$700.00) | 13.39 | 13.95 | 14.10 | 14.34 |
| Stock/Delivery | | | | 15.59 |
| Bus Driver (Driver waiting time) | 14.89 10.31 | 15.30 10.31 | 15.78 10.31 | 16.31 10.31 |
| Lead Driver (Lead driver receives annual stipend of \$700.00) | | | | 16.58 |
| Mechanic | 17.06 | 17.20 | 17.50 | 17.75 |
| Maintenance | 17.06 | 17.20 | 17.50 | 17.75 |

APPENDIX B

**GRIEVANCE FORM
Master Agreement
Michigan Council 25 -- AFSCME, AFL-CIO
Big Rapids Public Schools Board of Education**

=====

Grievance # _____

This form to be submitted to:

1. Supervisor
2. Superintendent
3. Chief Steward OR Steward
4. Grievant(s)

Submit form to Supervisor in Duplicate

=====

Name of Grievant _____

Assignment of Grievant _____

Building Where Grievant Works _____

=====

LEVEL ONE

A. Date Cause of Grievance occurred _____

B. Date alleged occurrence was discussed with Supervisor _____

C. 1. Articles of Contract Violated:

2. Statement of Grievance:

3. Relief Sought:

Grievant's Signature _____ Date _____

D. Disposition of Supervisor (within 5 working days of discussion:

Signature _____ Date _____

If additional space is needed in reporting C-2, C-3 or D, attach additional sheet.

Level One Continued on Next Page

E. Position of Grievant and/or Big Rapids Public Schools AFSCME:

Comments:

_____ Grievance advanced to Level Two (within 5 working days)

Signature _____ Date _____

LEVEL TWO

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee (within 10 working days):

Signature of Superintendent _____ Date _____

C. Position of Grievant and/or Big Rapids Public Schools AFSCME:

_____ Grievant Advanced to Level Three (within 5 working days)

Signature _____ Date _____

LEVEL THREE

A. Date Received by Board of Education _____

B. Disposition of Board of Education (within 25 working days):

Signature for Board of Education _____ Date _____

C. Position of Union:

_____ Grievance Advanced by Union to Level Four (within 25 working days)

Signature _____ Date _____

LEVEL FOUR

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator:

Signature _____ Date _____