PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

Section 1. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and working conditions.
- B. The term "employee" as used herein shall include all payroll clerks, switchboard operators, Secretarial, Clerical, Bookkeepers, Assistant Librarians, Office Aides and all Teacher Aides of the Employer excluding Confidential Employees, Supervisors, as defined in the Act, and all other employees of the Board.

Section 2. Agency Shop

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) calendar days of the effective date of this Agreement or within (90) calendar days of their date of hire by the Board, whichever is later, become members, or as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article, so long as the employee is not more than sixty (60) calendar days in arrears of such dues or fees.
- C. Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union.

- D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State law.
- E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- F. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.
- G. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Union that an employee must be discharged because the employee has not complied with this section.

Section 3. Checkoff

- A. The Board shall deduct the initiation fee and Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month following that month which said deductions were made, together with a listing of each employee, the employee's social security number and the amount that is deducted each month, provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made. The Union will supply to the Board of Education by July 1 of each year in writing the name of the financial officer.
- B. Such monies, as and when deducted shall be kept separate from the Board's general funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

ARTICLE 3

NONDISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, or disability as defined by The Americans with Disabilities Act.

VISITATION

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

ARTICLE 5

STEWARDS

- A. The employees shall be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Board in writing by the Union.
- B. Reasonable arrangement may be made to allow the Chief and the Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with their supervisor.
- C. During their term of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purpose of lay off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.
- D. The Board shall supply the Chief Steward the following information within a newly hired employee's first week of employment: name, date of hire, social security number, classification and job location.
- E. At the Union's request, the Chief and Alternate Stewards shall be granted up to two (2) days per year without loss of pay to participate in Union sponsored activities.

ARTICLE 6

SAFETY PRACTICES

- A. The board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Michigan Occupational Safety and Health Act, State and local regulations.
- B. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing, and further, recognize that

- failure to comply with said rules and regulations will subject the employee to disciplinary action including discharge.
- C. The Board shall develop and implement a standardized policy and procedure for addressing student health problems such as, infectious diseases, head lice, and etc., and shall provide the necessary training for those members involved with these problems.

JURISDICTION

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation or in case of emergency or except for:

- 1. Teachers preparing their classroom materials.
- 2. Students assigned to assist in an office.
- 3. Work performed by Administrators.
- 4. Work performed historically by non-bargaining unit personnel provided such persons shall in no way effect the employment status of the employees covered by this Agreement.

ARTICLE 8

CONTRACTUAL WORK

The right of contracting and subcontracting is vested in the Board. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

ARTICLE 9

SENIORITY

A. A newly hired regular employee shall be on probationary status for sixty (60) work days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative shall work additional days equal to the number of days absent, or equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.

- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in paragraphs (c) and (f) of the Article.
- C. In the event that the Board determines that it is necessary to reduce the number of employees through the lay off procedure, the Board will make every effort to give the effected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled lay off is to be effective. Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay off shall have the right to exercise their seniority and displace a lesser seniority employee in a lower series classification, due to lay-off that employee shall use school district seniority. In the event that the Board determines that it is necessary to reduce the number of hours of an employee a ratio of 4 to 1 will be used. An employee must have their hours reduced by more than 1 hour before bumping rights can occur. If a position is eliminated, the affected employee will have the right to exercise their seniority to displace a lesser seniority employee in his/her classification or lower. The employee will use classification seniority for this purpose.
- D. An employee will lose their seniority for the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause and such discharge is not reversed through grievance procedure.
 - 3. The employee retires.
 - 4. The employee is laid off for a period of time equal to the amount of time that the employee has been employed by the Board, with such employee to have recall rights for no less than one (1) year, but no more than three (3) years.
- E. Seniority shall be retained for an employee who transfers to either a confidential position, or any other position outside of the bargaining unit within the school district, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, in the event that such employee vacates either their confidential position or their position outside of the bargaining unit and returns to the bargaining unit.
- F. An updated seniority list shall be furnished to each employee covered by this Agreement and a copy sent to the Union on or about October 1st of each year. Such list shall contain each employee's name, date of hire, classification seniority, job location and classification. Seniority in classification shall be as of the date of entry into the classification.

PROMOTIONS AND TRANSFERS

SECTION ONE - OPEN & ELIMINATED POSITIONS

- A. There will be two (2) bid meetings held each year. The first bid session will be held in August, prior to the start of the school year and the second to be held in December with assignments to begin after the holiday break.
 - Positions that open between bid sessions will be filled with a sub until the next regularly scheduled bid session.
- B. Prior to each scheduled bid meeting bargaining unit members shall receive the following information on positions subject to the bid process:
 - 1. Job Title, if Instruction Aide with Inclusion responsibilities, Inclusion will be indicated.
 - 2. The classification
 - 3. The job location
 - 4. The starting date
 - 5. The hours to be worked
 - 6. The rate of pay
- C. Employees covered by this Agreement shall be offered the opportunity to take those tests required by the Board for the purpose of qualifying for positions that may become available. Said test shall be offered once every six months. Members of the bargaining unit shall be notified in writing at least two (2) weeks in advance of the testing dates. Employees who desire to take the tests shall notify the Director of Human Resources of their intent. Test results shall be maintained in the employee's personnel file indicating their qualifications for bidding process.
- D. For positions that are eliminated, employees shall be given 3 days to execute their right to bump a less senior employee in same or lesser classification.
- E. Employees in the Docutech Operator position may not be bumped from the position; however, if the position is vacant employees may bid on the position subject to the bidding process Article 10, Section 1, A.
- F. If there is an opening in one of the following positions: B-1, B-2, S-1 or S-2 Elementary Secretary; eligible employees meeting the minimum qualifications for the position as established by the district will be interviewed for the position. Interview will take place within 10 working days of the posting deadline. All bargaining unit members are encouraged to prepare and train for vacancies. The interview team will include one member of the bargaining unit selected by the union. The Board shall select the most qualified applicant for the position. If qualifications are equal, the

most senior applicant will be hired. If a lesser seniority employee is chosen for the position, all affected employees will be notified and will, if requested, receive a written explanation as to the reason(s) they were not granted the position. Vacancies in all other classifications will be awarded to the most senior employee in the highest classification making application.

SECTION TWO - PROBATIONARY PERIOD - VACANCIES

A transferred or promoted employee shall serve a probationary period of sixty (60) working days. During this sixty (60) working days probationary period, the employee may request to be returned to their former position and the Board shall honor such request, or in the event that the employee's work performance is unsatisfactory to the Board, the Board shall have the right to return the employee to their former position. In the event that the Board returns the employee to their former position, the Board shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory. The employee upon receiving reason or reasons as to why their performance was unsatisfactory and as to why they are being returned to their former position, shall have the right to grieve the written reason or reasons that have been furnished to the employee. During the time period that the employee is serving the sixty (60) working days probationary period, the Board may fill any subsequent vacancies with a substitute employee, upon the Board making the vacated position available as specified under Section 3, Temporary Vacancies, or this Article.

SECTION THREE - TEMPORARY VACANCIES

In the event of a temporary vacancy for a specified period of time greater than twenty (20) working days, the Board shall have the right to hire a temporary employee during the duration of the vacancy, provided that the Board offers the position to the existing employees who are working fewer hours within that same classification. In the event that an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired temporary employee may fill the temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment. In the event that the employee returns to their former position, then the effected employees will revert to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as of the date that such determination is made, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

SECTION FOUR - TEMPORARY POSITION

The district, after written notification to the Union, may create temporary positions to perform duties not currently performed by the bargaining unit members. However, such temporary positions shall not extend beyond ninety (90) calendar days unless mutually extended, in writing, by the parties. In the event the Board determines that the temporary position will continue, the position shall be posted and filled as a bargaining unit position per Section One of this Article.

SECTION FIVE – TEMPORARY TRANSFERS

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.
- B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered to be open, and posted for bidding from interested employees at the next regularly scheduled bid session.

ARTICLE 11

NEW JOBS

- A. The Board shall notify the Union in writing when new or revised job duties are required during the term of this Agreement. In the event that they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date that the employee first began working in the temporary classification except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to arbitration. When a new classification has been assigned for the temporary classification during the specified period of time or as a result of final negotiation, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE 12

DISCIPLINE AND DISCHARGE

A. Dismissal, suspension, and/or any other disciplinary action of a non-probationary employee shall be only for just and stated causes. All action taken by the Board under this Article shall be furnished to the effected employee or employees in writing,

with a copy to the Chief Steward and a copy sent to the Union. The employee shall have the right to defend themselves against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, dishonesty, insubordination, willful violation of agreed upon Board rules.

- B. A non-probationary employee may be dismissed, suspended, or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.
- C. The Union with specific written consent of the employee shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making the request shall have the right to review the contents of their own personnel files maintained by the Board in accordance with the Bullard-Plawecki Act. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.

ARTICLE 13

UNPAID LEAVES OF ABSENCES

- A. In order to be eligible for an unpaid leave of absence, an employee must have completed twelve (12) months of service with the district.
- B. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of compensation other than sick leave to a maximum of-thirty (30) days shall be granted a leave of absence up to a maximum of twelve (12) months, provided the employee notified the Board of the necessity therefore, and provided further, that the employee supplies the Board with a written statement from their medical or osteopathic doctor of the necessity, length of time and for the continuation of such leave when the same is requested by the Board. An employee may request an extension of an unpaid leave of absence for up to an additional twelve (12) months, provided the employee requests the extension in writing thirty (30) calendar days prior to the termination of the original leave and provides appropriate medical documentation. For leaves protected under the Family and Medical Leave Act (FMLA), the employee must use all of his/her accrued paid vacation leave, sick leave, and personal leave concurrent with the FMLA leave.
- C. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, children, or

parents of the employee up to a maximum of twelve (12) months. An employee may request an extension of an unpaid leave of absence for up to an additional twelve (12) months, provided the employee requests the extension in writing thirty (30) calendar days prior to the termination of the original leave and provides appropriate medical documentation. For leaves protected under the Family and Medical Leave Act (FMLA), the employee must use all of his/her accrued paid vacation leave and personal leave concurrent with the FMLA leave.

- D. Unpaid leaves of absence for reasons other than medical leave may be granted up to a maximum of twelve (12) months. An employee may request an extension of an unpaid leave of absence for up to an additional twelve (12) months provided the employee requests the extension in writing thirty (30) calendar days prior to the termination date of the original leave, and provided further that the Employer and the Union agree to the extension. The employee must use all of his/her accrued paid vacation leave and personal leave prior to taking an unpaid leave of absence.
- E. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution. Proof that the leave is being used for training purposes will be required in writing.
- F. Whenever an employee shall become pregnant, the employee shall by the end of the fourth (4th) month furnish the Board with a statement from a physician stating the approximate date of delivery and any restrictions on the nature of work that the employee may be able to do and the length of time the employee may continue to work. When the employee is required to interrupt employment upon the advice of her physician, the employee may use sick days during her disability or the employee shall immediately be granted a leave of absence. Upon return to work from any unpaid medical leave, the employee will be required to furnish a signed medical statement to the Board from the physician indicating that the employee is physically able to return to work.
- G. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, be determined in accordance with the provision of the law granting such rights.
- H. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- I. Any employee in the bargaining unit who is either elected or appointed to full time office or position in the Union whose duties require their absence from work may be

granted a leave of absence for the term of such full time position or office in the Union.

- J. All requests for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be sent to the Board, and a copy sent to the Union by the employee making the request. Should the circumstances upon which the leave of absence was granted change, the employee must notify the Superintendent within ten (10) working days of the change in circumstances. An employee who is granted a leave of absence, without pay as per their written request for such leave, then uses the leave for a purpose other than the reason requested, said employee shall be subject to disciplinary action by the Board, including termination.
- K. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay, and shall not accumulate seniority during the leave of absence and the employee shall be entitled to resume the position they held prior to the unpaid leave, if available. If the job is not available, the employee may exercise their bumping rights. Leaves of absence may be granted at the discretion of the board for reasons other than those listed above when they are deemed beneficial to the Board. If an employee becomes incapacitated due to an accident on the job or occupational disease, he/she may be employed at other work within the school district suitable to his/her physical condition provided that such alternative employment shall not adversely affect the employment status of other members of the bargaining unit.
- L. The Board shall grant a leave of absence for childcare reasons, without pay, upon written request for such leave. Under normal circumstances, original requests for childcare leave shall be given to the district twenty (20) days prior to the beginning of said leave. Such leave of absence shall be for a period of one (1) year, one (1) semester, or one (1) marking period, whichever is requested. In the event of a miscarriage, the leave may end at the option of the employee.

Up to an additional year's leave will be granted upon the request of the employee, to be requested thirty (30) calendar days prior to the end of the leave. An employee returning from a leave of more than one year shall be returned to a position for which he/she has sufficient seniority in the same or lower classification.

- M. In all of the above leave requests, the Board may choose to waive the 30-day notification requirement.
- N. No employee will be allowed to work elsewhere during their unpaid leave of absence, unless approved by the Board at the time that the leave of absence request is made. If it is found that an employee violates the provisions of this section, they will be subject to disciplinary action, including termination.

GRIEVANCE PROCEDURE

DEFINITIONS

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.
- C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. A grievance concerning alleged safety hazards may be processed directly to Step three (3) of the Grievance Procedure upon the employee having orally discussed the grievance with their immediate supervisor.
- E. Any employee or Union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. Any grievance which is not appealed within the specified time limits set forth in the Step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of the Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

PROCEDURE

STEP ONE

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor and then if the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the Chief Steward to discuss the grievance.
- B. The Chief Steward then may submit the grievance in writing to the immediate supervisor, stating the remedy or correction requested, plus the facts upon which the

grievance is based, and the alleged contract violation and the relief requested. The employee and the Chief Steward shall sign the grievance.

STEP TWO

- A. The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his decisions in writing relative to the grievance within five (5) working days of his meeting with the Chief Steward.

STEP THREE

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools or designee within five (5) working days from the date of written receipt of the answer given by the immediate supervisor, and the Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- B. The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within five (5) days of the date of the meeting with the Business Representative of the Union.

STEP FOUR

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within five (5) working days from the date of receipt of the answer given by the Superintendent of Schools, the grievance may be appealed to the Board of Education, and the Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a mutually agreed upon time.
- B. The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the date of their meeting with the Business Representative of the Union.

STEP FIVE - ARBITRATION

A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.

- B. The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period as is furnished to the parties by the American Arbitration Association. Each party upon returning their listing of the potential arbitrators to the American Arbitration Association shall indicate as to their preference of the arbitrator by the numbering of said arbitrator one (1) through seven (7). The American Arbitration Association upon receipt of the returned lists by the parties shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.
- C. In the event that neither party returns the listing of said arbitrators to the -American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing based on the highest preference of that party that did return their listing within the specified time period. In either of these instances both of the parties shall accept that person as the arbitrator.
- D. The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.
- E. The fees, expenses and filing of the Arbitrator shall be borne solely by the non-prevailing party. In the event that the Arbitrator grants an award which is either not clearly in favor of either party, or does not grant the total relief that the Union is requesting but yet does not rule totally in favor of the Board, expenses and filing fees of the arbitrator shall be shared equally between the parties.
- F. The Arbitrator shall not have the jurisdiction to subtract from or modify the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto.
- G. Each party shall be responsible for the expenses of the witnesses that they may call.
- H. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.
- I. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- J. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Board, and the Union.

HOURS AND WORK WEEK

SECTION ONE - WORK WEEK AND DAY

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 120 hours thereafter.
- B. Lunch Hours and Rest Periods
 - 1. Eight (8) hour employees-two fifteen (15) minute breaks and a thirty (30) minute uninterrupted lunch.
 - 2. Six (6) or more, but less than eight (8) hour employees-two (2) fifteen minute breaks and a thirty (30) minute unpaid lunch.
 - 3. Four (4) or more hours, but less than six (6) hour employees-one fifteen minute break and a thirty (30) minute unpaid lunch.
 - 5. More than three (3), but less than (4) hour employees one fifteen (15) minute break.

SECTION TWO- OVERTIME RATES WILL BE PAID AS FOLLOWS:

- A. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- B. Time and one-half (1 1/2) will be paid for all hours worked on Saturday.
- C. Double time will be paid for all hours worked on Sunday.
- D. No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four (24) hour period or for any hours worked in excess of forty (40) hours in one work week.
- E. All time paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

SECTION THREE - DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to seniority within the building and among those employees within that classification who regularly perform such work.

SECTION FOUR - CALL IN PAY

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is higher.

SECTION FIVE - REPORTING PAY

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay or in the event that the employee is regularly scheduled to work less than two (2) hours per day, that employee shall receive their regular daily rate of pay.

ARTICLE 16

SICK LEAVE AND FUNERAL LEAVE

SECTION ONE- SICK LEAVE

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit as to the number of hours they may accumulate. One (1) day sick leave per month is only earned for the months that the employee draws a pay check from the Board.

Upon retirement, an employee shall receive four dollars and fifty cents (\$4.50) for each unused sick hour to a maximum payment at retirement of 1056 hours or \$4752.00. To be eligible, an employee must retire from the District and must qualify for state retirement. Clarification of a day: 1 day equals 8 hours. When an employee that works less than an 8 hour day retires, the payout would be prorated accordingly.

Any employee who reaches 1056 hours in their sick bank will have the option of continuing to accrue sick days or may at the end of the fiscal year request payment for days over 132 (1056 hours) to a maximum of twelve (12) per fiscal year at a rate of twenty-five dollars (\$25.00) per day. One day equals eight hours.

- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted for personal illness of mother, father, spouse, child, ward or any family member which resides in the employee's household and requires the care and attention of the employee.
- C. Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of that fact before the start of the work day. In the event that an illness or disability extends beyond the first (1st) work day, the

- employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.
- D. Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about October 1st of each year.
- E. If it is necessary for a bargaining unit member to be absent from duty due to illness or injury under Workers' Compensation, they shall have the option to receive the difference between regular compensation and workers' compensation benefits deducted from their sick bank.

SECTION TWO - FUNERAL LEAVE

- A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean the employee's natural parents, stepparents, siblings, spouse, children, step-children, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law and spouse's parents. Additional time shall be charged to sick leave. In the event of the death of an aunt or uncle, the employee will be allowed one day per occurrence for a maximum of two (2) occurrences per fiscal year.
- B. Bargaining unit members may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the employee's supervisor.

SECTION THREE-PERSONAL DAYS

Employees shall be granted two (2) personal days per year. Personal days cannot be used before or after any scheduled school vacation period or scheduled non-instructional day. An employee must fill out a written personal day request form and submit it to their supervisor at least two (2) working days in advance. There will be a limit of two bargaining unit employees (who require substitutes) per building being granted personal days on the same day. Personal days will be granted by the supervisor on a first come, first serve basis. Once the limit is reached in a building, all subsequent personal day requests (for positions requiring a substitute) for that day will be denied. Unused personal days will go into the employee's sick bank at the end of the fiscal year.

ARTICLE 17

HOLIDAYS

A. The Board will pay the normal day's pay for the following holidays, according to the below specified schedule, for those eligible employees covered by this Agreement, even though no work is performed by the employee:

Twelve Month Employee

New Year's Eve Day Labor Day

New Year's Day
Good Friday
Thanksgiving Day
Day after Thanksgiving

Memorial Day

July Fourth

Martin Luther King Day*

Christmas Day

Christmas Eve Day

President's Day*

Ten Month Employees

New Year's Eve Day Martin Luther King Day*

New Year's Day Labor Day

Good Friday Thanksgiving Day
Memorial Day Day after Thanksgiving

Christmas Eve Day Christmas Day

*If school is not in session. If school is in session on either of these days, another non-instructional day will be chosen at the discretion of the Board to replace that day.

- B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to their regular holiday pay, except*.
- C. In the event that an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall be paid an additional day's pay for the holiday. In the event that the employee is on paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- D. The employee must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday to be eligible for holiday pay, except in the case where the absence of the employee is a paid absence.

ARTICLE 18

VACATIONS

- A. Each employee covered by this Agreement who works twelve (12) months per year shall receive an annual paid vacation with such vacation to be granted based on the following schedule. Employees at their request may carry up to one (1) week of vacation into the next year.
 - 1. One year of service two (2) weeks vacation with pay
 - 2. Five years of service three (3) weeks vacation with pay
 - 3. Ten years of service four (4) weeks vacation with pay

- B. Vacation requests shall be scheduled through the employee's immediate supervisor. Keeping in mind the needs of the district, employees are encouraged to take their vacation during a time when school is not in session. However, no vacation will be taken during the week prior to the start of school. Vacations which are taken at any other time of the year other than during the non-session school days must have the approval of the immediate supervisor. Employees must be employed a minimum of one (1) year to be eligible for a paid vacation.
- C. Employees terminating employment or who are placed on a leave of absence shall receive pro-rata vacation allowance based on 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the employee's termination date, or the date that the employee is placed on the leave of absence, whichever is applicable.
- D. When an employee moves from a 10 month to 12 month assignment, they shall be credited with the total number of months worked as a 10 month employee toward vacation earnings. (Example: An employee who has worked for the District as a 10 month employee for five years and then moves to a 12 month position will be credited with fifty (50) months of vacation credit. They will be entitled to two weeks of vacation. After reaching sixty (60) months of credit, they shall be entitled to three weeks of vacation.) Employees moving from 10 month to 12 month positions may not take vacation time until they have worked 12 months in their new position.

INSURANCE PROTECTION

SECTION ONE -HOSPITALIZATION INSURANCE

The Board will provide for each full time employee (employees scheduled to work a minimum of 1600 hours within the school year, July 1 to June 30) the full premium for the employee, according to family status, at the present time, MESSA Choices II is provided. In the event other bargaining units negotiate alternate health care coverage during the term of this Agreement, the Union will be notified, in writing, and will have the opportunity to negotiate equivalent coverage.

In addition, employees who have access to insurance from another source will have the option of participating in such coverage in order to provide for the coordination of benefits.

A. A \$15.00 per month employer contribution to an employee flexible spending account effective October 1, 2005.

*For employees who elect the district's medical insurance, this contribution shall be paid toward the cost of the medical insurance premiums pursuant to IRS Section 125. For employees who opt out of MESSA Health Care, this contribution shall be made to the employee's flexible spending account for any permissible purpose; pursuant to IRS Section 125.

SECTION TWO- DENTAL INSURANCE

Full-time employees (employees scheduled to work a minimum 1600 hours) will receive, in addition to health insurance, payment by the Board of insurance premiums for dental care coverage comparable to Delta Dental Insurance 80/80/80, according to family status.

SECTION THREE- LONG TERM DISABILITY INSURANCE

The Board shall pay the full premium for full time twelve month employees for a Long Term Disability Insurance which shall include the following.

- 1. The plan shall have a ninety (90) calendar days waiting period with the employee to receive the payments for such insurance as of the ninety-first (91st) calendar day.
- 2. The plan would pay the premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
- 3. The Plan would pay sixty percent (60%) of the employee's normal monthly earning to a maximum monthly benefit of \$2500.00.

SECTION FOUR-LIFE INSURANCE

The Board shall pay the full premium for a \$20,000.00 term life insurance policy for all bargaining unit members working more than four (4) hours per day except as provided in Section Seven (7).

SECTION FIVE -VISION CARE

The Board shall provide Vision Care Insurance for all eight (8) hour employees and the employee's dependents which shall be comparable to VSP III Vision.

SECTION SIX-OTHER OPTIONS

For eligible employees who decline enrolling in neither the health nor the dental plans provided for in Sections One and Two above, the Board will pay \$120.00 per month.

For eligible employees enrolling in only the dental plan provided in Section Two above, the Board will pay \$60.00 per month.

SECTION SEVEN- PRO-RATED INSURANCE

1. Members who participate in the districts Health Care/Dental Plan on June 30, 2005 will be grandfathered according the pro-rated schedule as follows:

4.01 hours to 5.0 hours – 62.5%

```
5.01 hours to 6.0 hours – 75.0%
6.01 hours to 7.0 hours – 87.5%
7.01 hours or more – 100.0%
```

The pro-ration will be adjusted annually as determined by the employee's schedule. The employee will pay the balance through authorized payroll deduction.

- 2. Any employee who is scheduled to work 1600 hours or more, within the school year (July 1 to June 30), excluding holidays, is eligible to participate in the district health care plan.
- 3. Employees scheduled to work 1080 hours, within the school year (July 1 to June 30), excluding holidays, who were not participating in the district's Health Care/Dental Plan on June 30, 2005 are eligible to participate in the district's HealthCare/Dental Plan at a 50/50 share of the cost.

SECTION EIGHT-FOUR (4) HOURS OR LESS EMPLOYEES

- A. Employees scheduled to work four (4) or fewer hours per day, whether twelve (12) month or school term will receive no insurance benefits unless such employee was on the seniority list on July 1, 1981.
- B. Employees working four (4) or fewer hours subject to this grandfather provision will receive pro-rated health and/or dental. Such employees shall also receive life insurance in accordance with Section four above, regardless of hours worked.

SECTION NINE- PAYMENT OF PREMIUM

The Board shall pay the herein described insurance premiums for the full twelve (12) months of each year.

SECTION TEN -CARRIERS

The Board reserves the right to obtain coverage comparable to those provided in Sections One through **five** above through insurance carrier(s) appointed by the Board.

SECTION ELEVEN-LIMITS OF LIABILITY

- A. Not withstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
- B. The Board, by the payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure of any insurance company to provide any of the benefits for which it has contracted for any reason, shall not be considered a breach of any obligation by either of the two organizations.

C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

SECTION TWELVE-INSURANCE COVERAGE

Employees working a total of 8.0 hours per day in more than one (1) bargaining unit will be eligible for insurance benefits as per this Agreement.

ARTICLE 20

GENERAL

SECTION ONE-TAX SHELTERED ANNUITIES

The Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee and to remit said premiums to the Board designated insurance company.

SECTION TWO-TELEPHONE FACILITIES

Employees in the bargaining unit may avail themselves to the Board's telephone facilities. All personal toll calls shall be at the employee's expense.

SECTION THREE- PARKING

Parking facilities shall be provided by the Board for the employees covered by this Agreement within reasonable proximity of their building.

SECTION FOUR-RESIGNATION

- A. Any employee desiring to resign from their employment with the Board shall file a letter of resignation with the Director of Human Resources at least ten (10) working days prior to the effective date of such resignation.
- B. Any employee who resigns from their position in the manner here in described maintains their right to any earned allowable benefits which are provided by this Agreement.

SECTION FIVE-DEDUCTIONS

The Board agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Board such as Savings Bonds, Credit Union, etc.

SECTION SIX-CONTINUING EDUCATION

The Board agrees to pay the full tuition fee for any employee the Board designates to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities of a nature specifically designed to provide on the job improvement. The term designate' as used herein shall be defined as instances where the Board requests the employee's attendance. All other non-required attendance requirements of the Board shall be at the employee's expense.

SECTION SEVEN-PHYSICAL EXAMINATIONS

The Board agrees to pay the full cost of any physical examination required of the employees of the Board.

SECTION EIGHT-MILEAGE

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy for all such miles.

SECTION NINE-MEDICATION

The parties agree to abide by the State of Michigan, General School Law #380.1178 and Airport Board policy 5330.

SECTION TEN-LEGAL PROTECTION

Any case of assault upon an employee covered by this Agreement shall be promptly reported to the Superintendent of Schools. The Board will provide access to its legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

SECTION ELEVEN-WEATHER RELATED DAYS

State Law allows for two snow days (Act of God), the third day must be made up. Therefore, 10 month employees are required to make inclement weather days up, beyond the second day.

Twelve month employees who are unable to report to work shall receive their normal days pay for those days school is closed because of inclement weather (Act of God). Limited to two (2) days per school year.

SECTION TWELVE - TIME CLOCKS

If the district obtains a security and/or payroll record-keeping system, all bargaining unit employees will be required to use it.

SECTION THIRTEEN - ADDITIONAL DUTIES

All time spent in service for and requested by the employer shall be considered as time worked, and shall be compensated at the appropriate rate of pay.

SECTION FOURTEEN - PERSONAL/PHYSICAL CARE OF STUDENTS

Should employees be required to provide assistance with personal needs for medically fragile students where disrobing may be necessary (e.g., catheterization or other toileting functions), a second adult, whenever possible, will be present as a witness. Whenever these activities require the assistance of additional employees, assignments of personnel will be made to accommodate the needs of the students without risk to the employees performing the activities.

<u>SECTION FIFTEEN – NO CHILD LEFT BEHIND</u>

Instructional aides in Federal and State Funded At-Risk positions (Title I & Section 31a) must meet Federal NCLB regulations.

ARTICLE 21

BULLETIN BOARDS

- A. Board designated bulletin board space or display area shall be made available by the Board at each of the buildings of the schools system in which there are employees covered under this Agreement, who are employed within those buildings with the bulletin board space or display area to be used by the Union and with such bulletin board space or display area to be used for the following notices:
- B. 1. Recreational and Social affairs of the Union.
 - 2. Union meetings.
 - 3. Union elections.
 - 4. Reports of the Union.
 - 5. Rulings or policies of the Local or International Union.
- C. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provision of this Section shall be posted. The posting of all such notices shall be done by the Union Officers, Representatives, or the Chief or Alternate Steward.

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed by the Board as a witness in any case connected with the employee's employment of the school district, the employee will be paid their full pay. All other subpoenaed employees will be paid for their lost time, less any compensation paid to the employee by the courts. Documentation will be provided.

ARTICLE 23

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE 24

SCOPE, WAIVER AND MODIFICATION OF AGREEMENT

SECTION ONE

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or covenants herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

SECTION TWO

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

SECTION THREE

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of Law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

BINDING EFFECTIVE AGREEMENT

SECTION ONE

This Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION TWO

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions upon the Board and the Union

ARTICLE 26

RIGHTS OF THE BOARD

The Board reserves unto itself all rights, powers and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws and constitution of Michigan and the United States and any other source. By way of illustration and not exclusively by the Board without prior negotiation shall include, except as expressly provided elsewhere in this Agreement or Act 379 or the Michigan Public Acts of 1965, the right to:

- 1. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services.
- 2. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Board
- Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work of business hours or days.
- 4. The right to direct the working force, including the right to hire, promote, suspends and discharge employees, transfer employees, and assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- 5. Determine the service, supplies and equipment necessary to continue its operation and to determine the methods, and processes of carrying on the work including automation.
- 6. Adopt reasonable rules and regulations.

- 7. Determine the qualification of employees, including physical conditions.
- 8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division buildings, or other facilities.
- 9. Determine the placement of operations, production, services, maintenance or distribution or work, and the source of materials and supplies.
- 10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- 12. Determine the policy affecting the selection, testing or training of employees providing such selecting shall be based upon lawful criteria.

STRIKES AND LOCK OUTS

The Union and the Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any employee(s) take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement. Failure or refusal on the part of the employee(s) to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 28

TERMINATION, CHANGE, OR AMENDMENT

- A. This agreement shall continue in full force and effect until June 30, 2007
- B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

- C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice amendment or amendments desires. If notice of amendment of this Agreement has been given in accordance with this paragraph this Agreement may be terminated by either party on ten (10) calendar day's written notice of termination. 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.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, MI 48219, and if to the Board addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, MI 48117, or to any other such address the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 2004.

AIRPORT COMMUNITY SCHOOLS INTERNATIONAL UNION OF ENGINEERS, LOCAL 547

PRESIDENT

BUSINESS MANAGER

PRESIDENT

PRESIDENT

PRESIDENT

IN WITNESS WHEREOF: the parties have caused this instrument to be executed.

RECORDING - CORRESPONDING SECRETARY

SCHEDULE A

SALARY SCHEDULE

D 1		7-1-04 (1.5%)	7-1-05 (1%)	<u>7-1-06</u>
<u>B-1</u>	Payroll Clerk	16.86	17.03	
<u>B-2</u>	Employee Benefits/ Business Office Clerk	16.12	16.28	
<u>S-1</u>	High School Secretary Middle School Secretary Transportation Secretary	16.12 16.12 16.12	16.28 16.28 16.28	
<u>S-2</u>	Elementary Secretary High School Assistant	14.75 14.75	14.90 14.90	
<u>S-3</u>	Curriculum Secretary Special Education Sec. Adult/Comm. Ed. Sec. Middle School Asst.	14.30 14.30 14.30 14.30	14.44 14.44 14.44 14.44	
<u>S-4</u>	Adult Education Asst. Maintenance Secretary	12.94 12.94	13.07 13.07	
<u>T-1</u>	Docutech Operator Technical Aide	12.94 12.94	13.07 13.07	
<u>A-1</u>	Library/Media Aides Sub Calling Office Assistant	12.94 12.94 12.94	13.07 13.07 13.07	
<u>A-2</u>	Instructional Aides Health Care Responsibilities	11.66 .25/hour	11.78 .25/hour	

LONGEVITY PAY

Eligible members of the bargaining unit will receive longevity pay according to the following schedule:

(a) five (5) or more years of service
(b) ten (10) or more years of service
(c) fifteen (15) or more years of service
(d) twenty (20) or more years of service
\$.10 per hour
\$.20 per hour
\$.30 per hour
\$.35 per hour

NEW HIRE SALARY SCHEDULE

For the first two years of employment, the starting pay for new hires will be \$2.00 less than the corresponding pay on Schedule A. At the end of 6 months, the amount will increase by \$.50. At the end of one year, the amount will increase by an additional \$.50. At the end of two years, the pay will revert to Schedule A.

2006 - 2007

Re-opener for wages and benefits.