

AGREEMENT
BETWEEN
MARION PUBLIC SCHOOLS
MARION, MICHIGAN
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 1106

EFFECTIVE

SEPTEMBER 20, 2007 THROUGH SEPTEMBER 20, 2009

EXTENSION DATED _____ THROUGH SEPTEMBER 20, 2012

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AGREEMENT

THIS AGREEMENT entered into on September 30, 2003 between the Marion Public School District of Marion, Michigan (hereinafter referred to as the "Employer") and the Cooks, Kitchen Helpers, Custodians, Administrative Assistants, Office Managers **Bus Mechanics and Transportation Dispatchers** affiliated with the International Brotherhood of Electrical Workers, Local Union 1106 (hereinafter referred to as the "Union").

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

The parties recognize that the interest of the community and the job security of the employees depends upon the Employers success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

B. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Act of 1965, for all custodial employees, cooks, kitchen helpers, Administrative Assistants, Office Managers, **Bus Mechanics and Transportation Dispatchers** but excluding supervisors in respect to rates of pay, hours of employment and other conditions of employment for the term of this Agreement. Substitutes are not recognized. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and reference to male personnel shall include female personnel. Persons working in subsidized employment such as social services, C.E.T.A. or Youth Employment Programs are not covered by this Agreement. Neither are students.

B. The Board agrees not to negotiate with any organization or individual 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, providing the grievance policy as hereinafter defined in this Agreement is followed.

ARTICLE II CONTINUITY OF OPERATIONS

The Union and the Board recognize that strikes and other forms of work stoppages by employees or lockout by the Board are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved peacefully and appropriate means without interruption of the school system. The Union, therefore,

agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slow-down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system during the term of this Agreement.

Any employee or group of employees who willfully violates this Article may be disciplined forthwith up to and including discharge.

ARTICLE III MANAGEMENTS RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and the United States and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States. Such rights shall include by way of illustration and not by way of limitations, the right to:

1. Manage and control its business, its equipment and its operation and to direct the working forces and affairs of the School District.
2. Continue its rights, policies, and practices of assignment, evaluation, direction of its personnel; determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or schools hours or days.
3. The right to direct the working force, including right to hire, promote, suspend and discharge employees, transfer employees, to terminate or reduce programs, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof or change therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical and mental conditions.
7. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization.
8. Determine the policy affecting the selection, or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

The matters contained in the Agreement and/or the exercises of any such rights of the board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE IV UNION SECURITY-AGENCY SHOP

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to the dues and initiation fees required for membership commencing ninety (90) calendar days after the effective date of this Agreement and such condition shall be required for the duration of this Agreement.

C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing ninety (90) calendar days following the beginning of this employment in the unit.

D. An employee who shall pay the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this section. An employee shall be deemed to be a member if not more than sixty (60) calendar days in arrears in payment of dues.

SAVE HARMLESS

The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Union further agrees to indemnify the Board as a result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decisions of any court or tribunal regarding the validity of the section of the damages which may be assessed against the Board by any court or tribunal.
3. The Union has the right to choose the legal counsel to defend any said suit or action.
4. The Union shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE V UNION DUES

A. Payment by Check-Off

Employees shall tender the monthly membership dues by signing the Payroll Deduction Authorization for Check-Off of Dues Form.

Check-Off Forms: During the life of this Agreement, and in accordance with the terms of the Payroll Deduction Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Payroll Deduction Authorization for Check-Off of Dues Forms:

PAYROLL DEDUCTION AUTHORIZATION

Name _____ Employee # _____ S.S. # _____

Mailing Address _____

I hereby authorize and direct _____ to deduct from my pay, Union membership dues in the amounts fixed in accordance with the By-Laws of Local Union 1106 and the constitution of I.B.E.W. and pay same to said Local Union in accordance with the terms of the bargaining agreement between the Employer and the Union.

The authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement whichever occurs sooner and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union at least ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Fees, dues and assessments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Signature _____ Date _____

One copy for Union file

One copy for Company file

B. When Deductions begin:

Check off deductions under all properly executed Payroll Deduction 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 second pay of the month that the employee has earning.

C. Remittance of Dues to Business Manager-Financial Secretary:

1. Deductions for any calendar month shall be remitted to such address _____ designated of International Brotherhood of Electrical Workers, Local 1106, AFL-CIO with an alphabetical list of names and addresses of all Employees from whom deductions have been made no later than the fifth (5th) day of the month _____ following the month in which they were deducted.

2. The Employer shall additionally indicate the amount deducted and notify the Financial Secretary of the Local of the names and addresses of employees who, _____ through a change in their employment status, are no longer subject to deductions and further advise said Financial Secretary by submission of an alphabetical list of all new hires since the date of submission of the previous months remittance of dues.

D. Termination of Check-Off:

An 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 local Union will be

notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E. Disputes Concerning Membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the employer and a representative of the local Union, and if not resolved may be subject to the grievance procedure.

ARTICLE VI STEWARDS

A. The Stewards may investigate and present grievances at a time period convenient to both parties.

ARTICLE VII GRIEVANCE PROCEDURE

A. Every effort will be made by all employees to resolve work related problems without resorting to formal procedures. However, it is mutually agreed that all grievance disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with proceedings provided. Every effort shall be made to adjust controversies and disputes in an equitable manner between the employer and the Union.

B. For the purpose of this Agreement, a grievance is defined as a problem or complaint submitted by a member of the bargaining unit involving an alleged violation and/or interpretation of the expressed terms and conditions of this Contract.

C. The following matters shall not be the basis for grievance under the procedures outlined in this Article:

1. The termination of services of or failure to re-employ any probationary employee.
2. Any matter involving employee evaluation.

D. The Union shall designate one representative to handle grievances when requested by the grievant.

E. The term days, as used herein, shall mean work days.

F. Written grievances, as requested herein, shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall contain synopsis of the facts giving rise to the alleged violation.
3. It shall site the section or subsection of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Should any such grievance arise under the interpretation or application of contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step (1) Oral. An employee alleging a violation of the expressed provisions of this contract shall within thirty (30) days of its alleged occurrence orally discuss the grievance with the supervisor in an

attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step 2.

Step (2) Written: A copy of the written grievance shall be filed with the supervisor or his/her designated agent with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the supervisor or his/her designated agent shall arrange a meeting with the grievant and/or designated Union representative at the option of the grievant to discuss the grievance. Within five (5) days of the meeting, the supervisor or his/her designated agent shall render the decision in writing transmitting a copy of the same to the grievant and Union Steward.

Step (3) Grievance Disposition Appeal: If the grievance is not resolved to the satisfaction of the grievant, a copy of the written grievance shall be filed with the superintendent or his designated agent, as specified in Step 2, with the endorsement thereon with the approval or disapproval of the Union with five (5) days of the receipt of the grievance of the supervisor or his designee. Within ten (10) days of the receipt of the grievance, the Superintendent or his designee shall arrange a meeting to discuss grievances. Within (10) days of the meeting, the Superintendent or his designee shall render his decision in writing transmitting a copy of the same to the grievant and to the Union Steward.

Step (4) Appeal Review: If no decision is rendered within ten (10) days following the meeting or the decision is unsatisfactory to the grievant and the Union, the grievant and/or the Union shall, within ten (10) days of the discussion appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board, who will place same on the agenda at the next meeting, if possible, but at least within twenty (20) days. The Board shall allow the grievant and/or the Union representative an opportunity to be heard at a hearing scheduled to discuss the grievance. The hearing may be open or closed at the option of the grievant. Within ten (10) days from the hearing of the grievance, the Board may hold hearings herein or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, the Supervisor, the grievant and the Union Steward.

Step (5) Binding Arbitration: If the grievance is not satisfactorily resolved at Step 4, the Union may within thirty (30) calendar days thereafter notify the Employer that it is submitting the matter to binding arbitration.

The selection of an Arbitrator shall be by mutual agreement by the parties. If the parties fail to agree, the Arbitrator shall then be selected from a list of five (5) names submitted by the Michigan Employment Relations Commission. Each party shall strike two (2) names and the remaining shall be the arbitrator.

H. In the event that a grievance is upheld by the Board of Education, claim for back pay or other benefits based thereon shall not exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation for personal services received from any source during the period of back pay.

I. Any grievance not appealed in the aforementioned time stipulations, shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

ARTICLE VIII DISCIPLINE - DISCHARGE

A. Any employee who is discharged shall be given written notice specifying the reason for the discharge, except in the case of a probationary employee.

B. Employees shall be subject to disciplinary action or discharge for reasons such as, but not limited to, insubordination, dishonesty, drinking, moral problems in relations to students, incompetency, or willful violation of agreed upon employers rules.

C. The responsibility of discipline and/or discharge of employees is vested entirely in the Board or its designated representatives.

ARTICLE IX SENIORITY

A. A newly hired employee shall be on probationary status for ninety (90) days taken from and including the first day of employment. If at any time prior to the completion of the probationary period, the employees work performance is unsatisfactory, he may be dismissed by the Employer during this period without recourse. The above is not intended to include the summer months, when school is not in session, for employees other than full year-full time employees.

B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retro-active to date of hire.

C. An employee will lose his seniority and terminate his employment with the Board for the following reasons;

1. Employee quits or retires.
2. Employee is discharged and the discharge is not reversed.
3. Employee is absent without notifying his supervisor, in proper cases

exceptions may be made.

4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.

5. Mandatory retirement at age 70 or health reasons prior to age 70.

6. If the employee gives a false reason for leave of absence.

7. If the employee falsifies pertinent information on his application for employment including falsification on physical condition.

D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain date of hire.

E. When more than one employee is hired on the same day, seniority will be determined by first hire.

ARTICLE X LAY-OFF PROCEDURE

A. The word "lay-off" means a reduction in the work force due to a decrease of work funds, or scheduling that results in a need for fewer employees.

B. When a layoff takes place temporarily, the probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

C. At the same time the employee is notified, the Union shall receive a list of the effected employees. At least five (5) calendar days of notice shall be given.

ARTICLE XI RECALL PROCEDURE

A. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by mail. An employee recalled to work shall notify the Board of his intent to return within three (3) work days from receipt of recall notice. If an employee fails to do so, he may be considered a quit.

ARTICLE XII BUMPING PROCEDURE

A. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

1. Any employee whose job has been eliminated may bump any less senior employee in his classification except that a cook can bump the kitchen helper with the least seniority.
2. Any employee so bumped may bump by similar procedure until all jobs have been filled.
3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his previous category or below, shall be notified by the Board of all such subsequent vacancies. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
4. No employee shall be entitled to bump into a position for which he has not the ability to perform the work.

ARTICLE XIII PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of seniority. Job vacancies will be posted for a period of five (5) calendar days setting forth the minimum requirements for the position on union bulletin boards in each building. Employees interested shall apply within the five (5) calendar day posting period. The senior employee applying for the promotion shall be granted a two (2) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.
3. During the two (2) week trial period, the employees shall have the opportunity to revert back to his/her former classification. During the trial period, the employee will receive the rate of the job they are performing.

ARTICLE XIV LEAVE OF ABSENCE

Leaves of absence without pay for reasonable periods not to exceed one (1) year may be granted without loss of seniority for:

1. Maternity leave.
2. Illness leave (physical or mental).
3. Leave of absence for other conditions may be granted on an individual basis depending on the merit of the situation.

ARTICLE XV SICK LEAVE

Full year employees shall receive twelve days sick leave accumulative to **160** days. Full school year employees shall receive ten (10) days sick leave accumulative to **150** days.

Non full time employees shall receive one (1) day per month per **school** year accumulative to 40 days.

SICK LEAVE RETIREMENT BUY-OUT

After joining the Public Schools Retirement System with five years of employment with the district, employees may take the lump sum buyout of thirty-five dollars (35) daily of sick days accumulation not to exceed one hundred sixty (160) days for full time, one hundred Fifty (150) days for full school year and forty (40) days for non-full time. Also, one-half (1/2) buy-out on layoffs greater than one (1) year duration at the rate of thirty-five (35) dollars a day will be paid for full year and full time full school year employees.

ARTICLE XVI FUNERAL LEAVE

An employee shall be allowed up to three (3) work days as funeral days for a death in the immediate family. The immediate family is defined as: spouse, mother, father, brother, sister, son, daughter, in-laws, grandparents and grandchildren. In the event the employee is responsible for the funeral arrangements or in case of distant travel, the Superintendent may allow one (1) or two (2) additional days under the same conditions as given in the first sentence of this section. Funeral Leaves will be charged as sick days.

ARTICLE XVII WORKING HOURS

Employees who work eight (8) or more hours daily are authorized two (2) daily rest periods which shall be of ten (10) to fifteen (15) minutes duration. In no case shall they be beyond fifteen (15) minutes in duration. Employees working between four (4) and six (6) hours daily shall be authorized one (1) daily rest period.

Kitchen helpers will be offered the hours of an absent cook before substitutes are called in. If they take these hours, they will be paid at the higher rate of pay for the duration or the absence. The school system will provide a substitute employee to replace an absent employee if and when such a replacement is available. A substitute employee will be provided after the third day or earlier of a regular employees' absence.

ARTICLE XVIII EMPLOYEE CATEGORIES

For purposes of this Agreement, there shall be three categories of employees. They are:

1. Full year-full time. Full year-full time employees work 40 hours per week throughout the year.
2. Full school year-full time. Full school year-full time employees work between 27 and 40 hours per week for nine (9) months.
3. Non-full time school year. Non full time school year employees work less than 27 hours per week.

The above categories are not synonymous with classifications.

4. Employees with special skills/training/licenses used by the school shall receive a premium of twenty-five (\$.25) cents per hour while applying those skills/training/licenses.

ARTICLE XIX TIME AND ONE-HALF

Time and one-half will be paid as follows:

For hours in excess of 40 hours in one week.

All work on a Sunday will be paid at the time and one-half rate (1-1/2) of pay in addition to normal hours worked during the week.

ARTICLE XX HOLIDAYS

The following days will be paid holidays for full year and full time – full school year employees:

| | |
|-------------------|------------------------|
| New Years Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July Fourth | Christmas Eve Day |
| Good Friday | Christmas Day |
| Deer Day | President's Day |

Employees will receive holiday pay or day in lieu of when the July 4th holiday falls on a weekend.

No employee will be eligible for holiday pay unless they are working when the holiday falls. For example, full school year employees would normally be ineligible for holiday pay for July fourth since it does not normally fall during the period in which they are working.

A. In addition to the above, the following will apply to holidays: Day after Thanksgiving And Deer Day - If school is held, employees will be expected to report at their normal rate of pay. If school is not held, the Board may request that employees report for work at the overtime rate of time and one half.

If Christmas, Christmas Eve and New Years or New Years Eve falls on a Saturday, the employee will be given Friday off as their holiday. A mutually agreeable substitute holiday may be given on a day other than Friday.

If Christmas, Christmas Eve and/or New Years or New Years Eve falls on a Sunday, the employee will be given Monday off as their holiday. A mutually agreeable substitute holiday may be given on a day other than Monday.

B. This Article is not intended to provide holidays or holiday pay for non full time employees.

C. Cooks only will be paid for a maximum of two (2) snow days. Kitchen helpers will receive one (1) snow day per year. Administrative Assistants and Office managers will be paid 3 snow days and all delays.

D. All employees (Full Year, Full School year, Non Full time) shall have (2) personal days. Personal days will not be taken immediately preceeding or following days taken off for vacation.

ARTICLE XXI VACATIONS

Full year-full time employees will receive vacation as provided below:

| Seniority | Vacation |
|------------------|----------|
| First year | 1 week |
| 2-10 years | 2 weeks |
| 11 or more years | 3 weeks |

As a rule, vacation periods are not to be split.

During each school year, on an employee rotation basis, two custodians may take a total of two weeks of vacation when school is in session with a minimum of thirty (30) days notice to the administration.

**ARTICLE XXII
PAY DAYS**

Pay days for all employees of the bargaining unit shall be every other Friday, except when adjustments are made.

**ARTICLE XXIII
UNION BULLETIN BOARDS**

The employer will provide a bulletin board in each building which may be used by the Union for posting notices of the following type:

All notices of union interest and those required by this contract and legal notices.

**ARTICLE XXIV
JURY DUTY**

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

**ARTICLE XXV
SAFETY COMMITTEE**

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Steward and alternates and shall meet at such time as problems appear at a time a place mutually agreeable to the committee, for the purpose of making recommendations to the employer.

**ARTICLE XXVI
EQUALIZATION OF OVERTIME HOURS**

As much as possible, overtime, if any, shall be distributed among employees within the same classification.

If any employee desires overtime work, he/she shall have the right to inquire and be given overtime statistics. If the employee is lowest on overtime hours he shall be given the next available opportunity to work overtime.

The Administration generally discourages overtime and consequently may structure the work week in such a manner that the work week does not extend beyond 40 hours.

**ARTICLE XXVII
INSURANCE BENEFITS**

The Board will pay for full family Health insurance for full year employees.

For full time - full school year employees the school board will pay \$900.00 per month towards 2 person or full family health insurance for twelve (12) months of the year. The employees electing these coverage's will be responsible for the remainder of the balance and the cost will be collected through payroll deduction.

Employees shall be reimbursed on the insurance deductible 300/600 by the board on a monthly basis to facilitate a \$0 deductible per year co-pay. Employees shall be required to turn in receipts or other acceptable proofs of bills or payments in order to receive reimbursement.

The insurance contribution is to be effective for the duration of this agreement. Members will contribute 10% of 2011-2012 insurance premiums as per the requirements of the state initiative, deducted equally over appropriate worked pay periods.

Full Time and Full School Year Employees who do not wish to participate in the Health Insurance Plan will receive \$350.00 per month.

Employees who are non-full time will receive \$125 per month toward health insurance package for twelve (12) months. Those that do not wish to participate, the employer will pay \$400.00 per year in lieu of health insurance.

The Board will also provide dental coverage for all full year and full school year employees and their families. The dental plan shall include the following features:

1. A \$1,000.00 maximum benefit for each member of the family, except in the case of single coverage, on an annual basis.
2. A \$1,000.00 maximum annual benefit for single subscriber coverage.
3. The full cost of the coverage shall be paid by the board.
4. The plan provided is a upgraded basic dental plan.
5. The School Board will provide full family Vision for Custodians and either a 2 person vision care or a single subscriber program for all employees at no cost to the employee. This optical plan will be approximately an 80% paid services plan.
6. Full time and Full School Year employees shall be provided with a Forty-five thousand (45,000) dollar life insurance with Accidental Death and Dismemberment. The full cost of the policy will be paid by the Board.
7. The Board will also supply a long Term Disability benefit of 70% \$2500 Monthly Max. Benefit for all Full Time and Full School Years Employees.
8. All Bargained for benefits listed in the contract are more fully explained in the Summery Plan Descriptions and are available thru the Schools Plan administrator.

ARTICLE XXVIII

CLASSIFICATION AND RATE STRUCTURE

The following rates of pay have been frozen for 2009 and 2010 and a increase of 2%, per hour shall be paid for each classification starting on Sept 2011:

| Classification | Starting | Starting | Signing | Starting | Starting | Starting | Starting |
|---------------------------------------|----------|----------|---------|----------|----------|----------|-----------|
| | 9/20/07 | 9/20/08 | Bonus | Frozen | Frozen | Frozen | 9/20/2012 |
| | 2007 | 2008 | 2008 | 2009 | 2010 | 2011 | 2012 |
| Administrative Assistants | \$13.42 | \$13.69 | \$450 | \$13.69 | \$13.69 | \$13.69 | \$13.96 |
| Custodians | \$14.92 | \$15.22 | \$525 | \$15.22 | \$15.22 | \$15.22 | \$15.52 |
| Lead Cook | \$13.09 | \$13.35 | \$375 | \$13.35 | \$13.35 | \$13.35 | \$13.62 |
| Cooks | \$12.09 | \$12.33 | \$375 | \$12.33 | \$12.33 | \$12.33 | \$12.58 |
| Kitchen Helper | \$10.83 | \$11.05 | \$150 | \$11.05 | \$11.05 | \$11.05 | \$11.27 |
| Office Manager | \$12.96 | \$13.22 | \$375 | \$13.22 | \$13.22 | \$13.22 | \$13.46 |
| Mechanic/Transportation Dispatcher | | | | | \$18.56 | \$18.56 | \$18.93 |

A prorated share (based on the association's total percentage of 2011-2012 district budget) of \$65,000 shall be paid to unit members no later than June 30, 2012 in a manner determined by the association. The District and the association agree that the Board may elect to an immediate economic re-opener to address outstanding budgetary issues.

Based on longevity of service, employees will be paid an annual differential as follows:

Seniority.

| | |
|------------|----------|
| 5-10 | \$200.00 |
| 11-15 | \$300.00 |
| 16-20 | \$400.00 |
| 21-25 | \$500.00 |
| 26 + years | \$600.00 |

No longevity increases will be paid for the 2011-2012 school year.

The probationary period for new employees will be 90 calendar days. Probationary employees pay will be based on the present rate structure minus .75 cents for the start rate with three (3).25 cent increases every thirty (30) days until they are the present rate structure.

A night differential of thirty cents (.30) per hour will be paid to night custodians.

ARTICLE XXIX PENSION

Each employee shall be covered by the Michigan School Employees Retirement Plan. The Employer shall pay the employees cost of the contribution toward the Michigan School Employees Retirement Fund, excluding Member Investment Plan contributions.

ARTICLE XXX

DISTRIBUTION OF AGREEMENT

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

ARTICLE XXXI TERMINATION AND MODIFICATIONS

This Agreement shall continue in full force and effect until September 20, 2009 except as provided herein.

A. If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment of amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) calendar days 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.

C. Notice of Termination or Modification-Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Local Union 1106, I.B. E.W., 419 S. Washington Suite 307, Lansing, Michigan 48933, and if to the Employer, addressed to Marion Public Schools, 510 W. Main Street, P.O. Box 0, Marion, Michigan 49665, or to any such address as the Union or the Employer may make available to each other.

D. IF THE DISTRICT DETERMINES THAT THE ACTUAL OR PROJECTED COSTS OF OPERATION WILL CAUSE THE DISTRICT'S UNALLOCATED FUND EQUITY RESERVES TO FALL BELOW \$150,000, THROUGH NO DIRECT ACTIONS OF THE BOARD THE PARTIES AGREE TO MEET TO ADDRESS THE FINANCIAL SITUATION AND TO DEVELOP A MUTUALLY AGREED UPON SOLUTION.

ARTICLE XXXII MISCELLANEOUS PROVISION

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

Addendum for Administrative Assistants & Office Managers

This agreement will include the Administrative Assistants and office Managers working for the Marion Public School District into the Collective Bargaining Agreement between the Marion Public School District of Marion, Michigan and the Cooks, Kitchen Helpers and Custodians affiliated with the International Brotherhood of Electrical Workers, Local Union 1106.

The recognition clause in Article 1 will be modified to add the employees known as and referred to as, the Administrative Assistants and Office Managers and their scope of work.

This agreement will be an addendum to the Collective Bargaining Agreement and will cover the, benefits and other related conditions for the classification of the Administrative Assistants and Office Managers. If the addendum is silent on language or not covered, the Articles in the CBA will be referred to and applied. It will be the intention of the parties in the 2009 negotiations to incorporate the language in the addendum for the Administrative Assistants and Office Managers in the Articles of agreement when the contract is reopened.

JOB TITLES

For the purpose of this Addendum, there will be three positions:

- Jr./Sr. High Administrative Assistant (12 month employee)
- Elementary Administrative Assistant (12 month employee)
- Jr./Sr High Office Manager (Full School Year employee)

YEARLY WORK SCHEDULE

Jr./Sr. Administrative Assistant and the Jr./Sr. Office Manager are scheduled to work 8 hours 5 days a week for the school year. This will include two weeks after the school year ends and three weeks before the school year begins. The Elementary Assistant will work 8 hours five days a week for the school year. This will include one week after the school year ends and two weeks before the school year begins. The Administrative Assistants will work three (3) days per week over the summer months

INSURANCE BENEFITS

The Board will pay 100 % family health, dental, and vision insurance (Blue Cross-Blue Shield or comparable plan) for a 12-month period. Employees shall be reimbursed on insurance deductables 300/600 by the Board on a monthly basis to facilitate a \$0 co-pay deductible per year. Employees shall be required to turn in receipts or other acceptable proofs bills or payments in order to receive reimbursement. There shall be no adverse tax consequences for employees under this arrangement.

Employees may choose \$350 monthly in place of medical/dental insurance coverage.

The Board provides a \$45,000 life insurance policy with A.D.D.

VACATIONS

12 month employees shall receive:

One week paid vacation per year for the first year.

Two weeks paid vacation per year for years two through ten.

Three weeks paid vacation per year for years eleven or more.

Vacation schedules must be arranged with supervisors.

RETIREMENT

Current rate of retirement contribution is board paid for each employee. M.I.P. self-payment retirement plan is required of new employees. The school board at retirement (proper age and years of service) will pay \$35 per day of accumulated sick days up to 160 days for 12 month employees and 150 days for full time employees.

BREAKS/LUNCH

Employees who work eight or more hours daily are authorized two daily rest periods and shall be of 10-15 minutes duration. Lunch period shall be 30 minutes. Daily breaks and lunch must be used each day and are not accumulative.

CHRISTMAS/SPRING VACATION

All employees will be required to work two days over Christmas and Spring Vacation.

ARTICLE XXXIII

EFFECTIVE DATE

This Agreement shall be effective from September 20, 2007 until September 20, 2009.

ON AUGUST 24, 2010, THE PARTIES EXTEND THIS AGREEMENT WITH THE AGREED TO CHANGES UNTIL SEPTEMBER 20, 2011.

ON SEPTEMBER 27, 2010 THE PARTIES AGREED TO ADD THE BUS MECHANIC/TRANSPORTATION DISPATCHER CLASSIFICATION TO THIS AGREEMENT (see pgs 3 and 18)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Local Union 1106, International
Brotherhood of Electrical Workers
AFL-CIO

Marion Public Schools District of Marion

Business Manager-Financial Secretary
IBEW local 1106

Superintendent, Marion Public Schools

Date _____

Date _____

Georgia Salisbury Local 1106 Steward

Marion Public Schools, Board President