

**MASTER AGREEMENT**

**BETWEEN**

**TEAMSTER LOCAL 214  
and  
HURON SCHOOL DISTRICT**

**For the Period**

**July 1, 2010 to June 30, 2012**

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THIS AGREEMENT, made and entered into this 1st day of March, 2010 by and between the Huron School District, located at New Boston, Michigan, party of the first part, and hereinafter termed the Employer and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation's of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

**WITNESSETH**

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

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

**ARTICLE 1**

**RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative as defined in the Section II of Act 379, Public Acts of 1965, for all Custodians, Custodian/Maintenance, Maintenance, Mechanics, Working Coordinators, Bus Drivers and Certified Assistant Bus Drivers, all Secretaries,

Clerks, Teaching Aides, Lunchroom Aides, Library Aides and Cooks, and positions of substantially similar duties and listed in the Appendix A, excluding supervisors as defined by the Michigan Employment Relations Commission and excluding specifically as a supervisor the position of Head Cook, and Building Coordinators and further excluding confidential employees as defined by the Michigan Employment Relations Commission, and excluding specifically as confidential employees the position of Assistant to the Superintendent of Schools and Administrative Assistant to the Superintendent, and further excluding all Central Office staff. It is further agreed that the job descriptions for working coordinators will be developed by the Board and shall include some non-disciplinary supervisory duties. It is further recognized that the Union does not represent substitute employees. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and reference to male personnel shall include female personnel.

Section 2. 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:

Section 3. It is mutually agreed and understood that this Agreement shall require the signed approval of the Business Representative of the Union and the President of the Board of Education of Huron School District in New Boston, Michigan, parties to this Agreement.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- (1) To executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (2) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all employees;
- (3) To determine class schedules, the hours of instruction, and duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the 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 laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authorities under the Michigan School Code or any other national, state,

county, district, or local laws or regulations as they pertain to education.

### ARTICLE 3

#### DUES/REPRESENTATION FEE

Section 1. All bargaining unit members, other than Union members, shall as a condition of employment either:

- A. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union, or
- B. Cause to be paid to the Union a representation fee equal to the non-member proportionate share of the cost of negotiating and administering this contract within ninety (90) days after the commencement of employment. The Union shall deliver to the Superintendent of each year a written statement specifying the amount of the nonmembers representation fee as soon as reasonably possible after the beginning of each academic year.

Section 2. In the event that neither of the provisions of Section 1 and 2 are met, the Board, upon receiving a written and signed complaint, shall terminate the employment of said employee. The Union agrees that this termination constitutes just cause.

Section 3. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Section 4. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 5. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues

and initiation fees. Employer will deduct dues and fees as billed by the Union. Any adjustments to these billings will be the responsibility of the Union.

Section 6. The Union will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

#### **ARTICLE 4**

##### **UNION SECURITY**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement of contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees in the bargaining units here involved, to perform work which is recognized as the normal daily scheduled work of the employees in said units.

#### **ARTICLE 5**

## SENIORITY

Section 1. The Employer shall post a list of all unit employees arranged in order of their District wide seniority and job title and a list of all unit employees arranged by seniority in classification at the beginning of each school year. This list shall be posted in a conspicuous position at the place of employment.

Section 2. District-wide seniority shall be used only in instances of layoff and recall. District-wide seniority shall be broken by discharge, voluntarily quit, a layoff for a period of more than two (2) years or as provided for in Article 10, Section 4. Classification seniority shall be broken by discharge, voluntarily quit or as provided for in Article 10, Section 4. In the event of a layoff, the classification seniority will be suspended with no usage until such time that the employee has been recalled or a period of one (1) year whichever is lessor, thereafter it will be broken by layoff.

Section 3. Probationary employees do not have a right to the grievance procedure. Summer months between the close of the school year and the opening of the next school year shall not be counted toward the probation period for less than twelve month employees.

Section 4. When an employee promotes, transfers, demotes or is placed into a new classification, the employee's classification seniority shall be frozen until such time as they return to the classification from which they left OR were removed. The school district will provide a seniority list with all frozen seniority in previous classifications.

## ARTICLE 6

### LAY-OFF AND RECALL

Section 1. District-wide seniority shall prevail in the lay-off and in the rehiring of employees on lay-off.

Section 2. Employees to be laid-off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off. The Local Union shall receive a list from the school district of the employees being laid-off on the same date the notices are issued to the employees.

Section 3. The Employer will be required to give at least five (5) calendar days notice of lay-off when, due to unexpected circumstances (such as work stoppages) there must be a short term cut back in employees.

Section 4. When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, she/he shall be considered a quit. Extensions may be granted by the school district. Benefits will not be paid to two employees for the same position.

Section 5. If an employee suffers a reduction in hours or their position is eliminated, they shall be allowed to bump in accordance with this Section. They shall first bump within their classification using classification seniority. If they cannot bump within their classification, they may bump district-wide exercising district seniority provided that the employee is qualified.

- (1) Any employee laid-off or issued lay-off notice may within five work days of receipt of said notice, "bump" any employee within the unit who has less district-wide seniority provided the employee is qualified for the position.
- (2) Any employee so "bumped" may bump another employee 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/her classification, shall be notified by the Board of all such subsequent vacancies, and shall be granted five (5) work days to make application. Failure of said employee to accept a job vacancy shall result in his/her resignation. 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 she/he has not the present ability to perform the work.
- (5) In the event of lay-off of less than twenty-four (24) months, but not to exceed twenty-four (24) months. An employee so laid-off shall be given seven (7) calendar days notice of recall by mail to her/his last known address. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days, she/he shall lose all seniority rights under this Agreement.
- (6) Should an employee who bumps in a position return to their former position, the position vacated shall be posted and bid.
- (7) When two or more employees are in a bump situation, positions and job descriptions being affected shall be posted for a period of forty-eight (48) hours.

## ARTICLE 7

### JOB ASSIGNMENTS AND VACANCIES

Section 1. Vacancies and assignments will be filled according to ability and qualifications. If ability and qualifications are equal in the opinion of the Employer, seniority will be considered.

Section 2. Job vacancies will be posted for a period of ten (10) calendar days in a conspicuous place within each school building, the bus garage, the maintenance headquarters and any other area designated as an employee work station. Employees interested shall apply within the ten (10) calendar day posting period. The person awarded the position shall be given a ninety (90) day trial period.

Section 3. Unit members may apply for and fill a permanent vacancy in another classification one time in any twelve (12) month period.

Section 4. If the employee is performing unsatisfactory in the new position, the employee shall be returned to his/her prior position.

Section 5. During the ninety (90) calendar day trial period, employees will receive the rate of the job they are performing.

Section 6. An employee shall be paid in accordance with the classification in which she/he works. If her/his work requires performance in more than one classification, she/he shall be paid on the basis of the time spent in each.

Section 7. All regular job vacancies in the bargaining unit to be filled in the school district will be posted to members of the bargaining unit for a period of ten (10) calendar days. The posting will be sent to all locations in the district where Teamster members work. Out-of-district Teamster members will have postings mailed directly to their residence. Employees in the bargaining unit will be given first consideration for vacancies in bargaining unit positions, if their abilities and qualifications are equal, in the district's discretion, to outside applicants. Job requirements and qualifications and specific information or data required for application to that particular job (such as letters of recommendations, etc.) shall be set forth explicitly in such posting. There shall be no retesting of employees who have already passed the qualifying tests.

Section 8. The Employer will fill vacancies as soon as possible, when need for such action is necessary, as determined and/or established by the Employer.

Section 9. When an employee voluntarily transfers from one job classification within the unit to another job in a different classification (but still within the unit), his/her wage rate shall be set at the next higher rate within the wage scale for his/her new classification as compared to his/her rate in the former classification. Further movement on the wage scale of his/her new classification shall be on the basis of actual service and/or seniority, as applicable.

Section 10. Temporary openings created pursuant to long-term leaves of absence thirty-one (31) days or more shall be posted

within three (3) working days and bid on a temporary basis, according to seniority, until such leave expires or the employee is reinstated prior to expiration of the leave. The last position to be filled by a laid off or substitute employee.

Section 11. Temporary openings will be filled by bargaining unit members within the affected building, in seniority order, prior to a sub being used as long as the bargaining unit member is qualified. The vacancy created by this move may be filled by a substitute employee. Vacancies for cook and kitchen positions may be exempt. Temporary openings shall be defined as anticipated absences thirty (30) days or less.

Section 12. Twelve Month Employees: During the first week of May, all twelve month custodial assignments shall be bid and filled on the basis of seniority preference. The employer reserves the right to final assignments in special areas such as locker rooms.

Section 13. Special conferences on employee problems (work performance or physical ability) may be called by either party. Mutually agreed solutions may be invoked on a temporary basis in an attempt to resolve the problem.

Section 14. An Employee on a medical leave may apply for any permanent vacancy posted and will be considered in accordance with this Article if they will be able to return to work within thirty (30) days. An employee on any type of leave may not apply for temporary vacancies posted during the time of the leave.

Section 15. When more than thirty (30) minutes time is added to a non-driving position within the bargaining unit, the position shall be posted as a new position.

SECTION 16. All custodial positions to be bid will include

the building, hours and area within the building that is being bid.

The school district reserves the right to make final adjustments to hours and areas within buildings as needed.

## **ARTICLE 8**

### **PROBATION**

Section 1. A new employee shall work under the provisions of this Agreement, but shall be employed only on a one hundred twenty (120) calendar day trial basis during which period she/he may be discharged without further recourse. It is further agreed that all probationary employees do not have a right to the grievance procedure. After one hundred twenty (120) calendar days, the employee shall be placed on the regular seniority list as of date of hire. The summer months between the close of the school year and the opening of the next school year shall not be counted toward the probation period for less than twelve month employees.

Section 2. For employees hired after July 1, 2004, date of hire is defined as the first day of work as a bargaining unit member after the employee has been hired and notified by the district as a bargaining unit member. In the event of multiple hires in the bargaining unit on the same day, if an employee has substituted in that position for the district for the longest period of time, they shall be listed above others hired on the same day for seniority list purposes. In the event of a tie, the employees' last four (4) digits of their Social Security number will be used as a tie-breaker with the highest last four (4) digits to be deemed to have been "hired" first.

## ARTICLE 9

### CHIEF STEWARD, STEWARDS AND ALTERNATES

Section 1. The Employer recognizes the right of the Union to appoint and/or elect from the seniority list, a Chief Steward and five (5) Stewards and Alternates. One (1) steward representing mechanics, bus drivers, and certified assistant bus drivers, shall be from these represented classifications, one (1) steward representing custodians, maintenance and working coordinators shall be from those represented classification, one (1) steward representing secretaries from the secretary classification, one (1) steward representing aides from these represented classifications, and one (1) steward representing cooks from these represented classifications. Their duties and responsibilities shall include the investigation and presentation of grievances with the Employer and/or his representative.

Section 2. To facilitate the discharge of said responsibilities and duties, the Board agrees to permit Stewards release from employment duties without loss of time or pay, in accordance with the terms of this contract, reasonable time to investigate and present grievances to the Employer after first obtaining permission from the immediate supervisor with the understanding that this will not be abused.

Section 3. The privilege of Stewards leaving their assigned work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work except when necessary to

leave their work to handle grievances as provided herein.

Section 4. The authority of Stewards and alternates so designated by the Union shall be limited to and not exceeding the following duties and activities:

- (1) The investigation and presentation of grievances with the Board or its designee in accordance with the provision of this bargaining agreement. Permission may be granted by the immediate supervisor and/or his/her designee in the proper investigation and presentation of said grievance.
- (2) The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
  - a. been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

Section 5.

- (1) The Chief Steward will be allowed proper time off to attend all formal grievance procedures under this collective bargaining agreement including arbitration.
- (2) The Board shall be notified by the Union in writing of names of the Chief Steward, Stewards and Alternates.
  - a. Alternates shall serve only in the absence of the regular assigned Steward.
- (3) The authority of the Union Steward shall be limited to the acts or functions which said Stewards are authorized to perform in this Agreement.

## ARTICLE 10

### DISCHARGE AND SUSPENSION

Section 1. The Employer shall not dismiss, discharge or suspend any employee whose name appears on a seniority list without just cause. In the case of dismissal, discharge or suspension, the Steward shall be advised of the reasons for the dismissal, discharge or suspension as soon as possible. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

- (1) Unauthorized or excessive absence from work.
- (2) Commitment or conviction of any criminal act.
- (3) Conduct unbecoming any employee in the public service.
- (4) Disorderly or immoral conduct.
- (5) Incapacity due to mental or physical disability.
- (6) Incompetence or inefficiency.
- (7) Insubordination.
- (8) Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
- (9) Neglect of duty.
- (10) Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
- (11) Violation of any lawful regulation or order made by a supervisor.
- (12) Willful violation of any provision of this contract.
- (13) Deliberate falsification of records, reports, and timesheets.

All dismissals and suspension shall be without pay. No suspension shall be effective for a period of more than ten (10) working days (or the number of days remaining until the next regularly scheduled Board meeting) without the prior approval of the Board of Education.

Section 2. Probationary employees may be discharged without

recourse, pursuant to the provisions in Article 8.

Section 3. Disciplinary action can not be used in the determination of discipline to be taken on a current charge if the period of time between the discipline is more than thirty-six (36) months.

Section 4. Any employee who is absent from their duties in excess of the number of days contractually and has shown a pattern of abuse, provided for sick leave may be disciplined as follows:

- 1st Absence - Written Warning
- 2nd Absence - 5-day unpaid suspension
- 3rd Absence - 10-day unpaid suspension
- 4th Absence - Termination

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

Section 1. A grievance shall be an alleged violation of the express terms of this contract. An employee whose name does not appear on the seniority list shall have no right to the grievance procedure. Any alleged grievance which arose while the employee was in her/his probation period may not be processed as a grievance until after the employee completes his probationary period.

Section 2. The Union shall designate one Steward per classification to handle grievances when requested by the grievant.

Section 3. The term "days" as used herein shall mean weekdays (Monday through Friday) other than holidays as defined in Article 16 of this Agreement for employees of the classification of the grievant. In the case of grievances involving employees of more than one classification, days which are holidays for any classification of grievant will not be counted for purposes of the time limits established in this Article.

Section 4. Written grievances as required herein shall contain the following:

- (1) It shall be signed by the grievant or grievants.
- (2) It shall be specific.
- (3) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (4) It shall cite the section or subsections of this contract alleged to have been violated.
- (5) It shall contain the date of the alleged violation.
- (6) It shall specify the relief requested.
- (7) Class action grievances must have a minimum of three bargaining unit members affected.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5.

LEVEL ONE - An employee believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within three (3) days of its alleged occurrence orally discuss the grievance with their supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within three (3) days of said discussion to Level Two.

LEVEL TWO - A copy of the written grievance shall be filed with the superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant and/or steward. Within five (5) days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing,

transmitting a copy of the same to the grievant, and the Union shall retain a copy in their office.

LEVEL THREE - If the grievance is not satisfactorily resolved at Level Two, the President of Local 214 and/or the Grievance panel of the Union shall determine whether or not the grievance is qualified and/or merits being submitted for arbitration by the Union. If so determined, the Union may, within ninety (90) work days of the date after receipt of the decision at Level Two, submit the grievance for binding arbitration to the Federal Mediation and Conciliation Services in writing with a copy to the Superintendent.

The rules of the Federal Mediation and Conciliation Services shall govern the selection of the arbitrator. Should the employee and the Union fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should the employee and the Union fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits as specified herein may only be mutually extended and then only if in writing by both parties.

Neither party may raise a new defense or grounds at Level Three not previously raised or disclosed at other levels.

POWERS OF THE ARBITRATOR - It shall be the function of the arbitrator and she/he shall be empowered, except as her/his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (1) She/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) She/he shall have no power to establish salary scales or

change any salary.

- (3) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
- (4) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- (5) Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.

Section 6. Should an employee fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

Section 7. The Union shall have no right to initiate the grievance involving the right of the employee or group of employees without his/her or their express approval in writing thereon.

Section 8. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or steward are to be on duty, unless a meeting is scheduled by the employer during the employee's duty hours, or unless such duties cannot be performed at any other time. If such duties are performed by a steward during his/her normal working hours, he/she shall be allowed time off with pay only if he/she obtains prior written approval of the superintendent or his/her designated representatives. Abuse of this provision shall subject the steward to disciplinary action.

## **ARTICLE 12**

## WORKING HOURS AND OVERTIME

### Section 1. Twelve Month Employees

A. The regular work week for twelve month employees is established as eight and one-half (8 1/2) hours a day, five (5) days a week including an unpaid lunch period, duty free, for thirty (30) minutes.

B. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of forty (40) hours in any week.

C. Time and one-half (1 1/2) will be paid for all hours worked on Saturday. Double time will be paid for all hours worked on Sunday and holidays. No premium will be paid for mid-winter break days.

D. Overtime work will be permitted only when authorized by a supervisor.

E. An employee shall be granted a fifteen (15) minute paid break each morning and afternoon, or the mid point in each half of shift.

F. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay. A call-in shall be considered unscheduled work time not attached to an employees' shift. For a scheduled work assignment outside an employees' regularly scheduled working hours and not attached to their shift, they shall be guaranteed two hours pay in any work day.

G. A sign-up list for overtime for each classification shall be made available to employees during the first week of each academic year, and employees signing the list shall be initially arranged in order of seniority within the classification.

Employees may sign the list after the first week of the year, but those doing so will be placed at the bottom of the list.

H. Assignment of overtime shall be made from the overtime sign-up list, on a rotating basis. Any employee who is offered the opportunity to work overtime and refuses shall forfeit his/her turn in the rotation. Custodial classification employees may be added to the list at the bottom. Custodial overtime shall be assigned from the list on a rotational basis. Any custodial employee who is offered an overtime opportunity, but does not accept same, shall forfeit their turn in the rotation. If no custodial classification employees accept the overtime opportunity, the least senior person in the custodial classification shall take the forced overtime.

I. On those days that the employee is scheduled to work but there is less than a full day of school, the employees of this bargaining unit will be paid their regular day's pay as long as they work their regular day. An employee may be assigned to a different building or different duties for the day. If an employee is sent home by their supervisor, they will be paid their regular day's pay. An employee may request and receive authorization to work less than their scheduled hours and will be paid for the actual hours worked.

J. All paid time off benefits for twelve (12) month employees are based on permanent work assignments.

#### Section 2. Ten Month Employees

A. The regular work week is established as Monday through Friday.

B. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of forty (40) hours in

any week.

C. Time and one-half (1 1/2) will be paid for all hours worked on Saturday. Double time (2) will be paid for all hours worked on Sundays and holidays. No premium will be paid for mid-winter break days.

D. An employee reporting for an emergency call-in assignment shall be guaranteed two (2) hours pay at straight time.

E. All employees, except bus drivers, working six hours or more per day, shall be entitled to one 15 minute paid break relief period in the first half of the day and one 15 minute paid relief period in the second half of the day. Employees working less than six hours per day shall be entitled to one 15 minute paid relief period per day.

All relief periods shall be scheduled by the employee's immediate supervisor.

F. On those days that the employee is scheduled to work but there is less than a full day of school, the employees of this bargaining unit, including breakfast cooks, will be paid their regular days pay as long as they work their regular day. An employee may be assigned to a different building or different duties for the day. If an employee is sent home by their supervisor, they will be paid their regular day's pay. An employee may request and receive authorization to work less than their scheduled hours and will be paid for the actual hours worked.

G. All paid time off benefits for ten (10) month employees are based on permanent work assignments.

### **ARTICLE 13**

## "ACT OF GOD" DAYS

Section 1. Employees will not be required to report for work on "Act of God" days duly called by the Superintendent of Schools or his/her designated representative unless notified by their supervisor to the contrary. "Act of God" days shall be declared by the Superintendent or his/her representative by 6:00 a.m. for day shift employees and bus drivers by 1:00 p.m. for the afternoon shift employees. The administrative official declaring an "Act of God" day shall immediately notify local radio stations and other designated communications media of the "Act of God" day.

Section 2. Employees who are specifically required by the Superintendent to report to work on a duly called "Act of God" day shall receive their regular rate of pay for hours actually worked.

Section 3. Employees who are specifically required by the Superintendent to report to work on a duly called "Act of God" day and willfully fail to so report without good cause shall be subject to such additional discipline as may be deemed appropriate by the Superintendent pursuant to the provisions of Article 2.

Section 4. Employees specifically required to work may report for work as soon as they can unless an event has been scheduled during their normal working hours.

Section 5. Employees not specifically required to report to work on any duly called Act of God day shall not be paid for the first two (2) Act of God days. However, employees may elect to take a vacation or personal day to cover any lost wages. All other time lost because of Act of God days will be paid by the District unless such days are required to be made up.

**ARTICLE 14**

**PAID LEAVE OF ABSENCE**

Section 1. Sick Leave

A. Sick leave shall accrue monthly and shall be computed on the basis of one (1) day per month accumulated to a maximum of one hundred fifty (150) days except that the maximum annual accumulation of days earned annually shall be twelve (12) days for twelve month employees and ten (10) days for ten month employees. An employee who does not work at least one-half of their scheduled days in a calendar month, shall not accrue/receive sick days for that month.

B. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- (1) Personal illness or incapacity over which the employee has no reasonable control.
- (2) Medical and dental extractions or treatment to the extent of the time required to complete such appointment, provided such appointments cannot be made during non-working hours.
- (3) Employees may use three days per year for immediate family illness. Definition of Immediate Family: the immediate family is defined as husband, wife, son, daughter, brother, sister, son-in-law, daughter-in-law, or the father or mother of either employee or spouse. Employees may receive additional days if approved by the Superintendent or his designee.
- (4) Sick leave will also be authorized when an employee is taken ill on the job.
- (5) Absence from work as a result of contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- (6) For purpose of sick leave, "pregnancy" will be treated the same as any other disability.

C. Sick leave may not be granted in anticipation of future

service. Recognized holidays falling within a period of sick leave shall not be counted as sick day.

D. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period.

E. The Board of Education, or its authorized representative, may require a Doctor's certification of illness or other appropriate evidence of illness, whenever it has reasonable basis for suspecting abuse of sick leave.

F. At the end of each school year, employees will be offered the opportunity to return unused sick days to the District under the following procedures:

If the employee has accumulated 30 sick days and has a perfect attendance for the school year he/she may return 100% or less of that years earned sick leave for 50%.

No employee will be permitted to allow his/her accumulated sick leave to drop below thirty (30) days through use of this provision.

G. Upon retirement or death, with ten (10) years of service in the School District, the employee or their estate will receive 50% per diem for all unused accumulated sick days accumulative to one hundred and fifty (150) days.

H. The Employer will provide and pay for insurance benefits for four (4) months after the employee's sick bank has been depleted or the employee chooses to freeze his/her sick bank for the purpose of disability insurance. Thereafter COBRA rights will cover.

#### Section 2. Court Leave.

An employee who is subpoenaed to attend Court proceedings on

matters not connected with school business will use cumulative leave days or personal business days for that proceeding. When an employee is required by the Board to appear as a witness in court proceedings, or is required to serve on jury duty leave will be allowed and the Board will pay the difference between the employee's daily rate of pay and the amount received pursuant to the Court Subpoena or jury duty pay. Upon completion of jury duty, the employee shall furnish to the payroll office a receipt from the court indicating the dates served and the total pay (exclusive of mileage).

Section 3. Funeral Leave.

A. Employees will be paid for five days absence in the case of a death in his immediate family (request for funeral leave to be made as soon as practicable after the death). Immediate family means father, mother, sister, brother, child, wife, or husband, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, step-child, step-brother, step-sister, grandchildren, grandparents and dependents living at home. This is in addition to vacation and sick leave time. The Superintendent or his designee may in his/her discretion grant additional paid time not to be deducted from vacation or sick leave if requested in writing and it is determined that the situation warrants the same.

B. Employees who wish to attend the funeral of a person who is other than an immediate family member may be granted one (1) day's leave without pay. Employees may use personal business leave days if available; if not, employees may use sick leave days. Employees may receive additional days if approved by the Superintendent or his/her designee.

C. Employees who wish to attend the funeral of a fellow employee or former employee may do so, as mutually agreed by the Union and the Employer, to be determined on a seniority basis. Employees will be paid the time they must be off the job, such absence not to exceed (1) day.

Section 4. Personal Business Leave.

A. Employees will be given three (3) personal business leave days per year. All requests for business leave days shall be made in writing and submitted to the employee's immediate supervisor. Said request shall set forth the general status of the business. Approval of the business day must be obtained at least twenty-four hours prior to the time of the leave, except in the case of an emergency. Business days shall not be granted on days immediately before or following a holiday unless it is determined by the immediate supervisor that an extreme emergency exists. Business days are not to be charged from sick or vacation time. The employees will request said business days as either one-half (1/2) a day or as a full day.

B. Employees that need extra Personal Business time may request such time, and if granted, will have it charged against sick leave accumulated.

C. Any Personal Business Leave from (a) above which is not used during the year will be accumulated as sick leave.

**ARTICLE 15**

**UNPAID LEAVE OF ABSENCE**

Section 1. General Conditions.

A. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer.

An employee on an approved leave for personal reasons will not accrue seniority for the period of the leave. A leave for personal reasons may not be extended after the first year.

B. The maximum leave of absence which may be granted pursuant to a request for leave shall be for one (1) year. Extensions may be granted for like periods, on the following conditions:

- (1) The Employer has received a request for an extension at least thirty (30) days prior to the end of such original leave.
- (2) During the period of absence the employee shall not engage in gainful employment in the same type of work in classifications currently performed.
- (3) Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employment involved.
- (4) Inability to work because of proven sickness or injury shall not result in the loss of seniority.

C. An employee may make written application to the Superintendent for reinstatement prior to the expiration of the leave provided that he/she shall give at least fifteen (15) calendar days' notice in advance of the requested date of return. An employee so returning shall do so at his/her seniority level.

D. Failure to return from any unpaid leave on the date specified in said leave or application shall be conclusively deemed resigned.

E. If an employee, upon advice of a medical doctor, requests an unpaid leave of absence due to sickness, the Board of Education may in its discretion consult with the employee's doctor relative to the reasons for the recommended sick leave, and may in its discretion require the employee to subject himself/herself for physical examination by a doctor designated by the Employer. The

cost of said examination by the doctor appointed by the Board shall be borne by the school district.

Section 3. Union Business Leave.

A. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

**ARTICLE 16**

**HOLIDAYS**

Section 1. Twelve Month Employees.

A. Regular twelve month employees will be eligible to receive holiday pay in accordance with the provisions of Article 12. Mid-winter break paid days will be designated as the first two (2) work days of the scheduled mid-winter break.

Holidays include:

Fourth of July	New Years Day
Labor Day	Mid Winter Break (2 days)
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Spring Break (2 days)
Day before Christmas	Memorial Day
Christmas Day	
Day before New Years	

It is agreed that if any scheduled holiday days conflict with

the need of the District to have employees present, the District and the Union will mutually resolve the conflict so that not to impact the educational program. In any case, employees will receive the same number of paid holidays.

Section 2: Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave on a later date.

Section 3: Employees who are scheduled to work a holiday will be scheduled for four (4) hours. Employees who are called in to work a holiday will be guaranteed four (4) hours work.

Section 4: Ten Month Employees

A. Regular ten month employees will be eligible to receive holiday pay in accordance with the provisions in Article 12. Mid-winter break paid days will be designated as the first two (2) work days of the scheduled mid-winter break.

Holidays include:(continued on next page)

Labor Day	New Years Day
Thanksgiving Day	Mid-Winter Break (2 days)
Friday after Thanksgiving	Good Friday
Day before Christmas	Spring Break (2 days)
Christmas Day	Memorial Day
Day before New Years	

It is agreed that if any scheduled holiday days conflict with the need of the District to have employees present, the District and the Union will mutually resolve the conflict so that not to impact the educational program. In any case, employees will

receive the same number of paid holidays.

Section 5: To receive holiday benefits, the employee must work the day preceding and the day following the holiday or be on approved paid leave when it would be a normal work day.

## **ARTICLE 17**

### **VACATIONS**

#### Section 1. Twelve Month Employees

A. All twelve month employees shall accrue paid vacation time with pay under the following schedule:

#### Employees hired before August 8, 2008:

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 4	10	1
5 through 10	15	1 1/4
11 through 15	20	2
16 or more	25	2 1/4

#### Employees hired between August 8, 2008 and June 30, 2010:

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 4	10	1
5 through 10	15	1 1/4
11 through 15 or more	20	2

#### Employees hired after June 30, 2010.

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 10	10	1
11 through 15	15	1 1/4
16 or more	20	2

B. Vacation schedules will be worked out as far in advance

as possible. Employees may take two weeks vacation between the beginning and the close of the students' school year, subject to the provisions of this section with the permission of the Superintendent of Schools. The remaining vacation time will be taken between the close of the student's school year and the beginning of the next school year.

C. The following procedure shall be followed in selecting vacation time:

1. During the School Year:

Each employee shall indicate on a yearly calendar his vacation request for a specified number of weeks during the school year not later than September 1. These vacation requests shall be assigned on the basis of seniority and workload requirements on a building by building basis. Not more than one employee is guaranteed a vacation during the school year time without prior approval of the Administration. Vacation during the school year shall be approved on the basis of five (5) consecutive work days. If the employee wishes to cancel his/her proposed vacation time, she/he shall not give less than one (1) week's notification of cancellation. If an employee has not selected a vacation time prior to September 1, or who after September 1 cancels his/her designated vacation time, may request additional vacation periods, if open, upon three (3) weeks' notification to the employer. If an employee cancels his/her proposed vacation twice during the school year and the employer is unable to reschedule the requested vacation time during the school year, said employee forfeits his/her right to a vacation during the school year and forfeits the allotted requested vacation time.

2. During Summer Recess:

Each year each employee shall indicate on a calendar the vacation request for the summer not later than the week of May 15. Vacation times shall be set by the employer on the basis of seniority and workload requirements on a building by building basis. The employer may limit the number of employees on vacation at any one time. At the conclusion of the week of May 15th, all employees who have failed to select their vacation time will be assigned whatever time is available by seniority and workload on a building by building basis.

Vacation days may not be substituted for sick leave or personal business leave day.

D. All twelve month employees' vacation shall be subject to the provisions of Section 3 of this Article.

Section 2. Ten Month Employees

A. A ten month employee will accrue credit toward vacation with pay in accordance with the following schedule:

Employees hired before August 8, 2008:

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 4	5	1/2
5 through 10	10	1
11 through 15	15	1 1/4
16 or more	20	1 3/4

Employees hired between August 8, 2008 and June 30, 2010:

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 4	5	1/2
5 through 10	10	1
11 through 15 or more	15	1 1/4

Employees hired after June 30, 2010:

<u>Years of Service Completed</u>	<u>Maximum Annual Vacation Day Accumulation</u>	<u>Monthly Accrual Rate (in days)</u>
1 through 10	5	1/2
11 or more	10	1

B. Vacation days earned may not be substituted for sick leave or personal leave days.

C. "Vacation pay" for ten month employees will consist of a lump sum payment in the first pay period after completion of their duties for the current school year in an amount equal to the number of days of vacation accrued during the year multiplied by their regular daily rate of pay.

D. Vacation pay credits shall be subject to the provisions of Paragraphs B through G of Section 3 of this Article.

E. Ten month employees and all bus drivers will receive their vacation pay in a separate check than their regular check.

Section 3. General Conditions for Vacation Pay:

A. If an employee wants his/her vacation pay other than on a regular pay day, the employee shall request said check by the Monday of the pay day on which said check is wanted.

B. If an employee is laid-off, retires, or voluntarily resigns, he/she will receive any accrued unused vacation credit. A recalled employee who received credit at the time of layoff will have such credit deducted from his/her vacation the following year.

C. Vacation will accrue on a monthly basis. Employees must work at least half of the scheduled work days, except for sickness, or be on approved paid leave, in a given month to accrue vacation

time for that month. Employees on unpaid leave of absence other than sickness for more than one-half of the working days in a calendar month shall not accrue vacation credit for that month.

D. Employees' vacation pay will be pro-rated based on their permanent working day at their permanent hourly rate (for bus drivers this shall include noon runs, pre-school runs, or whatever runs make up their regular day).

E. Employees who have been on Military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

F. In case of death of an employee, the employee's estate will be paid for all vacation days which have accumulated to his/her credit at their classification rate.

G. Nothing in this Article will serve to deny 10 month employees, who because of normal school scheduling only work from 9 months to 10 months, their vacation pay on a ten month basis.

H. Vacation pay for the first and last year of employment will be prorated according to the printed schedule for either ten or twelve month employees. All other years will be calculated by subtracting the employee's seniority date from July 1 of the current school year (the year digit only). The difference is the number of years of vacation pay due.

## **ARTICLE 18**

### **WORKER'S COMPENSATION**

Section 1. Employees will be covered by the applicable Worker's Compensation laws and the employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to his/her Worker's Compensation income, an amount to be

paid to the employee sufficient to make up the difference between the Worker's Compensation and his/her regular weekly income based on forty (40) hours for 8 hour employees; twenty (20) hours for four hour employees for a period not to exceed eight (8) workdays.

The purpose of this provision is to provide a method whereby an individual who is receiving Worker's Compensation can supplement their income and thereby receive an amount equal to his/her regular weekly income. An example of how this provision would work would be as follows: Assuming that the individual receives a weekly income of \$90 per week, She/he would receive from Worker's Compensation \$60 per week. The School District would pay to the individual \$30 or 1/3 of his/her weekly income.

#### **ARTICLE 19**

##### **SPECIAL CONFERENCES**

Section 1. The union or employer may request a special conference between the parties. Conference to be held at a time mutually agreed to by the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed. The stewards of the Union may attend said conference and shall not lose time or pay spent in such special conferences.

#### **ARTICLE 20**

##### **SAFETY AND ACCIDENTS**

Section 1. All employees are required to wear clothing and footwear that does not restrict their ability to perform their job or leave them vulnerable to injury. Mechanics and maintenance personnel will not be allowed to work in tennis shoes, sandals or

other open and unstructured footwear.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest.

Section 3. An employee who is injured not as a result of his/her own negligence while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole day. The Board will pay any doctor's fee for doctors authorized by the Board, incurred by the employee in connection with the injury.

Section 4. An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action including discharge by the employer.

Section 5. It is the duty of the employee and s/he shall immediately or at the end of his/her shift report all defects of equipment. Such report shall be made on a suitable form furnished by the Employer and shall be made in duplicate copies, one copy to be retained by the employee.

Section 6. Each school building shall contain a first aid kit.

Section 7. A safety committee of employees and the School District representatives may be established. This committee will

include the Stewards and may meet at least once per month for the purpose of making recommendations to the School District.

## **ARTICLE 21**

### **NO-STRIKE CLAUSE**

Section 1. The Union recognizes that strikes, as defined by Section 1 of Public Act 346 of 1947 of Michigan, as amended, by employees of public school districts, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by employee or group of employees.

## **ARTICLE 22**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1. In the event that any provision of this agreement at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

## ARTICLE 23

### MISCELLANEOUS PROVISIONS

Section 1. Authorized representatives of the union may, with a supervisor's permission, be permitted to visit the operation of the employer during working hours to talk with stewards of the Local Union and/or representatives of the employee covering matters covered by this Agreement.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

Section 3. The employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose. Paydays shall be every other Friday after 9:00 a.m. All shortages shall be reimbursed by the following Tuesday if error is the fault of the employer.

Section 4. The employer will provide lockers with locks for the custodial staff for the storing of clothing. A lounge area and washroom facilities will be provided for all employees.

Section 5. The employer may provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in performance of his/her duties and responsibilities.

Section 6. The employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the

Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Shop Steward for the Union, and the employer or its representative.

Section 7. When the employee is required by an employer to provide his/her own transportation to and from a job location or other related duties, she/he shall receive an allowance equal to that allowed by IRS regulations, or will be provided with transportation by the Employer excluding to and from the job or work location.

Section 8. Loss or Damage. Employees shall not be charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer unless negligence is shown.

Section 9. Employees shall not be required or expected to bring their own small tools from home.

Section 10. The cost of any required physical, T.B. test, hepatitis inoculation and/or X-ray of an employee shall be covered by the Board. Said physical, T.B. test and/or X-ray shall be performed by a physician selected by the Board.

Section 11. Volunteer Work. The Board of Education reserves the right to accept donations of service from volunteers and volunteer groups and performance of service by such volunteer groups shall not constitute a violation of any terms of the Agreement.

Section 12. The employer reserves the right to set reasonable minimum job requirements, qualifications, and needed skills for bargaining unit positions. However, prior to implementation of any changes, the Employer will consult with the Union regarding such

changes and make information available to members.

Section 13-A. Custodians and Maintenance personnel will be supplied with an initial five (5) smocks or shirts by the Board. Smocks and shirts will be replaced as needed at the beginning of the school year. Mechanics will be supplied five (5) sets of uniforms per year at the beginning of the school year and three (3) coveralls which will be replaced as needed by the Board.

Section 13-B. All Cooks and Certified Head Cooks will be supplied with an initial five (5) smocks. Smocks will be replaced as needed at the beginning of the school year. Lunchroom Aides who clean tables will be supplied with aprons with an initial issue of five (5) aprons. Aprons will be replaced as needed at the beginning of the school year.

Section 14. Ten month employees who work as substitutes during their normal down time shall be paid at the starting rate of whatever classification they are substituting in. Further, substitute work under these conditions will not qualify for benefits.

Section 15. The members of this bargaining unit will be allowed to reasonably utilize all recreational facilities of the school without cost to the employee.

Section 16. Those Secretaries who have to call from home to secure substitute teamster employees shall be guaranteed a minimum of one hour pay per day for the assignment.

ARTICLE 24

SPECIAL PROVISIONS (BUS DRIVERS)

SECTION 1.

- A. REGULAR RUN: Part of a bid package which includes any and/or all combinations of the following:

Elementary, Jr. High and/or High School A.M./P.M.  
Special Education A.M./P.M.  
Shuttles

Extra Runs:

Part of a bid package which includes any and/or all combinations of the following:

Special Education Noon Runs  
Vocational Education (except 7:40 A.M.)  
Kindergarten (if reinstated)

- Summer runs will be bid separately by seniority. Summer bid packages will be posted and bid prior to the start of summer sessions.
- All noon and summer work is exempt from the transportation aide language.
- Regular awarded bid packages, which could include any or all of the above will be paid at least four (4) hours per day. In addition they shall be paid a fifteen (15) minute prep time any time a bus is driven from its original destination.
- "If financial conditions will not allow a fully funded transportation schedule or in the event that elementary or secondary runs must be created independent of a regular run. Drivers will be paid drive time or a minimum of two (2) hours whichever is greater."
- The noon work board will be circled at 9:00 a.m. Once the work has been awarded, no changes will be made to those assignments.
- Extra daily runs will be paid a minimum of one and one-half (1 1/2) hours per day.
- All bid packages will be awarded by seniority pursuant to Section 2 of this Article.

B. REGULAR ATHLETIC OR FIELD TRIPS: Members shall be awarded trips on a rotating seniority basis. This will not be altered except for additions of new hires during the school year. Administration will award trips based on expected starting time of the trip. A regular athletic or field trip is to be posted twenty-four (24) hours prior to the time of the trip and will be paid at the regular hourly rate. The driver awarded a regular field or athletic trip shall be notified no later than twelve (12) hours prior to the time of the trip. Members may request that they be excluded from being contacted for summer field trips. The trip board shall remain in rotation throughout the school year and summer.

- If a trip is cancelled after the drivers route has gone, the driver will be paid two (2) hours and awarded the next unposted trip. If the trip is cancelled prior to the driver's work, the driver will return to their route and be awarded the next unposted trip.

- If a trip interferes with drivers' regular run, the driver will be paid the actual time driven on the regular run plus trip time.

- In the event that two trips are scheduled with the same departure time, the trips shall be awarded by seniority preference.

- When a driver is scheduled to drive a trip and their name comes up in rotation on the board for the same day and time, they will be redlined and awarded the next unposted trip. The trip to be circled will be awarded to the next person in rotation that signed the trip and is available.

C. EMERGENCY ATHLETIC OR FIELD TRIP: An emergency trip is one which is not posted twenty-four (24) hours before the scheduled time of the trip.

- A sign up list of drivers who will accept emergency athletic or field trips will be maintained. Trips will be awarded to drivers on a continuing rotating seniority basis from the emergency sign-up list. The emergency sign-up list shall be made available to all drivers.

- If an emergency trip interferes with a driver's regular run, the driver will be paid a minimum of (4) hours for the "trip", in addition to actual time driven on the regular run.

D. EXTRA-ORDINARY ATHLETIC OR FIELD TRIPS: An extra-ordinary athletic or field trip is a trip which is over one hundred and fifty (150) miles one way, or involves an overnight

layover.

- A separate sign-up list shall be maintained for extra-ordinary trips. The extra-ordinary trip list shall be made available to all drivers with at least five (5) year's prior driving experience. This list shall be arranged by order of seniority and extra-ordinary trips shall be offered to drivers on the list on a rotating seniority basis. Any driver refusing an extra-ordinary trip shall retain a right of first refusal as to each subsequent extra-ordinary trip until his/her name comes up again in seniority rotation.

## SECTION II

Prior to the beginning of each school year, there will be a temporary bid and drivers will bid their packages according to seniority. After the Fourth Wednesday count, there will be a final bid and drivers will bid their packages according to seniority. If time is added to a bid package which would result in putting the driver into overtime, then a posting and re-bid would take place.

All regular and extra work bid packages will be picked and awarded by seniority at each bid. The following information will be made available on bid day for all work being bid on:

1. Beginning Time
2. School Calendar
3. Map of Route
4. Paid time of each piece of work

After the final bid there will be no bumping unless a run is increased/decreased by fifteen (15) minutes with the exception of Special Education Runs which would have to be increased/decreased by thirty (30) minutes.

- Bid packages will be paid according to the receiving district's calendar and each driver will stay with their bid package for the receiving district's calendar (i.e. a drivers bids a Huron route which starts August 26<sup>th</sup> and a Jo Brighton noon route which starts after labor day). The driver will be paid the Huron pay only until the Jo Brighton School starts. Any driver/aide that chooses a cross-district bid will be paid according to that district's calendar. Drivers/aides will be paid for the actual scheduled task of that day without any hours of guarantee.
- Holidays and holiday premiums will be paid in accordance with the Huron School calendar. No holiday premium will be paid for regularly scheduled work required by the receiving district's calendar.

- Bid packages will be held for the entire school year by the driver who bids the package. Bid packages will be run by the receiving schools calendar.
- Drivers will be paid their bid package time if any part of the package is cancelled by no fault of their own (Parents driving, no heat, no electric, no teachers, and one half days). The affected driver's time will be filled if possible. The least senior affected driver will be assigned work first.
- A permanent or temporary vacancy shall be posted within three (3) days and awarded within three (3) days after the posting. Drivers may bid on any temporary posted vacancy that increases their time.
- If runs are changed, the Union may request a re-evaluation of pay allowed for the run. The Steward and the Transportation Director shall make a joint evaluation and recommendation to the Superintendent for change. The Union shall have the right to grieve the decision.
- If the packages are split to create new packages after the final bid, they shall be re-posted and bid accordingly.

### SECTION III

A. Buses shall be assigned to routes based upon the size of the vehicle needed for that route and as limited by any funding source. Once the size and any funding requirements are satisfied, a driver can select an appropriate bus, by seniority, at the time of bidding annual packages. Buses will remain with the original bidder of each bus unless the mileage differs from another bus by 7,000 miles or the bus is used for special education.

### SECTION IV

A. When drivers are in mandated training, they will be compensated at their regular rate of pay for the time spent in the training.

### SECTION V

A. Drivers are not required to wash their buses. Drivers are required to wash back and front windows, mirrors, lights, etc., when needed for safety reasons. The driver will conduct a thorough bus inspection prior to each separate run.

## SECTION VI

A. All drivers must meet the following conditions:

- Meet all state and federal licensing requirements.
- Must pass an annual physical examination by a licensed physician acceptable to the district.
- Maintain a clean driving record as to private driving as well as on the job driving which will allow the driver to keep the CDL. This shall be based on the Driving Information Record computer printout from the Michigan Secretary of State. All employee incidents involving traffic citations must be immediately reported to the Transportation Supervisor. Failure to do so may result in disciplinary action up to and including dismissal.

## SECTION VII

- Regular drivers who want to be called for a vacancy must sign up.
- If Huron school buses are being used to transport students to and from scheduled events or matches when at all possible a bargaining unit member shall drive the students.
- Drivers will be allowed to take their kindergarten/middle package off without pay eight (8) times during a school year without penalty. On the ninth (9<sup>th</sup>) occasion, they will be warned that they will forfeit their kindergarten/middle package if they are absent without pay for this portion of their package on any further occasion. On the tenth (10<sup>th</sup>) absence without pay, the driver will forfeit the kindergarten/middle bid package part of their run and that part of their run will be re-bid as a permanent vacancy. The original driver will be prohibited from bidding on the forfeited part of their package." This provision may be waived due to extenuating circumstances such as catastrophic, personal, or family illness or an extreme family crisis.

## SECTION VIII

### Guidelines for call backs:

A call back is when a driver drives his/her AM/PM regular run three (3) or more times in one day. Callbacks should be paid a minimum of (2) hours.

## SECTION IX

### Splitting Classification Drivers and Aides: Effective with the ratification of this contract:

All aides hired as a transportation aide will be paid an aides' rate consistent with other aides in the lunchroom classification.

All current certified bus aides would be grandfathered and compensated as a certified bus aide. They will continue to be pulled as needed. The splitting of the classifications will be effective August 2006. After the grandfathered certified bus aides eventually bid on a driving job exclusively they will not be allowed to cross back into the certified bus aide classification except for existing noon work.

Prior to August 2006, in the event that a transportation aide position becomes available and no current transportation employee bids on the position and it remains vacant, the position will be filled with a non-certified bus aide.

Any transportation aide who earns their CDL may bid on the next available driving position and will be moved into the drivers' classification at the bottom of the seniority list and compensated accordingly. They will be offered the vacant driver position prior to the position being offered to an outside applicant.

Using aides as substitute drivers: Certified aides pulled to drive will choose a position by seniority if not previously assigned. If the highest senior aide refuses, it goes to the next senior aide until someone accepts the route or it reaches the least senior person at which time they will be awarded the route. All aides will stay in the driving position they drove in the morning.

## **ARTICLE 25**

### **INSURANCE BENEFITS**

Section 1. Employees eligible for health care benefits will be able to subscribe to covered benefits equal to Priority Health HMO, (RX Co-Pay \$10 Generic/\$40 Brand MOPD 2x). Each regular employee hired before June 30, 2010 and working thirty (30) hours or more per week on a bid job shall be provided one of the following benefit packages, with employee participation, as appropriate to his/her circumstances. However, any new employee

hired after June 30, 2010 shall have to work forty (40) hours per week on a bid job to be provided one of the following benefit packages, with employee participation, as appropriate to his/her circumstances:

Employees eligible for these benefits shall have served the one hundred and twenty (120) calendar day probationary period.

- (1) Fully paid with employee participation "full family" or "employee and spouse" or "employee and children" coverage with a benefit level equal to Priority Health HMO, (RX Co-Pay \$10 Generic/\$40 Brand MOPD 2x).
- (2) Fully paid with employee participation "employee only" coverage with a benefit level equal to Priority Health HMO, (RX Co-Pay \$10 Generic/\$40 Brand MOPD 2x). -PLUS- One Hundred Twenty (\$120.00) dollars per week Short Term Disability Insurance (with eight day waiting period) - PLUS- Four Hundred (\$400.00) dollars per month Long Term Disability Insurance, -PLUS- Five Thousand (\$5,000) Group Term Life Insurance.
- (3) For employees already covered by other health insurance: Fifteen (\$15,000) Thousand dollars Group Term Life Insurance - PLUS- One hundred and Twenty (\$120.00) dollars per week Short Term Disability (with eight day waiting period) -PLUS- Four Hundred (\$400.00) dollars per month Long Term Disability Insurance.
- (4) Employees in the cook classification who qualify under subsection 6 shall be entitled to the same coverage as other employees.
- (5) Employees will pay a monthly premium supplement toward their Health Insurance Benefit in the amount of \$25.00 per month.
- (6) Any employee hired prior to July 1, 1988, working for 20 hours or more per week, will qualify for benefits. Example: (a) Employee "a" was hired prior to July 1, 1988 and only worked 17 1/2 hours a week, then in February of 1989 is promoted to a 25 hour position, employee "a" is qualified for benefits; Employee "b" is hired after July 1, 1988 to a position at 25 hours per week does not qualify for benefits.

Section 2. Employees who are insured with health insurance provided through or by either another employer or the employer of the employee's spouse shall not be entitled to coverage, except for

those options provided in Section 1 (3), pursuant to this Agreement. Employees shall annually certify to the Superintendent or his/her designated representative that they do not have such "double coverage" and shall be under an affirmative duty to notify the Superintendent or his/her designated representative within ten (10) days if such "double coverage" should occur subsequent to said annual certification. Certification statements shall be made in writing on forms as shown in Appendix B of this Agreement, and shall be dated and signed by the employee. Misrepresentations by employees in said certification statements, or failure to timely notify the administration of subsequent occurrence of "double coverage", shall constitute just cause for dismissal of the employee. Should an employee so "double covered" subsequently terminate his/her other coverage, he/she shall then be eligible for benefits under section 1, Plans 1 or 2 of this Article as appropriate upon submission of supplemental certification statement.

Section 3. Dental Insurance: The Board shall provide the following dental care protection for employees and their eligible dependents who qualify under Article 25, Section 1 and Article 25, Section 1 (6) through the Board's approved carrier. The program selected shall incorporate the following:

- (1) 100% Basic Dentistry on a 10% a year incentive plan which shall be subject to the rules and regulations of the carrier.
- (2) Major dental service at \$50.00 deductible that pays 75% of the service after the deductible with \$1,000 maximum and missing tooth rider.

Section 4. Vision Insurance: The Board shall provide vision care protection for all employees and their eligible dependents through the Board's approved carrier.

Section 5. Any employee, who wishes to drop all of their insurance under section 1 through 4, will receive One Hundred Dollars (\$100) per month in an appropriate cafeteria plan to be provided by the Employer.

## **ARTICLE 26**

### **LONGEVITY**

Section 1. Employees who have been employed by the District for twenty-six (26) years will receive an additional days pay for seniority past twenty-five (25) years. These days will be paid on the first payday following the employee's anniversary date.

## **ARTICLE 27**

### **TERMINATION OF AGREEMENT**

Section 1. This agreement shall be retroactive in full force and effect from July 1, 2010 through June 30, 2012, inclusive and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of the adoption of the school budget for the ensuing fiscal year in which Agreement expires.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other

a notice at least sixty (60) days prior to date of expiration.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**HURON SCHOOL DISTRICT**

**IBT, LOCAL NO. 214**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Its Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_

APPENDIX "B"

Statement of Certification of Eligibility for Insurance Benefits:

1. I am \_\_\_\_\_, am not \_\_\_\_\_, eligible for health insurance pursuant to the provisions of Appendix of the Master Agreement between the Huron School Public Schools and Local Union No. 214 under:

- (1) Section 1, Plan 1 because I am married \_\_\_\_, married with children \_\_\_\_\_, single with children \_\_\_\_\_ AND I am not covered by any health insurance provided by or through either another employer or the employer of my spouse.
  
- (2) Section 1, Plan 2 because I am single with no children AND I am not covered by any health insurance provided by or through either another employer or the employer of my spouse.
  
- (3) Section 1, Plan 3 because I am covered by health insurance provided by \_\_\_\_\_ which is the employer of myself \_\_\_\_\_, my spouse \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING

Representatives of the District and Union agree to complete a thorough reading/review of the contract. Over time, past contracts were implemented differently from department to department, classification to classification, and building to building. There was lack of consistency and fiscal responsibility. All past practices which occurred/were allowed prior to ratification of this contract are null and void.

If any employee of the school district (teachers, administrators, central office, etc.), receives a wage increase in the 2011-12 school year. Then that same wage increase will be given to the Teamster Local 214 membership.

There will be two (2) furlough days on two of the present holidays which is Labor Day and one (1) Winter Break Day in the 2010-11 school year only.

HURON SCHOOL DISTRICT

IBT, LOCAL 214

BY: \_\_\_\_\_  
ITS: SUPERINTENDENT

BY: \_\_\_\_\_  
ITS: BUSINESS  
REPRESENTATIVE

BY: \_\_\_\_\_  
ITS: CHIEF STEWARD

**TEAMSTERS LOCAL 214 - APPENDIX "A"**  
**FOR EMPLOYEES HIRED BEFORE 6/30/2010**

	7/1/2010	7/1/2011
	-3%	0%
<b><u>COOK: (Cook Asst.)</u></b>		
Start	10.46	10.46
After 90 days	10.68	10.68
After 1 years	11.36	11.36
After 2 years	11.65	11.65
<b><u>CERTIFIED HEAD COOKS:</u></b>		
Start	10.91	10.91
After 90 days	11.14	11.14
After 1 years	11.87	11.87
After 2 years	12.19	12.19
<b><u>ASSISTANT FOOD FACILITATOR:</u></b>		
(one rate)	14.22	14.22
<b>LUNCH, KINDERCARE, LOCKER ROOM AIDES,</b>		
<b><u>NON-GRANDFATHERED BUS AIDES (HIRED AFTER 3/21/05):</u></b>		
Start	10.35	10.35
After 90 days	10.56	10.56
After 1 years	11.34	11.34
<b><u>AIDES (Special Ed, Library, Teacher, Kindergarten):</u></b>		
Start	11.28	11.28
After 90 days	11.64	11.64
After 1 years	12.45	12.45
After 2 years	13.12	13.12
Highly Qualified	13.79	13.79
Highly Specialized	14.21	14.21
<i>Highly Qualified (Instructional Special Education Aides passing WorkKeys Test &amp; Library Aides)</i>		
<i>Highly Specialized (Autistic Aides and Special Needs Aides)</i>		
<b><u>SECRETARIES:</u></b>		
Start	12.21	12.21
After 90 days	12.59	12.59
After 1 years	13.28	13.28

After 2 years	14.42	14.42
After 3 years	15.74	15.74

**CERTIFIED ASS'T.BUS DRIVERS (GRANDFATHERED AIDES HIRED PRIOR TO 3/21/05):**

Start	12.23	12.23
After 90 days	12.83	12.83
After 1 years	13.68	13.68
After 2 years	14.66	14.66
After 3 years	15.35	15.35

**BUS DRIVERS:**

Start	13.80	13.80
After 90 days	14.38	14.38
After 1 years	15.23	15.23
After 2 years	16.24	16.24
After 3 years	16.90	16.90

**MECHANIC HELPER/BUS WASHER:**

(one rate)	11.60	11.60
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**CUSTODIANS:**

Start	11.87	11.87
After 90 days	13.30	13.30
After 1 years	13.99	13.99
After 2 years	15.14	15.14
After 3 years	15.57	15.57

**MAINTENANCE:**

Start	12.81	12.81
After 90 days	14.42	14.42
After 1 years	15.31	15.31
After 2 years	16.37	16.37
After 3 years	17.08	17.08

**MAINTENANCE II & MECHANICS**

Start	14.47	14.47
After 90 days	15.63	15.63
After 1 years	17.68	17.68
After 2 years	19.46	19.46
After 3 years	21.42	21.42

**WORKING COORDINATOR:**

(one rate) 25.76 25.76

**MASTER CRAFTSMAN/MECHANIC & ELECTRICIAN**

(one rate) 23.58 23.58

**DISPATCHER:**

(one rate) 23.58 23.58

**FOOD FACILITATOR:**

(one rate) 23.58 23.58

**TEAMSTERS LOCAL 214 - APPENDIX "A"**  
**FOR EMPLOYEES HIRED AFTER 6/30/2010**

<b>7/1/2010</b>	<b>7/1/2011</b>
-3%	0%

**COOK: (Cook Asst.)**

Start	8.46	8.46
After 1 year	9.46	9.46
After 2 years	10.46	10.46
After 3 years	10.68	10.68
After 4 years	11.36	11.36
After 5 years	11.65	11.65

**CERTIFIED HEAD COOKS:**

Start	8.91	8.91
After 1 year	9.91	9.91
After 2 years	10.91	10.91
After 3 years	11.14	11.14
After 4 years	11.87	11.87
After 5 years	12.19	12.19

**ASSISTANT FOOD FACILITATOR:**

(one rate)	14.22	14.22
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**LUNCH, KINDERCARE, LOCKER ROOM AIDES,**

**NON-GRANDFATHERED BUS AIDES (HIRED AFTER 3/21/05):**

Start	8.35	8.35
After 1 year	9.35	9.35
After 2 years	10.35	10.35
After 3 years	10.56	10.56
After 4 years	11.34	11.34

**AIDES (Special Ed, Library, Teacher, Kindergarten):**

Start	9.28	9.28
After 1 year	10.28	10.28
After 2 years	11.28	11.28
After 3 years	11.64	11.64
After 4 years	12.45	12.45
After 5 years	13.12	13.12

Highly Qualified	13.79	13.79
Highly Specialized	14.21	14.21

*Highly Qualified (Instructional Special Education Aides passing WorkKeys Test & Library Aides)*

*Highly Specialized (Autistic Aides and Special Needs Aides)*

**SECRETARIES:**

Start	10.21	10.21
After 1 year	11.21	11.21
After 2 years	12.21	12.21
After 3 years	12.59	12.59
After 4 years	13.28	13.28
After 5 years	14.42	14.42
After 6 years	15.74	15.74

**CERTIFIED ASS'T.BUS DRIVERS (GRANDFATHERED AIDES HIRED PRIOR TO 3/21/05):**

Start	10.23	10.23
After 1 year	11.23	11.23
After 2 years	12.23	12.23
After 3 years	12.83	12.83
After 4 years	13.68	13.68
After 5 years	14.66	14.66
After 6 years	15.35	15.35

**BUS DRIVERS:**

Start	11.80	11.80
After 1 year	12.80	12.80
After 2 years	13.80	13.80
After 3 years	14.38	14.38
After 4 years	15.23	15.23
After 5 years	16.24	16.24
After 6 years	16.90	16.90

**MECHANIC HELPER/BUS WASHER:**

(one rate)	11.60	11.60
------------	-------	-------

**CUSTODIANS:**

Start	9.87	9.87
After 1 year	10.87	10.87
After 2 years	11.87	11.87

After 3 years	13.30	13.30
After 4 years	13.99	13.99
After 5 years	15.14	15.14
After 6 years	15.57	15.57

**MAINTENANCE:**

Start	10.81	10.81
After 1 year	11.81	11.81
After 2 years	12.81	12.81
After 3 years	14.42	14.42
After 4 years	15.31	15.31
After 5 years	16.37	16.37
After 6 years	17.08	17.08

**MAINTENANCE II & MECHANICS**

Start	12.47	12.47
After 1 year	13.47	13.47
After 2 years	14.47	14.47
After 3 years	15.63	15.63
After 4 years	17.68	17.68
After 5 years	19.46	19.46
After 6 years	21.42	21.42

**WORKING COORDINATOR:**

(one rate)	25.76	25.76
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**MASTER CRAFTSMAN/MECHANIC & ELECTRICIAN**

(one rate)	23.58	23.58
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**DISPATCHER:**

(one rate)	23.58	23.58
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**FOOD FACILITATOR:**

(one rate)	23.58	23.58
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