

01010 - 2012-06-30 - Teamsters - F-O-T-P-X.

## Agreement Between

**ALCONA COMMUNITY SCHOOLS**

AND

**TEAMSTERS LOCAL #214  
State, County and Municipal Workers**

Effective from July 1, 2009 to and including  
June 30, 2012

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THIS AGREEMENT, made and entered into by and between the ALCONA COMMUNITY SCHOOLS located at LINCOLN, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

WHEREAS, both parties are desirous of striving toward excellence in the operation of an educational facility for the Alcona Community School District.

## **ARTICLE 1 RECOGNITION/EXTRA CONTRACT AGREEMENTS**

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, listed in the attached Schedules, and as included in the following divisions: Secretaries; Paraprofessionals & Clerks; Maintenance, Facility Caretakers & Mechanics; Food Service; and Transportation, excluding substitutes and employees covered by Article 3, Section 4 of this Agreement.

SECTION 2. 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 or contract with the said employees, individually or collectively, which in any way conflicts with the terms of the provisions of this agreement, or which in any way affects wages, hours or working conditions of said employee, 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 3. The Employer agrees to respect the jurisdictional rights of this Union and shall not direct or require its employees, other than employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit.

SECTION 4. The Employer has the right per the Public Employment Relations Act to subcontract. The Employer will endeavor to notify the Union in advance of any subcontracting/ privatization. Three months notice shall be given if the subcontracting/privatization will result in the layoff of employees. The failure to provide notice of any subcontracting/privatization shall not, however, constitute the basis for a grievance under this Agreement.

SECTION 5. Employees must work a minimum of 20 hours per week within a specific job classification to be eligible for membership in the Union and covered by this Agreement.

**ARTICLE 2**  
**AGENCY SHOP AND DUES**

SECTION 1. Membership in the Union is not compulsory and is a matter separate, distinct and apart from the Employee's obligation to share equally the cost of administering the contract. The Employer agrees to deduct from the pay of any employees Union membership dues or initiation fees or the service fee and transmit same to the Local Union. Amount of initiation fee and dues and agency shop fees will be certified to the Employer by the Secretary/Treasurer of the Union. Union guarantees that the amount of any initiation fee, dues or agency shop fees will be legally permissible amounts determined in a legally permissible manner. Monthly agency fees, union dues and/or initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

SECTION 2. Probationary employees who become part of the bargaining unit shall commence payment of Union dues and initiation fees or a service charge per terms and conditions of union after thirty (30) work days of continuous employment with Alcona Schools.

SECTION 3. The Union agrees to indemnify and hold harmless the Employer, its Board of Education and their agents from any and all costs, expenses and liabilities, including attorney fees, which are in any way related to compliance with this article.

SECTION 4. If during the contract period the ability to electronically transfer dues to the Union becomes available to the Employer, it may be implemented.

**ARTICLE 3**  
**BOARD RIGHTS**

SECTION 1. The Board, on its own behalf of the electors of the Alcona Community School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, 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.

SECTION 2. It is understood by all parties to this contract, that the management of the school system and the direction of the working forces, including the right to plan, direct and control school operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, layoff employees who are not qualified under the No Child Left Behind Act, and the right to introduce new or improved production methods or facilities, are vested exclusively in the Board.

SECTION 3. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

SECTION 4. All appointed officers, Supervisors, Confidentials (Central Office Staff) and part-time or temporary employees scheduled to work less than twenty (20) hours per week are exempt from the Union contract, from Union Membership, from representation Union fees and from Union rules governing employees.

#### **ARTICLE 4 LIMITATION OF AUTHORITY AND LIABILITY**

SECTION 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

SECTION 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

#### **ARTICLE 5 SENIORITY AND PROBATION**

SECTION 1. Seniority is defined as the total length of continuous service within the district including layoff periods, but excluding leaves of absence where seniority does not accrue. Seniority will begin on the last date of hire. Seniority will be determined on a classification basis and work in a classification shall not result in seniority within another classification except where stated in Section 9 of this article.

SECTION 2. Date of hire shall be the date of the action by the Board of Education to employ an individual. In the event two or more employees have the same date of hire then the seniority will be determined by a lottery system. The lottery will be held at a date, time, and place agreed upon by the Board and the Union, and will be conducted in the presence of the newly hired employees, Superintendent (or his/her designee) and Union representative. Seniority shall be granted only after the completion of the probationary period addressed in Section 3 below.

SECTION 3. New employees may acquire seniority after being employed sixty (60) work days. Any day on which the employee is absent from work shall not be counted as a work day. After being employed sixty (60) work days, the employee will be granted seniority or probated for another thirty (30) days with written valid explanation, in which event and upon successful completion of probation, the employee's seniority will date back to the date the employee was first scheduled to report to work. When an employee completes the successful probationary period, a letter will be directed to the employee affirming their completion of the probationary period within seven (7) work days.

SECTION 4. The Employer shall annually, by October 1 of each year, post a list by division of the employees arranged in order of seniority. If an employee disagrees with the seniority list, he/she will promptly, within 10 work days, notify the Employer in writing, stating the bases for such disagreement. A seniority list will be mailed to the current Business Agent by October 1<sup>st</sup> of each year.

SECTION 5. Seniority shall be broken only by discharge or voluntary quit; or during a leave of absence where it is specified seniority does not occur; or lay-off for a period of more than two (2) years; or if the employee is absent from work for three or more consecutive days without appropriate notice.

SECTION 6. The Steward shall be granted super-seniority for purposes of lay-off and rehire providing he/she has the ability and qualifications as determined by the Employer.

SECTION 7. In the event an employee works in two divisions simultaneously, the employee shall accrue separate seniority within each division based on the length of continuous service and the first scheduled day of work after the employee successfully completes the probationary period in that division.

SECTION 8. When an employee voluntarily transfers to another classification, his/her seniority, for purposes of lay-off and recall, shall remain frozen in the original classification and can be used to bump back into the original classification. When an employee is involuntarily transferred to another classification, his/her seniority, for purposes of layoff and recall, shall carry over to the new classification.

SECTION 9. When determining schedules and assignments for Para Professionals at the beginning of the school year, the district will endeavor, as it has in the past, to assign the lowest seniority Para Professional to the outside playground supervision duties. It is however, recognized that special circumstances may result in the lowest seniority Para Professional not being assigned such duties such as when they are designated special education aides, when gender is a bona fide occupational qualification, or they possess the qualifications needed for other assignments.

## **ARTICLE 6 LAY-OFF AND RECALL**

SECTION 1. Except as noted in Section 2 of this article, strict seniority shall prevail when lay-off or recalls are necessary within a classification. The lowest seniority employee in the classification affected will be laid off first from that classification. When recalling laid off employees, recalls will be by classification. An employee laid-off in one classification may not assume the position of an employee in another classification having lower seniority, unless the employee being laid-off possesses accrued seniority through work experience in such other classification. An employee shall be eligible for recall to a classification in which he/she has seniority, in such cases the Employer agrees to follow procedures outlined in Article 7. Although

layoffs and recalls shall be based upon seniority within a classification, an employee must be qualified for the available position.

SECTION 2. In reducing the work force because of lack of work or lack of funds, the first employees to be laid off are part-time, and then full-time employees.

SECTION 3. In recalling procedures, the last employee laid off within the classification affected will be the first recalled.

SECTION 4. In the event of a lay-off, an employee so laid-off shall be given two (2) work weeks notice of lay-off and recall to work; mailed to his/her last known address by certified mail. It shall be the responsibility of the employee to keep the Employer advised of his/her current address. In the event that the employee fails to make himself/herself available for work at the end of said two (2) work weeks from the date of the notice of recall, he/she shall lose all seniority rights under this Agreement and it shall conclusively be considered to constitute the employee's resignation. For employees who are not scheduled to work during the summer months between academic years, for purposes of layoff and recall during the summer months "work weeks" shall mean calendar weeks.

SECTION 5. In the event of a lay-off, substitute employees will not be used to supplant laid-off employees.

SECTION 6. In the event an employee works for the Employer simultaneously in two divisions, lay-off and recall shall be by seniority in each division; and lay-off and recall from employment within one division will not affect the employee's status in the other division.

SECTION 7. It is understood that no temporary demotions in supervisory positions into the bargaining unit will be made during temporary lay-offs.

## **ARTICLE 7 VACANT POSITIONS AND TRANSFERS**

SECTION 1. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who held that position permanently severed his/her employment in the bargaining unit. If there is a change in a paraprofessional's assignment during the first marking period of the school year, it will also be considered as a vacancy and posted. If there is a change in a paraprofessional's assignment after the first marking period, it will not be considered as a vacancy at that time, but will be posted as a vacancy at the end of the school year. Vacancies will be filled in accordance with Section 3.

SECTION 2. When a position is permanently vacated: The Employer shall post it within five (5) work days. Bids shall be received in writing and, if possible, filled by the successful bidder within ten (10) work days. When a paraprofessional is awarded the bidded vacancy and the paraprofessional falls under the terms of Section 1 above, then the District shall have the right to fill the position with an individual of their choice, if determined necessary, until the

beginning of the following school year. Employees interested in summer jobs or openings for the next school year shall notify the Employer in writing before the end of the school year. Those employees shall receive the posting in the mail or by a phone call to inform them of the open position(s).

SECTION 3. When a vacancy occurs within a classification, employees within that classification bidding on such vacancy shall be awarded such position based on the procedure set forth in Section 1-2 above. If no employee within the classification bids on the vacant position, employees in other classifications within that division will be given consideration for such vacant positions based on specific qualifications as outlined in the job description. If no employee within the division bids on the vacant position, employees in other divisions will be given consideration for such vacant positions, based on specific qualifications as outlined in the job description. Provided the ability and qualifications of the employee in a different classification or division is equal, in the opinion of the Employer, to other applicants, that employee shall be awarded the vacant position.

SECTION 4. The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.

SECTION 5. If the Employer opens additional divisions of employment within the positions covered by this Agreement, or closes or combines existing divisions, the employee's work assignment, seniority, and classification are subject to negotiation with the Union.

SECTION 6. In the event management has been informed and is assured of a temporary job opening of twenty (20) work days or more due to illness, emergency leave, vacation, temporary work increases, weather, etc., the Employer will fill such jobs by offering them to the most senior employee within the division of the bargaining unit, if qualified. The jobs will be offered by being posted, with interested employees to submit a bid by the deadline stated on the notice. All such assignments will be paid at the present rate called for in that classification as outlined in Schedules C1 and C2. If no employee within the division bids on a temporary job opening, employees in other divisions will be given the opportunity to express interest in the temporary job opening.

SECTION 7. To be awarded a vacancy an employee must meet the qualifications in the job description and posting at the time the vacancy is awarded. An employee who is awarded a vacancy shall be granted a thirty (30) work day trial period to determine (1) his/her desire to remain on the new job and (2) his/her ability to perform satisfactorily in the new assignment. During the thirty (30) work day trial period, the employee shall have the opportunity to revert back to his/her former position if so desired, and a letter of explanation shall be submitted to the immediate supervisor. If at any time during the trial period the Employer believes the employee is not satisfactorily performing the duties of the new assignment, such employee shall be returned to his/her former position and notice of such action will be submitted to the Chief Steward with a copy to the employee. In the event the said individual is reverted to his/her former position for reasons other than his/her own desire, he/she will be given the reasons in writing. In the event the employee disagrees with the reasons stated, the matter shall be a proper subject for the

grievance procedure. The employee returning to hi/her former position shall retain the salary and seniority status as previous enjoyed prior to the move.

SECTION 8. In the event an employee leaves the bargaining unit for a non-bargaining unit position, he/she maintains his/her right to return to the former position only within the thirty (30) work day probationary period. This refers to the employees who wish to return to the previous assignment as well as Employer's directive to return. The employee returning to his/her formerly held position shall be permitted to bump the employee in that position.

## **ARTICLE 8 DISCHARGE OR SUSPENSION**

SECTION 1. The Employer shall not discharge or suspend for more than three (3) work days an employee without just cause, but in respect to discharge or suspension for more than three (3) work days the Employer shall give at least three (3) warning notices against such an employee, upon the second written notice an assistance meeting will be conducted between the employee, union steward and appropriate administrator, except as stated below, in writing and a copy of the same to the Teamsters Local Union #214, Detroit and the Steward.

SECTION 2. No warning notice need be given to an employee before he/she is suspended or discharged if the cause is dishonesty, being under the influence of an alcoholic beverage, being under the influence of a controlled substance drug and/or reckless behavior.

SECTION 3. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) calendar months from the date of said warning notice. Discharge must be by notice to the employee and the Union. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done to an employee, that employee shall be reinstated and compensated at his/her usual rate of pay for the period he/she was out of work. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) work days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) work days and decision reached within fifteen (15) work days from the date of discharge of suspension.

SECTION 4. All regular employees shall be eligible for School District benefits unless discharged under the following circumstances:

- a) Discharges of probationary employees
- b) Discharges of misconduct connected with one's work, or for intoxication while at work or for an act of assault, theft or sabotage connected with one's work, whether or not such discharge has subsequently been reduced to a disciplinary lay-off or suspension.

SECTION 5. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every

reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer for the duration of the unauthorized work stoppage or slow-down shall have the sole and complete right of discipline including discharge. Any violations of this Section are not entitled to the provision of Article 8.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

SECTION 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Should any grievance, disputes or complaints arise over the interpretation or application of the 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. By conference between the aggrieved employee, the Steward and the Supervisor. Grievances must be taken up promptly and no grievance will be considered unless the aggrieved employee initiates this conference no later than ten (10) work days after the occurrence of the facts upon which the grievance is based or when the employee became aware of the facts. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form, signed by the steward, within five (5) work days of the conference and deliver same to the Superintendent.

Step 2. After receipt of the written grievance by the Superintendent, a conference between the Union representatives and Employer representatives will be held within five (5) work days thereafter. The Union representative shall be either the Chief Steward or Teamster representative.

Step 3. If the Union or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) work days of meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within five (5) work days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall on the written request of the grievant, hold a hearing on the grievance in executive session, provided that is allowable under the terms of Michigan's Open Meetings Act; or at the request of the Union give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made

no later than five (5) work days thereafter. Two (2) copies of such disposition shall be furnished to the Union.

Step 4. In the event that the grievance is not satisfactorily settled at the Board step, the Union shall have ten (10) work days from the date of the answer at Step 3 or if no answer was given, the date the Step 3 answer was due in which to submit the grievance to binding arbitration in accordance with the procedures set forth below to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance panel must be submitted to the Employer in writing within the aforementioned ten (10) work day period. The decision of the Grievance Panel shall be made within sixty (60) work days of the notice to the Employer of submission of the Grievance panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) work days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) work days, it will be considered closed on the basis of the last disposition. Time limits will be adhered to unless mutually agreed upon in writing by the Union and Employer.

Step 5. Arbitration: If the grievance has not been settled in the third step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within fourteen (14) work days after the receipt of the last step answer. A submission to arbitration shall be made by filing a Demand for Arbitration with MERC. All matters submitted to Arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expense of its own witnesses.

SECTION 3. The parties agree that termination of the services or extension of the probationary period of a probationary employee are not subject to the grievance procedure.

SECTION 4. Should a grievance arise involving more than one (1) employee, such grievances will be designated as Class Grievances.

SECTION 5. For purposes of this article, the term "work days" shall mean days the aggrieved employee(s) are scheduled to work, except if the aggrieved employee(s) are not scheduled to work during the summer months between academic years, during the summer months the term "work days" shall mean days that the School District's administrative office is open.

**ARTICLE 10**  
**STEWARDS AND CHIEF STEWARD**

SECTION 1. The Employer recognizes the right of the Local Union Membership to elect one Divisional Steward for each division. The authority of the Divisional Stewards so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities;

a) The investigation and presentation of grievances with his/her Employer or the designated school representative in accordance with provisions of the collective bargaining agreement during working hours without the loss of pay.

b) The collection of dues when authorized by appropriate Local Union action.

c) The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of job Steward and his/her alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon in advance by the Steward and the Employer Representative. Permission shall be granted based upon the agreement.

SECTION 2. It is also recognized that the Union may use school buildings for meetings, providing school is not in session, and the Union will be responsible for maintenance and supervision at said meetings.

SECTION 3. The Alcona School Board recognizes the Teamsters Local #214 will be granted one (1) Chief Steward for servicing its members district wide. Said Chief Steward will participate in conjunction with the job steward in all grievances. Said Chief Steward will have the time necessary to act in this manner without loss of pay or benefits. The Chief Steward will serve on all Safety Panels.

SECTION 4. The Chief Steward shall be permitted time to investigate, present and process Class Grievances to the Employer without the loss of pay or benefits, and , if necessary, said Chief Steward may be required to serve as witness at any court, tribunal or Unfair Labor Charge hearing in conjunction with said grievance. Arrangements must be made with the School Superintendent for notification to the School Board of said Chief Steward's participation.

## **ARTICLE 11 EQUIPMENT, ACCIDENTS. AND REPORTS**

SECTION 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

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 and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

SECTION 3. An employee who is injured 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.

SECTION 4. The Employer shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

SECTION 5. Any employee in any accident shall immediately report said accident and any physical injury sustained to their immediate supervisor. An employee shall provide to the Employer information for the completion of an accident report, including the names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. A copy of such accident report will be supplied the employee.

SECTION 6. It is the duty of the employee and the employee shall immediately, or at the end of the respective shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

**ARTICLE 12  
SAFETY COMMITTEE**

SECTION 1. The Safety Committee will meet at least once each school year and thereafter when necessary. The Committee will consist of the Chief Steward and the Maintenance Supervisor; with the appropriate Department Head and Divisional Steward as a resource person when needed. The purpose of the Committee is to promote safety regulations and practices and to recommend procedures for compliance with local, state and federal safety laws and regulations. The Committee shall make its recommendations to the Superintendent. It is understood that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety rules.

**ARTICLE 13  
WORKER'S COMPENSATION**

SECTION 1. Where the employee has sick leave reserve and receives income under the Worker's Compensation Act, such income at the employee's option shall be supplemented by the Employer with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employees.

SECTION 2. It is understood that no employee can realize monetary gains resulting from application of this language in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from Worker's Compensation. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**ARTICLE 14  
RETIREMENT**

SECTION 1. The Employer is currently a member of the Michigan Public School Employees Retirement System. Provisions will be made for an employee to have his/her service time computed from the first day of employment.

SECTION 2. The Board shall contribute to the Public School Employee's Retirement System only those amounts it is required to contribute by law. In the event an employee desires to make a contribution to the Member Investment Plan created by P.A. 91, the Board will make the contribution on behalf of the employee by making a reduction in the employee's salary in an amount equal to the employee's contribution.

## **ARTICLE 15 VACATIONS**

SECTION 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule with the understanding the vacation time shall be earned in one year and used the following year (except as outlined otherwise in Section 4):

SECTION 2. For purposes of the vacation schedule set forth in this Article, a maximum of three (3) years of time lost due to an on-the-job disability for which the employee received workers' compensation benefits shall be counted as years of service and the employee shall receive vacation days accordingly.

SECTION 3. 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.

SECTION 4. Earned vacation days shall be credited to the employee at the beginning of each fiscal year (July 1 through June 30). If the employee elects not to take their allowed vacation during the current fiscal year, unused days will be compensated at their daily rate of pay in the final payroll of the current fiscal year. There will be no carryover of unused vacation days from one fiscal year to the next. If the initial year of employment is a partial year of employment, earned vacation days shall be pro-rated for that year.

SECTION 5. In case of retirement, resignation or death of an employee, the employee or the estate will be paid for all vacation days which have accumulated to his/her credit.

SECTION 6. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of Senior employees, each year, after January 1st, each employee shall submit to his/her immediate supervisor his/her vacation request not later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

SECTION 7. Employees hired PRIOR to July 1, 1996 and working in excess of 200 days of service per fiscal year shall be granted the following vacation without loss of pay:

- a) after one (1) year of service - 5 vacations days
- b) after two (2) years of service - 10 vacation days
- c) after five (5) years of service - 15 vacation days
- d) after ten (10) years of service - 20 vacation days

SECTION 8. Employees hired on or after July 1, 1996 and working in excess of 200 days of service per fiscal year shall be granted the following vacation without loss of pay:

- a) after one (1) year of service - 5 vacations days
- b) after five (5) years of service - 10 vacation days
- c) after ten (10) years of service - 15 vacation days
- d) after fifteen (15) years of service - 20 vacation days

## **ARTICLE 16 HOLIDAYS**

SECTION 1. All probationary and regular employees will be eligible to receive holiday pay (as specified in Sections 3 and 4 below) based on their current rate times the number of hours worked in a normal day; providing they have worked scheduled work day preceding and following the holiday or are on paid leave. Employees called to work on a scheduled holiday will receive the holiday pay in a normal day plus the current rate times the number of hours worked.

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 their vacation.

SECTION 3. Employees hired prior to July 1, 1996 and employees hired on or after that date working in excess of 200 service days during the fiscal year will be entitled to the following holidays:

Fourth of July  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas  
New Year's Eve  
New Year's Day  
Good Friday  
Monday after Easter  
Memorial Day

SECTION 4. Employees hired on or after July 1, 1996 and working 200 or less days during the fiscal year will be entitled to the following holidays

Thanksgiving Day  
Christmas Eve  
Christmas Day  
Day After Christmas  
New Year's Eve  
New Year's Day  
Monday after Easter  
Memorial Day

## **ARTICLE 17 TRAINING**

SECTION 1. The Employer recognizes the skills required of the school employees. The Employer further recognizes that in the event that it is necessary that an employee receive additional training during the time of the regular work day, the district will be responsible for the reimbursement of wages for that training. For any compulsory school or in-service training assigned by the Employer occurring on a leave day or off-duty, the employee will be paid straight time.

SECTION 2. If an employee is required to travel for training or in-service, the employee, with prior management approval, will be reimbursed for expenses (mileage, meals, registration, and accommodations as required) per Board policy.

## **ARTICLE 18 SICK LEAVE**

SECTION 1. Sick leave shall accrue at the rate of one (1) day per month to a maximum accumulation of 100 days, except the following employees shall be able to accumulate a maximum of 120 days: Sharon Schefferly and Tom Clark. When an employee has their maximum accumulated sick leave, the School District shall pay the employee for one-quarter ( $\frac{1}{4}$ ) of the day that the employee would have lost.

SECTION 2. In calculating sick days, the following plan is to be used. Persons working five to ten (5 to 10) days in a month earn one half ( $\frac{1}{2}$ ) sick leave time. Persons working eleven (11) or more days per month earn a full one (1) day sick leave time.

SECTION 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- a) Acute personal illness or incapacity over which the employee has no reasonable control. Personal illness days may be used for illness or emergency in the immediate family (see Article 19, Section 5 for definition) and a maximum of five (5) sick days per fiscal year may be used for attending funerals of non family members.
- b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.
- c) Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.
- d) Sick leave will be authorized when an employee is taken ill on the job.
- e) When an employee is found to abuse his/her sick leave privilege, he/she is subject to immediate dismissal by the Employer. Employees returning to work after five (5) or more consecutive personal illness (illness of the employee) days shall be required to present a medical approval to return to work.

SECTION 4. Sick leave may be granted in anticipation of future service not to exceed twelve (12) days per year. When employment is severed, a final accounting will be made and days due the Employer will be subtracted from the final paycheck. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 5. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period provided the district receives medical documentation. The medical documentation must be provided within five (5) days of the employee's return to work.

SECTION 6. For the loss of time due to an injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full week, five (5) days, after the accident without drawing on his/her sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of the previous injury. The Employer may request from the employee, a medical statement verifying the seriousness of the injury in relationship to absence from work. The nature of the injury must be sufficiently serious to prevent the employee from working. When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.

SECTION 7. In recognition of service to the district, a terminal leave payment shall be paid to the employee or his/her estate upon retirement, death or resignation of an employee in good standing. This provision applies only to those employees with at least 10 years service within the district as determined by the bargaining unit seniority list. The Employer shall pay the employee or his/her estate the sick days up to a maximum of one-fourth (1/4) of the accumulated sick days remaining in the bank. The rate of pay is calculated at the full rate the employee earned per day at the retirement, resignation or life expiration date.

SECTION 8. The Employer shall have the right to require an employee to see a physician selected by the Employer if there is a question whether the employee is medically able to perform the essential functions of his/her position or if abuse of leave is suspected based upon either a pattern of absenteeism or evidence that the employee is engaging in activities indicating the employee is able to work.

## **ARTICLE 19 ABSENCE**

SECTION 1. Any employee desiring an unpaid leave of absence from his/her employment shall submit such request in writing to his/her immediate supervisor at least five (5) work days prior to each date of anticipated absence. The supervisor (or if the supervisor is unavailable, the Superintendent or his/ her designee) will respond to the request in writing in three (3) work days after receipt of the employee request. The maximum leave of absence shall be for ninety (90) work days. Accumulated leave under this provision shall not be extended beyond the total number of the employee's regularly scheduled work days in a fiscal year. Entitled insurance premiums will be paid by the employer for such leaves. Failure to comply shall result in the complete loss of seniority rights and/or discharge for the employee involved. It is not the intention of this provision for employees to be gainfully employed during such leave periods.

SECTION 2. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. These must be requested in writing five (5) work days prior to each date of anticipated absence and will be limited to three (3) one-half (1/2) days per month. Leaves so requested must be taken if granted. Any employee using a regular work day, or part of a regular work day, for gainful employment may be subject to immediate dismissal.

SECTION 3. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight 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 personnel affected so that there shall be no disruption of the Employer's operations 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.

SECTION 4. Three (3) paid personal leave days per year shall be granted for personal affairs, except less than 12-month-per-year employees hired after March 15, 2004 shall receive two (2) paid personal leave days. Approval in advance from the immediate supervisor is required and a personal leave day form must be submitted and approved at least two (2) days prior to the date of leaving. Emergencies are exempted from the two (2) day requirement. Unused personal leave days will be added to the sick leave accumulation of each employee. Approval for personal leave days involving holidays, vacations, or recreational activities shall be at the discretion of

management. Personal leave days may not be used for gainful employment and are not chargeable to sick or vacation time. Personal leave days may be used to extend the funeral leaves for family members provided in Section 5 below or to attend funerals of non family members with one (1) day advanced prior approval. The Employer may limit the number of employees who are absent on the same date for personal leave.

SECTION 5. Funeral leave, not to exceed three (3) days shall be granted by the immediate supervisor for the following: Death of a member of the employee's immediate family or any member of the employee's household no matter the degree of relationship. The use of such days for funeral leave shall not be deducted from personal business days or sick days but shall be taken as needed. The employee's immediate family shall be considered spouse, mother, father, grandparents, child, sister, brother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, and step parent(s). One day shall be granted for the attendance at the funeral of a member of the family, other than immediate, such as aunt, uncle, niece, nephew, and cousin. Such days shall not be deductible from the employee's personal business days or sick days.

## **ARTICLE 20 COMPENSATION**

SECTION 1. Attached hereto and marked "Schedules" are scales showing the classification and wage rates of the employees covered by this Agreement. Said schedules further set forth provisions concerning hours of work, regular working conditions, and other conditions of employment. It is mutually agreed that said schedules and the contents hereto shall constitute a part of this Agreement.

SECTION 2. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

SECTION 3. 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 with employee consent.

SECTION 4. When an employee is required by the Employer to furnish his/her own transportation to and from a job location, he/she shall receive a mileage allowance per adopted Board policy or will be furnished transportation by the school district; but from home to the job is not considered part of this section.

## **ARTICLE 21 INSURANCE**

SECTION 1. The Board agrees to provide insurance coverage outlined below, for all the employees as follows:

**-Hired prior to 7/1/1996** – Full family coverage. Blue Cross/Blue Shield Flexible 3 Plan. \$2,000/Single and \$4,000/Family Calendar Year Deductible

**-Hired after 7/1/ 1996, working more than 200 days per fiscal year** – Single Blue Cross/Blue Shield Flexible 3 Plan. \$2,000/Single and \$4,000/Family Calendar Year Deductible. Additional coverage will be shared at the rate of seventy percent (70%) Board, and thirty percent (30%) employee for both the insurance premium and additional deductible amount.

**-Hired after 7/1/1996, working less than 200 days per fiscal year** – Single Blue Cross/Blue Shield Flexible 3 Plan. \$2,000/Single and \$4,000/Family Calendar Year Deductible. Additional coverage will be one-hundred percent (100%) responsibility of the employee for both the insurance premium and the additional deductible amount.

## SECTION 2.

The Employer shall deposit \$2,000 (single) and \$4,000 (two-person or family coverage) into the enrolled employee's health savings account (HSA) on the first payroll in January. The employee becomes the owner of the HSA funds when contributed by the Employer and is responsible for using those amounts for purposes permitted for HSA plans.

The financial institution receiving the HSA deposit will be designated by the Employer. The Employer will be responsible for any administrative fees imposed by the financial institution for issuance of the HSA debit card to enrolled employees.

If the Internal Revenue Service determines that the minimum annual deductible amount must be increased beyond the amounts specified above in order for the HSA to comply with IRS regulations, the Employer will be responsible for contributing the increased amount. If there is a change in the internal revenue code that impacts this Article, then this Article is subject to be reopened for renegotiation at the request of the Board or Union

If the HSA is initially implemented at a time other than January 1, the employer shall create and administer a Health Reimbursement Arrangement (HRA) from which the employer shall satisfy the Blue Cross/Blue Shield Flexible 3 deductible for the remainder of that calendar year ( i.e., until the HSA contribution is made the following January). In January of the next calendar year, the HSA will be implemented. The same arrangement will be made when an employee is initially hired other than at the commencement of a calendar year. Reimbursement to employees under the HRA shall be limited to the Blue Cross/Blue Shield Flexible 3 deductible amount and must be supported by documentation sufficient to meet IRS standards.

SECTION 3. Basic full-family vision insurance for all members.

SECTION 4. Full-family dental coverage for all members.

SECTION 5. Employees hired after July 1, 2006 will pay a monthly co-pay as follows:  
-Single coverage - \$20

-Two-person coverage - \$25

-Family - \$30

All co-pays are per-month, deducted from payroll pre-tax dollars.

SECTION 6. Group term life insurance plan in the amount \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

SECTION 7. Long term disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employee's wages.

## **ARTICLE 22 GENERAL**

SECTION 1. Authorized representatives of the Union shall 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 Employer concerning matters covered by this Agreement.

SECTION 2. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

SECTION 3. The Employer will 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 the performance of his/her normal duties and responsibilities except in cases of gross misconduct.

SECTION 4. The Employer shall post all employee related materials as required by law and this contract in the Custodial Break Room, Kitchen, Copy Machine Room of both the elementary and secondary buildings as well as the Transportation bulletin board.

SECTION 5. The senior employee, whenever possible, when assigned to work in a higher classification, shall receive the higher rate of pay classification for the hours worked in the higher classification. When an employee is involuntarily assigned to work in a lower classification during the work day, he/she shall not suffer a reduction in pay. If an employee applies for positions in more than one division or wage classification, the employee will be paid the wages associated with each division or wage classification based upon the number of hours worked in each division or wage classification.

SECTION 6. The Employer will supply uniforms to the mechanics, and disposable aprons for the cafeteria workers.

SECTION 7. 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 clear proof of negligence is shown.

SECTION 8. The Employer agrees to furnish all necessary equipment to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

SECTION 9. In an emergency situation, members of the maintenance, facility caretaker, and mechanic divisions will be required to work during a snow day. They will be compensated by receiving days off during the school year or the time will be added to vacation time not to exceed four (4) days.

SECTION 10. If the district reschedules pupil instruction days which are lost due to conditions beyond the control of school authorities (e.g., inclement weather), the rescheduling of such days shall not affect, or otherwise require adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement, except as provided in Section 9 above. The parties will continue the practice of paying employees for the days that are cancelled due to conditions beyond the control of school authorities even though they do not work those days, and requiring employees to make up cancelled days beyond the period of time required by the state without being paid for the make up days. In the event the school calendar is amended, and the school year is extended, any unapproved absence taken during the extension shall be considered lost time and the employee will not be compensated. Leave days cannot be used during such "make up" days unless required for emergency situations and as approved by management. Also, management reserves the right to require a doctor's verification for any employee taking personal illness time during such period.

## **ARTICLE 23 SPECIAL CONFERENCE**

SECTION 1. For matters not specifically covered by this Agreement, the Parties agree to hold a special conference for the purpose of negotiating mutually satisfactory supplement to this Agreement. Such special conference will be called for this purpose within five (5) work days upon notification from the Union and/or Employer. The party requesting the special conference will prepare the agenda and only those items on the agenda will be discussed. If a special conference cannot be scheduled other than during working hours, the Steward will not lose time or pay spent in such special conference.

## **ARTICLE 24 JURY DUTY AND COURT APPEARANCES**

SECTION 1. The Employer agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty.

SECTION 2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

SECTION 3. Employees are entitled to travel allowance provided by the City, County or State for miles traveled and reimbursed in the course of jury duty.

**ARTICLE 25  
SEPARABILITY AND SAVINGS CLAUSE**

SECTION 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court, or 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 the Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutual satisfactory replacement for the provision held invalid.

**ARTICLE 26  
TERMINATION OF AGREEMENT**

SECTION 1. This Agreement shall be in full force and effect from the date it was ratified by the parties, and shall expire June 30, 2012, 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) calendar days prior to date of expiration.

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) calendar days prior to June 30, 2012, or any subsequent contract year that such party desire to continue this Agreement but also desire to revise or change terms and conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereupon set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ALCONA COMMUNITY SCHOOLS

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

TEAMSTERS STATE, COUNTY,  
AND MUNICIPAL WORKERS  
LOCAL 214

\_\_\_\_\_  
Curtis H. Brown  
Business Representative

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, Secretary  
Alcona Board of Education

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Sharon Schefferly,  
Chief Steward

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Shawn S. Thornton, Superintendent  
Alcona Community Schools

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Veronica Miller, Steward

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Alan J. Shillair, Business Manager  
Alcona Community Schools

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Joann Fournier, Steward

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Kim Quick, Steward

## **SCHEDULE A**

### **ALL EMPLOYEE CLASSIFICATIONS EXCEPT BUS DRIVERS HOURS OF WORK AND OVERTIME**

SECTION 1. The regular work week is established as five (5) days, eight (8) hours per day; or forty (40) hours per week. Every employee, except Para Professionals, who works an eight (8) hour day will be allowed one (1) fifteen (15) minute break in each four (4) hour work period. Para Professionals who work at least six and one-half (6 ½) hours per day shall receive two (2) fifteen (15) minute breaks to be determined by the immediate supervisor. Every employee who works an eight (8) hour day will take a one-half (1/2) hour unpaid lunch break. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge. Employees working less than an eight (8) hour day, but four (4) hours or more per day, will receive a one-half (1/2) hour unpaid lunch and one (1) fifteen (15) minute break for each four (4) hours of work.

The following shift differentials shall apply only at facilities with round-the-clock shifts: twenty cents (\$.20) - afternoon (any regular shift starting on or after 3:00 p.m.); twenty-five cents (\$.25) - night (any regular shift starting on or after 6 p.m.)

SECTION 2. 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 and can be taken as wages or compensatory time if approved by the supervisor. Overtime must be recorded on the time sheet and must be approved by the supervisor. Compensatory time must be used within 30 work days or by mutual agreement with supervisor.

SECTION 3. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1-1/2) times his/her hourly rate.

SECTION 4. Overtime work will be permitted only when authorized by the immediate Supervisor.

SECTION 5. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The least senior employee will be required to accept the assignment.

SECTION 6. The Board of Education will schedule tuberculin shots if required by law of those employees pertaining thereto. The cost of the tuberculin tests and any required related medical procedures, including but not limited to x-rays, will be covered by the employee's health insurance/HSA plan. The Board will reimburse the employee medical costs for the tuberculin tests and any related medical procedures not covered by the employee's health insurance/HSA plan.

In instances wherein the Board of Education requires a physical exam of an employee, the cost of the physical exam and any required related medical tests or procedures will be covered by the

employee's health insurance/HSA plan. The Board will reimburse the employee medical costs for the physical exam and any related medical tests or procedures not covered by the employee's health insurance/HSA plan.

SECTION 7. Bus Drivers are not considered as part of this schedule.

SECTION 8. When specially trained and certified personnel work on special projects required by the district's Asbestos Hazard Emergency Response Act (AHERA) Management Plan, such personnel will be paid at the "Maintenance/Facility Caretaker" rate on Schedule C during such project.

SECTION 9. Employees working additional hours during their regular work year, beyond regularly scheduled hours, will be paid at their regular rate except as outlined in Schedule A, Section 2.

SECTION 10. The establishment of a regular work week shall not be construed as a guarantee of days or hours.

SECTION 11. The employer will provide work for each employee on each student attendance day and at least 2 professional development days each year. Employees may be excused from professional development days with prior approval of the immediate supervisor with 48 hours advance request time and the employee shall only be paid if they attend the professional development day.

## **SCHEDULE B**

### **BUS DRIVERS - HOURS OF WORK AND OVERTIME**

SECTION 1. The regular pay period will be for two (2) weeks, ten (10) working days. Time and one-half (1-1/2) will be paid for over forty (40) hours per week. Time sheets (cards) must be properly and completely made out before submitting to transportation office or Supervisor no later than the final day of the pay period. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge.

SECTION 1-A. Overtime will be allowable only with the expressed permission of management.

SECTION 1-B. Extra bus trips or combinations of assignments that exceed 40 hours per week will not be approved except by mutual agreement between the unit member and management. In the event that the number of hours worked per week exceeds 40 hours, the employee will be compensated at time and one half (1-1/2) or with compensatory time at the rate of one and one half hour (1-1/2) for each hour of overtime. Management will reserve the right to assign employees to extra trips or extra assignments when in its opinion the assignment would result in overtime. Compensatory time to be used in 30 working days, unless mutual agreement with management.

SECTION 2. Straight time will be paid for all athletic and field trips. Layover time will also be straight time, providing the bus driver and bus remain at the site. Drivers may be required to assist with student supervision as reasonably requested.

SECTION 3. Drivers will be guaranteed a minimum of two (2) hours per regularly scheduled morning and afternoon bus run. The two (2) hour minimum shall not apply to extra curricular bus runs scheduled to start within one (1) hour of the students' start time. The student start time for the building where the extra curricular run originates will be used. If the two (2) hour minimum does not apply, the driver will be paid for the down time between the student start time and the scheduled start of the extra curricular run.

SECTION 4. When a driver's route is permanently vacated, the bus route(s) will be posted within five (5) work days. Bids shall be received in writing and open routes assigned to senior drivers within ten (10) work days.

SECTION 4-A. When a route is temporarily vacated from one to ten (1- 10) work days, it will be filled by a substitute driver. Periods longer than ten ( 10) work days will be subject to Article 7, Section 6.

SECTION 5. The Board of Education will schedule tuberculin shots if required by law of those employees pertaining thereto. The cost of the tuberculin tests and any required related medical procedures, including but not limited to x-rays, will be covered by the employee's health insurance/HSA plan. The Board will reimburse the employee medical costs for the tuberculin

tests and any related medical procedures not covered by the employee's health insurance/HSA plan.

In instances wherein the Board of Education requires a physical exam of an employee, the cost of the physical exam and any required related medical tests or procedures will be covered by the employee's health insurance/HSA plan. The Board will reimburse the employee medical costs for the physical exam and any related medical tests or procedures not covered by the employee's health insurance/HSA plan.

SECTION 5-A. The Employer will reimburse the bus driver and mechanic for the chauffeur's license and required classification when renewed. Transportation employees will be reimbursed for drug/alcohol testing required by law or the management.

SECTION 6. All routes will be established by the employer and assigned by seniority to the drivers.

SECTION 7. Drivers are to be notified as soon as possible or before 6:00 a.m. that school is not in session due to Act of God (weather, health, etc.).

SECTION 8. The School Board will pay the difference between the amount paid by the State and regular rate of pay when involved in the training program, provided the program is required by law.

SECTION 9. Whenever extra runs are required, the driver selected to take the special run will be determined by the rotational seniority list described in section 9-A below. Each driver will have the opportunity to either accept or reject the special run when their name comes up according to the rotational seniority list, with the least senior driver(s), on or off the list, required to take the special run(s) if qualified substitute drivers are not available as determined by management. The rotational seniority list will be used in selecting the qualified person for the special trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

SECTION 9-A. Extra trips shall be offered according to a continuing rotation list established by seniority at the beginning of the school year. Drivers interested in extra trips should sign up on the extra trip list on orientation day.

SECTION 9-B. Except for unusual circumstances, extra trips will be posted three (3) days in advance in the bus garage on the bulletin board and drivers will have forty eight (48) hours prior to extra trip date to sign up. It is the drivers responsibility to regularly check the bulletin board. Drivers who do not sign up for the extra trips in the manner prescribed will be considered an automatic refusal.

SECTION 9-C. If a special or extra trip interferes with a driver's run in their regular daily route, the driver will be paid a minimum of two (2) hours for such extra run.

SECTION 10. If a driver or drivers are asked to take another driver's run, that driver or drivers collectively will be paid the same amount of time the original driver would have been paid.

SECTION 11. Drivers will be required to wash their bus at least once a week (excluding periods of inclement weather) and sweep and clean the interior on a daily basis. Students should not be on board the bus during cleaning. Drivers are also required to provide safety and pre-trip checks and any other inspections or procedures as required by law. Management reserves the right to inspect any and all buses without prior notification.

SECTION 11-A. Drivers will be paid one-half (1/2) hour in their time allowance for the express purposes indicated in Section 11 above.

SECTION 12. The number of working days per year will be the number of days established by the Board of Education as days in session. In addition, one day, at a maximum of four (4) hours compensation, is allowed at the beginning of the school year for orientation and physical exams (one day total). The date of the orientation will be established by the Superintendent's office. This shall not be construed as a guarantee of working days or working hours.

SECTION 13. Drivers must comply with all local, state or federal rules, regulations, requirements or face dismissal.

SECTION 14. "Snow Day Makeup" - See Article 22, Section 11.

#### **SCHEDULE B - DEFINITIONS:**

ROUTE, REGULAR ROUTE, OR REGULAR DAILY ROUTE - The drivers normal daily driving assignment including normal afternoon and morning runs bringing children to and from the school buildings and home plus any additional regular mid-day run such as morning kindergarten, vocational, or head start runs, etc.

RUN - Single driving trip which could be any one of the following:

- normal morning, afternoon, or mid-day trip in Regular Daily Route
- extra, special, field, or athletic trips which are not normally part of a Regular Daily Route.

## **SCHEDULE C – DIVISIONS AND CLASSIFICATIONS**

### **DIVISION: Secretaries**

#### **Classifications-**

1. Lead Secretary
2. Secretary/Receptionist

### **DIVISION: Para Professionals and Clerks**

#### **Classifications-**

1. Media Specialist Assistant
2. Distance Learning Assistant
3. Paraprofessionals
4. Vocational Education Instructional Assistant
5. Non-Instructional Assistant

### **DIVISION: Maintenance, Facility Caretakers and Mechanics**

#### **Classifications-**

1. Lead Mechanic
2. Mechanic
3. Maintenance and Facility Caretakers
4. Facility Caretakers

### **DIVISION: Food Service**

#### **Classifications-**

1. Lead Cook
2. Cooks/Cashiers

### **DIVISION: Transportation**

#### **Classifications-**

1. Drivers

SCHEDULE C-1  
 CLASSIFICATIONS, WAGES  
 2009-2012

**ALCONA COMMUNITY SCHOOLS  
 WAGES FOR EMPLOYEES HIRED ON OR AFTER JULY 1<sup>ST</sup>, 1996**

**DIVISION: SECRETARIES**

<b>Lead Secretary</b>	<b>Probation</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
2009/10	13.14	14.14	14.57	14.86	15.15	15.46	15.74	16.04
2010/11	14.16	15.16	15.51	15.78	16.01	16.28	16.52	16.74
2011/12	15.18	16.18	16.51	16.70	16.88	17.09	17.26	17.44

<b>Secretary/Receptionist</b>								
2009/10	10.50	11.50	11.78	11.93	12.10	12.26	12.39	12.59
2010/11	10.71	11.71	12.02	12.17	12.34	12.51	12.64	12.84
2011/12	10.92	11.92	12.26	12.41	12.59	12.76	12.89	13.10

SCHEDULE C-1 CONTINUED

**DIVISION: PARAPROFESSIONALS & CLERKS**

**Media Specialist Assistant Probation**

**Start**

**1**

**2**

**3**

**4**

**5**

**6**

2009/10	10.50	11.50	11.78	11.92	12.10	12.26	12.39	12.59
2010/11	10.71	11.71	12.02	12.16	12.34	12.51	12.64	12.84
2011/12	10.92	11.92	12.26	12.40	12.59	12.76	12.89	13.10

**Distance Learning Assistant**

2009/10	10.50	11.50	11.78	11.92	12.10	12.26	12.39	12.59
2010/11	10.71	11.71	12.02	12.16	12.34	12.51	12.64	12.84
2011/12	10.92	11.92	12.26	12.40	12.59	12.76	12.89	13.10

**Paraprofessional**

2009/10	8.79	9.79	10.29	10.67	11.07	11.44	11.82	12.20
2010/11	8.97	9.97	10.50	10.88	11.29	11.67	12.06	12.44
2011/12	9.15	10.15	10.71	11.10	11.52	11.90	12.30	12.69

SCHEDULE C-1 CONTINUED

**Vocational Education  
Instructional Assistant**

**Probation      Start      1      2      3      4      5      6**

2009/10	12.31	13.31	13.81	14.16	14.55	14.92	15.29	15.66
2010/11	12.56	13.56	14.09	14.44	14.84	15.22	15.60	15.97
2011/12	12.81	13.81	14.37	14.73	15.14	15.52	15.91	16.29

**Non-Instructional  
Assistant**

2009/10	7.55	8.55	8.55	8.95	9.33	9.70	10.08	10.47
2010/11	7.70	8.70	8.72	9.13	9.52	9.89	10.28	10.68
2011/12	7.85	8.85	8.89	9.31	9.71	10.09	10.49	10.89

**DIVISION: MAINTENANCE, FACILITY CARETAKERS & MECHANICS**

**Lead Mechanics**

**Probation      Start      1      2      3      4      5      6**

2009/10	15.32	16.32	16.63	16.82	17.03	17.23	17.42	17.63
2010/11	15.63	16.63	16.96	17.16	17.37	17.57	17.77	17.98
2011/12	15.94	16.94	17.30	17.50	17.72	17.92	18.13	18.34

SCHEDULE C-1 CONTINUED

**Mechanics**

2009/10	14.12	15.12	15.54	15.74	15.85	16.05	16.24	16.45
2010/11	14.40	15.40	15.85	16.05	16.17	16.37	16.56	16.78
2011/12	14.69	15.69	16.17	16.37	16.49	16.70	16.89	17.12

**Maintenance & Facility Caretakers**

2009/10	14.59	15.59	15.87	16.05	16.23	16.42	16.59	16.76
2010/11	14.88	15.88	16.19	16.37	16.55	16.75	16.92	17.10
2011/12	15.18	16.18	16.51	16.70	16.88	17.09	17.26	17.44

<b>Facility Caretakers</b>	<b>Probation</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
2009/10	11.97	12.97	13.34	13.63	13.88	14.13	14.40	14.68
2010/11	12.21	13.21	13.61	13.90	14.16	14.41	14.69	14.97
2011/12	12.45	13.45	13.88	14.18	14.44	14.70	14.98	15.27

SCHEDULE C-1 CONTINUED

**DIVISION: FOOD SERVICE**

<b>Lead Cooks</b>	<b>Probation</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
2009/10	11.91	12.91	13.16	13.25	13.37	13.47	13.59	13.70
2010/11	12.15	13.15	13.42	13.52	13.64	13.74	13.86	13.97
2011/12	12.39	13.39	13.69	13.79	13.91	14.01	14.14	14.25

<b>Cooks/Cashiers</b>	<b>Probation</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
2009/10	10.50	11.50	11.78	11.92	12.10	12.26	12.39	12.59
2010/11	10.71	11.71	12.02	12.16	12.34	12.51	12.64	12.84
2011/12	10.92	11.92	12.26	12.40	12.59	12.76	12.89	13.10

**DIVISION: TRANSPORTATION**

<b>Drivers</b>	<b>Probation</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
2009/10	13.78	14.78	15.26	15.61	15.99	16.35	16.70	17.07
2010/11	14.06	15.06	15.57	15.92	16.31	16.68	17.03	17.41
2011/12	14.34	15.34	15.88	16.24	16.64	17.01	17.37	17.76

SCHEDULE C-2  
 CLASSIFICATIONS, WAGES

**ALCONA COMMUNITY SCHOOLS\$  
 BEFORE JULY 1, 1996**

<b>DIVISION: SECRETARIES</b>			
<b>Classification</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
1. Lead Secretary	17.62	18.21	18.81
2. Secretary/Receptionist	15.77	16.09	16.41
<b>DIVISION: PARAPROFESSIONALS &amp; CLERKS</b>			
<b>Classification</b>			
1. Media Specialist Assistant	15.15	15.45	15.76
2. Distance Learning Assistant	15.15	15.45	15.76
3. Paraprofessionals	12.20	12.44	12.69
<b>DIVISION: MAINTENANCE, FACILITY CARETAKERS &amp; MECHANICS</b>			
<b>Classification</b>			
1. Lead Mechanics	18.28	18.65	19.02
2. Mechanics	18.08	18.44	18.81
3. Maintenance & Facility Caretakers	18.08	18.44	18.81
4. Facility Caretakers	16.74	17.07	17.41
<b>DIVISION: FOOD SERVICE</b>			
<b>Classification</b>			
1. Lead Cooks	16.31	16.64	16.97
2. Cooks & Cashiers	15.15	15.45	15.76
<b>DIVISION: DRIVERS</b>			
<b>Classification</b>			
1. Drivers	17.37	17.72	18.07

**MEMORANDUM OF UNDERSTANDING**

**Between**

**ALCONA AREA SCHOOL DISTRICT**

**-and-**

**TEAMSTERS LOCAL 214**

**Compensation for Employees Assigned to Arrange for Substitutes**

The following shall constitute a Letter of Agreement between the Alcona Board of Education and Teamsters Local 214:

The parties have agreed to the following to resolve the issue of compensation for bargaining unit employees assigned to arrange for substitutes for absent teachers and/or aides:

1. Each of the following employees shall be credited with personal use time (P.U.T.) for the time to be spent on this activity in the 1999-2000 school year and each school year thereafter if these duties are performed by these employees or their successors.

Erlene Ranger	5 Days
Sharon Schefferly	5 Days
Jackie Kelly	5 Days

2. The time will be credited to the employee's P.U.T. bank effective on July 1 following the year the work is performed.
3. The P.U.T. earned in this manner shall be utilized by the employees during non-instructional periods throughout the school year.
4. The P.U.T. earned in this manner shall not carry over from one year to the next. It must be used during the school year it is credited to the employee's account.
5. P.U.T. will be used, when designated for non-instructional periods, before vacation time is charged.
6. In the event another employee is assigned this duty as a replacement to the regularly assigned employee, then the time spent shall be recorded on

their regular weekly timesheet as hours worked. The building principal shall review and approve the time earned in this category of work.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ALCONA COMMUNITY SCHOOLS

TEAMSTERS LOCAL 214

\_\_\_\_\_  
Shawn S. Thornton  
Superintendent

\_\_\_\_\_  
Curtis H. Brown  
Business Representative

\_\_\_\_\_  
Sharon Schefferly  
Chief Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between**

**ALCONA AREA SCHOOL DISTRICT**

**-and-**

**TEAMSTERS LOCAL 214**

**Grandfathered Rates of Incentive Compensation**

The following shall constitute a Letter of Agreement between the Alcona Board of Education and Teamsters Local 214:

It is understood by all parties that the existing employees listed below will be grandfathered at the listed rates of incentive compensation unless otherwise specified. Such rates will be frozen as listed.

Clark, Tom	2%
Donovan, Diane	1%
Gerard, Shirley	2%
Ginder, Sharon	1%
Monnier, Kim	2%
Schefferly, Sharon	2%
Somers, Linda	1%

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ALCONA COMMUNITY SCHOOLS

TEAMSTERS LOCAL 214

\_\_\_\_\_  
Shawn S. Thornton  
Superintendent

\_\_\_\_\_  
Curtis H. Brown  
Business Representative

\_\_\_\_\_  
Sharon Schefferly  
Chief Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between**

**ALCONA AREA SCHOOL DISTRICT  
-and-  
TEAMSTERS LOCAL 214**

**Transfers Between Divisions**

The following shall constitute a Letter of Agreement between the Alcona Board of Education and Teamsters Local 214:

It is understood by all parties that for employees transferring between divisions and departments, the following pay scale will apply:

- 1. Employees hired BEFORE July 1, 1996.

Such employees will receive the Standard rate as specified under Schedule C-2 for the new division.

- 2. Employees hired ON or AFTER July 1, 1996.

Such employees will receive the Start Rate as specified under Schedule C-1 for the new division. Other than not starting at the Probationary Rate, the transferred employee will move on Schedule C-1 as any new hire in that division. Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ALCONA COMMUNITY SCHOOLS

TEAMSTERS LOCAL 214

\_\_\_\_\_  
Shawn S. Thornton  
Superintendent

\_\_\_\_\_  
Curtis H. Brown  
Business Representative

\_\_\_\_\_  
Sharon Schefferly  
Chief Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_