

AGREEMENT

BETWEEN

PINCONNING AREA BOARD OF EDUCATION
Pinconning, Michigan

and

UNITED STEELWORKERS
AFL-CIO•CLC
on behalf of Local Union 7652-00

July 1, 2011 to June 30, 2016

Revised 2012

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AGREEMENT
between
PINCONNING AREA BOARD OF EDUCATION
and
UNITED STEELWORKERS
AFL-CIO•CLC

This Agreement between the Board of Education, Pinconning Area Schools, Pinconning, Michigan, hereinafter called the “Board”, “Employer” or “District”, and the United Steelworkers, AFL-CIO•CLC, on behalf of Local Union 7652-00, hereinafter called the “Union”.

ARTICLE I
RECOGNITION - UNION SECURITY AND CHECK-OFF

Section 1.1: Recognition - Bargaining Unit:

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below in 1.1a.

Section 1.1a:

All full-time and term non-instructional employees of the Pinconning Area Schools, identified in Article XI of this Agreement, excluding supervisory employees, confidential secretaries, and substitutes.

The term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

Section 1.2: No Discrimination

It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex, height, weight, marital status or disability. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

Section 1.3: No Other Organizations

The Board agrees not to negotiate with any organization representing the employees covered by this Agreement, other than the Union for the duration of this Agreement.

Section 1.4: Union Membership Present Members

Any employee who is a member of the Union in good standing on the effective date of this agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 1.5: Union Membership New Employees

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement, or thirty (30) days following the beginning of their employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event an employee does not wish to become a member of the Union or sign a dues check-off card, they may refuse, without being in violation of Section 1.5 and provided that on the thirtieth (30th) day after the signing of this Agreement, or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee check-off authorization form authorizing the deduction of service fees equivalent to the periodic membership dues uniformly required of all Union members.

(b) In the event an employee refuses to comply with Section 1.5 or 1.5(a), they shall be subject to discharge only after official notice from the International Union.

Section 1.6: Check-off

The Employer agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 1.5 and 1.5(a), the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made the second pay each month.

With respect to all the sums deducted by the Board pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Board agrees promptly to remit to the International Secretary-Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

Section 1.7: Notice to Union of New Employees

Newly hired employees will be given a Union authorization card or a service deduction card and the President of the Local Union will be notified in writing, of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any, within five (5) days. Responsibility for signing the card rests with the newly hired employee and the Local Union.

Section 1.8: Indemnification and Hold Harmless Clause

The Union agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Board by the Union, or for the purpose of complying with any provisions of this Article.

The right and obligation to refund to employees monies deducted from their pay and remitted to the Union under such authorization shall lie solely with the Union.

Section 1.9: Supervisors or Non-Unit Not to Work

The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when Union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged. It is not the intent of this Section to cause direct layoffs of any bargaining unit employee, or cause the direct reduction in any bargaining unit employee's scheduled work hours. A good faith attempt to secure bargaining unit personnel will meet the requirements of availability.

Note: The definition of an emergency is: "An Emergency" is an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

Section 1.10: Employees' Rights - School Act

Nothing contained herein shall be construed to deny or restrict to any employee rights they may have under the Michigan General School Laws or applicable state laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 1.11: Term Employees

Term Employee: A term employee is a person hired to work during the school term; the days students are present and attending regular classes.

A Term employee may refuse a call-in during regular vacation time without penalty or record of such refusal. This would include those days during the school year when classes are not in session.

Term employees may be required to work In-Service Days and/or School Improvement Program (SIP) even though students are not in regular classes.

It is further agreed employees required to work the In-Service Days and/or School Improvement Program (SIP) shall be notified at least two (2) weeks in advance that they are not required to work the In-Service Days and/or School Improvement Program (SIP).

When a student body is dismissed for the purpose of staff development involving the School Improvement Program (SIP) or other development programs, all term employees will have the opportunity to work their regularly scheduled hours. Management will assign the work for such hours.

ARTICLE II RIGHTS OF THE UNION

Section 2.1: Use of School Buildings

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by Principal or Superintendent of Schools. No employee shall be prevented from wearing an insignia, pins or other identification of membership in the Union either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Union and its members, provided it does not interfere with the orderly conduct of the school business.

Section 2.2: School Reports

Upon written request by the Union the following reports will be made available:

- (1) The Annual Financial Report for the year ending as of June 30th after completion of the audit.
- (2) Copy of the budget that is officially adopted by Board.
- (3) List of all personnel within the bargaining unit including their regular hourly rate and years of seniority in the system.
- (4) Information that is germane to the processing and handling of grievances shall be made available.
- (5) Five (5) copies of the regular scheduled Board meeting agenda will be available for pick-up by the Union President or designee, after 4:00 p.m. on Friday prior to the meeting; said agendas will be at the School Administrative office.
- (6) Five (5) copies of the approved public minutes of the Board of Education meetings will be sent to the President of USW Local 7652 upon approval of the minutes.

ARTICLE III RIGHTS OF THE BOARD OF EDUCATION

Section 3.1: Powers of Board

It is hereby recognized by all parties hereto that the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States. It is further recognized that the exercise of powers, rights, authority, 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 terms of this Agreement and then only for the extent such terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

Section 3.2: Full Agreement - No Oral Agreements

The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE IV COMPENSATION

Section 4.1: Wages

The employees covered by this Agreement shall be paid in accordance with the wages described in the attached Schedule A.

Section 4.2: Job Descriptions

Within sixty (60) days upon ratification of this Agreement all jobs listed in Schedule A will be jointly updated and described. Each job description shall be updated by a committee consisting of not more than two (2) District representatives, an employee designated by the Union who is presently in the classification, and a Union committee member. Such descriptions will reflect the duties of the job and the necessary qualifications. Any changes in the future to current classifications, or when a new classification is established, the parties shall jointly develop descriptions and qualifications pursuant to the before-described committee. The parties further agree that all bargaining unit members will have access to a job classification book located in the Administration office, which describes all jobs and the minimum necessary qualifications.

Section 4.3a: Report-In

Any employee reporting to work without having been properly notified that there will be no work, shall receive at least two (2) hours' pay, except in cases of labor disputes or other conditions beyond the control of management.

Section 4.3b: Call-In Pay

Any employee called to work two (2) hours or less before or after his/her shift and works less than forty (40) hours per week, shall receive at least two (2) hours pay and work in addition to the regularly scheduled hours for that employee's work day. If an employee works over two (2) hours, they shall be paid for time worked.

Section 4.4: Temporarily Transferred

When an employee is temporarily required to fill a classification paying a higher rate of pay for four (4) hours or more, the employee shall receive the higher rate, but if required to temporarily fill a classification paying a lower rate of pay, his/her rate shall not be changed.

Section 4.5: Employee Repayment

Employees who are overpaid by payroll must repay the District. The Union Committee in counsel with the employee will arrange suitable terms acceptable to the District for such repayment by the employee in a reasonable time period.

Section 4.6: District Repayment

Employees who are underpaid as a result of an error solely and exclusively the fault of the District, must be repaid within three (3) working days.

**ARTICLE V
RATE ESTABLISHMENT AND ADJUSTMENT**

Section 5.1: New Jobs

When a wage rate for a new job or a new wage rate is adopted, the employee or employees affected may at any time within thirty (30) calendar days (except where the parties otherwise mutually agree) file a Grievance alleging that such new rate does not bear a fair relationship to other jobs in the system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If the grievance is submitted to arbitration, the decision shall be effective as of the date when the employee was assigned to the new wage rate or new job.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1: Definition

Should disputes arise between the Board and the Union, or its members employed by the Board, as to the interpretation and application of the provisions of this Agreement, there shall be no stoppage of work by the employee covered hereby on account of such differences, but an earnest effort shall be made to settle such differences in the following grievance procedure. Past practice cannot be the sole reason for filing a grievance.

Step 1:

Within five (5) working days after the discovery of the occurrence or the act or condition giving rise to the dispute (see exceptions, Section 6.4), the aggrieved employee and Committeeperson shall meet with the Supervisor to resolve the matter. The Supervisor must give an answer within five (5) working days after such meeting.

Step 2:

If the grievance is not settled in Step 1, the employee or employee's Committeeperson shall within five (5) working days from the receipt of the Step 1 answer, meet with the Supervisor to file a grievance in writing specifying the section of the Contract the employee alleges is violated, the nature of the events that caused the alleged violation, and the remedy he/she seeks, on forms furnished by the Union, and present two (2) copies to the Supervisor who shall have five (5) working days in which to reply in writing. In such meeting, specific reasons why the grievance is not settled will be given.

Step 3:

If the grievance is not settled in Step 2, the Grievance Committee shall, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the Grievance to the Board's designated Representative. A meeting will then be held as soon as possible, but no later than five (5) working days after submission of the grievance at Step 3, between the Board Representatives and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board Representative shall be made in writing within five (5) working days after the meeting.

Step 4:

If the grievance is not settled in Step 3, the Steelworkers' Grievance Committee shall within five (5) working days from receipt of the Board Representative's answer then notify the Board in writing of their desire for a meeting with the Board (or a committee thereof). Such meeting, which will include the employee, committee and the Staff Representative, shall be arranged within five (5) working days from the receipt of such notice and the Board must give its written answer within ten (10) working days after the meeting. The grievance will be limited to the scope of the written grievance and the Board's written answer.

Step 5:

If the grievance is not settled in Step 4, the Union may, at their option, within five (5) working days from receipt of the Board's answer, request the services of the State Mediation Service in resolving the dispute.

Step 6:

If the grievance is not settled in Step 4 or Step 5 as the case may be, the Union shall, within fifteen (15) working days from receipt of the report from the Mediator or from receipt of the Board's answer, notify the Board that the grievance is appealed to binding arbitration. The Union shall submit a Demand for Arbitration to the Federal Mediation and Conciliation Service whose rules shall govern the selection and the hearing. Neither party shall be permitted to insert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission to any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide that issue. If he decides it is arbitrable, he shall proceed to hear the case on its merits at that same hearing. If he decided it is not arbitrable, he shall refer the case back to the parties without a recommendation on the merits.

The cost of the arbitrator shall be borne equally by the School Board and the Union. The arbitrator's decision shall be final and binding on the Board and the Union.

Section 6.2: Alternative Methods

The parties may mutually agree to by-pass any step or to use alternative methods in settling grievances.

Section 6.3: Failure to Proceed

After the grievance has been reduced to writing, the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall advance the grievance to the next step.

Section 6.4: Time Limits

The Board and the Union agree to process grievances promptly in accordance with the grievance procedure. All time limits may be extended by mutual agreement.

- (a) Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check.
- (b) In case of layoff, the grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance committee, of the employee or employees so laid off.
- (c) Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 6.5: Union Representatives Authority

The Board acknowledges the right of the Union to select Grievance/Negotiating Committee for the purpose of collective bargaining and to present complaints or grievances to management. The Union shall advise the Board of the names of the representatives and their alternates. The Board will recognize these representatives (or their alternates) in the settlement of differences arising between the Board and the Union or its members employed by the Board. The Board further acknowledges that a union committee person will be allowed, after receiving approval from their supervisor, to leave their work area to carry out their duties in accordance with settling grievances and shall do so without loss of pay. Any and all grievances resolved at any step of this grievance procedure shall be final and binding on the Board, the Union and all members of the bargaining unit.

Section 6.6: Grievance Meetings

The Grievance Committee shall meet with management at such time as may be mutually acceptable and as will not conflict with operations. The individual filing the grievance must be present at every step of the process.

Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

Section 6.7: Employees Called to Meetings

Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Union may request the presence of any one (1) member of the Grievance Committee (including the Union President) and such request shall not be denied.

ARTICLE VII DISCIPLINE

Section 7.1: Reprimands

All reprimands that are not considered to be a serious infraction of the Board and administrative policy, shall be removed from the employee's file after one (1) year upon the written request of the employee.

Reprimands that are considered serious infractions of the Board and Administrative policy, shall be removed from the employee's file after three (3) years, upon the written request of the employee.

District will on a letter of reprimand, note in capital letters that this is a letter of reprimand. Such letters shall be received from the District within ten (10) working days after the discovery of the occurrence of the act giving rise to the reprimand. Further, they will give copies of all letters of reprimand to the President of the Union. The President will sign a receipt when receiving the copy of the reprimand.

Section 7.2: Discharges May Be Modified

The District and the Union agree that the principles of progressive discipline shall be followed and any discipline shall be fitting for the violation or infraction of working conditions. The parties further understand and agree, however, that due to the nature or circumstances of some offenses, progressive discipline may include immediate suspension and/or termination.

Section 7.3: Work Rules

The District shall provide the Union with the opportunity for notice and comment prior to the publication of work rules. The District shall provide the Union a copy of work rules. This article is intended to provide the Union input to proposed work rules, but shall not limit management's right to publish and enforce reasonable rules. Reasonable rules shall include ten (10) days notice if practical before publishing. The Union shall retain the right to grieve the reasonableness of the enforcement and/or implementation of published work rules.

ARTICLE VIII DISCHARGE CASES

Section 8.1: Discharge Employees

In the event a member of the bargaining unit shall be discharged by the Board from his/her employment from and after the date hereof, and he/she believes he/she has been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjustment of grievances herein provided, beginning with the fourth (4th) step.

Section 8.2: Notice to Union of Discharge

In all cases of discharge, a grievance, if any, must be filed in writing within five (5) working days from the date the employee and the Union were notified of the discharge. The Board shall notify the employee and the Union in writing immediately of any and all discharges.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 9.1: Personal Illness/Family Illness

Any employee whose personal or family illness extends beyond the period compensated under Article X shall be granted upon application to the Superintendent, a leave of absence without pay for such time as necessary for complete recovery from such illness up to a maximum of two (2) years, at which time the employee's employment with the school district is terminated. At the termination point, the employee may apply for disability retirement if he/she meets the requirements for said retirement.

Upon return from this leave of absence, an employee shall be assigned to the same position, or equivalent, they held before they became ill; provided the employee was not off in excess of one (1) year, see Section 13.2.

Section 9.2: Personal Days

A Personal Day is a workday in which an employee must conduct personal affairs which cannot normally be handled outside normal working hours.

A Personal Day cannot be used the day before or the day after a holiday or vacation period, or the first day or last day of the school term unless prior written approval is obtained.

Personal days shall be provided to eligible employees on the following basis:

- (a) Three (3) personal days will be allowed for all employees. Unused, earned personal days will be paid out at the current hourly rate by July 15 of each year.

In order to receive payment, Personal Days shall be scheduled four (4) workdays in advance of the requested personal day. In emergencies, this notice shall be waived. The employee will be notified promptly of the scheduling. Personal Days will be granted provided necessary service can be maintained.

To clarify Section 9.2 Personal Days, term employees will go from five (5) days per year to three (3) days per year, (same number of days as year around employees).

This has been agreed upon by the Union giving back one (1) of the two (2) days. Term employees will be compensated for the second day. Compensation will be calculated by taking the value of the Personal Day to an hourly rate. This hourly rate would then be added to the current pay scale for each term employee.

This will be a one (1) time adjustment to the wage scale for the Personal Day.

Example:

1. Term employee working 6 hours per day for 163 work days = 978 annual hours.
2. Term employee working 6 hours per day @ \$13.31 per hour = \$79.86 daily wage.
3. Term employee working 6 hours per day making \$79.86 daily / 978 annual hours = .08 cents (8¢) per hour increase.
4. New hourly wage will start at $\$13.31 + .08 = \13.39 per hour, plus any negotiated USW increase.

Section 9.3: Bereavement Leave

Leaves of absence with pay not chargeable against sick leave allowances shall be granted for the following reasons:

- (a) Five (5) workdays for a death in the immediate family; spouse, mother, father, mother of current spouse; father of current spouse, and employee's children, grandchildren, sister, and brother.
- (b) One (1) workday for the death of sister-in-law, brother-in-law, niece, nephew, aunt, uncle, and grandparents. **The one (1) day will only be approved for the actual attendance of the funeral and shall not extend beyond the day of the funeral or memorial. Prior written approval must be obtained for an employee to receive pay for the bereavement day.** Extensions may be granted by the Superintendent or his designee.
- (c) Each employee will be permitted one (1) day off without pay per year at their request to attend the funeral service of a person not covered in (a) or (b) above, provided a twenty-four (24) hour notice is given.

Bereavement days are to be used within the proximity of the death/funeral. To further define proximity, the bereavement leave shall be used within one (1) week from the time of death/funeral.

To qualify for bereavement leave, the employee must be regularly scheduled to work during the days of the death/funeral. If a full-time employee is on vacation at the time of death/funeral, bereavement leave will be added to vacation. If not scheduled for work, bereavement leave cannot be used or accumulated for a future date. Likewise, unused days cannot be used or accumulated for a future date.

For purposes of implementing the above paragraph, no more than one (1) employee from each group may be off on any one (1) workday. However, the Superintendent may, at his discretion, increase the number of employees off from any group when there is a death of an employee of the School District.

Section 9.4: Jury Duty

An employee, who is summoned and reports for Jury Duty as prescribed by applicable law, shall be paid by the Employer the same amount he would have otherwise earned by working for the Employer on that date and for each day in which he reports for or performs Jury Duty and on which he otherwise would have been scheduled to work for the Employer, and shall be required to submit to his Employer any monies received except expense money.

In order to receive payment, an employee must advise the Superintendent of any Jury Duty obligation no later than two (2) working days after actual receipt of any notice of obligation, and must furnish satisfactory evidence that he reported for or performed Jury Duty on the days for which he claims such payments. The provisions of this paragraph are not applicable to an employee who without being summoned volunteers for Jury Duty. The employee shall be available for his regular work scheduled provided it is not in conflict with his regular jury duty.

Section 9.5: Peace Corps

Leave of absence may be granted without pay for one (1) year to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps.

Section 9.6: Leaves to Serve in Public or Civic Office

Any employee elected or selected for a full-time public or civic office which takes him from his duties with the school system, shall upon proper written request, receive a leave of absence with accrual of seniority, but without pay for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Board.

It is recognized that an employee has the right to serve in, or be elected to public office less than full-time. However, such services shall not be permitted to interfere with his normal employment duties.

Section 9.7: Personal Leave Without Pay

Upon reasonable advance notice to the Superintendent, leave of absence without pay for a bona fide reason (which shall not include employment for another employer) may, at the Superintendent's sole discretion, be granted to employees without loss of seniority. This leave must be requested for a minimum of ninety (90) consecutive calendar days. Except as otherwise required per FMLA, during this unpaid leave the District is not required to pay for any current health insurance. COBRA will be offered to the employee. An employee is not entitled to benefits accrual (e.g. holidays, vacations, sick days) during period of unpaid leave, unless otherwise specified. This leave is available to employees once every three (3) years upon approval of the Superintendent.

Section 9.8: Union Leave

Upon advance notice to the Superintendent of no less than one (1) week, the Superintendent shall grant, without pay, a leave of absence with accrual of seniority, upon the application of any employee, not to exceed two (2) at any one time, who accepts a position with the Local union, International Union, Federated Union Bodies; provided, however, that such employees make annual application for an annual extension during the last thirty (30) days of each year of such leave of absence and provided further, that upon returning to work, such employees must be able to perform the work of the job to which he is returning or to such other job as he might be capable of performing and to which he might have been entitled by reason of his seniority. Such leave of absence for a position with the Union mentioned herein shall be limited to a total of two (2) years, including any annual extensions.

Section 9.9: Conference and Convention Leaves

In proven emergency circumstances and, upon advance notice to the Superintendent of no less than one (1) week, leaves of absence, without pay, for a period not to exceed thirty (30) days will be granted to employees to attend Union conferences and conventions, provided it is for at least a full day, and no more than three (3) employees are off at one time.

Section 9.10: Military Leave

A military leave of absence, not to exceed four (4) years, shall be granted to any full-time employee drafted into a military service in any branch of the armed forces of the United States within the meaning of the Selective Service Act of 1967 or similar federal law in a time of National Emergency. Employee rights are outlined and secured under this Act.

A military leave of absence, not to exceed two (2) weeks per year, without pay, but with benefits, shall be granted to any full-time employee serving in the National Guard or Reserves

Section 9.11: Family and Medical Leave of Absence

The District agrees to comply with all provisions and conditions of the Federal Family and Medical Leave Act (FMLA) of 1993.

When time off work which qualifies as FMLA leave is to be taken, i.e. personal or family illness, etc., employees are required to exhaust earned and/or accrued paid personal, sick, and/or vacation time off which will be credited against their FMLA leave. If you have a work-related illness or injury that qualifies as a "serious health condition" under this policy, time away from the job for which you receive Workers Compensation payments is also considered an FMLA leave and will run concurrently up to twelve (12) weeks of FMLA leave in any twelve (12) month period.

If you currently have health insurance, during the period of an approved FMLA leave, your health insurance will continue uninterrupted. If you make a contribution toward your coverage, however, you must make arrangements to continue your contributions during the term of your leave

in order to continue your basic health insurance coverage at existing levels. Failure of an employee to pay their share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than thirty (30) days late. If the employee's premiums are in arrears, the District shall provide the employee at least fifteen (15) days written notice prior to canceling insurance plan coverage.

Except as required under COBRA, the District's obligations to maintain health benefit premium contributions for an employee on FMLA ceases when: 1) the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force); or 2) when the employee advises the District of intent not to return from leave; or 3) when FMLA expires and the employee has not returned from leave; or 4) all accumulated paid time off has been exhausted. The employee will then be offered COBRA as required at the end of FMLA period.

An employee is not entitled to benefits accrual (e.g. holidays, vacations, sick days) during period of unpaid leave, unless otherwise specified.

ARTICLE X SICK LEAVE

All earned sick days from July 1 – December 31, will be paid out at their current hourly rate to active employees by January 15 of each year. All earned sick days from January 1 – June 30, will be paid out at their current hourly rate to active employees by July 15 of each year.

Employees will try to plan medical or dental appointments or treatments at a time other than the school day. If needed, sick time may be taken as unpaid upon approval of supervisor and completing the proper leave form.

Sick days earned prior to October 1, 2007, will be frozen at current level. Employees may utilize frozen sick days after all available personal days have been exhausted and the employee must obtain prior Superintendent approval.

Section 10.1: Number of Sick Days per Month

Employees shall earn one (1) day's sick leave for each month worked. To qualify for a day's sick leave, the employee must have actually performed work for at least eighty-five percent (85%) of the employee's regular work schedule during the prior month. Excluded from consideration of "regular work schedule" is time off for vacation, personal days, bereavement leave, Union leave, workers compensation and jury duty.

Employees claiming sick leave pay, which the Board considers excessive or abusive, may be requested to take a physical examination, by a physician of the Board's choice, without cost to the employee (including transportation), to determine the physical or mental fitness of the employee to perform his/her duties. Should any dispute exist between the employee's Doctor and the Board's Doctor regarding an employee's fitness to work, a medical opinion from a mutually acceptable source will be obtained and be binding on all parties. It is understood that this article becomes

effective only when the Board or its agent initiates the original investigation and requires a physical examination by a physician of the Board's choice.

Employees should plan to conduct their personal affairs and regular appointments for medical, dental, or health care at times other than the school day. If sick time is used for regular medical or dental appointments, the sick leave form must be submitted at least five (5) work days in advance. In cases where employees' appointments can not be scheduled at times other than their workday, they may be granted an excused absence provided necessary service can be maintained.

In the event an employee is declared by medical opinion to be unfit for work, such employee shall be entitled to sick leave if he/she would have otherwise been at work, subject to a second opinion by the Board's physician at Board expense.

Section 10.2: Sick Leave Form

Personal illness shall be described and attested to by the employee through the completion of a sick leave form furnished by the school, upon the return of the employee to school. The Superintendent shall endorse the report. The school reserves the right to require a certified report by the Doctor in attendance. In certain instances, the employee may be asked to describe a sick leave absence (operation, etc.) before the leave is authorized. Should the employee's Doctor determine that surgery or treatment may be postponed to non-school time, such time will not be covered by sick leave time.

With prior approval from the immediate supervisor and Superintendent, sick leave may be used in less than one-half ($\frac{1}{2}$) day increments. Unless prior approval is received from the supervisor and Superintendent, all sick leave shall be taken in no less than one-half ($\frac{1}{2}$) days increments.

Section 10.3: Employee Dies

Within fifteen (15) days from the time an employee dies, the Board shall pay to his beneficiary their accumulated sick time.

Section 10.4: Employee Separation

Employees with more than ten (10) consecutive years of employment, who have quit employment in good standing by giving proper notice, shall receive payment for one hundred percent (100%) of their accumulated sick time within fifteen (15) days after the quit. Employees with five (5), but less than ten (10) consecutive years of employment, who have quit employment in good standing by giving proper notice, shall receive payment for fifty percent (50%) of their accumulated sick time within fifteen (15) days after the quit. Employees who do not leave in good standing, or who do not give proper notice, or who have been discharged for cause, are not entitled to payment of their accumulated sick time.

Section 10.5: Employee Notice of Unavailability

Employees are expected to call to report their unavailability for work at least one (1) hour before the starting time of their regularly scheduled shift. Employees will be informed of a telephone number they should use for such calls.

Failure to meet the requirements of this section may be grounds for the consequences of a reprimand.

Section 10.6: Non-Chargeable Leave

An employee absent from work because of mumps, scarlet fever, measles, chicken pox, head lice, scabies, or pink eye resulting from student contact, shall suffer no loss and shall not be charged for sick days. The Employer shall not be responsible for payment for any medication.

**ARTICLE XI
SENIORITY**

Section 11.1: Seniority Date

(A) District-Wide Seniority:

District-wide Seniority shall be defined as the length of service within the District as a member of the bargaining unit one. Accumulation of seniority shall begin from the bargaining unit member's first working day within the unit.

(B) Group Seniority:

Seniority accrued in one group is not transferrable to another group. In the event an employee in the bargaining unit transfers from one group to another, his/her accrued seniority shall be frozen in the group from which he/she is transferred, and may be used only to avoid lay off. Seniority in the new group shall begin as of the first day worked in that group.

(C) In the event that more than one (1) individual bargaining unit member has the same District-wide or group seniority date, position on the seniority list shall be determined alphabetically by employee's last name at the time of hire into the District.

(D) For purposes of seniority, the groups with their respective classifications shall be as follows:

<u>Custodian</u>	<u>Cafeteria</u>	<u>Transportation</u>
Maintenance (Boiler) Maintenance Custodial/Groundsperson Warehouse	Senior Cook Cook	Bus Driver Special Ed. Bus Driver Special Ed. Bus Aide
<u>Mechanic</u>	<u>Paraprofessional</u>	<u>Clerical</u>
Senior Mechanic Mechanic	Paraprofessional Library Media Asst. Special Ed.	Library Clerk Clerk/Secretary Secretary Transportation/Warehouse Secretary Sr. Secretary
<u>Hall Monitor</u>	<u>Noon Hour Aide</u>	<u>Utility Group</u>
Hall Monitor	Noon Hour Aide	Utility Person

Note: A working leader classification may be added within the above groups pursuant to Article XIII, Vacancies and Promotions, Section 13.4, of this Agreement.

Section 11.2: Probationary Period

Newly hired employees shall be on probation during the first ninety (90) work days. Such ninety (90) work day probationary period may be extended by mutual agreement between the Board and the Grievance Committee for just cause. Newly hired employees will receive probationary wages for the first thirty (30) work days then go to the first step of the wage scale, but will remain as probationary status until the ninety (90) work days has been reached. Newly hired employees who have worked at least thirty (30) days within the preceding twelve (12) months as a substitute, shall only be required to complete a forty-five (45) work day probationary period.

During the probationary period employees shall have no seniority, but will be represented by the Union in matters concerning wages, hours and working conditions. The District shall have the right to decide questions pertaining to discharge, transfer and layoff without employee or union resorting to the grievance procedures. Upon completion of the probationary period, the probationary employee's name shall be placed on the seniority list and his/her seniority date will be retroactive to the date which he/she was hired. Hired date will be the first day the employee works in the newly hired position. No seniority status exists during the probationary period.

Section 11.3: Top Seniority for Grievance Committeepersons

Grievance Committeepersons plus the President and Vice President of the Local Union shall have top seniority in their group for the purpose of layoffs and recall only during their term of office.

Section 11.4: Termination of Seniority

An employee's seniority shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting or failure to return from an authorized Leave of Absence or failure to accept a job award per Article XIII, Vacancies and Promotions.
- (b) Discharge for cause.
- (c) Employees who are laid off shall have rights of recall for a period of their length of seniority, not to exceed two (2) years.
- (d) Absence because of illness or injury - refer to Article IX, Section 9.1.
- (e) Failure to report for work five (5) calendar days after workers' compensation final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.
- (f) Failure to report for work upon recall from layoff within five (5) scheduled workdays after notice to report for work is sent by registered or certified mail or telegram to the employee's last address on file with the Board.
- (g) Retirement.
- (h) Settlement of a claim for total disability.

Continuous service shall not be considered to be broken by absence of any employee who, subsequent to May 1, 1940, entered the military, naval or merchant marine service of the United States and who has re-employment rights under the law and complies with requirements of laws as to re-employment and is re-employed.

Section 11.5: Seniority List

The District will maintain an up-to-date seniority list showing *District-wide and Group* seniority of each employee. Those employees who have been laid off shall be displayed in a separate portion, with their last date of lay off included. A copy of the seniority list will be posted on the appropriate bulletin boards on August 1st of each year. The names of all employees who have completed their probationary period shall be listed on the seniority list, starting with the senior employee's name at the top of the list. A copy of the seniority list and subsequent revisions shall be furnished to the Union as the composition of the list changes. Any

corrections as reported to the District by the Union will require publishing a revised list within five (5) working days if agreeable to both parties. Any disagreements in the seniority list shall be considered as a grievable matter.

Section 11.6: Establishing Seniority

When an “event” occurs; event being: a bid, bump, or layoff; employee’s seniority will be frozen in the Classification or Group which is vacated by the employee. When an employee returns to former Group or Classification he/she vacated, their seniority shall be unfrozen. At which time, the employee’s unfrozen seniority will be reestablished according to time served in Group or Classification.

**ARTICLE XII
REDUCTION IN PERSONNEL - LAY OFF AND RECALL**

Section 12.1: Definition

Lay off shall be defined as a reduction in the work force.

Section 12.2: Notice of Lay Off

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of the lay off at least twenty (20) calendar days prior to the effective date of the layoff, except in cases of emergency. Emergencies shall result from circumstances of a limited duration such as acts of God, epidemic, power failure, or similar happenings. An employee laid off with less than twenty (20) calendar days advance notice will be paid in lieu of notice. It is understood that the provisions of this Section shall not apply in the case of layoffs caused by acts of God or other cause beyond the Board’s control such as millage failures or work stoppages or in case of employee resignation or discharge.

Section 12.3: Lay Off Procedure

In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit employees in the affected classification prior to laying off senior bargaining unit members in the affected classification. In no case shall a new employee be employed by the Employer where there are laid off bargaining unit members who are qualified to perform the position held by a probationary employee. Bargaining unit members who have received notice of lay off pursuant to Section 12.2 as a result of a position elimination or a reduction in work force must exercise their seniority in the order specified below within the twenty (20) day notice period. Bargaining unit employees who have been bumped as a result of a lay off or elimination of position must exercise their seniority in the order specified below within three (3) days of receipt of their notice of bump.

1. Exercise group seniority by bumping the lowest senior employee within the same classification, comparable or more scheduled hours of work, and same shift; assuming the bumping employee is currently qualified to perform the work. Laid off employees unable to bump on their same shift must bump to the least senior employee on any shift with comparable or more hours. An employee who is unable to bump in classification with comparable or more hours, will be allowed to exercise the right to bump an employee in classification with less hours.
2. Exercise group seniority within the laid off employee's group, bumping the lowest senior employee in another classification within the group, with comparable or more hours, and same shift, assuming the bumping employee is currently qualified to perform the work. Laid off employees unable to bump on their same shift must bump to the least senior employee on any shift with comparable or more hours. An employee who is unable to bump in the group with comparable or more hours, will be allowed to exercise the right to bump an employee in the group with less hours.
3. Exercise District-wide seniority to bump the lowest senior employee within a classification in which the laid off employee last held seniority, and who has comparable or more hours, assuming the bumping employee is currently qualified to perform the work. An employee who is unable to bump into a classification in which the employee last held seniority with comparable or more hours, will be allowed to exercise the right to bump an employee with less hours.
4. Exercise District-wide seniority to bump the lowest senior employee in any other classification who has comparable hours of work or less, assuming the laid off employee is currently qualified to perform the work.

If a laid off employee does not exercise his seniority or is unable to secure a position pursuant to the above, then the employee shall be considered on lay off status with rights of recall and eligible to bid on vacant positions.

Least senior employee is bumped first with comparable hours is understood to be an amount which is either no greater than or no less than thirty (30) minutes within the number of last scheduled hours of work giving cause to exercise any of the above four (4) options. Comparable hours is understood to be up to thirty (30) minutes greater or less than last scheduled hours.

It is understood in all cases of bumping, term employees can only bump term employees; and it is further understood that year round employees must first bump year round employees before exercising their right to bump term employees.

Section 12.4: Reduction in Work Hours

An employee whose work hours have been reduced by more than thirty (30) minutes per work day (or to the extent that insurance benefits are adversely affected), may exercise his/her seniority rights under Article XII, Section 3 by written notice to the Superintendent or his/her designee, within three (3) work days after receipt of a reduction in hours notice.

A permanent increase of more than two (2) hours per day to any employee's schedule, shall result in the posting of that position, availability limited to employees within the classification.

For purposes of this provision, the term "adversely affected" shall mean a loss of time which results in a loss of Category 3 benefits. A reduction resulting in movement from Category 1 to Category 2 or 3, or from Category 2 to Category 3 shall not be considered as being "adversely affected."

Section 12.5: Benefits

Employees who cease active work because of lay off, will be required to make the necessary arrangements to pay for their insurance coverage while on lay off, beginning with their third (3rd) month on lay off. Upon written notification to the District's payroll department, a laid off employee shall have the option to receive his/her unused vacation pay and/or sick time (if eligible) at the rate of pay on the date of lay off. An employee may elect to receive their unused vacation and/or sick time payout in twenty-five percent (25%) increments.

Section 12.6: Laid-off Employee Priority

Laid off employees shall, upon written application, and at the employee's option, be granted priority status on the substitute list provided that the laid off employee has the qualifications and ability to perform the work as determined by the District. The employee shall receive his/her former rate of pay with no benefits. A laid off employee who repeatedly refuses substitute work may be removed from substitute list. Inadvertent good faith errors shall not be considered a violation of this Agreement.

Section 12.7: Recall

When the work force is increased after a lay off, employees will be recalled by seniority within the classification, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. An employee who is recalled from lay off to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

Section 12.8: Notice of Recall

Notices to employees on lay off shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. An employee on lay off shall be given at least five (5) work days from receipt of notice to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, provided the employee reports within the five (5) work day period.

ARTICLE XIII VACANCIES AND PROMOTIONS

Section 13.1: Vacancies

(A) A Vacancy shall be defined as a newly created position or a present position that is not filled and the school district has determined to fill.

(B) The notice of vacancy is to state such information as the group and job classification wherein the vacancy exists, starting time, the job title, job description, qualifications for the job, hourly wage rate and location and number of hours per day of the job. All vacancies shall be posted in a conspicuous place in each building of the school district for a period of three (3) work days.

(C) Copies of postings will be sent to the union president and the committee person for the group prior to posting. Interested employees may apply in writing to the Superintendent or his/her designee within the three (3) work day posting period.

(D) In order to expedite filling vacancies, a non-paid bid meeting may be held in lieu of the job posting process only after the first position is posted, if agreed to by the District and Union.

Section 13.2: Filling Vacancies

The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the District within two (2) days, by giving equal consideration to seniority and qualifications as found within written job postings **as determined by taking into consideration test results, background, experience, work record, and education**. In the event that two or more employees are determined by the District to be equally qualified, then the highest senior employee shall prevail. When selecting employees to fill vacancies, the District shall consider employees within the group and then employees outside the group before hiring outside the bargaining unit. Employees awarded a job shall begin their duties within five (5) working days. Filling vacancies with applicants from outside the bargaining unit shall be made within the District's sole discretion, and this Agreement shall have no application to that selection decision.

The job of an employee who is on sick leave, vacation, or approved leave of absence under one (1) year shall not be considered as a permanent vacancy and such employee shall have the right to return to their job or an equivalent job.

The job of an employee who has been on sick leave or an approved leave of absence in excess of one (1) year shall be considered as a permanent vacancy. The employee returning from such leave shall be privileged to exercise their seniority to bump a lesser senior employee in their group upon their return to work.

Section 13.3: Trial Period

When an employee is awarded a job under the provisions of Section 13.2, he shall be given a reasonable period of time, but not more than sixty (60) scheduled workdays, to demonstrate his ability to perform the job. The trial period is not to be considered as a training period. Such sixty (60) day trial period may be extended by mutual agreement between the Board and the Grievance Committee for just cause. If the employee is unable to fulfill the job requirement, he shall be returned to his former job or status.

Section 13.4: Working Leaders

Should the School District find it necessary to have an employee in a semi-supervisory job, the classification within the applicable group shall be known as working leader. Working leader positions shall be filled by posting and chosen by the School District on the basis of both skill and ability. The School District's selection to fill the working leader position shall not be grievable.

No working leader doing production or maintenance work shall have the right to hire, discharge, promote or demote, or be expected to recommend promotion, or disciplinary action to any supervisor. The working leader will report on employee job performance to the supervisor.

It is understood and agreed that prior to posting a position for working leader, the parties will meet to establish the rate of pay for the working leader.

Section 13.41: Maintenance Working Leader Job Description

It is mutually agreed upon the following duties:

1. Lead, direct, and oversee Maintenance and Custodial staff.
2. Assign work orders to staff.
3. Follow-up on work orders to assure employee work is completed timely and correctly.
4. Deposit a system to prioritize work orders.
5. Utilizer and design check lists for equipment use/maintenance, cleaning, etc. and ensure proper usage and adherence of checklists.
6. Develop/process RFP's, quotes, as needed.
7. Oversee projects and emergency situations.
8. The ability for flexible work hours to accommodate work load and emergencies.
9. Report and provide all documentation of work and performance deficiencies and areas of concern to appropriate administrator.
10. Inspect/monitor buildings and grounds for safety and general appearance.
11. Foster an atmosphere of pride in our grounds and facilities.
12. Working Leader will be held accountable for productivity of maintenance and custodial staff.
13. Rate of pay will be an additional \$2.00 per hour.

14. This position will be evaluated by the district on March 1, 2011 to determine if the needs of the district are being met. If the district determines that this position is not effective it will be terminated.

13.45: Utility Person

Section 1: Intent and Purpose

The parties have agreed to a utility person classification based on the Union's interest in creating a bargaining unit position from work that would otherwise be performed by non-bargaining unit substitutes and, further, based on the District's interest in creating a classification which has a high degree of flexibility in terms of scheduling and performance of work on a multi-classification basis.

All provisions of the collective bargaining agreement shall apply unless in conflict with the below provisions.

Section 2: Job Duties and Qualifications

Vacancies within the utility person classification, if determined to be filled by the District, shall be done in a manner consistent with the parties' collective bargaining agreement. The utility person shall be a bargaining unit position and required to perform work, including substitute work, within classifications assigned by the District. To be eligible for selection by the District as a utility person, the individual must be presently qualified to perform work within the drivers, custodial and maintenance classifications.

Section 3: Work Hours and Schedule

At least one (1) utility person shall be a full-time employee scheduled to work as a term position, 6 hours per day, two (2) weeks prior to school and two (2) weeks after school. If the District determines to create any subsequent utility person positions, they will be regularly scheduled to work not less than thirty (30) hours per week on a term or fifty-two (52) week basis.

The working schedule of the utility person shall be established by the District, any shift may be assigned with proper notice. Split shifts may be scheduled. In the event that the utility person works forty (40) hours, the District reserves the right to shorten the work week without the requirement of any prior notice.

Section 4: Benefits

The utility person shall receive the level of fringe benefits consistent with those specified in Schedule "B".

Section 5: Utility Group and Classification

There should be established a utility group and utility classification within the collective bargaining agreement.

Section 6: Seniority

Bargaining unit employees awarded a utility classification bid shall carry their District seniority to the utility group and begin to accumulate utility person classification seniority on their first day of work within the classification.

Section 13.5: Temporary Vacancies

When the District becomes aware of a temporary vacancy in any classification of forty (40) continuous days or more, that vacancy and any resulting vacancies will be filled by the bid procedure. When the employee fills a temporary vacancy, their seniority will continue to accumulate in their original position (the job they were doing prior to taking the temporary position). Upon return of the employee from leave, employees filling the vacancies will return to their former assignments without any loss of accrued seniority. Only those employees whose work schedule will be increased by thirty (30) minutes or more will be eligible to bid on the temporary vacancy and resulting vacancies. This Section may be suspended by the Superintendent only when he demonstrates that a function of a building or the educational process would be adversely affected, and such reasons have been explained to the Union.

Section 13.6: Union Alternate Pay

When an open position becomes available, and is filled by a Union Alternate to sub the position, the Union Alternate shall receive a flat rate of \$11.00 per hour.

**ARTICLE XIV
HOURS OF WORK**

Section 14.1: Overtime

Time and one-half shall be paid for all hours worked (overtime) in excess of forty (40) hours in one week or in excess of eight (8) hours in one day and for all hours worked on Saturday, provided there was no time lost for unauthorized absence during the week. Saturday overtime rates will not apply to employees who normally work less than twenty (20) hours per week. Double time shall be paid for all work on Sunday. (See Section 14.7 for exception to above rates for Saturday.) Double time shall be paid for all hours in excess of forty-eight (48) hours in one continuous seven (7) day workweek pay period.

Overtime will be distributed as equally as practical among employees within classifications, taking into consideration shift and building assignment.

There shall be no overtime paid to employees without authorization from either the Superintendent or the Assistant Superintendent, or in an emergency Administrators. Paid overtime must be pre-approved in writing. This includes performing additional assignments that would place you working over forty (40) hours per week.

Utility persons shall only receive overtime after forty (40) hours worked in a work week.

Section 14.2: Extra Work

Extra work shall be defined as temporary work, other than overtime work, to be performed in addition to regularly scheduled work. Extra work shall not include temporary covering of work due to the absence of an employee regularly scheduled where a substitute would be used (i.e., vacations, leave of absence, etc.).

At least fifty-one percent (51%) of extra work shall be performed by bargaining unit employees selected on the following priority basis: First, employee on the job if the extra work will not exceed five (5) consecutive work days. Second, classification seniority. Third, district seniority among qualified applicants.

Forty-nine percent (49%) of the extra work shall be performed by bargaining unit or non-bargaining unit employees selected within the District's sole discretion and not necessarily by seniority.

Section 14.3: Normal Workday and Week for Custodians Maintenance, Mechanic, and Mechanic Helper

The normal daily hours of work shall be eight (8) consecutive hours and the normal weekly hours of work shall be forty (40) hours per week, Monday through Friday inclusive, except as otherwise stated. Every effort will be made to maximize the number of forty (40) hour per week positions. The Board of Education, however, does not guarantee any position.

Section 14.4: Normal Starting Time

The normal starting time for all bargaining unit employees shall be as follows:

- 1st shift - Not earlier than 5:00 a.m.
- 2nd shift - Not earlier than 12:00 noon
- 3rd shift - Not earlier than 6:00 p.m.

Section 14.5: Work Schedules

The starting times as in Section 14.4 to be determined by the Superintendent of Schools and shall not be changed arbitrarily or without just cause. Notice of a temporary change of not more than five (5) days in schedule shall be given as far in advance as possible.

All employees will adhere to their work schedule per the job posting, unless otherwise approved by the Union and Superintendent.

Temporary seasonal changes in the above starting time may be made if not more than two (2) hours and for a duration of no less than fifteen (15) consecutive work days and no more than

three (3) consecutive months with advance notice of thirty (30) days. Permanent changes in the posted starting time of more than one (1) hour shall result in that employee's right to bump within his/her classification.

Section 14.6: No Offsetting Overtime

With the exception of the Utility person classification, an employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the workweek for the purpose of avoiding payment of overtime.

Section 14.7: Employees Working on Continuous Day Operation

Maintenance, utility persons, custodial/groundskeepers, and boiler operator may be assigned to a continuous seven (7) day operation.

Maintenance, utility persons, custodial/groundskeepers, and boiler operators whose regular work week schedule requires work to be performed on a Saturday or a Sunday, shall not be entitled to any weekend (Saturday and Sunday) premium pay. However, when working on a Saturday, the individual shall work seven and one-half (7½) hours and get paid for eight (8) hours, and when working on Sunday the individual shall work seven (7) hours and get paid for eight (8) hours.

Section 14.8: Hours of Work (Lunch, Break and Rest Periods)

Breaks: All unit employees, with exception of bus drivers and special education bus aides, whose job requires four (4) hours but less than seven (7) hours, will receive one (1) 15-minute paid break. Seven (7) to eight (8) hour employees will receive two (2) 15-minute paid breaks.

4 hours, but less than seven (7) hours = one (1) 15 minute break
7-8 hours = two (2) 15 minute breaks

Lunch: All unit employees, with the exception of bus drivers and special education bus aides, whose job requires five (5) or more consecutive hours in one day, will be entitled to a one-half (½) hour unpaid lunch period approximately midway between the beginning and end of their shift.

Section 14.9: Paraprofessional Scheduled Hours

Current employees listed below in Title 1 paraprofessional positions will be scheduled to work six (6) hours daily. These six (6) hours are to be worked exclusively performing duties as a Title 1 paraprofessional and is effective October 1, 2002. In the event that these assignments are vacated by said employee, these Title 1 positions will revert back to 5.5 regularly scheduled hours per day.

Central Elementary MaryLou Pashak

Section 14.10: Union Alternate Work

USW Union Employees will be allowed to maximize hours up to forty (40) hours per week, for those who wish to sign up for Union alternate work. The alternate shall receive wage rate of Union employee he/she is replacing during school year only, this includes temporary vacancies. When a Union employee maximizes hours that overlap their normal established bid job, the rate of pay will be that of the person they are replacing until the normal time that the union alternate's regular job would start.

A sign-up sheet will have all Groups/Classification listed, whereas the employee must sign-up for one or more classifications in which the employee chooses to work. Notification of sign-up will be available to all employees the day of the "welcome back breakfast," and will go into effect the first student instructional day.

Also, please remember that starting/ending times for a specific job will not be adjusted. If you take the job, you must adhere to the schedule starting/ending times. These times need to stay consistent to meet the demands of the after-school events, community education programs, etc. Employees must be able to work a minimum of four (4) hours for an eight (8) hour position. Starting/ending times will not be "broken up" unless absolutely necessary and approved by the Director of Property Services.

You will be called in the following order: 1) Classification 2) Group Seniority 3) District Seniority 4) Non-Union Substitute, and 5) Building OT. However, it is further understood and agreed that this shall not be in effect until after the utility person has been utilized or a decision has been made that the utility person is needed elsewhere.

Section 14.11: Summer Work

USW Union Employees who wish to work during summer break must sign up for Custodial/Maintenance work by the third Monday in May. A summer sign-up sheet will be in effect during summer break.

The work to be done will be custodial/maintenance work on an on-call, as needed basis. The calling of Union substitutes will be on a rotating basis. You will be allowed only 1 refusal. Refusal #2 will result in your name being passed over. Refusal #3, your name will be taken off the list for the rest of that semester.

**ARTICLE XV
SHIFT PREMIUM**

Section 15.1:

For shifts scheduled to begin between 5:00 a.m. and 12:00 noon, the rates shall be at the base rate.

With the exception of utility persons, employees shall receive shift premium for all hours worked during the second and third shifts of seventy cents (\$0.70) per hour above the base rate.

New employees hired after August 1, 1996, shall receive shift premium for all hours worked during the second and third shifts of thirty cents (\$0.30) per hour above the base rate.

New bus drivers hired after June 1, 1987, shall not be entitled to shift premium unless their normally scheduled shift begins at 3:00 p.m. or later, and is of at least four (4) hours' duration. That shift premium shall be thirty cents (\$.30) per hour.

**ARTICLE XVI
PAID HOLIDAYS**

Section 16.1:

The following holidays shall be considered as paid holidays for non-certified employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Memorial Day
- (d) 4th of July
- (e) Labor Day
- (f) Thanksgiving Day
- (g) Day After Thanksgiving Day
- (h) Day Before Christmas Day
- (i) Christmas Day
- (j) New Year's Eve Day for full-time employees

If any of the above mentioned holidays are worked, the employee shall be entitled to double time plus any holiday pay he may have qualified for under the provisions of this Agreement. Hourly rated employees shall be paid for the above listed holidays at their normal daily rate, providing they meet all of the eligibility rules below:

1. The employee has seniority on the date of the holiday.
2. The employee worked the last scheduled day preceding and the first scheduled day following such holiday unless he was on an approved absence, except in case of workers' compensation; in which case the employee will not be eligible for holiday pay. Employee must present a statement from his/her physician to validate absence.
3. Term employees will not be eligible for pay for the July 4th holiday unless they are scheduled to work within the five (5) calendar days before the holiday or within the five (5) calendar days after the holiday and perform the work as scheduled.

Section 16.2: Labor Day

The Opening Day Breakfast is not a scheduled work day. It is a mandatory training day and staff is provided a continental breakfast and is paid for this training time. For hourly employees, Labor Day will be a non-paid holiday unless they meet the eligibility rules as noted under Article XVI, Section 16.1, keeping in mind that the opening day breakfast shall not be considered a regular scheduled work day.

ARTICLE XVII BUS DRIVERS

Section 17.1: Bus Driver Assignments

A bid meeting will be held ten (10) days prior to the welcome back breakfast for the bidding of all bus driver and special education bus aide assignments. Maps and student information for each bus run/route, along with shuttles or other driving or special education bus aide assignments, will be made available to each employee three (3) work days before the bid meeting. Only Union members classified as bus drivers or special education bus aides will be allowed to attend bid meeting. Driving and special education bus aide assignments shall be bid by group seniority. Pay for all time spent at this bid meeting will not exceed one (1) hour for special education bus aides. Drivers shall bid their routes, drive their routes, and make contact with parents of each student on their routes. Bus drivers will need to attend the Meet-and-Greet sessions at the elementary school where the majority of their riders attend, to make contact with parents of students on their routes. Drivers will need to follow up with all parents that were not contacted at the Meet-and-Greet sessions. All parent contacts must be completed no later than four (4) days prior to the first day of school. Bus drivers shall be paid six (6) hours for all time at the bid meeting, driving routes, and contacting of parents.

Drivers and special education bus aides shall be paid for the posted time and any changes thereto, or actual driving time, whichever is greater.

Bid times will be set by the Superintendent, Director of Transportation, Working Leader

or Superintendent designee prior to the beginning of each school year as noted in the contract (section 17.1). Drivers and special education bus aides shall be paid for this posted time.

Daily discrepancies from the posted time incurred due to emergencies and unusual circumstances must be document and noted by the Transportation Department. Drivers will be paid for any special circumstances that exceed fifteen minutes in duration and every quarter hour following with proper documentation (see chart below).

15 Minutes Over Bid Time	Minutes to be Paid with Proper Documentation
15 minutes over/under bid time	0
16-29 minutes total over bid time	15
30-45 minutes total over bid time	30

Drivers may punch out once they have completed all of their duties and will be compensated their full bid time. This 15 minute flexibility shall not reflect in bid time and will not be considered as eligibility for health care or other benefits.

There shall be no bumping during the school year, however, a bid meeting will be held if a substitute has been assigned to temporarily fill a position known to be a permanent vacancy and/or the School District has reduced or increased the time posted for a bid driving or Special Education Bus Aide assignment by more than thirty (30) minutes. A route that has been increased by more than thirty (30) minutes, shall be available to all drivers and Special Education Bus Aides with less driving or Special Education Bus Aide time for bid at the meeting. A driver or Special Education Bus Aide who has had his/her route reduced by thirty (30) minutes (or to the extent that insurance benefits are adversely affected) shall have a right to bump at the bid meeting, at which time he may exercise his seniority to bump a driver or Special Education Bus Aide with the highest driving or Special Education Bus Aide assignment and lower seniority. Subsequent bumps resulting from a thirty (30) minutes or more decrease (or to the extent that insurance benefits are adversely affected) at the bid meeting shall be handled in the same manner.

Any route that permanently increases or decreases by thirty (30) minutes or more, or any permanent vacancies shall be posted for three (3) work days before a bid meeting will be held.

When the District becomes aware of any temporary vacancy of forty (40) continuous days or more, that combined route and any resulting vacancies will be filled by the bid procedure. Upon return of the employee from leave, employees filling the vacancies will return to their former assignments. Only those employees whose routes will be increased by thirty (30) minutes or more will be eligible to bid on a temporary vacancy and resulting vacancies.

A new position created by the District during the school year shall be posted for bid within three (3) work days after a substitute first begins to temporarily fill the position. The posting will be up for three (3) days at which time a bid meeting will be held. A new position shall be defined as an increase in the number of runs requiring an additional employee, and when

the District has determined not to assign the work to an existing run.

After bus drivers or Special Education Bus Aides have exercised their seniority rights, the resulting permanent vacancies shall be posted for other bargaining unit employees within three (3) days after the vacancy has been created.

Section 17.2: Responsibilities

It is recognized that daily absences can disrupt the regular operation of the school. Labor and management will cooperate in maintaining the necessary number of drivers. The Director of Transportation and his staff will attempt to utilize union employees classified as bus drivers before approaching substitute drivers for daily routes provided that union driver is not scheduled to drive at that time.

Any school owned vehicle that requires a CDL license shall be driven by a District bus driver or substitute when transporting students.

Section 17.3: Fill-in, Extra Trip, and Weekend Trip Boards

There will be three (3) boards, Regular Extra Trips, Weekend Extra Trips, and Fill-In work. All bus drivers who hold a bid route assignment will be added to their proper board. New drivers will be added when they join the bargaining unit. Rotation will begin with the highest senior driver and shall continue without any interruption. Bus aides will use driver's trip board rules for bus aide work.

Each driver will be allowed to choose their desired trip from the trips available for the entire week. Rotation will be followed in choosing trips until all trips are awarded.

Once trips or fill-in routes are awarded, the driver cannot refuse that trip or route to take another the same day. In addition, employees awarded an extra trip or fill-in work and who subsequently do not work the awarded piece of work will on the first occasion be bypassed for the next rotational opportunity and on the second occasion will be removed from the extra trip and fill-in board work until the following July 1st. Exceptions will be made at the discretion of the superintendent based on the employee's justifiable reason for his inability to work.

An awarded trip which has had a time or date change within the same week (Monday-Friday), shall not be reposted unless the awarded driver forfeits the trip.

There shall be no obligation to pay daily overtime (Monday through Friday) to drivers as the result of work from an extra trip board and/or fill-in board. Drivers who work in more than one (1) job category pursuant to Section 21.19, shall not be eligible for an extra trip or fill-in board trip if such trip would result in either daily or weekly overtime.

Employees will be notified of extra trip board runs at least twenty-four (24) hours in advance when possible. When any extra trips are cancelled within two (2) hours of the start time, that driver shall be paid two (2) hours show up time. If an employee is performing a driving assignment and the District calls off an extra trip, the employee receives no pay.

All drivers shall be given two (2) hours pay or the actual driving time of the trip, whichever is greater.

All boards shall be posted at the drivers lounge so that all drivers may observe it.

Lay-Over Time

Drivers will be paid at their regular hourly rate for the duration of the trip. Drivers will receive a five (\$5.00) dollar meal allowance for out-of-District trips. Employees will submit an expense form by the 3rd of each month that shows the trip number, date, and total to be reimbursed. Reimbursements will occur after the first Board meeting of the month.

A. Fill-In Board

The fill-in board shall be those runs created by temporary vacancies in a regular driver's route between the a.m. and the p.m. runs that can be filled for the duration of the vacancy by the same regular driver without interfering with the fill-in driver's regular assignment, or until the temporary vacancy of forty (40) days or more is filled by the procedure described above.

Runs will be posted on the fill-in board the night before if possible. Runs should be X'd, but those drivers not X'd but who are available will be contacted on a rotational basis to see if they want the run.

B. Extra Trip Board

Trips shall be placed on the board by 10:00 a.m. Thursday of the preceding week. Trip selection must be made by Friday 10:00 a.m.

Trips that come in after the board has been assigned will be considered late trips. Late trips will be added to the board with priority given to the primary drivers. First driver in the rotation shall also have first choice for late trips and other drivers will have their choice in accordance with the order of rotation. Accepting a late trip will not change weekly rotation of drivers and/or board.

Drivers may elect to take trips instead of their routes only 1) when they show an interest by marking the board, 2) fall in rotation, and 3) if the trip hours will exceed their normal route hours. If choosing a trip, drivers will get the actual time worked, not the actual time of the trip, plus bid time for that day. Pinconning Area Schools will endeavor to allow up to thirty (30) weekly District bid hours (including dual positions). Bus drivers below thirty (30) weekly

district bid hours will be allowed to do the whole or any portion of their normal route hours, if neither trip or route is overlapped. This will be allowed by sole discretion of the Transportation Director/Working Leader or Superintendent.

A portion of a route is defined as bid separately or has its own punch in and out.

Once the trip board has been awarded, trips not filled may be taken by driver with thirty (30) or more district bid time hours and only give up the portion of their route that is affected by their trip. Keeping in mind, drivers that hold a combination of job classifications have an obligation to their other piece of work*, and also may not sign for a trip that causes or results in weekly overtime.

*A separate piece of work is one that requires its own punch in and out.

The Director of Transportation may cancel any trip if all available employees classified as drivers and substitute drivers are in use and a regular route is still vacant. The Director of Transportation may assign any trip to the lowest seniority member available if all available substitute drivers are in use and a trip is still vacant.

If two buses are assigned and one is cancelled at the last minute, the driver last in rotation loses that trip.

C. Weekend Trip Board

All drivers are eligible for the weekend trip board regardless of weekly District bid time.

Section 17.4: Required Class

All bus drivers in the Bargaining Unit must attend the school Bus Driver's Education Class in accordance with State Law. The compensation for such attendance shall be made for all hours spent from the time of leaving the school until their return at the regular rate of pay.

A beginning driver/new hire shall be required to take a maiden voyage or first trip as an observer; second, as a driver with a school designated driver as an observer. The compensation for such shall be at the legal minimum rate. If the intended hiree is employed, he must begin immediately to comply with this section. The School designated driver shall complete a prepared form as to her or his observation.

Section 17.5: Information to Committee

Information regarding whether drivers have or have not attended education classes will be made available to the Safety Committee chairperson.

Section 17.6: Cleaning/Fueling Time

Each bus driver will be allowed twenty (20) minutes per weekday for cleaning and fueling busses.

Section 17.7: Substance Abuse Testing

The District and the Union agree to comply with the District's alcohol and substance abuse testing policy.

When a driver receives notice they are to participate in a drug test, they will be awarded their posted bid time or actual time spent being tested, whichever is greater. They will be paid mileage if they have to go off site for testing. Substance abuse testing will take place between 7:30 and 8:30 a.m.

**ARTICLE XVIII
SAFETY AND HEALTH**

Section 18.1: Reasonable Provisions

The Board shall make all reasonable provisions for safety and health of its employees during the hours of their employment.

Section 18.2: Safety Committee

A joint Safety and Health Committee shall be established by the Board and the Union, and the Union shall appoint not more than four (4) members for such Committee. This Committee shall meet periodically to discuss safety and health conditions within the bargaining unit.

If any employee continually reports equipment to be faulty, and the equipment is found to be in good working condition, the individual is to be reported to the Administration for making false reports. The Joint Safety and Health Committee will promptly meet to review the matter.

Section 18.3: Injured Employees

When an employee is involved in an occupational accident or sickness covered by the workmen's Compensation Act, on the day of such injury the Board shall furnish transportation to the doctor's office or hospital for such injured employee. In addition, such injured employee shall be paid for any time lost from work on the day of the injury. Instructions will be posted on Union board where to go for injuries.

Section 18.4: Unsafe Conditions

No employee shall be required to work when conditions are unsafe. All employees shall be required to immediately report all unsafe conditions to their immediate supervisor.

Section 18.5: Required Vaccines

Applicable vaccine booster shots will be scheduled and provided at the District's expense, upon request, to employees identified by the District as eligible to receive such shots.

ARTICLE XIX STRIKES AND RESPONSIBILITIES

Section 19.1: No Strike

During the life of this Agreement, neither the Union nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report to work, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

Section 19.2: Notice to Union

If the Union, after being notified in writing by the Board of any such strike or work stoppage, within twenty-four (24) hours, disclaims in writing to the Board responsibility for any activity prohibited hereby, and takes immediate steps to seek to end such strike or work stoppage, it shall not be liable in any way therefore. Violation of this article by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 19.3: Board Remedies

The Board of Education, in the event of the violation of this article, shall have the right, in addition to the foregoing, to avail itself of any other remedies available at law.

Notwithstanding the foregoing, nothing contained in this article shall be construed as a waiver of any rights of the Union or its members which they may have under Act 379 of the Public Acts of 1965, or which are otherwise provided by law.

ARTICLE XX WORKING CONDITIONS

Section 20:1: Closed School

When school is not in session for students because of inclement weather or other conditions beyond the control of the Board, the following people will not report for work:

- a. Bus Drivers - (Special Education drivers and bus aide may need to work runs to Bay City)
- b. Cooks/server/laundry
- c. Hall Monitors
- d. Paraprofessionals/library media/special education paraprofessionals
- e. Term Secretaries

- f. Audio-Visual Director
- g. Noon Aides

If school is closed for two (2) or more consecutive days, the Superintendent will notify other members of the bargaining unit on a day-to-day basis. If not notified, the employer will provide sufficient work for each employee to equal the amount of time they would have worked on that day had school not been closed.

Notification will be made before starting time over local TV and radio stations. The Administration agrees to make a list of employees to be telephoned early; list to be made prior to October 1st. Employees to receive their normal rate of pay, if not properly notified. If the announcements are made and the employee still comes to work despite the announcements, he shall receive no pay.

Section 20.2: No Pay

Should the employee elect to go home rather than work, he shall receive no compensation.

Section 20.3: Equal Work Provided

Whenever employees are not required to work at a specific school because of a change in that school's schedule, they will be provided work equal to the amount of time they would have regularly been scheduled, but for the fact a particular school was on a reduced schedule.

Section 20.4: Building Checks

Any employee reporting when building checks are required, will receive a minimum of two (2) hours straight pay. Time worked over two (2) hours will be paid according to current contract.

Section 20.5: Mileage

Employees required to use their personal vehicle during the course of their work or whose job requires them to work in more than one (1) location during the course of their shift, shall be paid at the IRS rate for all mileage thus incurred, which shall be updated annually on July 1st.

ARTICLE XXI MISCELLANEOUS

Section 21.1: Bulletin Boards

The Board shall provide suitable bulletin boards by the time clock or some other suitable place, for Union notices to its members in each school. Notices shall be of an informative nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 21.2: Visits by Union

The International Representative of the Union shall be allowed to visit the schools during working hours provided they advised the Superintendent or his agent in advance of each visit and provided further that such visits shall not interfere with the normal performances of duties by the employees or the normal function of the school.

Section 21.3: Telephone Calls

Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for emergency use of telephone by employees shall be made available.

Section 21.4: Use of Phone

Union representatives shall be allowed to use the phone or receive calls pertaining to Union affairs at all reasonable times provided such use of the telephone does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.

Section 21.5: Pay Checks and Payroll Deductions

Upon proper authorization forms from employees who so wish, the Board shall deduct from the employee's pay the amount designated by the employee and remit the same as to the following: Hospital Insurance, Life Insurance, Credit Union, Income Protection Insurance, U.S. Bonds, United Fund, USW Political Action Fund.

Presently authorized carriers for the above deductions will be recognized only.

Section 21.6: Legal Action

If any action is brought against an employee by reason of any school involvement, the Board will, upon written request to the Superintendent, provide such legal counsel and all necessary assistance to the employee in his defense as is permitted under the law; provided an employee's actions were not negligent, but were that of a reasonable person.

Section 21.7: Parking

Adequate parking facilities shall be made available for all Bargaining Unit employees.

Section 21.8: Unenforceable Provisions

In the event that any of the provisions of this Agreement shall be, or become invalid or unenforceable by reason of any Federal or State Law now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.

Section 21.9: Physical and Chauffeurs Fees

The Board of Education agrees to provide physical examinations that are required by the Board, Federal or State Laws and for CDL (Commercial Drivers Licenses) or chauffeur's licenses, endorsements, etc., for all bus drivers or employees who hold seniority, and are required to have a physical or CDL/chauffeur's license.

Section 21.10: Government Programs

The parties agree that in the event a governmental program is approved and operated by the School District, the provisions of the labor contract will not be abridged in any way. The School District agrees that the Union will be given thirty (30) days prior notice and an explanation of all such programs before put into effect.

Wage rate and benefits for such grant programs will be posted if they are different from the prevailing wages in the classification. Out-of-classification and non-unit workers will be paid at the probationary rate for such assignments. Union personnel will be given opportunity to provide input prior to mailing in of any grant request. Union term employees working in such programs will receive fifteen cents (\$0.15) per hour vacation pay included in hourly rate corresponding to the hours worked, and sick and holiday pay corresponding to the duration and time of the program. No insurance benefits will accrue to the position.

Section 21.11: Summer Programs

Students employed as teacher aides during the summer federal programs will not be required to join the Union.

Section 21.12: Volunteer Groups

Volunteer groups authorized by the District may be permitted to perform Bargaining Unit work with prior notice to the Union, so long as no bargaining unit member is displaced or reduced in hours from their regular scheduled shift.

Section 21.13: Changed School Year or Split Season

In the event should the school year become more than 200 days, the Board agrees to meet with the Union as soon as possible, but in no event later than fifteen (15) calendar days from said announcement, to discuss with the employees the method of assignment of all employees to any changed work assignments.

Section 21.14: Printing of Agreement

The Board and Union agree that it will have this Agreement printed with a suitable number of copies for distribution to all Union members within sixty (60) days after ratification by both parties. The cost of the printing to be shared equally.

Section 21.15: Career Development Training

The employer will refund tuition, registration, class or lab fees; reimburse the cost of text books and/or manuals after the successful completion of job-related training programs which were approved by the Superintendent prior to the employee's enrollment. Employer agrees to give good faith consideration to requests. Expenses will be limited to a maximum of \$2,000.00 per year of the Agreement for the entire group. The term "job related" shall refer to any job within the employee's group. Requests for training programs related to jobs outside the employee's group may be approved by the Superintendent and the Union.

Section 21.16: Necessary Qualifications

It will be the Board option to provide additional training for existing employees in their present job classification when it is recognized the employee does not possess the necessary qualifications required.

It will be the employee's responsibility to possess or obtain the necessary educational and/or training to meet the necessary qualification for other classification being bid on. This Section will not serve as a bar to benefits under Section 21.15. A Study Group to consider instituting an eligibility roster will be formed with three (3) representatives from the United Steelworkers and three (3) representatives from the Administration.

In the event that an employee fails to pass a governmentally mandated test or fails to satisfy a governmentally mandated qualification necessary to hold any classification covered by this agreement, that employee shall be laid off and may exercise his/her seniority to bid on future vacant positions. Such employee shall not be entitled to exercise their seniority to bump.

Section 21.17: Uniforms

The Employer shall furnish uniforms, of an agreed upon style and color to the following classifications: Maintenance (Boiler), Maintenance, Warehouse, Custodial/Groundsperson, Senior Mechanic, Mechanics, Utility Persons; and uniform tops for Cooks, Servers, and Laundry.

Custodian/Groundspersons, Cooks, Servers, and Laundrypersons will launder their own uniforms. Employees will be eligible for either four (4) smocks or four (4) shirts, or any combination thereof with a maximum number of garments to be four (4) per employee. Replacements will be approved by the employee supervisor during the term of this Agreement.

Appropriate footwear is athletic or rubber sole shoes as determined by the job. The cost of footwear is the responsibility of the employee.

Section 21.18: Cross Category Job Assignments

Management and the United Steelworkers are desirous of creating opportunity for employees to work in more than one job category -- i.e., bus driver functioning as a playground aide. Employees may hold positions within two (2) or more classifications provided there is no

conflict in scheduled hours and the total number of hours do not exceed eight (8) in a day. Employees working in more than one (1) classification shall have seniority in each classification. Combining of positions for purposes of insurance benefits shall be permitted consistent with the maximum benefit eligibility letter of intent.

Section 21.19: Privatization

No RFP's for privatization of custodial staff shall be permitted until after June 30, 2011.

**ARTICLE XXII
WAIVER CLAUSE**

Section 22.1: Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

**ARTICLE XXIII
VACATIONS**

Section 23.1: Paid Vacations (52-Week Employees)

Paid vacations shall be consistent with the below schedule:

<u>Years of Service</u>	<u>Number of Days Off</u>
After one (1) year	5
After two (2) years	10
After three (3) years	11
After four (4) years	12
After five (5) years	13
After six (6) years	14
After seven (7) years	15
After eight (8) years	16
After nine (9) years	17
After ten (10) years	17
After eleven (11) years	18
After twelve (12) years	19
After fifteen (15) years or more	20

Section 23.2: Vacation Notice

Employees shall be permitted to choose either a split or continuous vacation when school is not in session. When practical, the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employee's preference to be given to the Superintendent's office by May 1st. Employee's request for vacation when school is in session may be granted by District.

Section 23.3: Eligibility Requirements

Vacations shall be granted only to those employees who are scheduled or have worked twenty (20) hours or more per week and who are scheduled to work fifty-two (52) weeks per year. Vacation pay as in Section 23.1 shall be based on an average of the total paid hours within the anniversary year.

In order to qualify for vacation pay, employees must have worked one thousand (1,000) hours or more actual clock hours during the preceding year to qualify for their vacation as noted above.

Section 23.4: Vacation Deceased Employees

Any vacation pay accrued to the date of death for any employee who dies and who was on the seniority roster the preceding year shall be paid in the same manner as any unpaid wages of deceased employees.

Section 23.5: Employee Quits or Discharged

(a) Any employee with less than six (6) months seniority at the time he quits or is discharged shall not receive any part of a vacation pay.

(b) Any employee with six (6) months or more seniority, but less than twelve (12) months seniority who quits or is discharged shall receive not more than his first six (6) months' vacation pay accumulation, provided the employer shall receive at least ten (10) working days' notice or the release date is mutually agreed to.

(c) Any employee with six (6) or more month's seniority who dies while in the employ of the School District shall thereupon have paid to the beneficiary accumulated vacation pay.

**ARTICLE XXIV
TERMINATION**

Section 24.1:

The terms and conditions of this Agreement shall become effective **July 1, 2011**, except as otherwise stated, and shall continue in effect until **June 30, 2016**, unless either party shall give a written notice to the other at least sixty (60) days prior to June 30, 2016, or June 30th of any year thereafter, of its desire to modify, amend, or terminate this Agreement, the same shall automatically be renewed under the same terms and conditions for a period of one (1) year, and so on, from year to year.

Section 24.2:

Any notice to be given under this Agreement shall be given by Certified Mail, and if by the Board, be addressed to the United Steelworkers, AFL-CIO•CLC, Suite #10, 503 N. Euclid Avenue, Bay City, MI 48706; and if by the Union, to the Board, 605 W. Fifth Street, Pinconning, MI 48650. Either party may, by like written notice, change the address to which Certified Mail notice to it shall be given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized as of the day and date first above written.

Signed this _____ day of October, 2012.

PINCONNING BOARD OF EDUCATION
Pinconning, Michigan

Michael J. Vicau
Michael J. Vicau, Superintendent

Gary Yaros
Gary Yaros, Board President

UNITED STEELWORKERS
AFL-CIO-CLC

Leo W. Gerard
Leo W. Gerard, Int'l President

Stanley W. Johnson
Stanley W. Johnson, Int'l Secretary-Treasurer

Thomas Conway
Thomas Conway, Int'l Vice President (Admin)

Fred Redmond
Fred Redmond, Int'l Vice President (Human Affairs)

Michael H. Bolton
Michael H. Bolton, District 2 Director

Daniel A. Nadolski
Daniel A. Nadolski, Sub-District Director

LOCAL UNION 7652-00

Linda Pingot
Linda Pingot, President

Mary Ann Corbat
Mary Ann Corbat, Vice President

Sue Bishop
Sue Bishop, Committee

Jack White
Jack White, Committee

Mary Lou Pashak
Mary Lou Pashak, Committee

Kristine Seidel
Kristine Seidel, Committee

Michael Zapoluch
Michael Zapoluch, Committee

SCHEDULE "A"***

WAGES

1. Three (3) year contract extension of current Contract, with Opener for year 2012, for wages, benefits, and two (2) contract language proposals per side.
2. Employees on steps will not receive step increases for year 2011.
3. Contract will run from July 1, 2011, thru June 30, 2016.
4. Raise for membership: 1 year package effective school year 2012-2013
NEW GROUP - .50 Cents
RECENT GROUP - .35 Cents
Noon Aides - \$9.00 (Exception Jane Maillette \$11.00 & Chris Betters \$9.60)
5. Wage and insurance opener in the year of contract 2014-2015
Bus Drivers (Years of Service in group) (Exception MaryLou Pashak \$14.50)
Starting Pay \$11 for first 3 years
\$12 – years 4, 5, 6
\$13 – after 7 years
6. Non Union Substitute Bus Drivers will be paid \$10.50 per hour.
7. USW Wages would be FROZEN at stated levels (illustrated above) until the wage reopener in the year of the contract 2014-2015.

***Insurance opener: The District has the right to change insurance carriers and coverage if the cost of Blue Care Network exceed 8% in future years.

SCHEDULE "A"

RATES AND CLASSIFICATIONS

NEW GROUP – Employees hired after 9/9/96

CLASSIFICATION

CUSTODIAN GROUP

	Probationary		
	Rate	Step	7/1/2010
Maintenance (Boiler)	7.50	1	\$10.45
		2	\$10.99
		3	\$11.58
		4	\$11.96
		5	\$12.77
Maintenance	7.40	1	\$8.93
		2	\$9.47
		3	\$10.01
		4	\$10.66
		5	\$11.25
Custodial/Grounds Person	7.40	1	\$8.33
		2	\$8.93
		3	\$9.47
		4	\$10.07
		5	\$10.66
		6	\$11.25
Warehouse	7.40	1	\$8.93
		2	\$9.47
		3	\$10.07
		4	\$10.66
		5	\$11.25
		6	\$11.85
Warehouse in Lieu of Business Day	7.40	1	\$9.01
		2	\$9.55
		3	\$10.15
		4	\$10.74
		5	\$11.33
		6	\$11.93
<u>Maintenance Working Leader</u>			Additional \$2.00 per hour

MECHANIC GROUP

			<u>7/1/2010</u>
Senior Mechanic	7.50	1	\$10.07
		2	\$10.66
		3	\$11.25
		4	\$11.85
		5	\$12.39
		6	\$12.98
Mechanic	7.40	1	\$9.47
		2	\$10.07
		3	\$10.66
		4	\$11.25
		5	\$11.85
		6	\$12.39

TRANSPORTATION GROUP

			<u>7/1/2010</u>
Working Leader		1	\$11.79
		2	\$12.39
		3	\$12.98
		4	\$13.58
		5	\$14.17
		6	\$14.71
Bus Driver	7.40	1	11.00
		2	\$11.00
		3	\$11.00
		4	\$12.00
		5	\$12.00
		6	\$12.00
		7	\$13.00
Special Education Bus Driver	7.40	1	\$9.96
		2	\$10.50
		3	\$11.09
		4	\$11.68
		5	\$12.27
		6	\$12.87
Special Ed Bus Aide/Chaperone	7.40	1	\$7.96
		2	\$8.33
		3	\$8.93
		4	\$9.47
		5	\$10.07
		6	\$10.66
Special Ed Bus Aide/Chaperone in Lieu of Business Day	7.40	1	\$8.04
		2	\$8.41
		3	\$9.01
		4	\$9.55
		5	\$10.15
		6	\$10.74

CAFETERIA GROUP

			<u>7/1/2010</u>
Senior Cook	7.40	1	\$8.93
		2	\$9.47
		3	\$10.07
		4	\$10.66
		5	\$11.25
		6	\$11.85

Senior Cook in Lieu of Business Day	7.40	1	\$9.01
		2	\$9.55
		3	\$10.15
		4	\$10.74
		5	\$11.33
		6	\$11.93

Cook	7.40	1	\$8.33
		2	\$8.93
		3	\$9.47
		4	\$10.07
		5	\$10.66
		6	\$11.25

Cook in Lieu of Business Day	7.40	1	\$8.41
		2	\$9.01
		3	\$9.55
		4	\$10.15
		5	\$10.74
		6	\$11.33

PARAPROFESSIONAL GROUP

			<u>7/1/2010</u>
Paraprofessional	7.40	1	\$8.93
		2	\$9.47
		3	\$10.07
		4	\$10.66
		5	\$11.25
		6	\$11.85

Paraprofessional in Lieu of Business Day	7.40	1	\$9.01
		2	\$9.55
		3	\$10.15
		4	\$10.74
		5	\$11.33
		6	\$11.93

Library Media Assistant	7.40	1	\$8.60
		2	\$9.14
		3	\$9.74
		4	\$10.34
		5	\$10.93
		6	\$11.53

Library Media Assistant in Lieu of Business Day	7.40	1	\$8.68
		2	\$9.22
		3	\$9.82
		4	\$10.42
		5	\$11.01
		6	\$11.61

Special Education - Paraprofessional	7.40	1	\$9.09
		2	\$9.58
		3	\$10.17
		4	\$10.77
		5	\$11.36
		6	\$12.02

Special Education - Paraprofessional in Lieu of Business Day	7.40	1	\$9.17
		2	\$9.66
		3	\$10.25
		4	\$10.85
		5	\$11.44
		6	\$12.10

CLERICAL GROUP

7/1/2010

Clerk/Secretary	7.40	1	\$7.96
		2	\$8.33
		3	\$8.93
		4	\$9.47
		5	\$10.07
		6	\$10.66

Clerk/Secretary In Lieu of Business Day	7.40	1	\$8.04
		2	\$8.41
		3	\$9.01
		4	\$9.55
		5	\$10.15
		6	\$10.74

Secretary (Elementary, Attendance, Counseling)	7.40	1	\$9.19
		2	\$9.80
		3	\$10.34
		4	\$10.93
		5	\$11.53
		6	\$12.12
Secretary in Lieu of Business Day	7.40	1	\$9.27
		2	\$9.88
		3	\$10.42
		4	\$11.01
		5	\$11.61
		6	\$12.20
Transportation/Warehouse Secretary	7.40	1	\$8.93
		2	\$9.47
		3	\$10.07
		4	\$10.66
		5	\$11.25
		6	\$11.85
Transportation Secretary in Lieu of Business Day	7.40	1	\$9.01
		2	\$9.55
		3	\$10.15
		4	\$10.74
		5	\$11.33
		6	\$11.93
Senior Secretary	7.40	1	\$9.19
		2	\$9.80
		3	\$10.34
		4	\$10.93
		5	\$11.53
		6	\$12.12

HALL MONITOR GROUP

			<u>7/1/2010</u>
Hall Monitor	7.40	1	\$7.96
		2	\$8.33
		3	\$8.93
		4	\$9.47
		5	\$10.07
		6	\$10.66

Hall Monitor in Lieu of Business Day	7.40	1	\$8.04
		2	\$8.41
		3	\$9.01
		4	\$9.55
		5	\$10.15
		6	\$10.74

NOON HOUR AIDE GROUP

			<u>7/1/2010</u>
Noon Hour Aide	7.40	1	\$7.96
		2	\$8.33
		3	\$8.93
		4	\$9.47
		5	\$9.69

UTILITY GROUP

			<u>7/1/2010</u>
Utility Group	7.40	1	\$10.22
		2	\$10.82
		3	\$11.41
		4	\$12.01
		5	\$12.55

"RECENT" GROUP

Employees hired from 7-1-93 to 9-9-96

CUSTODIAN GROUP

	Probationary Rate	Step	<u>7/1/2010</u>
Maintenance (Boiler)	7.40	6	14.05
Maintenance	7.40	6	12.33
Custodial/Grounds Person	7.40	6	12.33
Warehouse	7.40	6	13.01
Warehouse in Lieu of Business Day	7.40	6	13.09

Working Leader \$2.00 additional per hour

MECHANIC GROUP

			<u>7/1/2010</u>
Senior Mechanic	7.40	6	14.28
Mechanic	7.40	6	13.62

TRANSPORTATION GROUP

			<u>7/1/2010</u>
Bus Driver	7.40	6	13.18
Special Education Bus Driver	7.40	6	14.16
Special Ed Bus Aide/ Chaperone	7.40	6	11.66
Sp. Ed Bus Aide / In Lieu of Business Day	7.40	6	11.74

CAFETERIA GROUP

			<u>7/1/2010</u>
Senior Cook	7.40	6	13.01
Senior Cook in Lieu of Business Day	7.40	6	13.09
Cook	7.40	6	12.33
Cook - In Lieu of Business Day	7.40	6	12.41

PARAPROFESSIONAL GROUP

			<u>7/1/2010</u>
Paraprofessional	7.40	6	\$13.01
Parapro in Lieu of Business Day	7.40	6	\$13.09
Library Media Assistant	7.40	6	\$12.63
Special Ed Paraprofessional	7.40	6	\$13.37
Special Ed Parapro in Lieu of Business Day	7.40	6	\$13.45

<u>CLERICAL GROUP</u>			
			<u>7/1/2010</u>
Clerk/Secretary	7.40	6	\$11.66
Clerk/Secretary in Lieu of Business Day	7.40	6	\$11.74
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Secretary	7.40	6	\$13.31
Secretary in Lieu of Business Day	7.40	6	\$13.39
<hr/>			
Transportation/Warehouse Secretary	7.40	6	\$13.01
<hr/>			
Senior Secretary	7.40	6	\$13.31
<hr/>			
<u>HALL MONITOR GROUP</u>			
			<u>7/1/2010</u>
Hall Monitor	7.40	6	\$11.66
Hall Monitor in Lieu of Business Day	7.40	6	\$11.74
<hr/>			
<u>NOON HOUR AIDE GROUP</u>			
			<u>7/1/2010</u>
Noon Hour Aide	7.40	6	10.57
<hr/>			
<u>UTILITY GROUP</u>			
			<u>7/1/2010</u>
Utility Group	7.40	6	13.80

“CURRENT” GROUP

CURRENT GROUP – Employees hired prior to 6-30-93

CLASSIFICATION

CUSTODIAN GROUP

	Probationary		
	Rate	Step	<u>7/1/2010</u>
Maintenance (Boiler)	7.50	7	14.74
Maintenance	7.40	7	14.37
Custodial/Grounds Person	7.40	7	13.94
Warehouse	7.40	7	14.28
Warehouse - In Lieu of Business Day	7.40	7	14.36
Working Leader Additional \$2.00 per hour			

MECHANIC GROUP

			<u>7/1/2010</u>
Senior Mechanic	7.50	7	15.52
Mechanic	7.40	7	14.72

TRANSPORTATION GROUP

			<u>7/1/2010</u>
Working Leader			16.36
Bus Driver	7.40	7	14.50
Special Education Bus Driver	7.40	7	14.55
Special Ed Bus Aide / Chaperone	7.40	7	11.96

CAFETERIA GROUP

			<u>7/1/2010</u>
Senior Cook	7.40	7	13.61
Senior Cook in Lieu of Business Day			13.69
Cook	7.40	7	13.23
Cook in Lieu of Business Day	7.40	7	13.31

PARAPROFESSIONAL GROUP

			<u>7/1/2010</u>
Paraprofessional	7.40	7	13.22
Paraprofessional - in Lieu of Business Day	7.40	7	13.30
Library Media Assistant	7.40	7	13.22

Special Education - Paraprofessional	7.40	7	13.43
Sp. Ed Parapro in Lieu of Business Day	7.40	7	13.51

<u>CLERICAL GROUP</u>			<u>7/1/2010</u>
Clerk/Secretary	7.40	7	13.15
Clerk/Secretary in Lieu of Business Day	7.40	7	13.23

Secretary	7.40	7	13.91
Secretary in Lieu of Business Day	7.40	7	13.99

Transportation/Warehouse Secretary	7.40	7	13.52
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Senior Secretary	7.40	7	13.94
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<u>HALL MONITOR GROUP</u>			<u>7/1/2010</u>
Hall Monitor	7.40	7	13.08
Hall Monitor in Lieu of Business Day	7.40	7	13.16

<u>NOON HOUR AIDE GROUP</u>			<u>7/1/2010</u>
Noon Hour Aide	7.40	7	10.77

<u>UTILITY GROUP</u>			<u>7/1/2010</u>
Utility Group	7.40	7	14.35

SCHEDULE "B"

INSURANCE

Section 25.1: Board Obligations: The Board agrees to sponsor and pay a portion of the premium cost on behalf of eligible employees, upon completion of their probationary period, based on the following provisions of this Article.

Section 25.2: Eligible Employee Obligations: Employee eligibility to receive the benefits provided for in 25.1 and corresponding employee obligations to contribute to such benefits are as follows:

Employees shall be eligible, subject to the following conditions, to the following:

All employees receiving medical, dental, vision, or life insurance, or any combination thereof, shall pay ten percent (10%) of the cost of the annual premium.

Level A Benefits:

Health Care Insurance:

BCN

Office Visit: \$ 30 / Urgent Care: \$ 50 / Emergency Room: \$ 150

Deductible: \$500/\$1,000 Co. 20% 1,500 / 3,000

Saver Rx Co-pay: \$10/\$20/\$40

Level B Benefits:

\$1,000 Plan Maximum

Dental Insurance: Preventative Type I 100%
Restorative Type II 75%
Replacement Type III 50%
Orthodontia under 19 type IV 50%

This plan utilizes a passive PPO Dentemax Network.

5-year Denture Waiver – allows for replacement or modification of any denture, bridgework, or crown placed within the preceding 5 years. Any replacement or modification is then subject to the 5 year provision.

Missing Tooth Waiver – allows for a partial or full denture, or fixed bridgework that includes replacement of one or more teeth missing prior to the member's effective date. Any partial or full denture, or fixed bridgework paid for under this waiver is then subject to the 5-year provision.

Orthodontic Pre-Existing Waiver – charges incurred after the effective date of the member will be payable when treatment was started prior to the effective date.

This plan allows for one adult fluoride per member per year with no age restrictions.

Vision Insurance: NVA Network

Exam	You pay \$6.50
Lenses Pair	You pay \$18
Frames	You pay over \$65 retail value
Contact Lenses	Covered in full if medically necessary
If cosmetic:	Up to \$90 & additional 205 off balance
Lenses w/Extras	Covered in full for:
photochromic, sun or gradient tints, and tinted or color coated, oversize, rimless, and polaroid	

Additional costs on all the above if non-preferred provider.

In additional to the above, Preferred Providers have agreed to limit their charges for other options which are not covered by this Plan.

Examinations, lenses and frames: 12 months from last date of service.

This plan utilizes the NVA network.

Life Insurance: (Add description)

Short-Term Disability: (voluntary – employee paid)

Employees are required to exhaust available sick days before benefits can start.

Level C Benefits:

Dental Insurance: See above

Life Insurance: See above

- The district has the right to change insurance carriers and coverage if the cost of Blue Care Network exceeds 8% in the future years
- The district will adhere to PA 152 with the employer choosing the Hard Cap.

Category 1 (regularly scheduled to work 34 hours or more per week, 52 weeks during the year)

The Board agrees to provide employees who are scheduled to work thirty-four (34) hours or more per week and who regularly work fifty-two (52) weeks during the year, with Board-paid Level A and B benefits and the employee contributing ten percent (10%) of the annual cost of the premium. Such employees who elect Level B benefits in lieu of Level A and B benefits shall receive \$1,375.00 per year to be paid in ten (10) equal monthly installments.

Category 2 (regularly scheduled to work 34 hours or more per week, less than 52 weeks per year)

The Board agrees to provide employees who are scheduled to work thirty-four (34) or more hours per week and who are scheduled for less than fifty-two (52) weeks during the year, with Board-paid Level A and B benefits for up to ten (10) months, with the employee contributing ten percent (10%) of the annual premium. Employees will continue to receive Board-paid Level A and B benefits during the remaining two (2) months, with the employee contributing ten percent (10%) of the annual premium cost of the applicable health care coverage (single, 2x, or family). Such employees who elect Level B benefits in lieu of Level A and B benefits shall receive \$1,000.00 per year to be paid in ten (10) equal monthly installments.

Category 3 (regularly scheduled to work 30 to 33.9 hours per week)

The Board agrees to provide employees who are scheduled to work 30 to 33.9 hours per week, with Board-paid Level A and C benefits for up to ten (10) months, with the employee contributing ten percent (10%) of the annual cost of the premium. Employees will continue to receive Board-paid insurance benefits during the remaining two (2) months, with the employee contributing ten percent (10%) of the annual premium cost of the applicable health care coverage (single, 2x, or family). Category 3 employees who take Level C benefits in lieu of Level A and C benefits, shall receive \$750.00 per year to be paid in ten (10) equal monthly installments.

Category 4 (regularly scheduled to work 25 to 29.9 hours per week)

The Board agrees to provide employees who are scheduled to work 25 to 29.9 hours per week, with fully Board-paid Level C benefits for up to ten (10) months. Employee will continue to receive Board-paid Level C benefits the remaining two (2) months, with the employee contributing ten percent (10%) of the annual premium cost.

Such employees shall be eligible to purchase, at their own cost, Level A health care benefits by paying any additional cost beyond the Board's contribution for Level C benefits.

Category 5 (regularly scheduled to work less than 25 hours per week)

Category 5 employees shall be eligible to purchase, at their own cost, Level A and/or Level C benefits consistent with the carrier's requirements.

Section 25.3: The Board shall continue to sponsor a pre-tax employee benefit payroll deduction plan.

Section 25.4: Right to Select Carriers: Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Board, however, no changes in insurance carrier shall be made without thirty (30) days prior notice to the Union, and levels shall remain as is or better. "Insurance companies" include regular line insurance companies and non-

profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Board and the insurance company.

Section 25.5: Health Care Cost Containment: For each year this Contract is in effect, the Board agrees to pay one hundred ten percent (110%) over the prior year's Board-paid portion of the monthly premium cost for applicable coverage outlined in this Article. Any premium amounts in excess of one hundred ten percent (110%) of the prior year's Board-paid rates will be shared equally by the employee and employer on a cumulative dollar for dollar basis through payroll deduction, in addition to any employee contribution specified above.

Section 25.6: Maximum Benefit Eligibility.

Regardless of the number of hours an individual employee may be scheduled to work within a work week, the total number of employees eligible to receive any combination of Category 1, 2 or 3 benefits (including option in lieu of benefits) shall not exceed thirty-eight (38) at any one time during the life of this Agreement absent the written mutual consent of the parties. The thirty-eight (38) employees eligible to receive Category 1, 2, or 3 benefits shall be determined on a seniority basis with Category 1 employees having priority over other categories regardless of seniority, consistent with the provisions of this Agreement. It is the intent to allow employees to freely combine jobs to create full-time positions, there is no guarantee that the thirty-eight (38) benefit eligible positions will be created.

If through the combination of work, more than thirty-eight (38) full-time positions are created, then the benefited positions shall be limited to thirty-eight (38) and awarded on a high District-wide seniority basis.

It is the employee's eligibility to receive benefits regardless of whether the employee actually takes the benefits or takes the in-lieu of benefits option that is determinative for purposes of determining the thirty-eight (38) eligible benefited employees.

Current In Lieu Benefit Takers: Janelle Milkowski is currently eligible for either Category 1, 2, or 3 benefits, but has chosen in-lieu of benefits.

In the event that circumstances change that would qualify them for Category 1, 2, or 3 benefits, such employee will be permitted to take that benefit by displacing the lowest senior employee among those currently eligible for benefits. In the event that the employee's hours are reduced below insurance eligibility, that person must immediately, as per Collective Bargaining Agreement, exercise his/her seniority to secure benefits or be permanently removed from the list.

The terms and conditions of this maximum benefit eligibility shall be applied prospectively with the current thirty-eight (38) benefit takers continuing their benefits regardless of their seniority. Future employees who have enough working hours to be eligible for Category 1, 2, or 3 benefits, shall be placed on the benefit eligibility list on a seniority basis when vacancies among the thirty-eight (38) benefit eligible positions become available.

Any employee who has had hours reduced may, consistent with the provisions of the Collective Bargaining Agreement, bump one (1) or more posted jobs from the lowest senior person.

Employees combining jobs within multiple classifications shall maintain separate and applicable rates of pay and seniority rights on a per classification basis as required by the Collective Bargaining Agreement.

Section 25.7: Miscellaneous Benefit Provisions

1) Filling Slots

When a slot opens for benefits due to a term employee being removed from the roster between the last day of the school year for students and September 30, the slot will not be filled until October 1.

2) Dual Jobs

If you qualify for benefits because you have a dual job, of which neither of the jobs is a 6-hour position, and your combined hours make you eligible for benefits, you will be considered a term employee as far as paying for insurance and making employee-paid contributing payments for benefits with the 16 pulls and 27/26 pulls for 52-week staff.

3) Holding of a Health Care Package

For school year 2011-12, the District has the ability to use one (1) health care package for a new hire after sixty (60) days of probation, providing a package is available due to a vacancy (current employee leaves).

A. INSURANCE CONTINUANCE (ALL EMPLOYEES)

Employees, except as otherwise noted, who cease active work because of sick leave will be required to make the necessary arrangements to pay for their insurance coverage while on sick leave beginning with their third (3rd) month of absence or at the end of their accumulated sick leave, whichever is longer.

B. INSURANCE CONTINUANCE (ALL INJURED EMPLOYEES)

The employer agrees to continue the Board's normal contribution for any employee who is absent because of injury incurred on the job until a settlement has been approved by the Workers' Compensation Commission.

C. INSURANCE CONTINUANCE REGULAR LEAVE (ALL EMPLOYEES)

Employees who cease active work because of regular leave of absence, other than sick leave or leaves because of injury off the job, shall be required to pay the first premium due following the month the leave started, provided they wish to continue the insurance program as described in the Agreement and as prescribed by the insurance carried.

D. INSURANCE CONTINUANCE, LAYOFF

Employees who cease active work because of layoff will be required to make the necessary arrangements to pay for their insurance coverage while on layoff beginning with their third (3rd) month on layoff.

E. EARLY RETIREMENT

The Board of Education, at its option, may offer an early retirement incentive program to USW members at any time during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
PINCONNING AREA SDCHOOLS AND USW

It is mutually agreed upon that the District can participate in the federally funded grant program entitled Experience Works, for the purposes of utilizing a qualified worker under the program for subbing and/or other additional assistance in the district as deemed appropriate by the Superintendent. This program in no way is a means to dislocate a union employee and union workers will be given priority of required sub work available.

This will not replace a union position nor take away current responsibilities or lessen the duties of current positions. It is understood to provide only additional assistance and unfilled substitute coverage for the District.

The District will follow the grant funding guidelines, including, but not limited to, providing 21 hours of work per week, which is to be wholly funded by the federal grant. The employee staffed and funded through the grant will not maintain any seniority rights in the District.

Supervisor responsibilities will be assigned to the Superintendent of designee as required under the grant guidelines.