

# **AGREEMENT**

**Between**

**PINCONNING AREA BOARD OF EDUCATION**

**and**

**UNITED STEELWORKERS, AFL-CIO•CLC**

**On Behalf of Local Union 7652-01 (PACE Unit)**

**July 1, 2014 through June 30, 2017**

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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” or “Employer”, and the United Steelworkers, AFL-CIO•CLC, on behalf of Local Union 7652-01, hereinafter called “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 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 PACE including all caregivers and paraprofessionals employed within early childhood programs, excluding supervisory employees 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 Dues Checkoff and Union Security

The parties understand and agree that the District is prohibited by PA 53 and PA 349 from negotiating dues check off and union security clauses.

That in the event that either of these legal obligations are changed, by legislature or by a court exercising final jurisdiction, the parties agree to reopen the collective bargaining agreement for the limited purpose of negotiating dues checkoff and/or union security clauses only. All other provisions of the collective bargaining agreement will remain fully enforceable during any such negotiations.

Section 1.5 Notice to Union of New Employees

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.

Section 1.6: 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 1.7: 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 regularly scheduled employees in the position of caregiver or paraprofessional, 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 lay offs 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 1.8: Employees' Rights - School Act

Nothing contained herein shall be construed to deny or restrict to any employee rights he 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 1.9: Work Calendar

Twenty-one (21) calendar days prior to any period of time when school is not scheduled to be open (i.e., holidays, summer and other school vacation periods), the District will post a request for volunteers to work. After bargaining unit volunteers are selected, the District will attempt to secure substitutes and, thereafter, assign employees to work on a lowest seniority basis (regardless of age group assignment) among qualified employees. Employees required to work will be so notified with not less than ten (10) calendar days' notice prior to the scheduled work period. Seniority employees shall be given preference with regard to age group assignments during these work periods.

**ARTICLE II  
RIGHTS OF THE UNION**

Section 2.1: State Labor Mediation

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, pursuant to the provisions of the Agreement.

- (a) The Board and Union agree that neither shall use polygraph or lie detector in any investigations without the employees' written consent.

Section 2.2: 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 2.3: 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 30<sup>th</sup> after completion of the audit.
- (2) Copy of the budget that is officially adopted by the 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) One (1) copy of the regular scheduled Board meeting agenda will be available for pick-up by the Unit President or designee, after 4:00 p.m. on Friday prior to the meeting; said agendas will be at the School Administrative office.
- (6) One (1) copy of the approved public minutes of the Board of Education meetings will be sent to the Unit President upon approval of the minutes.

Minutes of the Board meetings are available in the Administration Office and may be reviewed by the Union.

**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 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 to 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 Description

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 which describes all jobs and the minimum necessary qualifications.

Section 4.3: Report-In

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

Section 4.4: Temporarily Transferred

When an employee is temporarily required to fill a classification paying a higher rate of pay for three (3) or more hours, 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: District Overpayments

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 from the date of discovery.

**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 (see exceptions, Section 6.4) of the occurrence of the act or condition giving rise to the dispute, the aggrieved employee and the Committee person 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 Committee person 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. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

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 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 held 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.

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 of 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/she decides it is arbitrable, he/she shall proceed to hear the case on its merits at that same hearing. If Arbitrator decides it is not arbitrable, he/she 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 award 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, a 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 Representative Authority

The Board acknowledges the right of the Union to select a 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 grievance process.

Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, the 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.

Management will on a letter of reprimand, note in capital letters that this is a letter of 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.

Such letters shall be received from the Administration within ten (10) working days of the occurrence or the conclusion of any investigation into the act giving rise to the reprimand.

Administration shall immediately notify the employee and Committee person in the building of any complaint lodged against its member.

Section 7.2: Discharges May be Modified

The Board 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. If arbitration should be involved, the arbitrator may modify a penalty if he feels the severity of the infraction does not warrant the discipline ordered by the Board. 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.

## **ARTICLE VIII DISCHARGE CASES**

### Section 8.1: Discharged 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 they have been unjustly dealt with, such discharge shall constitute a case arising under the methods of adjustment of grievances herein provided, beginning with the fourth (4<sup>th</sup>) 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 was notified of the discharge. The Board shall notify the employee and the Union in writing immediately of any and all discharges.

## **ARTICLE IX LEAVE OF ABSENCE**

### Section 9.1: Personal Illness

Any employee whose personal illness extends beyond the period compensated under Article X shall be granted, upon application to the Superintendent or designated administrator, 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 any time during the personal illness leave the Board of Education reserves the right to pay to have a medical doctor of their choice verify the personal illness. At the termination point, the employee may apply for disability retirement if he/she meets the requirements for said retirement.

Upon return from Personal Illness Leave, 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 year, see Section 11.7(E).

### Section 9.2: Bereavement

Leaves of absence with pay not chargeable against PTO days shall be granted for employees who are regularly scheduled to work.

- (a) Up to five (5) work days for a death in the immediate family, spouse, father, mother, father-in-law of current spouse, mother-in-law of current spouse, and employee's children, grandchildren, brother and sister.

- (b) Up to two (2) for attendance at the funeral service of brother-in-law, sister-in-law, niece, nephew, aunt, uncle and grandparents. Extensions may be granted by the Superintendent or his/her 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.

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

### Section 9.3: 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 they would have otherwise earned by working for the Employer on that date and for each day in which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer, and shall be required to submit to his/her Employer any monies received except expense money.

In order to receive payment, an employee must advise the superintendent five (5) working days notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she 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 their regular work schedule provided it is not in conflict with his/their regular jury duty.

### Section 9.4: 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.

### Section 9.5: Union Leave

Upon advance notice to the Superintendent or designated Administrator of no less than five (5) working days, the Board shall grant, without pay, a leave of absence with accrual of seniority, upon the application of any employee not to exceed one (1) at any time who accepts a position with the Local Union, International Union, Federated Union Bodies, and government or civic organizations; 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 return to work, such employees must be able to perform the work of the job to which they are returning or to such other job as they might be capable of performing and to which they might have been entitled by reason of their 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 extension.



#### Section 9.6: Conference and Convention Leaves

In proven emergency circumstances and, upon advance notice to the Superintendent or designated Administrator of not less than five (5) working days, leaves of absence, without pay, for a period not to exceed ten (10) 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 two (2) employees are off at one time.

#### Section 9.7: 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.

#### Section 9.8:

The Employer agrees to grant three (3) days off the job for two (2) Union representatives, without pay, for purposes of preparing for contract negotiations, with the further understanding that the Employer shall be provided with not less than five (5) work days prior notice. The Employer further agrees to grant time off, without pay, for two (2) Union representatives to attend all scheduled negotiation meetings.

#### Section 9.9: 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 and 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 9.10: Leave 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 9.11: Military Leave of Absence

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.

**ARTICLE X**  
**PAID TIME OFF (PTO) DAYS**

Section 10.1: PTO Days

Employees shall be credited with nine (9) days at the beginning of each school year to be used for PTO days. These days shall not be accumulative. PTO days may be taken as personal days or sick days or during inclement weather days. When taking a personal day, other than for a verified emergency, such PTO day shall be scheduled with no less than five (5) working days prior approval from the employee's immediate supervisor. Once approved, a personal day shall not be canceled unless the Employer can demonstrate that emergency circumstances exist. Furthermore, if hours are added to an employee's schedule consistent with the collective bargaining agreement, and the employee had approved time off for a scheduled appointment, employee shall not be required to cancel the appointment. PTO days shall be paid at a rate based on the prior work week if a full week is taken off. PTO days shall be paid at the rate from the then current schedule if less than a full week is taken off. The Board of Education will reimburse each employee for each PTO day not used during the course of the school year. Reimbursement will be made at the end of the school year based on the employee's normal workday at the employee's hourly rate.

Section 10.2: Employee Dies

Within fifteen (15) days from the time an employee dies, the Board shall pay to his/her estate, his/her accumulated PTO days.

Section 10.3: 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 PTO days. The Employer shall not be responsible for payment for any medications.

Section 10.4: Employee Retires

Employees with more than five (5) consecutive years of employment who have quit employment in good standing by giving proper notice, shall receive payment for accumulated PTO days 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 PTO days.

**ARTICLE XI  
SENIORITY**

Section 11.1: Seniority Date

Subject to the provisions of Section 11.2, each employee's seniority shall begin with their most recent date of hire.

Section 11.2: Probationary Period

New employees shall be on probation during the first ninety (90) work days. Newly hired employees who have worked at least thirty (30) days within a school year as a substitute, shall only be required to serve a forty-five (45) work day probationary period. Such probationary periods may be extended by mutual agreement between the Board and the Grievance Committee for just cause.

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. No seniority status exists during the probationary period.

Section 11.3: Top Seniority for Unit President

The Unit President of the PACE Unit shall have top seniority in their classification 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 Section 11.7, Job Posting.
- (b) Discharge for cause.

- (c) Employees hired before July 1, 1996, and who are laid off, shall have rights of recall for two (2) years. Employees hired after July 1, 1996, and who are laid off, shall have rights of recall for a period of their length of seniority, or two (2) years, whichever is shorter.
- (d) Absence because of illness or injury - refer to Article IX, Section 9.1.
- (e) Failure to report for work within five (5) work 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) Early childhood employees' absence from work for two (2) scheduled workdays without prior notification to the Board or a Board Representative. A hearing will be conducted prior to invoking a termination to determine if it was possible to give prior notification.
- (g) Failure to report for work upon recall from layoff within five (5) scheduled work days after notice to report for work is sent by registered or certified mail or telegram to the employee's address on file with the Board.
- (h) Retirement.
- (i) Settlement of a claim for total disability.

#### Section 11.5: Seniority List

An up-to-date seniority list of all employees who have completed their probationary period shall be provided to the Union in the month of October. If no corrections are reported to the Board within thirty (30) days, the list will be considered correct. Such list shall contain each employee's name, classification and bargaining unit seniority date. This information for all employees who have been laid off shall be displayed in a separate recall portion. Their last date of layoff(s) will be included.

#### Section 11.6: Vacancies and Promotions

- (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 same.
- (b) The notice of vacancy is to state such information as the 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 five (5) work days.

- (c) Copies of postings will be sent to the Union President prior to posting. Interested employees may apply in writing to the Superintendent or his/her designee within the five (5) day posting period.

#### Section 11.7: Filling Vacancies

- (a) The selection of employees to fill such vacancies within the classifications covered by this Agreement shall be made by the District, by giving equal consideration to seniority and qualifications as found within written job postings. In the event that two or more employees are determined by the District to be equally qualified, then the highest senior employee shall prevail. The selection of employees to fill such vacancies within the classification covered by this Agreement shall be made by the Director. Employees awarded job shall begin their duties within five (5) working days.

#### Section 11.8: Trial Period

When an employee is awarded a job, they shall be given a reasonable period of time, but not more than forty-five (45) scheduled workdays, to demonstrate their ability to perform the job. The trial period is not to be considered as a training period. Such forty-five (45) 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, they shall be returned to their former job or status.

When an employee is awarded a higher job, the employee shall receive the rate of pay for the awarded job.

#### Section 11.9: Seniority After Job Awards

If an employee is awarded a job in a different classification, they shall carry their bargaining unit seniority into the new classification.

#### Section 11.10: Notice of Force Reduction

In the event of a force reduction of seven (7) calendar days or more duration because of lack of work, the Board will by bulletin board notice give the Union and employees at least seven (7) calendar days advance notice. An employee laid off with less than seven (7) calendar days advance notice will be paid in lieu thereof. It is understood that the provisions of this Section shall not apply in the case of layoffs caused by Acts of God, epidemic, power failure, or other cause beyond the Board's control such as millage failures or work stoppages or in case of employee resignation or discharge.

#### Section 11.11: Lay Off

A lay off shall be defined as a reduction in work force. In the event of a lay off, 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 whose positions have been eliminated due to reduction in force, or who have been affected by a lay off-elimination of position, must exercise their seniority within five (5) working days of such lay off, or will be considered as a voluntary quit. All lay offs shall be on the basis of bargaining unit seniority within the classification as stated in the posted seniority list.

#### Section 11.12: 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 11.13: Recall

When the work force in any classification is increased after a lay off, employees will be recalled by bargaining unit seniority within the classification, with most senior employee being recalled first.

#### Section 11.14: 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.

#### Section 11.15: Reduction in Work Hours

In the event of a reduction in an employee's scheduled work hours of more than one (1) hour per work day, affected bargaining unit members may exercise their bargaining unit seniority to bump a lower seniored employee with comparable scheduled work hours. An employee whose work hours have been reduced by more than one (1) hour per day, must exercise his/her bargaining unit seniority right to bump by written notice to the Administrative designee within three (3) work days after receipt in 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.

Section 11.16: Transfer Out of Unit

Any employee in the unit with seniority in the school district who accepts a position with the school district which is outside the Bargaining Unit shall have their seniority with the Unit frozen for a period of two (2) years. Thereupon, their seniority shall be considered terminated.

**ARTICLE XII  
HOURS OF WORK**

Section 12.1: Overtime and Extra Work

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.

Extra Work

1. Any extra work available due to overload which is of a consistent nature will be offered first to the most senior person as long as the extra work does not overlap ones own shift or cause scheduling problems.
2. If the most senior person refuses the work, then the next senior person will be offered the overload. A senior person refusing the work on two (2) occasions per semester, will not be offered extra work. The procedure will continue until overload is covered.
3. Any extra work available due to a employee's personal sickness or leave will be offered first to the most senior person working the least scheduled hours, as long as it does not overlap one's own shift, cause scheduling problems, or exceeds a combined total of eight (8) hours worked.
4. If the most senior person refuses the work, then it will be offered to the next most senior employee. This procedure will continue until the hours are covered. The same rotation will continue uninterrupted for all future coverages.
5. Unit employees will be offered available work prior to probationary employees.

Employees will be offered the opportunity to do substitute work in other areas of the District.

6. Extra work shall be made available to all employees, consistent with the above provisions through the use of a sign up sheet. A new extra work sign up sheet will be posted for each semester.

Section 12.2: No Offsetting Overtime

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 the payment of overtime.

Section 12.3: Hours of Work (Lunch and Rest Periods)

All unit employees, whose job requires more than five (5) 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. Employees may eat their lunches with students/children. Employees shall be provided a clean and sanitary place for breaks and lunch.

All unit employees whose job requires five (5) or more consecutive hours in one day will be entitled to one (1) fifteen (15) minute paid rest period per day as scheduled by the Supervisor. Employees who are in need of a break shall not be unreasonably denied same.

Section 12.4: Changes in Hours Worked

- (a) Employees are required to work all scheduled hours unless notified otherwise or for reasons covered elsewhere in this Agreement. If any employee is sent home because of lack of work before their shift is completed (including extra work), they will receive either two (2) hours pay or be given two (2) hours work.
- (b) Permanent changes in the posted starting time of more than one (1) hour shall result in that employee's right to bump another employee with less seniority in his/her classification. Additionally, permanent changes in the posted ending time of more than two (2) hours shall result in that employee's right to bump another employee with less seniority in his/her classification. However, the parties further agree that these provisions shall not apply to an employee who has accepted the floater schedule.

**ARTICLE XIII  
PAID HOLIDAYS**

The following holidays shall be considered as paid holidays for all employees:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day

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.

## **ARTICLE XIV SAFETY AND HEALTH**

### Section 14.1: Reasonable Provisions

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

### Section 14.2: 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 two (2) 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 14.3: 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.

## **ARTICLE XV STRIKES AND RESPONSIBILITIES**

### Section 15.1: 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 15.2: 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 15.3: 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 XVI  
WORKING CONDITIONS**

Section 16.1: Closed School Due to Weather

When school is not in session for students due to weather, the Early Childhood staff will not report for work.

If school is closed for two or more consecutive days, the Superintendent will notify other members of the bargaining unit on day to day basis by radio and/or television. 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 because of inclement weather or other conditions beyond the control of the Board.

Notification will be made before starting time via the district's automated messaging system, local radio and television stations. The administration agrees to make a list of employees to be telephoned early; list to be made prior to October 1<sup>st</sup>. Employee 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, they shall receive no pay.

Section 16.2: No Pay

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

Section 16.3: Equal Work

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 16.4: Sub-Contracting

The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance therewith, the Board will not sub-contract work unless:

- (a) the skills and equipment needed to perform the work specified are unavailable in the school system, or
- (b) the schedule for such work cannot be met with the equipment or skills available for such work, or
- (c) the sub-contracting is necessary to comply with school requirements.

Section 16.5: Mileage

Employees required to use their personal vehicle during the course of their work including mandated home visits and Employer sponsored education/training classes 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. Employees electing to work additional hours at another location shall not be entitled to mileage reimbursement.

The District will provide a vehicle for employees required to make home visits or participate in Employer sponsored education/training classes (if one is available).

**ARTICLE XVII  
MISCELLANEOUS**

Section 17.1: 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 17.2: Visits by Union

The International Representatives of the Union shall be allowed to visit the schools during working hours provided they advised the Superintendent or his/her 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 17.3: Telephone Calls

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

Section 17.4: 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 17.5: 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 and United Fund.

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

Section 17.6: Legal Action

If any legal 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/her defense as is permitted under the law; provided an employee's actions were not negligent but were that of a reasonable person.

Section 17.7: Food, Lodging Allowance

Employees required to be out of the School District on special assignment or trips shall be allowed up to the following amount provided they turn in itemized receipts, and subject to the District's reimbursement policy which will provide for the beginning and ending times for eligibility for each meal reimbursement:

Breakfast	up to \$8.50	Out of the District before 7:00 a.m. and returning after 10:00 a.m.
Noon Lunch	up to \$12.50	Out of the District before 10:00 a.m. and returning after 2:00 p.m.
Evening Dinner	up to \$18.50	Out of the District before 2:00 p.m. and returning after 7:00 p.m.

Lodging, when required, must be pre-approved, and will be paid for on the basis of an itemized invoice or receipt. District will not reimburse for alcoholic beverages.

Section 17.8: Parking

Adequate parking facilities shall be made available for all bargaining unit employees.

Section 17.9: 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 17.10: Physical Examination and Hepatitis Immunization Fees

The Board of Education agrees to provide physical examinations for employees who hold seniority and that are required by the Board, Federal or State Laws.

The Board of Education agrees to provide Hepatitis B immunization if requested by employee.

Section 17.11: Government Programs

The parties agree that in the event a government 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 whenever possible and an explanation of all such programs before being put into effect.

Section 17.12: 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 17.13: 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. The cost of the printing to be shared equally.

Section 17.14: Career Development Training

The employer will refund tuition, registration, class or lab fees; reimburse cost of text books and/or manuals after the successful completion of job-related training programs which were approved by the Administration prior to the employee's enrollment. Employer agrees to give good faith consideration to requests. Expenses will be limited to a maximum of \$1,500.00 for the entire membership per school year. The term "job-related" shall refer to any job within this

PACE unit. In addition, when management mandates CDA certification (limited to employees hired before 5/1/99), the District agrees that the entire cost of this certification will be paid by the District and will not be applied to the above-mentioned \$1,500.00. Loss of CDA certification shall not result in any Employer obligation to pay for future re-certification or reinstatement of the CDA.

**ARTICLE XVIII  
WAIVER CLAUSE**

Section 18.1: 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 XIX  
TERMINATION**

Section 19.1

The terms and conditions of this Agreement shall become effective **July 1, 2014**, and shall continue in effect until **June 30, 2017**, unless either party shall give a written notice to the other at least sixty (60) days prior to June 30, 2017, or June 30 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 19.2

The parties agree to meet at mutually acceptable times in 2017 to negotiate a new Labor Agreement.

Section 19.3

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.

Section 19.4

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 \_\_\_\_\_, 2014.

**PINCONNING BOARD OF EDUCATION**  
Pinconning, MI

\_\_\_\_\_  
Michael Vieau, Superintendent

\_\_\_\_\_  
Thomas Boetefuer, Board President

**UNITED STEELWORKERS**  
AFL-CIO•CLC

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

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

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

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

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

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

**LOCAL UNION 7652-01 (PACE)**

\_\_\_\_\_  
Brenda Publow, Unit President – PACE

\_\_\_\_\_  
Linda Pingot, Local Union 7652 President

\_\_\_\_\_  
Marianne Mondeau, Local Union 7652

**SCHEDULE "A"**

**RATES AND CLASSIFICATIONS**

CLASSIFICATIONS	REGULAR RATE		
	7/1/14 To 6/30/17		
<b>Caregiver I</b> (Requires the possession and maintenance of a CDA credential) *	\$9.34		
<b>Caregiver II</b> (New Hire without a CDA)	\$8.15		
<b>Current Paraprofessional</b>	\$13.64		
<b>Paraprofessional I</b> (Requires Bachelor's Degree or Associate's Degree in Child Development and CDA – see *, above hired after July 1, 2004)	\$12.45		
<b>Paraprofessional II</b> (Requires the possession and maintenance of a CDA credential)	\$9.96		



## **SCHEDULE "B"**

### **INSURANCE**

#### Life Insurance

The Board agrees to provide employees who are regularly scheduled to work during the year, with a thirty thousand dollar (\$30,000) term life insurance policy with accidental death and dismemberment (AD&D) provisions, at no cost to the employee.

#### Sickness and Accident Insurance

Employee may purchase, at group rates, at the same level as the non-instructional employees group, sickness and accident insurance, if permitted and consistent with the carrier's limitations.

#### Health Insurance

The District will comply with the employer requirements and can exercise the options under the Patient Protection and Affordable care Act ("Reform Act").

Employees who are regularly scheduled to work an amount of hours which satisfies the health care provider's minimum hourly requirements shall be eligible to purchase health care insurance at group rates on a pre-tax basis through an Employer sponsored plan. Employees must meet all of the eligibility requirements and other terms and conditions of the health care plan as required by the carrier. Payment of health care premiums shall be made through payroll deduction by signing the appropriate documentation. Employees may enroll in the health care plan not more than one (1) time per year at intervals designated by the carrier, unless employee loses alternative health care insurance through no fault of his/her own.

#### Health Insurance Opt-Out

Beginning in the 2015-16 school year, employees who opt out of the District Health Insurance Plan and work 30 hours or more, will receive a lump sum payout of \$500 dollars (\$500.00) per year.

LETTER OF AGREEMENT  
BETWEEN  
PINCONNING AREA SCHOOL DISTRICT  
AND THE  
PACE UNIT, USW LOCAL 7652-01

The District agrees to extending 15 minutes to the end of the day for the current P.A.C.E. employees for the 2014-15, 2015-16, and 2016-17 school years and freezing the wages at current levels in the same time period. The District reserves the right to revoke the additional time due to financial hardship created by grant funding. The additional time will be used daily to input required student data.

The District also agrees to provide two (2) days of professional development at annual Early Childhood Conference for P.A.C.E. employees to attain or maintain certifications.

Pinconning Area School District

PACE Unit, USW Local Union 7652-01

\_\_\_\_\_

\_\_\_\_\_

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

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