

MASTER AGREEMENT

between the

LAKE CITY AREA SCHOOLS

and the

LAKE CITY SUPPORT STAFF FEDERATION

Affiliated with the

MICHIGAN FEDERATION OF TEACHERS/AFL-CIO

and the

**LAKE CITY BUS DRIVERS
LAKE CITY CUSTODIANS,
LAKE CITY FOOD SERVICE
AND LAKE CITY SECRETARIES (2013)**

2009-2012

EXPIRES JUNE 30, 2012

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AGREEMENT

This Agreement is made by and between the Board of Education of the Lake City Area Schools, Missaukee County, State of Michigan, hereinafter called the "Employer," and the Lake City Custodians, the Lake City Food Service personnel, the Lake City Bus Drivers and the Lake City Secretaries affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO hereinafter called the "Union" (local 4772).

PREAMBLE

Whereas, the Employer is required by law to negotiate with the Union on wages, hours and working conditions for all employees represented by the Union, and the parties, through negotiations in good faith have reached agreement on all such matters.

Now, therefore, the parties desire to execute this contract covering such agreement.

There shall be primary negotiations and secondary negotiations between the parties. Primary negotiations shall include up to two representatives from each of the secondary groups covered by each Appendix in this Agreement unless additional representatives are mutually agreed upon. The Administration shall be entitled to a reasonable number of representatives. If either party desires to negotiate changes to the Master Agreement, that party shall provide written notice to the other party evidencing said intent at least sixty (60) days prior to expiration of the Agreement. If such notice is not provided in the manner herein described, the Master Agreement shall extend for an additional term of one year and thereafter from year to year until such notice is provided by either party. If timely written notice is provided, the parties agree to schedule negotiations within thirty (30) days of the date of notice.

Secondary negotiations shall commence at least thirty (30) days prior to the expiration date of the Appendix covering the subject employee group or at such other time as is mutually agreed upon.

ARTICLE I RECOGNITION

Section 1: Recognized Units

The Union shall be, and is hereby recognized as the sole and exclusive collective bargaining agent with respect to wages, hours of employment and conditions of employment for the employees of the Employer as defined in this paragraph. The term "employees," as used in this Agreement, shall mean Maintenance-Custodians, all bus driver employees (excluding substitute drivers and mechanics), all cafeteria employees, and all secretaries (except Central office personnel), excluding supervisors and all temporary summer help and any students hired under federal programs.

Section 2: Union Membership

The Employers and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining union agent on their behalf:

- A.** Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- B.** Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of Union dues during such period, or having joined has not continued to pay Union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- C.** In the event that the bargaining unit member shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction under the procedures provided below:
- D.** The procedure in all cases of non-payment of the service fee shall be as follows:
 - a.** The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the employer in the event compliance is not effected.
 - b.** If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph "a" above.
 - c.** The Employer, upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.
 - d.** Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- E.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article. The Employer reserves the right to hire counsel at the Employer's expense.

CHECK-OFF OF UNION DUES & INITIATION FEES

The Employer agrees to deduct current regular monthly Union dues and initiation fees, as certified by the Federation, from the pay of any employee who has fully executed and furnished the Employer with an authorization form as shown below:

“I, the undersigned, do hereby authorize and direct my Employer to deduct from my wages the membership initiation fees or due in the amount fixed pursuant to the Constitution and By-Laws of the Union or its designated agent, pursuant to the provisions of any current or future collective bargaining agreement. This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from date hereof or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner, unless I revoke it by sending written notice to my employer and Union by registered mail, only during a period of five (5) days immediately succeeding the termination date of any yearly period, it shall be automatically renewed as an irrevocable check-off from year to year until duly revoked as herein provided.”

Date

Name (Please Print)

Employee's Signature

The Employer agrees to forward the amount of initiation fees or Union dues deducted each month to the Union, a list of those from whom deductions will be furnished to the Union at the same time.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason, action taken or not taken by the Employer in compliance with provisions of this Article, in reliance upon initiation fees or dues deductions, authorizations which have been furnished to it.

The Employer agrees to furnish to the Union a list of all employees who have not signed check-off authorizations and who have been employed for a period of Thirty (30) days or longer as of the first of each month.

ARTICLE II
DEFINITION OF RIGHTS AND RESPONSIBILITIES

Section 1: Rights of the Employer

- A. It is agreed that all rights and prerogatives which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify or change any work hours or number of work days, provided that the employer will bargain over the impact of any decision to reduce the number of work days to four (4) per week.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or re-assign employees, assign work or duties to employees, determine the size of the work force, and to layoff employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations and take any action(s) required by law.
 6. Determine the qualifications of employees.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, 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. The employer recognizes its obligation under the Michigan Public Employment Relations act to refrain from discrimination against Union members due to their exercise of protected rights.

Section 2: Rights of the Union

- A. The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. No charge shall be made for the use of rooms one (1) hour before the commencement of the school day nor until 7:00 p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.
- B. The Union shall have the right to post notices of its activities and matters of Union concern

on a bulletin board located in the break rooms. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.

- C. The Employer shall make available to the Union within a reasonable time statistics, records, work schedules or other information which the Union reasonably needs for preparation of bargaining demands for implementation of the terms of this Agreement or grievances. (It is understood that this provision in no way requires the Employer to compile materials in ways such material is not normally compiled.)
- D. The Union president or his/her designee shall be permitted reasonable release time for Union business for the purpose of investigating and presenting grievances during work hours, provided that approval is secured by his/her immediate supervisor.

ARTICLE III DISCIPLINARY ACTION

- A. Discharge of a new hire employee in the bargaining unit during the probationary period shall not be grievable, provided that the probationary employee has been afforded progressive discipline in accordance with the following:
 - 1. The employee is furnished with one (1) or more written evaluations, which specifically describes job-related deficiencies and contains suggestions and/or methods for improvement under Administrative guidance, and
 - 2. The employee, prior to the date of discharge, received an written statement containing the reasons for discharge.
 - 3. Probationary employees may be released from employment with or without cause but may not be released for engaging in union activity. Unless otherwise provided in the Appendix, the probationary period shall be one year.
- B. No employee shall be disciplined, reprimanded, discharged or suspended without just cause.
- C. An employee disciplined, reprimanded, discharged, or suspended, who considers such discipline, reprimand, discharge, or suspension without good cause, shall present a grievance or such action as provided in the grievance section of this Agreement.
- D. The Employer recognizes and subscribes to the philosophy of progressive discipline including:
 - 1. Verbal warnings
 - 2. Written warnings
 - 3. Suspension – with or without pay or involuntary transfer, if appropriate
 - 4. Discharge

If an employee engages in an act or omission justifying the imposition of discipline at an advanced step of the progressive disciplinary process, the employer reserves the right to begin discipline at the appropriate step.

- E. If discharge of an employee is to be considered because of deficiencies observed in the employee's work, such action must be preceded by:**
- 1. Observation of the deficiencies by the employee's immediate supervisor through the evaluation process described elsewhere in this Agreement.**
 - 2. Direction that the employee must improve and the consequences of failure to do so.**
 - 3. Opportunity for the employee to make improvements.**
 - 4. Assistance from the immediate supervisor and/or administrators and Employer resources to help the employee improve.**

ARTICLE IV EVALUATIONS

- A. All employees in the bargaining unit shall be evaluated by their immediate supervisor at least once per year.**
- B. Each employee upon initial employment or the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.**
- C. Each employee shall be given a copy of his/her evaluation. If an employee is rated unsatisfactory, a conference shall be scheduled within three days between the immediate supervisor, the employee, and the union representative, if requested. The employee may request the presence of a Union representative at this conference or meeting.**
- D. Substantiated complaints or concerns previously discussed with the employee may be a part of the evaluation.**

ARTICLE V PERSONNEL FILES

- A. An employee shall be permitted to inspect the contents of his/her personnel file. A Union representative may be present if requested by the employee. Only one file containing evaluative material shall be maintained for each employee.**
- B. The employee shall sign, date, and receive any materials placed in the file which constitute disciplinary action, substantiated negative or adverse comments, personnel evaluations or other documents which it is necessary to establish that the employee has received.**

- C. All material making adverse reference to an employee's competence, character, or manner shall be placed in a file only with an employee's knowledge within a reasonable time after receipt of discovery of said material. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.
- D. Employees may request that the Superintendent of Schools remove any disciplinary actions from the employees file after one year.

**ARTICLE VI
SENIORITY, VACANCIES, LAYOFF AND RECALL**

Section 1: Seniority

- A. Seniority shall be defined as length of service in the unit and classification, exclusive of layoff and/or unpaid leave periods. During layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave.
- B. Probationary employees retained in excess of the probationary duty days shall have seniority from first date of hire.
- C. All seniority is lost when there is a severance of employment unless due to layoff.
- D. The seniority list shall be published and copies furnished to the union at the beginning of the school year.

Section 2: Vacancies

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leaves, or promotion shall be filled by the applicant possessing the necessary qualifications (i.e., seniority, ability to perform work, physical fitness to perform available work and/or other qualifications determined by the Employer). The employer reserves the right to hire the most qualified job applicant. If the applicants are equally qualified, seniority shall control.
- B. In the event of a dispute over the relative equality of other qualifications is considered, (as addressed in paragraph A above), a trial period of thirty (30) working days shall be granted to the employee. Such period shall be requested by the grievance committee of the Union after discussion of the problem with the Employer. The question of ability and/or physical fitness for the job shall be determined by the Employer at the end of the trial period.
- C. Whenever any vacancy within the bargaining unit occurs, the Employer agrees to provide for posting of the position and to give written notice of the vacancy to the Union. No vacancy shall be filled until it has been posted for at least five (5) working days.

Section 3: Layoffs

In the event of a reduction in force which requires the layoff of an employee from the system, the Employer will seek volunteers and any employee seeking layoff will be laid off first. If no one volunteers for layoff the employee with the least seniority within the classification bargaining unit shall be the first to be laid off regardless of his/her position. However, in order to be retained or recalled, the employee(s) involved must be able to perform available work efficiently.

Section 4: Classifications

When it is necessary to reduce the number of employees, the employee(s) on the job with the least seniority in classification in the bargaining chapter will be released from such job. Such employee will then be allowed to displace an employee with the least seniority in another job in the same bargaining unit chapter for which they are qualified. The Employer shall determine an employee's qualifications. The Employer shall not impose job requirements not customarily imposed on other bargaining unit members without agreement of the Union.

Section 5: Recall

- A. Registered or certified letters of recall shall be sent to the last address the employee listed with the Employer as his/her mailing address.**
- B. It is the responsibility of laid off employees to maintain a current address with the Employer. Laid off employees must indicate their desire to be recalled on an annual basis by providing written notice to the superintendent's office.**
- C. Laid off employees shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off employees shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in work force.**
- D. A laid off employee shall be considered laid off until:
 - 1. The employee is reinstated in the school district.**
 - 2. The employee refuses an offer from the Employer to fill a comparable position for which the employee held prior to the layoff.**
 - 3. The employee fails to respond within fifteen (15) days of receipt to a written offer (by certified/registered mail) of a position made by the Employer.**
 - 4. The employee is laid off beyond a period of two (2) years. After the layoff period has expired, all seniority rights are forfeited.****

**ARTICLE VII
SPECIAL CIRCUMSTANCES**

Section 1. Student Discipline

The Employer accepts its responsibility to provide administrative assistance and support to all its employees. The employees agree that all disciplinary measures invoked by them shall be reasonable and just and in accordance with established practices.

Section 2: Assault

- A. Any case of assault (e.g., an action which places an employee in fear of imminent harm) upon an employee arising out of a school-related incident shall be promptly reported to the Employer. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the employee concerned. If the assault is by an adult who is not a pupil, the Employer shall promptly report the incident to the proper law enforcement authorities.**
- B. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee.**

Section 3: Parent Complaints

Any complaint by a parent directed against an employee shall be promptly called to the attention of the employee, if the complaint is considered serious.

Section 4: Employee Handbook

The Employer shall provide each employee with any employee handbook developed by the Employer. New employees shall be provided said handbook upon hiring. Changes to this handbook will be promptly provided to each employee in written form.

Section 5: Health and Safety

Employees shall be required to vacate buildings that are being fumigated.

Section 6: Hiring Substitutes

Employees are encouraged to offer suggestions and/or recommendations concerning new employees and substitute employees.

Also – see appropriate appendix.

**ARTICLE VIII
SICK LEAVE AND OTHER LEAVES**

Section 1: Sick leave

- A. Employees shall be entitled to sick leave when they are incapacitated by illness or disability to the extent that they are unable to perform their normal job duties. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family, when the employee is responsible for the care of that member of the family or for any other person for whom they are responsible. Sick leave may also be used for doctor appointments which cannot otherwise be scheduled.**
- B. Immediate family shall include: spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, brothers, sisters, or grandchildren, or any person whose care the employee is responsible.**
- C. In the event that an employee is absent due to illness for five (5) consecutive days, the Employer may, at its own expense, request an examination by an independent physician.**
- D. Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre- and post-natal).**

Section 2: Personal Leave

An employee planning to use a personal leave day or days shall request permission from the Employer at least two (2) working days in advance but is encouraged to provide as much advance notice as possible, except in cases of emergency. Personal leave shall not be used for recreation, vacation, or shopping trips and shall not be taken on a work day preceding or succeeding a vacation or holiday nor if the employee can make arrangements to avoid its use. Unused personal days will be added to the employee's accumulative sick day total at the end of the year.

Section 3: Jury Duty

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of ten (10) days in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Employer the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the School District. If an employee is paid mileage by the court, such employee shall retain the mileage payment. If jury service is anticipated to exceed 10 days, discussion shall occur between the parties concerning employee compensation.

Section 4: Extended Child Care Leave

- A. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Employer at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.**

- B. The employees' request for leave shall include the beginning date of the requested leave and shall include the employee's date of return.**
- C. An Extended Child Care Leave shall be granted for up to a maximum of one (1) calendar year per child.**
- D. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.**
- E. An employee may make written application to the Superintendent of schools for reinstatement prior to expiration of the leave granted by the Employer. However, the Employer reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.**
- F. The employee will not receive seniority credit for the duration of the Extended Child Care Leave.**
- G. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the layoff procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.**
- H. Failure to return from a leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the Employer and the employee prior to said date.**
- I. Extended Child Care Leave shall provide no experience credit on the salary grid. Upon return from leave, the employee shall be entitled to all benefits accrued to said leave.**

Section 5: Funeral Leave

Employees shall be granted up to five (5) paid leave days following a death in the immediate family. (Immediate family: spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, brothers, sisters, brother/sister-in-law, or any person for who's financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.

Section 6: FMLA

It is agreed that in relation to the Family Medical Leave Act (FMLA) each employee is entitled to twelve (12) weeks of medical insurance coverage, to the extent provided for in the law. If the individual chooses to use any combination of sick and/or personal leave with a medical leave request, the use of these days will not increase the overall amount of FMLA leave to which an employee is entitled; these days will run concurrently.

Section 7: Unpaid Leave

An employee requesting an unpaid leave of absence for any reason other than illness shall make application to the Superintendent of Schools in writing, at least thirty (30) days prior to the anticipated leave day, except in case of emergency, stating the length of leave requested and the purpose thereof. Approval rests solely with the Employer.

Section 8: Unpaid Leave Conditions

- A. Employees on unpaid leaves will not be covered by any Employer fringe benefits unless otherwise required by law. A person on unpaid leave may, however, continue group coverage in such fringe benefits by paying the Employer for such coverage at such time as the premiums are due.
- B. Failure to return after the termination date of leave, unless such failure is legitimately excusable in the judgment of the Employer, shall constitute grounds for investigation and a due process hearing for consideration of termination.
- C. An employee returning from leave will be entitled to the same or similar position as the one he/she took leave from. If there is no vacancy the layoff procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

**ARTICLE IX
BENEFITS**

Section 1: Insurance Carrier

- A. To the extent the Employer has agreed to provide benefits for a particular unit, the Employer will select the insurance carrier for the group life, accidental death and dismemberment, and sickness and accident coverage. Benefits will be subject to standard provisions set forth in the policy or policies. See applicable appendix for applicable coverage level.
- B. In an effort to control costs and prevent the employee from having to pay excessively, it is agreed that a collaborative committee will be formed to consider possible carrier and/or policy changes. Prior to institution of a change of carrier and/or policy, the Employer and Union shall mutually agree through a committee of management representatives and Union representatives.

Section 2: Life Insurance: (20 hours per week employees) [after 1-5-05]

The Employer will provide without cost for each employee identified above \$30,000.00 term life insurance including AD&D.

Section 3: Coverage Termination

Benefit coverage shall cease in the month in which an employee is laid-off, retires, or terminates employment, unless continued coverage is otherwise required by law.

Section 4: Effective Date

Hospitalization benefit for a new employee shall become effective thirty (30) days after the first day of employment. Life insurance shall become effective immediately upon employment.

Section 5: Double Coverage

There shall be no double coverage paid by the School District.

Section 6: School-related Injury

School-related injury, which arises out of or occurs in the course of employment of an employee, shall be promptly reported to the Superintendent of Schools. The employees shall be supplied with the appropriate forms in the event of a school-related accident.

**ARTICLE X
STRIKES AND LOCKOUTS**

Section 1: Strikes

The Union agrees that during the life of this Agreement neither the Union nor its agents will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike.

Section 2: Lockouts

The Employer agrees that during the same period there will be no lockouts.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 1: Definition, Grievability

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

The following matters will not be the basis of any grievance:

- A. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:
 1. The employee is furnished with written evaluations based on direct observations,

which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and;

2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

Section 2: Aggrieved Person, Notice, Days

An “aggrieved person” shall mean any member or members of the bargaining unit, or the Union in its own behalf, making the complaint. The term “days” shall mean work days, except where otherwise indicated.

Section 3: General Principles

- A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified. Grievances arising from the action of authority higher than the immediate supervisor may be initiated at step 3 of this procedure.
- B. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the employee involved shall suffer no loss of pay.
- C. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the grievance form may be rejected as improper and such rejection shall not extend the time limits.
- D. No decision or adjustment of a grievance shall be contrary to any provisions of this Agreement.
- E. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. If the Employer or its designated agents fail to communicate a decision on a grievance within the specified time limits the grievance may be appealed to the next step.
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. The arbitrator shall have no power to establish salary scales or to change any salary.
- J. The arbitrator shall have no power to decide any question which, under this Agreement, is

within the exclusive responsibility of the Employer to decide. In rendering the decision, the arbitrator shall give due regard to the responsibility of the Employer, and shall so construe this Agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.

- K. The arbitrator shall have no power to interpret State or Federal law.
- L. No arbitrator shall hear more than one (1) grievance at any one hearing without mutual consent of the Employer and the Union.
- M. The Employer and the Union each shall bear the full costs of their representative counsel in the arbitration.
- N. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
- O. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s) and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.
- P. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer, and the Union.

Section 4: Procedure for Adjustment of Grievances

Grievance shall be presented and adjusted in accordance with the following procedures.

A. Step 1 - Informal Conference

1. A complaint shall first be discussed with the immediate supervisor with the object of resolving the matter informally by the aggrieved person, his/her Union representative, or both.
2. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the immediate supervisor shall inform the Union of the adjustment.

B. Step 2 - Written Procedure, Immediate Supervisor

1. In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the immediate supervisor within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of when the grievant should reasonably have known of the act or conditions, whichever shall occur first.
2. Upon investigation of the issues involved, the immediate supervisor shall, within five

(5) days following receipt of the grievance, communicate his/her decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

C. Step 3 - Written Procedure, Superintendent of Schools

1. In the event the matter is not resolved at Step 2, the aggrieved person may, within five (5) days of receipt of the answer at Step 2, appeal to the Superintendent of Schools by filing a copy of the grievance form and answers thereto.
2. Upon investigation of the issues involved, the Superintendent of Schools shall, within fifteen (15) days following receipt of the grievance, communicate his/her decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

D. Step 4 - Written Procedure, Board of Education

1. In the event the matter is not resolved at Step 3, the aggrieved person may, within five (5) days of receipt of the answer at Step 3, appeal to the Board of Education by filing a copy of the grievance form and answer thereto.
2. In not less than five (5) days nor more than thirty-five (35) calendar days, the Board of Education shall hold a private hearing. The aggrieved person, his/her Union representative, and necessary witnesses, plus administration may be present. At least three (3) days notice shall be given by the Board of Education.
3. Within ten (10) days of the conclusion of the hearing, the Board of Education shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the Union, the aggrieved person (if any), and to the administration.

E. Step 5 - Mediation

Within ten (10) days after receipt of the decision of the Board, the Union may, *but is not required to as a condition for invoking arbitration*, appeal a decision of the Board of Education to mediation in accordance with the procedures of the Michigan Employment

Relations Commission. The use of mediation extends the time frames for appeal to arbitration until ten (10) days after the mediation is concluded.

F. Step 6 - Arbitration

Within ten (10) days after receipt of the decision of the Board of Education, the Union may appeal the decision to binding arbitration by filing with the Superintendent of Schools the arbitration form. If the parties are unable to mutually agree upon an arbitrator within ten (10) days of the date the arbitration grievance form is filed with the Superintendent of Schools, then the union may request that the Michigan Employment Relations Commission provide a list of arbitrators. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected by allowing each party to alternatively strike one (1) arbitrator from the list until a final unstricken arbitrator is selected.

ARTICLE XII
DURATION

This Agreement shall become effective upon ratification and remain in full force until June 30, 2012 (June 30, 2010 for secretaries). For the 2010-2011 and 2011-2012 contract years, the contract will be re-opened to negotiate two (2) language items and compensation (salary and benefits) only.

LAKE CITY SUPPORT STAFF FEDERATION

S. S. Hall
Custodial Unit Shene Billett 9/17/09 Date
Tammy Sprague 9/11/09 Date
Food Service Unit
Step U. Eason 9/14/09 Date
Bus Driver Unit

BOARD OF EDUCATION
LAKE CITY AREA SCHOOLS

Ruby T. Hon 9/24/09 Date
Board President
Craig J. Brown 9/24/09 Date
Board Secretary
Kary E. Ash 9-10-09 Date
Superintendent

J. L. Mickles 9/17/09 Date
MFT Field Rep

GRIEVANCE FORM

Step 2

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

Check one: I do (), do not (), wish the Union to represent me in this grievance.

Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)

Remedy Sought (specify)

Signature

Date

Statement of Decision (state decision, cite contract sections, and give reasons for decision).

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Step 3

TO _____

Date Submitted _____

FROM _____

Date grievance _____

Discovered _____

Check one: I do (), do not (), wish the Union to represent me in this grievance.

Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)

Remedy Sought (specify, only if different from Step 2)

Signature AND DATE

Statement of Decision (state decision, cite contract sections, and give reasons for decision).

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Step 4

TO _____

Date Submitted _____

FROM _____

Date grievance _____

Discovered _____

Check one: I do (), do not (), wish the Union to represent me in this grievance.

Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)

Remedy Sought (specify, only if different from Step 3)

Signature AND DATE

Statement of Decision (state decision, cite contract sections, and give reasons for decision).

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Mediation (optional)

TO _____

Date Submitted _____

FROM _____

Date grievance _____

Discovered _____

Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps 2-4).

Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator.

Suggested dates _____

Union Signature and Date _____

Employer response (date for conference, etc.)

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Arbitration

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps 2-4).

Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator.

Suggested dates _____

Union Signature and Date _____

Employer response (date for conference, etc.)

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

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APPENDIX A
CUSTODIANS

Section 1: Sick and Personal Leave

Upon initial employment and each year thereafter, full-time employees shall be granted twelve (12) sick days and two (2) personal days (pro-rated during first year of employment). Unused sick days shall accrue to a maximum of one-hundred twenty (120) days.

Section 2: Vacations

A. Custodial employees shall be entitled to vacation time beginning in July of :

Year One (1)	One (1) week (5 days)
Year Two (2)	Two (2) weeks (10 days)
Year Eight (8)	Three (3) weeks (15 days)
Year Fourteen (14)	Four (4) weeks (20 days)

B. Vacation time shall be based on a July 1st starting point.

For all new employees, vacation time shall be pro-rated from the date hired after July 1st to June 30th of the next calendar year and shall be determined to be Year One.

C. During Year One, beginning their third (3) month of employment, new employees shall receive pro-rated vacation time at a rate of .5 vacation days per month. It is considered Year Two when they begin their first full July 1st to June 30th term of employment.

D. The vacation week shall be construed to mean the employee's regular work week with pay for forty (40) hours at regular rate.

E. Vacations shall be established by the employer and shall take into consideration requests of the employees according to seniority. A staggering of vacation period will be allowed by the Superintendent of Schools to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year.

F. Failure of an employee to receive permission in advance to use vacation leave will result in loss of salary benefits for the period of that absence and may result in disciplinary action.

Section 3: Work Week

The standard work week for all full-time maintenance/custodial employees shall be established at forty (40) hours per week. The work week is established as five (5) consecutive days a week, Monday through Friday. The normal work day shall be eight (8) hours, excluding non-paid lunch periods. All maintenance/custodians shall remain in their respective buildings during this work time unless directed otherwise by his/her immediate Supervisor or the Superintendent of Schools. During the summer, the Superintendent of Schools may, in his/her sole discretion, authorize a work schedule option of four (4) ten-hour workdays.

Section 4: Overtime

When overtime is required of employees covered by this Agreement, they shall be rotated according to seniority. Any employee who does not accept overtime work when offered must wait until the rotation is completed before he/she can, again, claim overtime work. In the event that no employee accepts overtime work, the Employer may assign such work to employees on a rotating basis according to inverse seniority.

Section 5: Snow Days & Call-in

- A. When school is called off, commonly referred to as a “snow day,” or “health day,” by the appropriate school official, workers governed by this contract will not be required to work for the first two (2) days. Their wages and benefits will be paid for those days. Day-time custodians who report to work on either of the first two (2) snow or health days will be paid time-and-one-half for a minimum of two (2) hours or more, if worked).
- B. Employees will report to work on all additional days unless specifically told not to do so by the Superintendent of Schools. It is also understood that the Superintendent may choose to send the custodians home early, depending upon work load and/or weather conditions.
- C. Employees who cannot report to work or reports late after the first two (2) snow days will be charged time from vacation or personal days for that portion of time missed.
- D. On snow or health days, the supervisor will establish a “show-up” time for all custodians. This time may vary slightly in order to cover district needs.

Section 6: Holiday/Vacation Time

Employees will not be charged for a vacation day falling on a holiday. Overtime work will be permitted only when authorized by the Superintendent of Schools.

Section 7: Arriving Late

Employees reporting late for their shift are not to work over to make it up. Deduction will be made for the amount of time they were late. The hour will be divided into four fifteen (15) minute segments.

Section 8: Emergency & Overtime Pay

Employees called in on an emergency basis shall be paid not less than two (2) hours overtime pay. Employees shall remain for as long as deemed necessary by an administrator or his/her immediate supervisor.

Section 9: Shifts & Times

- A. The shifts for Maintenance/Custodians during the school year and summer shall be determined by the Employer.
- B. General duties and shift assignments shall be covered by the appointed supervisor one (1) or two (2) weeks before the following dates: August 15, November 1, March 15 and May 15.

Section 10: Coffee Breaks

Two (2) coffee breaks of a maximum of fifteen (15) minutes each shall be allowed full-time employees. Allotted time for coffee breaks and lunch period is inclusive of any movement time.

Section 11: Wages

- A. Wages shall be as follows:

	<u>2010-11</u>
Probationary Period 1 Year	\$12.70
Night Shift Premium	.00
Second Year	\$13.70
Night Shift Premium	.10
Third Year	\$15.00
Night Shift Premium	.20

A custodian volunteering as a Substitute Bus Driver shall be paid at his/her custodian's hourly rate or route rate, whichever is greater.

- B. The Employer reserves the right to place new employees at whatever salary level the Employer feels appropriate.**
- C. Employees required to work on a holiday will receive payment at twice their hourly rate (double time) and overtime pay for Saturdays and/or Sundays.**
- D. Overtime work will be permitted only when authorized by the Superintendent of Schools.**
- E. Up to three (3) hours of overtime is authorized for home games during the basketball season. This is for the purpose of set-up, floor cleaning between games and clean-up of the gym, bathrooms, and hallways after the event. The supervisor may distribute this overtime between employees, as agreed upon by the employees.**

Section 12: Health Benefits

- A. The health insurance plan will be MEBS POC LA 10/40/10.**
- B. The employee may elect single, double or full family coverage and will share in the cost of the annual premium at the rate of 7.25%. For the contract year 2010-2011, the total dollar amount co-paid by the employee for the elected coverage shall remain the same as the amount deducted from wages in the 2009-2010 contract agreement.**
- C. The employee may elect to have this health insurance contribution taken out as pre-tax dollars.**

Section 13: In-Lieu of Health Benefit

There shall be no double coverage paid by the district. Employees not electing the health benefit will receive \$2,500 which may be utilized through the 125 Plan.

Section 14: Vision

Vision benefit will be Plan 2 (SET-SEG). If a comparable plan is being considered, the union and District will meet to discuss any proposed changes in the plan provider.

Section 15: Dental

The Board will provide dental benefit without cost up to \$800.00 for the employee and his/her family.

Section 16: Uniforms, Weather Related Wear, and Safety Equipment

- A. Following six (6) months of employment, required uniforms (6 shirts and 6 pants) shall be issued to the employee. In the second year and each succeeding year thereafter, all employees shall be allowed \$85.00 for the purchase of a uniform item or items, i.e., shirts, pants, shorts, coat, , etc.**
- B. Employees required to work outdoors will be reimbursed up to \$65.00 each year for weather related apparel expenses.**
- C. Custodians will be provided safety glasses – for changing fluorescent bulbs, etc.**

Section 17: Longevity

The employees covered by this Agreement shall be paid longevity according to their date of hire within the Lake City Area Schools System. The cut-off date for determining longevity will be December 1st with payment made on the first pay day in December. Longevity to be based as follows:

Years of Service	Longevity Pay
10	\$500
15	\$700
20	\$900

Longevity accrual time cannot accumulate during unpaid leave. It shall accumulate according to seniority.

Section 18: Severance Pay

At the conclusion of ten (10) years of employment in the district, severance pay for accumulated unused sick time up to 120 days for maintenance/custodial employees in good standing upon severance will be granted:

120 days	=	\$2,500
30 to 119 days	=	\$20.00 per day
1 to 29 days	=	\$15.00 per day

Section 20: Holidays

- A. Custodial employees will be entitled to the following holidays off with pay:
 - Labor Day
 - Deer Day (if school is not in session)
 - Thanksgiving Day
 - Friday following Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Years Day
 - Good Friday (if school is not in session)
 - Memorial Day
 - Fourth of July

- B. If Christmas and New Years fall on Thursday, the Friday after may be taken as a vacation day.

- C. Where such a holiday falls on Saturday, employees will be off work on the preceding Friday with pay. When a holiday falls on a Sunday, employees will be off work on the following Monday with pay.

Section 21: Criminal History Check

The “School Safety” Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the department of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

Section 22: Attendance Incentive

Maintenance/custodial employees who do not use more than one (1) sick day during a given year shall be credited with one (1) additional day which can be taken as a vacation day.

Section 23: Temporary Vacancies

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

Section 24: Custodians Volunteering as Substitute Bus Drivers

- A. An Evening Custodian volunteering as a Substitute Bus Driver will not be called in for any morning bus driving.**
- B. Custodians may volunteer to drive a school bus for the district as a Substitute Bus Driver providing that they are only to be called to drive if no other Substitute Driver can be found.**
- C. Custodians volunteering as a Substitute Bus Drivers are not to be called to drive on a date when a “home” indoor sporting event is being held in his/her respective building — providing the Facilities Director concurs.**
- D. Custodians volunteering as Substitute Bus Drivers are not to be called in to drive on a date when a “special event” such as Graduation, Christmas Concert, Parent-Teacher Conferences, Open House, etc., is being held in his/her respective building – providing the Facilities Director concurs.**
- E. The Transportation Director must contact the Facilities Director (custodial supervisor), or Superintendent or designee if the Facilities Director is unavailable, to collaborate on the work schedule of the Custodian volunteering as a Substitute Driver.**
- F. Custodians volunteering to drive a bus will be paid as per contract for any overtime that is the result of extended hours beyond their regular shift hours.**

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APPENDIX B

FOOD SERVICE

Section 1: Work Year

- A. Employees shall be assured of employment for a minimum of one hundred seventy (170) days per school year.**

Section 2: Snow/Call-In Days

- A. If school is delayed and/or cancelled, it is agreed for the life of this contract that employees will be paid for “2 hours of show-up time,” if they are not notified by 6:30 a.m., provided the employee(s) can be reached by phone.**
- B. When school is closed due to inclement weather, health or other conditions, employees shall receive their regularly scheduled pay for up to two (2) days only. Should an employee wish to exercise the option of substituting one or both unused personal days to avoid a pay deduction for additional days not worked when a “snow day” is called, he/she may do so by submitting a personal day leave form request to the Food Service Director upon the next day worked.**

Any make-up days (after 2 days) will be paid at their regular wages.

Section 3: Work Week

The standard workweek is established at five (5) days a week.

Section 4: Work Day

The normal work day will include two fifteen (15) minute paid break periods for employees working seven (7) hours daily and one (1) fifteen (15) minute paid break period for employees working four (4) hours or less.

Section 5: Part-time or Temporary Help

If the Employer deems it necessary to add on part-time or temporary help the Employer may do so. Part-time or temporary help shall not be utilized to reduce hours of other employees.

Section 6: Work Site

All cafeteria employees shall remain in their respective buildings during this work time unless directed otherwise by the immediate supervisor.

Section 7: Promotion of Food Service

For the duration of this agreement, the school district and the employees, in an effort to promote a quality food service program, agree to promote the food service program on a united front for the purposes of improving the program from a financial standpoint and a working relationship standpoint.

Section 8: Program Evaluation

It is further agreed that program evaluation will occur periodically for service to the students, financial operation, and human relations between supervisors and employees.

Section 9: Overtime/Extended work

When overtime work is required of employees by this agreement, they shall be rotated according to seniority. Any employee who does not accept overtime when offered must wait until rotation is completed before they can, again, claim overtime work. An employee will be paid time and a half for over forty (40) hours per week.

Overtime/extended work will be permitted only when authorized by the Superintendent of Schools.

Section 10: Late Reporting

Employees reporting late for their shift are not to work over to make it up. Deduction will be made for the amount of time they were late. The hour will be divided into six (6) ten (10) minute segments.

Section 11: Emergency Call-in

Employees called in on emergency shall be paid not less than two (2) hours overtime pay. Employees shall remain for as long as deemed necessary by an administrator or the employee's immediate supervisor.

Section 12: Wages

A. Wages:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Head Cook	\$12.50	\$12.75	\$12.75	\$12.75
Assistant Cook	\$11.40	\$11.65	\$11.65	\$11.65
Cafeteria Worker	\$10.65	\$10.90	\$10.90	\$10.90
Probation	\$ 8.50	\$ 8.75	\$ 8.75	\$ 8.75

B. Probationary employees successfully completing 60 work days will be eligible to move to the next pay range, but will continue to serve the one year probationary period.

Section 13: Health Benefit:

***For Contract year 2010-2011 all health benefit amounts to be paid by the employee will be at the 2009-10 amount.

		<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
A.	Single Person: 20 hours or more 19 hours or less	100% **	100% **	100% **	100% **
	Two Person: 30 hours or more 20 to 29 hours 19 hours or less	90% 70% **	90% 70% **	90% 70% **	90% 70% **
	Full Family: For all employees	**	**	**	**

**May be purchased at the employee's expense as additional coverage beyond the benefit provided, determined by the employee's hours of work and at the difference in premium cost to the district.

B. Employees who do not elect to receive the health benefit or who work 19 hours or less shall receive dollars in-lieu of health benefit, Section 14.

C. Probationary employees must successfully complete their one (1) year of probation to qualify for in-lieu of health benefit dollars.

Section 14: In-Lieu of Health Benefit:

30 hours or more	=	\$2,000
20 to 29 hours	=	\$1,500
19 hours or less	=	\$1,000

Section 15: Dental

The Employer will provide dental benefit without cost up to six hundred dollars (\$600.00) for the employee and his/her family comparable to the 1993-94 SET-SEG dental plan benefit level as follows:

30 or more hours per week:	100% up to \$600
20 up to 30 hours per week:	60% up to \$360
Less than 20 hours per week:	40% up to \$240

Section 16: Vision

The Employer will provide vision coverage to comparable to "Plan 1" up to the schedule listed below:

30 hours or more	=	\$250
20 hours up to 30	=	\$150
Less than 20 hours per week:	=	\$100

Section 17: Longevity

- A. The employees covered by this agreement shall be paid longevity according to their date of hire within the Lake City Area Schools system. The cut-off date for determining longevity will be December 1st. Longevity to be based as follows:

Years of Service	Longevity Pay
10	\$500
15	\$700
20	\$900

- B. Longevity accrual time cannot accumulate during unpaid leaves. It shall accumulate according to seniority.

Section 18: Uniforms

- A. Employees will be provided three (3) shirts and reimbursed, based on submitted receipts, up to one hundred dollars (\$100.00) per year for appropriate foot wear and uniform purposes. Employees are expected to keep these clean.
- B. Probationary employees will be provided three (3) shirts and reimbursed, based on submitted receipts, up to one hundred (\$100.00) per year for uniform purposes following the successful completion of sixty (60) days of their probationary period.
- C. Probationary employees are required to return the provided shirts if they or the employer terminates their employment prior to the conclusion of their probationary period.

Section 19: Substituting

- A. Employees working less than full-time shall be offered cafeteria-substituting assignments on a rotating basis. The rotation list shall be established on the basis of seniority.
- B. The supervisor shall designate an assistant cook to substitute for the head cook during his/her absence. This employee shall be paid for substituting at the head cook's hourly pay rate.
- C. Part-time substitutes will receive the pay rate that the full-time employee regularly performing that position receives.

Section 20: Catering Events

- A. When the school district caters events and/or functions (proms, banquets, meetings, etc.), it shall determine the positions needed and offer catering work to cafeteria employees by classification on a rotating basis. The rotation list shall be established on the basis of seniority.
- B. Employees shall be paid at their regular rate of pay for catering work with the following exceptions, which shall be paid at one and one-half times their regular rate of pay:
 - 1. Employees working over eight (8) work hours.
 - 2. Employees returning to work after 6:00 p.m.
 - 3. Employees working on holidays and/or weekends.

Section 21: Sick Leave

Upon initial employment and thereafter full-time regular employees shall be granted ten (10) sick days and two (2) personal days (pro-rated in the first year of employment). Unused sick days shall accrue to a maximum of one-hundred (100) days.

Section 22: Severance

Severance for unused sick time for Food Service employees upon retirement will be granted according to the following schedule:

1 – 29	=	\$10	60 – 69	=	\$16
30 – 39	=	\$12	70 – 79	=	\$17
40 – 49	=	\$14	80 – 89	=	\$18
50 – 59	=	\$15	90 – 100	=	\$20
			100 days	=	\$2,000

Section 23: Holidays

Employees covered under this agreement will be entitled to the following holidays off with regular pay.

- Labor Day (providing school is in session)
- Thanksgiving
- Friday after Thanksgiving
- Good Friday
- Memorial Day

Section 24: Criminal History Check

The “School Safety” Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

Section 24: Temporary Vacancies

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

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APPENDIX C
TRANSPORTATION

Section 1: Rates for Runs:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Short run: (2 hrs retirement)	\$25.10	\$25.95	\$25.95	\$25.95
Med run: (2 hrs retirement)	\$28.35	\$29.15	\$29.15	\$29.15
Long run: (2 ½ hrs retirement)	\$30.95	\$31.70	\$31.70	\$31.70

Extra Runs:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Vo-ed*	\$11.00	\$11.00	\$11.00	\$11.00
Shuttle runs**	\$11.75	\$12.00	\$12.00	\$12.00
Extra trips	\$12.00	\$12.25	\$12.25	\$12.25

[All runs are based upon an hourly rate.]

[Retirement credit for extra trips and shuttle run is based upon time spent.]

***Three and one-half (3½) hours credit for the Vo-ed run for the life of this agreement unless extended by mutual agreement in written form. It is mutually agreed that if this run is combined with a long run, whereby the driver receives credit for eight and one-half (8 & ½) hours for “retirement credit” they will NOT be paid additional compensation over the eight (8) hours per day as assigned, including extra runs, unless further agreed in writing.**

****Inter-building transportation: classified as “shuttle runs”**

Over-time work will be permitted only when authorized by the Superintendent of Schools.

Section 2: Snow Days

For the first two (2) days when school is called off because of conditions not within the control of school authorities such as severe storms, fires, epidemics and health conditions, bus drivers shall not be required to work and be granted time off with pay on those days.

Additionally, should an employee wish to exercise the option of substituting one or both unused personal days to avoid a pay reduction for additional days not worked when school is called off, he/she may do so by submitting a personal day leave request form to the Transportation Director the next day worked.

Section 2: Holidays:

Employees covered under this agreement will be entitled to the following holidays off with regular pay.

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
New Years Day
Good Friday
Memorial Day

Section 3: Health Benefit:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
<u>Single Person</u>	100%	100%	100%	100%
<u>2 Person Coverage</u>				
Short run	55%	55%	55%	55%
Medium run	60%	60%	60%	60%
Long run	65%	65%	65%	65%
Vo-ed w/above run will pay	100%	100%	100%	100%
<u>Full Family:</u>	Purchased at employee's expense beyond benefit provided.			

For the contract year 2010-2011, the total dollar amount co-paid by the employee for the elected coverage shall remain the same as the amount deducted from wages in the 2009-2010 contract agreement.

Section 4: IN-Lieu of Health Benefit

Those drivers not electing health benefit shall receive the following cash stipend:

Short Run = \$1,800
Med Run = \$1,800
Long Run = \$1,800
Vo-Ed Drivers = \$2,000

Section 5: Dental

For the duration of this contract, the Board will provide benefits comparable to the SET-SEG dental plan coverage with orthodontic rider benefit level for the employee and his/her family at the percentage of Benefit Scale up to \$600.00.

Section 6: Vision

For the duration of this contract, the Board will provide benefits comparable to the "Plan 1" benefit level of SET-SEG Vision Plan for the employee up to a limit of \$200 and limited to increase of not more than 3% per year for each year of this contract. Vocational Run Drivers will receive benefits comparable to "Plan 2" but not to exceed \$300.

Section 7: Vehicle Maintenance

The board and the union will cooperate with the continuing objective of eliminating accidents and health hazards for the safety and health of its employees during employment hours. The Employer agrees:

1. To properly maintain and repair vehicles.
2. To clean the engine of vehicles at least once each school year.
3. Drivers shall complete appropriate repair request for vehicles.
4. Equipment (brooms, shovels, etc.) shall be properly secured on vehicles.
5. Drivers shall properly perform daily inspection and clean up of their vehicles.

Section 8: Driver Requirements

- A. Physicals: drivers must pass their required physicals and return their physical forms to the supervisor.
- B. Each driver must maintain a valid license and proper certification/endorsement(s).
- C. Drug and alcohol testing.
 1. In compliance with federal and state laws, drivers are expected to be called for drug and alcohol testing on a random basis. When selected for this test, drivers will be compensated for mileage drive, and if required to lose time from a scheduled run, they will be compensated as though they had made that run, but limited to regular run time or two (2) hour minimum call in time (whichever is greater).
 2. If a driver fails the test and is suspended from driving, the following events will occur:
 - a. The administration will conduct an investigation regarding the circumstances. If a driver is found to be under the influence of drugs or alcohol, the driver will be suspended without pay.

- b. The driver will be entitled to an immediate retest at the expense of the district. (This may either be at the test site or at a hospital, depending upon what the administration can work out).
 - c. At the discretion of the administration, alternative employment and/or rehabilitation may be permitted. If a driver is found to not be at fault, they will be compensated appropriately for lost time.
 - d. If drivers are taking a controlled substance that effects driving ability, under a doctor's care, they are required to report this to the district promptly. Ability to drive will be determined by the doctor and the district.
 - e. Testing will be done outside of run time, when appropriate.
- 3. Testing is at Employer's expense.

D. Pre-trip Inspection(s).

Drivers must complete a daily pre-trip inspection during the fifteen (15) minutes prior to their scheduled departure time. Inspection shall consist of the following:

- 1. Check oil and water.
- 2. Check all lights.
- 3. Check lug nuts.
- 4. Check windows and mirrors for cleanliness.
- 5. Check all instruments with engine running.
- 6. Check rear door buzzer.
- 7. Check fire extinguisher, flares and first aid kit.
- 8. A reasonable checklist provided by board in conjunction with all of these checks.

E. Clean up.

Drivers shall keep the inside of their bus and rear and front windows clean. Drivers shall sweep out the bus each day and after any extra trip. Clean up shall not include washing the exterior of the vehicles.

F. Fueling the bus

Each driver shall fuel his/her vehicle.

G. Reporting for work

Drivers are to report to work no less than fifteen (15) minutes prior to the beginning of their runs.

H. Smoking

Employees shall not smoke per state law.

I. Dress and personal hygiene

Drivers shall dress neatly and cleanly and maintain personal cleanliness including clean hands and hair.

Section 9: Transporting of Students

Pupil transportation vehicles shall be operated by unit members only with the following exceptions:

- A. In cases of emergency when no unit members are available to operate the buses.**
- B. In special cases, with school clubs or classes not funded by the board, where the ability to take the trip is based upon these clubs/classes ability to raise funds including honor society trips, Greenfield Village or any overnight trip.
 - 1. In such cases, the board and the union shall meet to determine reasonable compensation.**
 - 2. If reasonable compensation cannot be agreed upon, then the board may provide its own driver.**
 - 3. Actual duty hours shall be credited for payroll purpose.****
- C. The following trips shall continue to be paid at the regular extra trip rate: ski trips, Mackinaw Island, safety patrol and Shrine circus.**
- D. Local practice session for high school sports and high school golf competitions. This is allowed when a school bus is not required.**

Section 10: Extra Trips

- A. July 1st shall be the starting of rotation for extra trip assignments each year.**

- B. All drivers interested in taking extra trips will sign a paper at the beginning of each school year. Any driver who signs up at the beginning of the school year, but has not been actively taking trips, may begin at any time by being at the next regular extra-trip assignment meeting (held weekly). Drivers will sign an attendance sheet each week indicating that they have been present when extra trips were distributed.**

If the day and time of trip distribution has to change, the Transportation Supervisor will notify drivers as soon as possible. Day and time of trip distribution is subject to change in the following school years only upon joint agreement of the Supervisor and the drivers.

Any driver(s) occupied on school related business when trips are given out will NOT be penalized for missed trips, but will be allowed to sign any trip slips they are interested in taking prior to the distribution. These trips will be granted/assigned to the drivers as their name comes up in the rotation for said trips.

- C. Extra trips shall be offered to drivers on a rotation basis by seniority.**
- D. A driver electing not to drive an extra trip shall be skipped. The trip will then be offered to the next driver on the rotation. No make up trip assignment will be offered to the driver turning down the trip if the trip is later cancelled. No switching/swapping of extra trips is allowed without supervisor approval.**
- E. The Employer will provide at least three (3) days notice, whenever possible on extra trip runs.**
- F. If a driver is not present during the weekly distribution because he/she is on the job (a bus run), or is sick or utilizing personal time, said driver must make prior provisions for acceptance of any extra trips.**
- G. Drivers turning down trips offered with less than twenty-four (24) hours notice will not be counted as a turn down and rotation will not be lost.**
- H. Should more than one (1) extra trip be scheduled on a given date, the first driver on the rotation shall be given his/her choice of the extra trips available.**
- I. In the event a trip is cancelled and there is more than one (1) bus scheduled for the trip, the first trip offered is given first option for the cancellation.**
- J. In the event that a driver accepts an extra trip and that driver's rotation again comes for another trip on the same day and time as the originally**

accepted trip, the driver will be offered the next trip that becomes available on a different day and/or trip.

- K. In the event that no driver elects to take an extra trip and no substitute drivers are available, the employer may assign the trip to the driver with the least seniority provided the driver is given at least twenty-four (24) hours notice (except in case of emergency).
- L. If a driver reports to work for an extra trip and the trip has been cancelled without given the driver notice, the driver will be paid two (2) hours show-up time with no make-up trip.
- M. If a driver reports to work for an extra trip and the trip has been cancelled without giving the driver notice and a regular run is involved, the driver will drive and be paid the regular run.
- N. Under normal circumstances, all overnight trips will be posted five (5) days prior and awarded by seniority sign-up. Drivers whose trip requires them to stay overnight will be paid at a fixed rate.

Section 11: Shuttle Runs

- A. Mail runs may be added to shuttle run(s), based upon need by the district.
- B. Sick and personal days may be utilized for shuttle runs pro-rated at one-third (1/3) of a day.
- C. Shuttle runs will be assigned for the year on the same basis as any other run. In the event that no driver bids for this position, it shall be assigned to the low seniority driver. (Special considerations may be given for people with "second jobs" and other work situations.)
- D. Shuttle run drivers will find their own substitutes. (If no sub is found, a substitute driver will be assigned.)
- E. When a shuttle is used in conjunction with a regular run (should be done most of the time), it is understood that either a post- or pre-trip (a.m. run) or a post- and pre-trip inspection will be eliminated.

Section 12: Authorized Passengers

Drivers are to transport assigned students and authorized riders only. Unauthorized riders are not permitted.

Section 13: Confidential Information

- A. Due to the nature of the job, it is common for drivers to have access to confidential information. it is crucial that any information be maintained as confidential and that this information not be released/disclosed to any other person. Drivers are reminded that release of confidential information could cause a lawsuit to be brought against them by offended people.
- B. Also, by the nature of the job, drivers have access to much information about the district, personnel, and students. it is important that we treat all of this information in a professional manner and not bring discredit to any person or the district. Our personal behavior makes a difference in how we and the district are perceived by citizens.

Section 14: Bus Inspection/Clean-up Pay

Driver shall be compensated for one-half (½) hour for inspection/fueling and clean-up of the vehicle for each extra run at the extra trip rate.

Section 15: Breakdown Pay

In the event that a vehicle breaks down while on a run, the driver shall be compensated for time lost beyond thirty (30) minutes at the rate for that run per hour. Time lost shall be calculated as all time between the assistance call and continuance of the run.

Section 16: Required Meetings/Classes

- A. The Employer agrees to pay the employees who attend meetings and/or classes required in the performance of his/her duties, which are held prior to the beginning of the school year, on weekends, or after p.m. runs. The employee will be paid only for the time actually spent in the meeting or class beyond two (2) meetings not exceeding four (4) accumulated hours at the extra trip rate.
- B. The Transportation Director may schedule one (1) staff meeting per month held twenty (20) minutes prior to the commencement of p.m. runs. These meetings shall not be included in the four (4) accumulated hours addressed in A (above).

Section 17: Extra Trips

Driver shall be compensated for one-half (½) hour excluding bus inspection/clean-up pay, for each extra trip, which is more than one and one-half (1½) hours.

Section 18: Reimbursements

A. Meal Reimbursements

1. Meals shall be reimbursed up to the following rates without receipt with additional amounts considered for approval by the Superintendent of Schools.

Breakfast	\$7.00
Lunch	\$8.00
Dinner	\$11.00

****Drivers are allotted 30 minutes for meal breaks**

2. Compensation for above meals shall follow these time lines:

All meals: If group stops or overnight trip.
Breakfast: Reporting at 6:00 a.m. or before.
Lunch: For a four (4) hour trip between 9:00 a.m. and 2:30 p.m.
Dinner: Leaves at 6:15 p.m. or before
Will not be paid when trip returns at 6:45 p.m. or before.

3. Employees whose trip requires them to stay overnight will be entitled to a stipend of \$140 per day; provided the trip leaves before 11:00 am on the first day and returns after 5:00 pm on the return day.

B. Physicals

Employees shall submit to a physical examination as the State of Michigan requires. The Employer shall reimburse the employee for the full amount of the physical up to a maximum of sixty dollars (\$60.00), unless this is covered by the health benefit.

C. Licenses/Certification

Each employee who is required to have a license or certification to perform the duties of his/her position shall be reimbursed for those additional costs beyond their regular operators license.

Board pays full costs of State mandated road test and all re-tests if mechanical failure and one (1) retest for personal failure.

D. Outer Wear Apparel/Garments

- 1. The Employer shall provide an outer wear apparel/garment (winter jacket, spring jacket, vest, sweater, etc.) for each employee every even numbered year. The style selected shall be mutually determined between the District and the Union. In the event a decision cannot be agreed to regarding an apparel/garment selection, the District shall make the final decision.**
- 2. The full cost of the apparel/garment shall be paid by the employer up to \$65.**
- 3. The outer wear apparel/garment is to be worn while on duty only, with reasonable allowances permitted.**
- 4. The employee will clean their apparel/garments as needed.**

Section 19: Sick/Personal Leave

- A. Upon initial employment and thereafter, full-time regular employees shall be granted ten (10) sick days and two (2) personal days (Pro-rated during the first year of employment). Unused sick days shall accrue to a maximum of one hundred twenty (120) days.**
- B. If no sick days are used for the school year, the driver will receive a one hundred dollar (\$100.00) attendance bonus. If one (1) sick day is used for the school year, the driver will receive a fifty dollar (\$50.00) attendance bonus. (The first 3 days of funeral leave do not count against the attendance bonus.)**

Section 20: Severance

At the conclusion of not less than five (5) years of employment in the district, severance pay for accumulated unused sick time up to 100 days for transportation employees, in good standing upon severance, will be granted according to the following schedule:

0 to 5 years	= \$10.00 per day
6 to 10 years	= \$13.00 per day
11 to 15 years	= \$16.00 per day
16 plus years	= \$20.00 per day

Section 21: Longevity

The employees covered by this Agreement shall be paid longevity according to their date of hire within the Lake City Area Schools system. The cut-off date for determining longevity will be December 1st with payment made on the first pay day in December. Longevity is to be based as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
10	\$400
15	\$600
20	\$800

Section 22: Payroll Deductions

All authorization for payroll deduction will be in writing and shall be available for:

1. Union dues
2. Credit union
3. Tax deferred annuities
4. Any other mutually agreed upon times

Section 23: Pay Periods

Shall be every other Friday (twenty-one (21) pay periods per year).

Section 24: Regular/Vo-ed Substituting

Any regular driver subbing for a regular or vo-ed run shall be paid at the regular trip rate for each run.

Section 25: Vacancy:

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leave, or promotion shall be filled by the applicant possessing the most seniority in the unit. When seniority between applicants is found to be equal, other qualifications shall be considered (i.e. training, applicable [or related] work experience, past performance of the applicant [where applicable]).
- B. Whenever any vacancy within the bargaining unit occurs, the Board agrees to provide for posting the position and to give written notice of the vacancy to the Union. No Vacancy shall be filled until it has been posted for at least five (5) duty days.
- C. Any non-probationary employee filling a vacancy shall be granted five (5) duty days in which he/she may return to his/her former position.

Section 26: Temporary Vacancies

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

Section 27: Return From Unpaid Leave

The district has the discretion to retest and/or retrain drivers prior to their return to work.

Section 28: Pay Docks/Unpaid Leave

- A. Employees shall be granted three (3) unpaid leave days per year and two (2) days per year may be granted for additional unpaid leave days each year (to a maximum of 5). These will not be used during the first and last weeks of the school year. (See Section C below where by benefits will be charged to the employee.)
- B. Employees shall request such leave in writing to the employer at least two (2) working days in advance, except in cases of emergency.
- C. Driver may use 1 (one) pay dock/unpaid leave day every 2 (two) months without the loss of any benefits. Under any other circumstances, the employee will be charged for the cost of benefits based upon a per diem basis for each day.

Section 29: Rosters & Maps

Drivers will receive two (2) hours pay for the beginning of the school year. If there are any major changes to rosters and/or maps, then affected drivers will be paid for up to two (2) additional hours. (This is limited to not more than two (2) times per year.)

Section 30: Criminal History Check

The "School Safety" Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

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APPENDIX D

SECRETARIES & RECEPTIONISTS

Section 1: Assignments and Duties

- A. **Probation:** All new hires shall be considered probationary Employees for the first one (1) year of continuous permanent employment and the probationary period may, in the judgment of the Administrator, be extended an additional year. During this period every effort will be made to assist new Employees in making a satisfactory adjustment and they will be provided the guidance and the means necessary to progress. Progress will be continually evaluated by appropriate supervisory/administrative staff.
- B. **Dress:** Special attention will be given to conduct, appropriate dress suited to an office situation, attitude, and general character traits of an Employee.
- C. **Duty Hours:** An eight (8) hour day, forty (40) hour week is basic for school offices. Duty hours are generally from 8:00 a.m. to 4:30 p.m. with one (1) unpaid half hour for lunch, Monday through Friday or such other schedule as determined by the Superintendent.

The work hours above may be modified or changed as deemed necessary by the Superintendent.

Necessary civic duty or religious duty (not including recreation) may be performed by having a shift altered or rescheduled if such change has received advanced approval of the Employee's supervisor and if such alteration/rescheduling is not disruptive of school operations.

- D. **Rest Periods:** Employees may take two (2) rest periods of not more than fifteen (15) minutes each for each eight (8) hour day of work. Rest periods are to be taken at a time scheduled by the Employee's supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period and may not be used to cover an Employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.
- E. **Workers Compensation:** If injured in the course of employment at the school, Employees must notify their supervisor immediately. The supervisor will have the forms for reporting such accidents and will forward the completed forms to the business office. If an Employee is unable to work due to an injury arising out of and in the course of the Employee's employment at Lake City Area Schools, the Employee may be eligible for Worker's Compensation benefits.

Section 2: Calendars & Holidays

A. **Calendar:** During this contract, the parties agree that the Employees will work 198 days per school year and in addition, receive regular pay for five (5) holidays. If the calendar exceeds 198 days, additional days will be paid at the per hourly rate.

The parties agree to meet in a subcommittee to determine the actual days of work. If the Union and the District are unable to reach an agreement, the District will impose a calendar.

The Union and District agree that further discussion may be warranted for the school year as it relates to the impact of pending legislation regarding a common ISD calendar.

B. **Holidays:** The Employees covered under this agreement will receive the following holidays off with regular pay:

- Labor Day
- Thanksgiving
- Friday following Thanksgiving
- New Years Day
- Memorial Day

Section 3: Compensation

A. The wages of Employees covered by this Agreement are as set forth below:

Receptionist

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Step 1	\$10.45	\$10.61	\$10.77	\$10.77
Step 2	\$11.41	\$11.58	\$11.75	\$11.75
Step 3	\$12.05	\$12.23	\$12.41	\$12.41
Step 4	\$13.36	\$13.56	\$13.76	\$13.76
Step 5	\$14.63	\$14.85	\$15.07	\$15.07
Step 10	\$14.89	\$15.11	\$15.34	\$15.34
Step 15	\$15.01	\$15.24	\$15.47	\$15.47
Step 20	\$15.13	\$15.36	\$15.59	\$15.59

Secretary

	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>	<u>10-11</u>
Step 1	\$10.88	\$11.04	\$11.21	\$11.21
Step 2	\$11.85	\$12.03	\$12.21	\$12.21
Step 3	\$12.83	\$13.02	\$13.22	\$13.22
Step 4	\$13.80	\$14.01	\$14.22	\$14.22
Step 5	\$15.07	\$15.30	\$15.53	\$15.53
Step 10	\$15.32	\$15.55	\$15.78	\$15.78
Step 15	\$15.44	\$15.67	\$15.91	\$15.91
Step 20	\$15.56	\$15.79	\$16.04	\$16.04

B. Pay periods shall be every other Friday.

Section 4: Severance

Severance pay for unused sick time will be granted by the Board of Education on the base pay at the time of retirement from the School District according to the following schedule: 25% after five (5) years of service, 50% after ten (10) years service, with \$2,500.00 maximum.

Section 5: Health Benefit:

A. Provided with shared costs according to the following schedule for the contract year 2010-2011, the total dollar amount co-paid by the employee for the elected coverage shall remain the same as the amount deducted from wages in the 2009-2010 school year:

TWO (2) PERSON COVERAGE	92%
FULL FAMILY COVERAGE	80%

B. In-Lieu of Health Benefit:

Upon appropriate written application, the Board shall provide twenty-five hundred dollars (\$2,500.00) for any Employee who elects not to apply for the regular health plan provided by the school.

Section 6: Dental

The Board shall provide full-time employees dental benefits comparable to the SET-SEG Ultra-dent (50-50-50 W/10% annual incentive) dental coverage up to \$900 for the employee and his/her family.

Section 7: Vision

Upon appropriate written application, the Board shall provide full-time employees with benefits comparable to the MASB Set Plan II with \$100.00 frames with a six percent (6%) cap per year (non-accumulative).

Section 8: Longevity

The employees covered by this Agreement shall be paid longevity according to their date of hire within the bargaining unit. New hires/transfers start at Step 1 of the pay scale.

Section 9: Seniority

Seniority is defined as length of service in the bargaining unit.

Section 10: Recall

Employees who are laid-off shall have recall rights to a position comparable to that position laid-off from for two years.

Section 11: Snow Days

Due to inclement weather causing school closure, whereby school is closed for the day, all Employees will be paid for the first two (2) snow days. Any additional days (not worked) of closure due to inclement weather will be deducted from their paid schools days referred to above. Secretaries may request additional hours to accomplish duties which must be completed prior to the close of the school year (e.g. CA 60s, grades, etc.). The Superintendent reserves the sole right to grant such requests.

Additionally, should an employee wish to exercise the option of substituting one or both personal days to avoid a pay reduction for additional days not worked when school is called off, he/she may do so by submitting a personal day leave request form to the building Principal the next day worked.

Section 12: Sick Days

Upon initial employment and each year thereafter, full-time employees shall be granted ten (10) sick days and two (2) personal days (Pro-rated during first year of employment). Unused sick days shall accrue to a maximum of one-hundred twenty (120) days.

Section 13: Professional Development

The District and Union recognize that the need for the employee to stay current with information and technology is a benefit to both the employee and the school district to ensure efficient and effective operations. To that extent, the district, with Union input, will provide training and learning opportunities as appropriate and affordable.