

AGREEMENT

**Between
The NICE Community School District
Board of Education**

**And
The NICE Community Schools Employees'
Chapter Local No. 2565**

**Affiliated with Michigan Council No. 25
AFSCME, AFL-CIO**

**Effective: 07/18/2011
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AGREEMENT

This Agreement entered into as of the 1st day of September, 1993, between the NICE COMMUNITY SCHOOL BOARD (herein referred to as the "EMPLOYER") and the NICE COMMUNITY SCHOOL EMPLOYEES' CHAPTER OF LOCAL #2565, Affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

ARTICLE 1 - RECOGNITION - Employees Covered

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

All full-time and part-time non-certified employees, excluding confidential secretaries, all certified employees and supervisors, as defined by the Michigan Employment Relations Commission.

- B. "Employee" or regular full-time employee" as used in this Agreement means any employee regularly scheduled to work thirty (30) or more hours per week on a full calendar year basis, or on a full school year basis, who have completed their probationary period as herein defined, or who have remained employed in excess of the temporary period herein defined. Such employees shall be entitled to all benefits under this Agreement for which they are otherwise eligible, including fringe benefits as summarized in Appendix C.
- C. "Regular part-time employees" are those regularly scheduled less than thirty (30) hours per week, but scheduled on a full calendar year of full school year basis, who would otherwise qualify as "employees" pursuant to the definition provided in Section B of this Article. Regular part-time employees are entitled to all non-economic benefits of this Agreement, and in addition are entitled to the wages, cost-of-living, overtime and shift differential for which they would otherwise be eligible under this Agreement, and for fringe benefits as set forth in Appendix C. Notwithstanding the above, teachers' aides will be eligible for fringe benefits as set forth in Appendix C.
- D. The term "probationary employee" as used in this Agreement means any regular full-time or regular part-time employee who has not yet completed their probationary period as provided in the Seniority Article. Probationary employees shall be paid in accordance with the classification rates set forth in Appendix A (post 1994). Probationary employees shall also be paid the overtime and shift differential for which they would otherwise be eligible but shall be entitled to no other benefits under this Agreement. Probationary employees may be laid off or discharged as exclusively determined by the Employer, with or without cause, provided this provision shall not be used for the purpose of discrimination because of Union activity. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein.
- E. The term "substitute employee" as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period which period shall not exceed forty (40) consecutive working days for that position. This period may be extended in individual cases by mutual agreement between the Employer and the Union. Substitute employees may be laid off or discharged as exclusively determined by the Employer, with or without cause, provided this provision shall not be used for purpose of discrimination because of Union activity. Substitute employees shall be paid at a base wage, ten percent (10%) below the normal classification rates set forth in Appendix A (including cost-of-living) and in addition are entitled to shift differential for which they would otherwise be eligible. Other than as provided in this Section, substitute

employees shall be entitled to no rights under this Agreement. In the event such employees are continued beyond the forty (40) working day period, without an extension granted by the Union, they shall be credited with full continuous service from the beginning of their original hire with the Employer and shall be entitled to all benefits under this Agreement for which they are otherwise eligible. The Union will be notified of the hiring of substitute employees expected to be employed for more than ten (10) working days, and of their expected period of hire, and may confer with the Employer concerning such employment. Such notification will be in advance of hiring where reasonably possible. Substitute employees shall not be used to circumvent Article XIX Temporary Assignments and/or Article XX Job Posting and Bidding Procedures.

- F. The term "temporary employee" as used in this Agreement means an employee who is scheduled to work a specific assignment, for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition previously agreed to by the Union and the Employer. The employer agrees that during summer breaks, temporary positions filled by non-bargaining unit employees will be posted.
- G. Regular employees scheduled to work on a school year basis who work in a temporary position in the summer months shall be paid the normal rate for the classification in which they are working, including cost-of-living, overtime and shift differential for which they would otherwise be eligible. For employees who carry health insurance during the school year, and work in a temporary position during the summer, the Board shall pay 55% of the health insurance premium if employee continues their coverage. This temporary position must last more than twenty-five (25) working days or 150 hours. Employees shall be entitled to no other benefits pursuant to this Agreement.
- H. When new employees are hired, the Employer shall notify both the Union and the employee, in writing, whether the employee is a "substitute employee".

ARTICLE 2 - MANAGEMENT'S RIGHTS

The Employer retains all rights, powers and authority vested in it by the laws and Constitutions of Michigan and the United States. Except to the extent specifically limited by the express terms of this Agreement: Policies of the Board of Education on behalf of the Employer as stated in Board policies, minutes, or in any other manner, and any additions thereto, subtractions there from or revisions thereof, may be made by the Board from time to time. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the Employer which shall be exercised exclusively by the Employer shall include by way of illustration and not by way of limitation the right:

- 1. To manage and control the School's business, equipment and operations, to direct the affairs of the Employer, and to determine all matters concerning management of the Employer, its financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 2. To direct the working forces, including the right to hire, promote, demote, assign, transfer, discipline, suspend and discharge employees, to determine the size of the work force and to lay off and recall employees, to determine the number of shifts and hours of work, including starting times and scheduling, to adopt, amend and repeal reasonable rules and regulations, to determine the qualifications, skill and physical ability of employees, including adoption of policies affecting selection, testing or training of employees.
 - a. Employees seeking a position in a different job classification will be subject to a qualifications test administered by an objective third party. If more than one bargaining unit employee passes the test, seniority will prevail. If all employees applying within the bargaining unit fail the test, the Employer can test and employ successful applicants from outside the bargaining unit.
 - b. Employees posting for such positions will be allowed to do so at the Employer's expense. In the event the employee fails the test, they may attempt to pass the test to qualify for future

vacancies. No employee will be allowed to take the test more than three times per classification applied for. Employees may not take the test more than once per calendar year, and the Employer will only offer testing when a position is vacant.

- c. The Employer and the Union will meet, with the Union Staff Representative present, to discuss and agree to the third party test administrator and the subject matter contained in the test prior to the test being administered to any applicants. The parties further agree that the minimum passing score will not exceed 77% without agreement between the parties.
 - d. This testing procedure will be established upon ratification of this agreement. The following positions will be subject to testing: Maintenance person, Building secretary, Mechanics, Teacher aides.
3. To determine the services, supplies and equipment necessary for operations, the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, and the institution of new and/or improved methods, to determine the location or relocation of facilities, including establishment, relocation or closing of divisions, departments, offices, schools, buildings or other facilities, and to determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

ARTICLE 3 - UNION SECURITY - AGENCY SHOP

- A. Employees covered by this Agreement (including regular and probationary) must, commencing after sixty (60) calendar days of employment, and as a condition of continued employment, continue membership in the Union, become members of the Union, or pay a service fee to the Union, hereinafter referred to as the "Union Representation Fee", equal to the amount of dues uniformly required of members of the Union.
- B. For purposes of this Article, an employee shall be deemed to be a member of the Union, or to be paying the required Union Representation Fee, unless and until a duly authorized officer of the Council, or the Local Union, shall notify the Employer in writing, that the employee is neither a member of the Union nor is paying the required Union Representation Fee.
- C. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other forms of liability, including but not limited to, legal, court, administrative or other fees or expenses, actual reasonable attorneys' fees, and any requirement for back pay to an employee, that may arise out of or by reason of any action taken or not taken by the Employer for the purposes of complying with the provisions of Articles 3 through 7 of this Agreement, or in reliance on any authorization cards, lists or notices which may have been furnished to the Employer under any of such provisions, or in any way connected with Union security and dues/representation fee deduction.

ARTICLE 4 - DUES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Article 6), provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union or the

Secretary-Treasurer of Council #25, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.

ARTICLE 5 - REPRESENTATION FEE CHECK-OFF

A. The Employer agrees to deduct the Union Representation Fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in Article 3 of this Agreement, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Article 6) provided such authorization form shall have been executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this Contract. The termination notice must be given both to the Employer and to the Union.

B. The Employer agrees to provide this service without charge to the Union.

ARTICLE 6 - AUTHORIZATION FORM

A. To: _____ (Employer)

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the Union as monthly dues, or....

() An amount equivalent to the amount of dues uniformly required of members of the Union, which is established as the Union Representation Fee.

The amount deducted shall be paid to the designated financial officer of Michigan Council #25 AFSCME, AFL-CIO.

By: _____

_____	_____	_____
Print Last Name		First Name
_____	_____	_____
Address	Zip Code	Telephone #
_____	_____	_____
Department		Classification
_____	_____	_____
Signature		Date

B. It is recognized that the language on the pre-printed authorization form for deduction of Union dues, or the service fee, may be different from the language set forth above. The language of the Union's pre-printed form shall be construed to mean the same as the language contained in this collective bargaining agreement.

ARTICLE 7 - REMITTANCE OF DUES AND FEES

A. Check-off deductions under all properly executed Authorizations for Check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to such address and to such financial officer of Michigan Council #25, AFSCME, AFL-CIO, as shall be designated in writing by the employees from whom deductions have been made no later than the fifteenth (15th) calendar day of the month following the month in which they were deducted.

- C. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 8 - UNION REPRESENTATION

A. Stewards, Alternate Stewards and Chapter Chairperson

1. The employees covered by this Agreement will be represented by three (3) stewards and three (3) alternate stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following buildings:
 - i. Westwood High School
 - ii. Aspen Ridge School
 - iii. Westwood Bus Garage
2. The Employer will be notified of the names of the officers, stewards and alternates.
3. The Chapter Chairperson and stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, providing they are excused by their building principal and/or immediate supervisor.

- B. Union Bargaining Committee: Employees covered by this Agreement will be represented in negotiations by six (6) negotiating committee members and two (2) alternates.

ARTICLE 9 - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between management and normally not more than two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours mutually agreed upon. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
- B. The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 10 - GRIEVANCE PROCEDURE

- A. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the means for the peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without interruption in the normal operations of the District. Employees are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee (or the Union if there are no identifiable aggrieved employees to bring the grievance on their own behalf) as is reasonably possible without interruption of normal operations, but in any event the grievance, in order to become the basis for a claim, must be presented within

ten (10) working days after the employee (or Union) knew or should have known if they exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) working days from the date of such occurrence or non-occurrence.

1. Step 1. Except as otherwise specifically provided, the grievance shall first be presented to the employee's principal or immediate supervisor. Step 1 grievances may be discussed with the employee's principal or immediate supervisor during working hours by the aggrieved employee. The aggrieved employee may request a Step 1 meeting with the principal or immediate supervisor at which meeting the employee's steward may be in attendance. Such meeting shall be held at a mutually satisfactory time and place within forty-eight (48) hours following the employee's initial discussion with the principal or immediate supervisor. If the complaint is not resolved in such discussion, or at this meeting, it may be presented in writing and appealed to Step 2 of the grievance procedure.
2. Step 2. Grievances not adjusted by the principal or immediate supervisor shall be reduced to writing on forms provided by the Employer and shall be dated and signed by the employee involved. The written grievance shall, within the first ten (10) working days after answer in Step 1 above, be presented by the employee and/or the employee's steward to the Superintendent for the Superintendent's written signed disposition. If such presentation is made by the steward, the steward shall countersign the grievance. The Superintendent shall provide written signed disposition within ten (10) working days after such written grievance is presented.
3. Step 3. If no satisfactory settlement is obtained in Step 2, the written grievance shall, within the first ten (10) working days after answer at Step 2 above, be presented by the employee and/or the Chapter Chairperson to the Superintendent, or designate, for forwarding to the Board of Education, or their designate. If such presentation is made by the Chapter Chairperson, they shall countersign the grievance. The Board, or their designate, shall meet with the council staff representative, employee and/or Chapter Chairperson concerning such grievance. The Employer's written signed disposition shall be given within twenty (20) working days following submission of the grievance at Step 3.
4. Step 4.
 - a. If the grievance remains unsettled, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to the Council Staff Representative.
 - b. In the event the Council wishes to carry the matter further, it shall, within thirty (30) calendar days after answer to Step 3, file a demand for arbitration in accordance with the Federal Mediation and Conciliation Services and Procedures.
 - c. The arbitrator may be appointed by mutual agreement of the parties provided if the parties hereto are unable to agree upon such arbitrator then the matter shall be referred to the American Arbitration Association. Selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Services and Procedures.
 - i. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement.
 - ii. The arbitrator shall have no authority to consider or adjust any grievance not presented, within the time limits provided, and shall have no authority to consider or adjust any grievance not presented, within the time limits provided, and shall have no authority to substitute his/her judgment for that

of the Board as to the reasonableness of any practice, policy, rule, or other action taken by the Board, provided such practice, policy, rule or action is not contrary to the specific express terms of this Agreement.

- iii. If it is determined by the arbitrator that an employee has been disciplined for just cause, other than discharge or suspension for more than three (3) working days, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer.
 - iv. If the Union and the Employer mutually agree on the individuals to be laid off, recalled, transferred or assigned, or if the Union fails to name the individuals it feels should be laid off, recalled, transferred or assigned once the Employer has indicated the positions, the number of employees, and the individuals to be affected, the Employer will not be liable for any retroactive pay to the employee who should not have been laid off, should have been recalled, or should otherwise have been transferred or assigned, with respect to any period prior to the beginning of the workweek after agreement by the Employer of such a decision by the arbitrator. If the Union names individuals in accordance with the classifications and numbers required by the Employer, but the Employer elects to lay off, recall, transfer or assign employees other than those suggested, the arbitrator may award back pay to any such employees found to have been improperly laid off, recalled, transferred or assigned pursuant to the terms of this Agreement.
 - v. The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay awards shall provide offset for any other earnings by the employee during such period from any source, including unemployment.
 - vi. The decision of the arbitrator shall be final and binding subject to the limitations herein specified.
 - vii. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- B. Unless longer periods have been agreed upon in writing, any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's last demand, and any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.
- C. Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, including the specific facts upon which the employee relies, and the relief sought, and shall specify the numbers of the Articles and Sections of this Agreement under which the claimant believes they are entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the Employer without action.
- D. Employees who do not work during the summer months shall not be allowed to carry a grievance over the summer months because of the term "working days" unless said employee was unaware of being grieved.
- E. As used throughout this Agreement, unless otherwise specified, "calendar" days shall mean Monday through Sunday, and "working days" shall mean Monday through Friday, excluding the holidays listed in the Holidays Article of this Agreement.

ARTICLE 11 - DISCIPLINARY PROCEDURES

A. The School District, acting through any supervisor, may discipline an employee for just and proper cause. Disciplinary action may consist of an oral reprimand, written reprimand, suspension, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, and the employee's record will be considered. Disciplinary action, other than suspension or discharge, will be taken within five (5) working days after the Employer's awareness of (or the time the Employer should have been aware of) the events upon which such discipline is based.

B. Suspension and Discharge procedure.

Upon discharge or suspension of employees, the Employer agrees to promptly notify the affected employees and their stewards. Such notice shall be in writing and shall contain the specific reasons for the discharge or suspension. Discharged or suspended employees will be allowed to discuss their discharge or suspension with their steward and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. The employee will be informed of their right to have a steward present. Absent compelling reasons to be the contrary, suspension will commence with the beginning of the employee's next working day following final decision, and written notification, by the Employer.

C. Appeal of Reprimand, Suspension or Discharge.

Should the reprimanded, suspended, or discharged employee and the steward consider the action taken by the Employer to be improper, it shall be submitted to Step 2 of the Grievance Procedure within ten (10) working days following written notification by the Employer of such disciplinary action.

D. Use of Past Record.

1. In imposing any discipline or discharge on a current charge, the Employer will not take into account prior infractions resulting in verbal or written reprimand which have occurred more than two (2) years previously. Similarly, the Employer will not take into account prior infractions resulting in more severe discipline which occurred more than three (3) years previously.
2. No records concerning discipline or discharge (other than records exempted from inclusion in the Employee's personnel record pursuant to Section 1 of the Bullard-Plawecki Employee Right to Know Act, MCLA 423.501, as amended) will be entered into an employee's personnel file later than forty-five (45) calendar days after an alleged incident. Such file shall be maintained in the Superintendent's office. All oral reprimands, written reprimands, suspensions and records of discharge shall be documented with a copy to the affected employee.
3. Documentation of oral reprimands shall be limited to date and time, brief reference to the subject matter and names of persons present at the discussion. Written documentation to be introduced at arbitration proceedings shall be limited to documents compiled in compliance with the terms of this Section (D, 1 and 2.)

ARTICLE 12 - SENIORITY

A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) shifts actually worked. Such period may be extended by mutual agreement of the Employer and the Union. When employees finish the probationary period they shall be entered on the seniority list of the unit and shall rank for seniority from their most recent date of hire. In the case of employees with equal seniority, seniority ranking shall be determined by flipping a coin in the presence of the affected employees and representatives of the Employer and the Union at the end of the probationary period. There shall be no seniority among probationary employees.

- B. District seniority shall be based on the employee's continuous service within the District. Classification seniority shall be based on the employee's continuous service within the respective classification.
- C. Whenever a person is hired as a substitute and that person is then hired as a regular employee into the same job classification, up to thirty (30) consecutive shifts actually worked as a substitute will be credited towards the employee's probationary period. A layoff of ten (10) working days or less shall not be considered a break in employment.
- D. Seniority earned by an employee serving in a part-time position shall not be applicable to eligibility for fringe benefits if such an employee becomes a full-time employee. Similarly, seniority earned by a full-time employee shall not be applicable to eligibility for fringe benefits if such an employee becomes a part-time employee.

ARTICLE 13 - SENIORITY LISTS

- A. Seniority lists will show the names and job titles of all employees in the bargaining unit entitled to seniority, and will indicate the employee's district and classification seniority.
- B. Copies of seniority lists for all bargaining unit employees will be posted in the respective buildings. Revisions of the seniority lists will be posted as made. A copy of the seniority lists and subsequent revisions, will be provided to the Union. Within fifteen (15) working days of such posting, each employee shall either sign the seniority lists next to their name, in the place provided, or shall file a written, signed objection to the revision with the Superintendent. The Union may also object to such revisions, in writing, within fifteen (15) working days of such posting. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the Employer may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of future revisions of such lists. Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the Grievance Procedure.

ARTICLE 14 - LOSS OF SENIORITY

Employees shall lose their seniority and their employment may be terminated in any of the following events:

1. If they retire.
2. If they quit.
3. If they are discharged and the discharge is not reversed through the procedures set forth in this Agreement.
4. If an employee is absent for two full consecutive shifts that the employee was scheduled to work without notifying the Employer
5. If they are laid off for more than two (2) years.
6. If they fail to indicate their desire, by registered or certified mail, to be continued on the records of the Employer as available for immediate recall to work within seven (7) calendar days after receipt by the employee of written notice from the Employer, by registered or certified mail, addressed to the employee's last address on record with the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason.
7. If they do not return to work when scheduled upon recall from layoff as set forth in the recall procedure.
8. If they do not return as scheduled from sick leave or other leave of absence, including any extensions thereof which may have been granted by the Board.
9. Notwithstanding the above, exceptions may be made, in the Employer's discretion, in appropriate circumstances.

ARTICLE 15 - SHIFT PREFERENCE

The Employer will upon written request make shift assignments on seniority, within the employee's classifications, as vacancies occur.

ARTICLE 16 - LAYOFF AND RECALL

A. The word "layoff" means a reduction in the work force due to a decrease of work, lack of funds or other legitimate reasons. A reduction in total weekly hours of 10% or more is considered a layoff, and the employee shall have bumping rights under this article. Employees who receive benefits prior to a reduction in hours, shall have the same bumping rights if the reduction in hours causes them to change benefit groups in Appendix C.

B.

1. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least fourteen (14) calendar days prior to the effective date of layoff, except in the case of emergency, in which case they shall meet as far in advance as may be reasonable in the circumstances, but in no event to delay the effective date of layoff. At such meeting, the District shall submit a list of the number of employees scheduled for layoff, reasons for layoff, their names, seniority, job titles and work locations. Said notification and meeting shall be prior to notifying the employees involved.
2. When a layoff takes place within any classification, the following procedure will be followed so long as in the Employer's opinion the remaining employees have the necessary qualifications and ability to perform all work required: Probationary employees will be laid off first. District seniority will thereafter determine the order in which employees will be laid off. An employee who would otherwise be laid off may, within three (3) working days of notification of layoff (as provided below) elect to bump any less senior employee in any classification for which, in the employer's opinion, they are qualified and have the ability to perform all the work required during the trial period as outlined in Section D below.

The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, and such bumped employee shall receive the wages for the classification into which they bump.

3. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff except in the case of emergency, in which event such advance notice as may be reasonable in the circumstances shall be given, but in no event to delay the effective date of layoff.

C.

1. When a recall takes place within any classification the following procedure will be followed so long as in the Employer's opinion the employees have the necessary qualifications and ability to perform all work required. Employees will be recalled into the classification from which laid off, district seniority determining the order of recall. If there are laid off employees in equal or higher classifications with greater seniority than those being recalled, notice of the intended recall shall also be sent to such employees. Such employees who would not otherwise be recalled, may, within three (3) calendar days after receipt (provided receipt is not later than return by the Postal Service as provided below) notify the District (confirmed in writing) that they elect recall in another classification than that from which they were laid off and will report for work on the date specified. The Employer will thereupon attempt to notify the employee who would otherwise have been recalled as quickly as reasonably possible that a more senior employee has elected to be recalled into their position, but in any event it shall be as if notification of recall for such other employee had never been made, and such recall shall be deemed void from the very beginning. (Employees shall receive the wages for classification into which they elect recall.)

2. Notice of recall shall be sent to the employee, addressed to their last address on record with the District, by certified mail. If the employee fails to notify the District (confirmed in writing) that they will report for work on the date specified, within seven (7) calendar days after receipt by the employee of written notice from the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason, the employee shall be considered a quit, and all seniority shall be terminated. In proper cases, exceptions may be made. During such period, the Board may fill such vacancy as it sees fit until such time as the employee is available.
- D. Employees electing to bump or recall into a different classification shall be granted a thirty (30) working day trial period to determine the employee's desire and/or their ability to perform the work required. If, at any time during the first thirty (30) days actually worked on the new job after the employee has been awarded the job, the employee notifies the District that they are unable to perform the work, and reasons therefore, or the District notifies the employee that it does not feel the employee is satisfactory in the new position, and the reasons therefore, the employee shall be moved to another position that they desire and that their seniority and qualifications would grant them. If the employee feels they were unjustly removed from the position a grievance may be filed in accordance with paragraph E below.
 - E. Grievances concerning this layoff and recall article shall be submitted in writing, directly to Step 2 of the Grievance Procedure within five (5) working days following notification by the District of its intention to take specific action.

ARTICLE 17 - TRANSFERS

- A. Transfer of Employees
 1. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred.
 2. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. If, however, an employee continued in the non-bargaining position past the six month limit, all seniority earned prior to the acceptance of the position shall be frozen in the event said employee returns to the bargaining unit at a later date.
- B. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority and classifications.
- C. Teacher Aides who wish to exchange assignments for a period of not less than one school year may submit a written request to the Superintendent not later than April 15 of the school year preceding the exchange.

ARTICLE 18 - TEMPORARY ASSIGNMENTS

- A. Temporary assignments for the purpose of filling vacancies of less than thirty (30) working days may be made at the discretion of the Employer.

Whenever possible, bargaining unit people will be used as long as it doesn't result in scheduled overtime.

Temporary assignments for the purpose of filling vacancies (excluding vacations) of employees known by the Employer to be in excess of thirty (30) working days shall be posted and granted to employees based on the same factors utilized in the Job Posting and Bidding Procedure Article with the exception that the persons transferring to the temporary vacancy must be increasing their hours or their classification (rate of pay).

- B. Assigned employees will receive the rate of pay of the position to which assigned for all hours worked while filling such vacancy if such assignment was due to the posting or request of the employee. An employee will receive the higher rate of pay of such position to which assigned if such assignment is at the request or direction of the District.

Employees assigned to full time, temporary positions known to be in excess of sixty (60) working days in length will be eligible to make application for health, dental and optical insurance at 55% paid by the Board. Coverage shall take effect on the first day of the month following the date of application.

- C. Employees assigned during the shift to an occupation having a lower rate of pay shall be paid for all hours worked in that shift at their normal classification rate; employees assigned during the shift to an occupation having a higher rate of pay shall receive such rate of pay for all hours worked at such occupation in excess of one (1) hour.

ARTICLE 19 - JOB POSTINGS AND BIDDING PROCEDURES

- A. All permanent vacancies (vacancies in positions which the District determines to fill or vacancies due to creation of new permanent positions, shifts, building assignments or bus runs) in any job classification within the bargaining unit shall be posted, within ten (10) calendar days of the date the vacancy occurs, for a period of five (5) working days, in such manner as may be appropriate, setting forth the minimum requirements for the position. Interested employees shall apply within such five (5) working day posting period. Vacancies shall be filled within ten (10) working days of the end of the posting period based on District seniority, physical capability and ability to perform the work, and if physical capability and ability to perform the work are relatively equal, and are sufficient to meet the minimum requirements for the position, seniority shall govern. An employee may transfer from one job classification to another with an equal or lower wage rate with the approval of the Employer. If no applications are received by the Employer from employees within the bargaining unit who meet the above requirements for the vacancy, the Employer shall fill such vacancy with any person it desires.
- B. The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and shall thereafter notify the Union's Chapter Chairperson as to who was awarded the job. The job will be awarded or denied within ten (10) calendar days after the five (5) working day posting period has expired. If the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and their steward. If the senior applicant disagrees with the reasons for denial, they may submit a grievance directly to Step 2 of the Grievance Procedure.
- C. If, at any time during the first thirty (30) days actually worked on the new job after the employee has been awarded the job, the employee notifies the District that they are unable to perform the work, and the reasons therefore, or the District notifies the employee that it does not feel the employee is satisfactory in the new position, and the reasons therefore, the employee shall be returned to their former classification. If the employee feels they were unjustly removed from the new position, it shall be immediately submitted to Step 2 of the Grievance Procedure. If the employee returns (or is returned) to their former classification, the Board may fill the vacancy, without re-posting the opening, from the applicants for the original posting. Any permanent vacancy created in the employee's former classification may be filled by posting, or may be filled for the duration of such thirty (30) day period by temporary assignment of another employee without posting or by hiring of a temporary employee.

- D. During recess periods, when school is not in session, the Employer agrees to mail notices of job postings to six (6) designated bargaining unit contact persons. It is the responsibility of the Union to furnish the Employer with the names and address of the contact persons to whom job postings are to be sent. The Employer agrees to mail job postings to all part-time employees not employed during the summer and any layoff employees.
- E. Grievances concerning this Job Postings and Bidding Procedures Article shall be submitted, in writing, directly to Step 2 of the Grievance Procedure within five (5) working days following notification by the District of its intention to take specific action.
- F. On occasion, employees may be asked to perform duties that are not within the parameters of the original job posting. While every effort will be made to ensure this is kept to a minimum, changes in building schedules, assessment of student needs and temporary assignments require a certain degree of flexibility and falls within management's rights to assign as described in Article 2, section 2. If, however, a permanent change (or temporary change more than seven days) in an assignment by means of a change in the employee's schedule or duties is necessary, the supervisor will notify the proper union representative within a reasonable amount of time to discuss the reason for the change. The employer will notify the union in advance, if known. The union retains the right to grieve the change at step 2 of the grievance procedure.

ARTICLE 20 - CONSOLIDATION AND ELIMINATION OF JOBS

During the term of this Agreement, the Employer shall confer with the Union prior to implementation, regarding any decision to consolidate or eliminate any job which is regularly and normally being performed by members of the bargaining unit. In the event the Union disagrees with the methods proposed, the Employer may implement its decision but the disagreement may be submitted directly to Step 2 of the Grievance Procedure.

ARTICLE 21 - RATES FOR NEW JOBS

When a new job is created within the bargaining unit, the Employer will notify the Union of the Classification and hourly rate prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to negotiation and if agreement is not reached, the Employer may institute such proposed classification and rate but the disagreement may be submitted directly to Step 2 of the Grievance Procedure.

ARTICLE 22 - LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year (extendible at the discretion of the Board) may be granted by the Board, in writing, without loss of seniority for:
 - 1. Serving in any elected or appointed position, public or Union.
 - 2. Maternity leave (other than during periods of actual disability).
 - 3. Educational leave.
 - 4. Other leaves for reasons deemed appropriate by the Board.
- B. Leaves of absence for periods not to exceed one (1) year (extendible at the discretion of the Board) shall be granted by the Board, in writing, without loss of seniority for:
 - 1. Illness leave (physical or mental), verified by a doctor, including maternity leave during periods of actual disability.
 - 2. Serious or prolonged illness in immediate family requiring presence of employee, verified by a doctor.
- C. Employees shall accrue seniority, but shall not be entitled to fringe benefits, except as otherwise specifically provided, while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to

a position to which their seniority would entitle them pursuant to the provisions of the Layoff and Recall Article.

- D. Members of the Union selected to attend a function of the International Union or Council 25, such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences or conventions, up to a combined total of fifteen (15) "employee days" per contract year. Request for such time off must be made to the Superintendent, in writing, at least two (2) weeks prior to such intended absence. No more than three (3) employees need be granted time off on any one (1) day.

ARTICLE 23 - SICK LEAVE

- A. All full-time employees covered by this Agreement shall accumulate one (1) sick leave day per full month worked, not to exceed twelve (12) days per year, with one hundred sixty (160) days maximum accumulation. Upon retirement, disability, or death of an employee, after ten (10) years of service within the system, the Board agrees to pay said employee or beneficiary unused sick leave at one-half (1/2) employee's daily rate to a maximum of \$2,600 (Two thousand six hundred dollars).
- B. Any employee may use sick leave for personal illness or disability, for serious illness of spouse or children, or for time for medical and dental appointments that cannot be made outside of working hours.
- C. Regularly scheduled teacher aides will accrue six (6) sick leave days per year. Regularly scheduled part-time employees who work 20-29 hours per week will accrue four (4) sick leave days per year. Regularly scheduled part-time employees who work less than twenty (20) hours per week will accrue two (2) sick leave days per year.
- D. All employees who accumulate sick time shall be notified of their accumulated sick leave hours at the start of each new school year.
- E. Sick leave days, vacation days and personal leave days will not be deducted from totals due employees when requested days coincide with emergencies which cause their schools to be closed except for extended (five (5) working days or more) previously granted leave.
- F. Employees who use one (1) day or less of sick leave, or do not use any dock hours the previous year will be granted one (1) additional personal leave day for the following year.

ARTICLE 24 - WORKER'S COMPENSATION, On-the-job Injury

Employees eligible for Worker's Wage Compensation will receive, in addition to their worker's compensation, a proportionate amount to be paid from their accumulated sick leave to make up the "difference" between Worker's Wage Compensation and their regular weekly income, subject to the limitations of the Sick Leave Article. Payment of such amounts from accumulated sick leave will be made for eligible employees upon written request to the District. If an employee utilizes all of their accumulated sick leave, the District will continue payment of such "difference" for an additional period not to exceed a total of 104 weeks for any one (1) injury or illness, including recurrence thereof, the employee's temporary return to work during such period notwithstanding.

ARTICLE 25 - PERSONAL LEAVE

- A. Full-time twelve-month employees (30 or more hours per week) shall receive two (2) personal leave days per contract year with the Principal's or immediate Supervisor's approval.
- B. Teacher Aides and full-time, 9-month employees shall receive one (1) personal leave day per contract year with the Principal's or Immediate Supervisor's approval.

- C. Employees must submit their request for personal leave at least three (3) working days in advance of intended leave. Exceptions may be made in appropriate circumstances.
- D. Personal days are accumulative to six (6) and may be carried over from one (1) year to the next.
- E. An employee may request a day(s) off without pay. The request will be acted upon by the Superintendent or designee. The Superintendent's or designee's assessment of the appropriateness of the circumstance and other factors will be considered in rendering a decision to grant or deny the request.
- F. If an unscheduled closing is called, and an employee has that day scheduled as a personal leave day, the employee will not be required to use their personal leave for such day.

ARTICLE 26 - FUNERAL LEAVE

- A. Employees shall be allowed up to three (3) working days with pay as funeral leave days not to be deducted from sick leave for death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, or a member of the employee's household. Employees selected to be pall bearers for deceased employees will be allowed one (1) funeral leave day with pay. The Chapter Chairperson, or their representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.
- B. Employees may be granted time off to attend a funeral of a personal friend or relative (not to exceed one [1] day) with the prior approved of the building principal. Employees shall have the option of using either a personal leave day, vacation day, or deducted from sick leave.

ARTICLE 27 - JURY DUTY AND SUBPOENA RESPONSE

Employees who are called for jury duty or who are required to respond to a subpoena on behalf of the Employer will be paid the difference between their stipend as a juror or witness and their regular pay. Employees who are called but do not serve as a juror or witness or employees who serve and whose length of service plus driving time would permit them to work or return for one hour or more to start or finish their shift shall do so.

ARTICLE 28 - WORKSHOPS

- A. Employees who are required by the Employer, Superintendent, or law to attend workshops or training sessions will be paid their hourly rate for each hour of attendance. All attendances must have prior approval by the Employer.
- B. Mileage at the rate hereafter provided will be paid if employees must use their own vehicles. Tuition charges will be paid by the Employer.

ARTICLE 29 - SAFETY COMMITTEE

A Safety Committee of employees and the Employer is hereby established. This Committee shall consist of the stewards, and shall meet at a time mutually agreed upon. Employees who attend safety committee meetings shall be paid for all hours spent in safety meetings. Recommendations by the committee not acted upon by the employer may be submitted to the Board of Education and if not acted upon may be proper subject for the grievance procedure.

ARTICLE 30 - SHIFT HOURS AND PREMIUM

- A. This Article is intended to define shift hours, and shall not be construed as a guarantee of hours of work per day or per week.
- B. Employees who work on the second shift shall receive, in addition to their pay for the pay period, twenty-five (25) cents per hour shift premium for hours actually worked.
- C. Employees who work on the third shift shall receive in addition to their regular pay for the pay period, twenty (20) cents per hour shift premium for hours actually worked.
- D. Employees (excluding bus drivers) who work at least four (4) hours in a premium shift will be paid premium rate for all hours worked.
- E.

<u>Shift Hours:</u>	<u>Starting Time</u>
First Shift:	7:00 AM to 3:00 PM
Second Shift:	3:00 PM to 11:00 PM
Third Shift:	11:00 PM to 7:00 AM

No shift shall be changed unless agreed upon by the Employer and the Union.

- F. Second and third shift employees shall be allowed twenty (20) minutes off for lunch, included in their eight (8) hour work day.
- G. Employees who work six (6) or more hours in a work day may take a ten (10) minute coffee break in the AM and also a ten (10) minute coffee break in the PM, or the first half and second half of their regular shift, whichever may apply.

Employees working more than two (2) hours but less than six (6) hours in a work day may take one (1), ten (10) minute coffee break in that work day.
- H. Employees reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half or straight time for part-time employees. The two (2) hour pay does not apply to building checks.
- I. Bus drivers reporting for scheduled or unscheduled extra trip runs (runs outside the regularly scheduled school day hours and excluding field trips), who report as requested, shall receive a minimum of two (2) hours pay.
- J. Employees shall be paid for all hours spent in conferences that are scheduled by the supervisor requiring the employees' presence. The minimum pay will be one (1) hour. This is not considered overtime as per Article 31(H) above.
- K. SMI/SXI Teacher Aides will be paid twenty-five (25) cents per hour more than a regular classroom teacher aide rate.
- L. Any employee who is required to be drug-tested or have a CDL/MDOT physical not during their working hours shall be compensated at two (2) hours of their normal rate.

ARTICLE 31 - OVERTIME

Time and one-half will be paid as follows:

- 1. For all hours over eight (8) in one day or forty (40) hours in one week for 40 hour per week employees.

2. For bus drivers and all part-time employees for all hours in excess of forty (40) hours per week.
3. Time and one-half for all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE 32 - EQUALIZATION OF OVERTIME HOURS

- A. Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date list showing overtime hours may be requested by the chapter chairperson. The employer agrees to prepare and post a list of extra hours worked by bus drivers three times per year, after the fall, winter and spring extracurriculars.
- B. Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours. Every attempt will be made to divide equally bus driving for extra trips. Field trips will be offered on a rotating basis to all part-time bus drivers. Extra-curricular trips will be offered on a rotating basis to all bus drivers.
- C. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period.
- D. Overtime hours will be computed from July 1 through June 30 each year.
- E. Overtime will be granted to substitute and temporary employees who are bargaining unit members. Overtime will not be granted (except in emergency situations or by mutual consent of the Union and the Employer) to substitutes and temporary employees who are not bargaining unit members.
- F. A 12-month employee may choose to accrue up to 40 hours of comp time at a rate of 1.5 hours for overtime hours to be used as vacation time. The employee shall request in advance with their supervisor that "comp time" be used, provided it does not interfere with school operations.

ARTICLE 33 - HOLIDAY PROVISIONS

- A. The paid holidays are designated as: (1) New Year's Day, (2) Good Friday, (3) One of the following, as designated by the school calendar, if school is not in session: the Monday following Easter or the Thursday before Easter, (4) Memorial Day, (5) July 4th, (6) Labor Day, (7) Thanksgiving Day, (8) The day following Thanksgiving Day, (9) Christmas Eve, (10) Christmas Day and (11) New Year's Eve. Eligible regular employees will be paid their current base rate of pay, exclusive of shift, overtime or other premiums, based on the average number of hours per day for which they are normally and regularly scheduled.
- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday, or should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. Employees working a 9 month school year shall receive designated holidays except July 4th.
- D. To be eligible for holiday pay, employees must be scheduled for and actually work their regular scheduled shifts prior to and immediately following the holiday (unless they are on an excused absence) and they must have earnings during the pay period for hours actually worked.

ARTICLE 34 - VACATION ELIGIBILITY

Twelve month employees scheduled to work thirty hours or more per week, K-5 Secretary (twelve month employees working a reduced schedule of hours during the summer) will earn vacation with pay according to the following schedule:

At least six (6) months but less than two (2) years	One (1) week
At least two (2) years but less than six (6) years	Two (2) weeks
At least six (6) years	Two (2) weeks, one (1) day
At least seven (7) years	Two (2) weeks, two (2) days
At least eight (8) years	Two (2) weeks, three (3) days
At least nine (9) years	Two (2) weeks, four (4) days
At least ten (10) years	Three (3) weeks
At least eleven (11) years	Three (3) weeks, one (1) day
At least twelve (12) years	Three (3) weeks, two (2) days
At least thirteen (13) years	Three (3) weeks, three (3) days
At least fourteen (14) years	Three (3) weeks, four (4) days
At least fifteen (15) years	Four (4) weeks
At least twenty (20) years	Four (4) weeks
At least twenty-one (21) years	Four (4) weeks, one (1) day
At least twenty-two (22) years	Four (4) weeks, two (2) days
At least twenty-three (23) years	Four (4) weeks, three (3) days
At least twenty-four (24) years	Four (4) weeks, four (4) days
At least twenty-five (25) years	Five (5) weeks

ARTICLE 35 - VACATION PERIOD

- A. Vacations must be taken during the summer, except the week prior to school opening, except that seniority prevailing, six (6) employees may be granted up to two (2) weeks' vacation during the school year, providing this does not interfere with the school operations. Employees may be eligible once every three (3) years, unless no one else requests this time off. Seniority prevailing, four (4) employees shall be eligible for the first two (2) days of deer season, subject to the Employer's discretion. All requests for a vacation during the school year must be made by the first day of school for such school year. Requests made after such date need not be considered for the remainder of that school year. Exceptions will be made, with the consent of the Superintendent, for circumstances beyond the control of the employee.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during their vacation, their vacation may be rescheduled. If their incapacity continues through the end of the calendar year, they will be awarded pay in lieu of vacation, but such pay in lieu of vacation shall not duplicate sick pay. To the extent employees receive vacation pay for days not worked during the calendar year they shall not receive sick pay for the same days.

ARTICLE 36 - PAY ADVANCE

- A. If a regular payday falls during a employee's vacation, they will receive that check in advance before going on vacation, providing they give at least two (2) weeks notice to the payroll clerk.
- B. If an employee is laid off or retires, or severs their employment (other than discharge for cause), they will receive any unused vacation credit including that accrued in the current calendar year. A

recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from their vacation the following year.

- C. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 37 - INSURANCE COVERAGE

- A.
1. The District agrees to pay 80% of the premium for health insurance coverage for each regular full-time employee, family coverage, the choice of the carrier to be at the discretion of the Board provided the benefits remain totally comparable to those currently provided. The coverages and conditions will be as follows:
 - i. Effective August 1, 2011, all members eligible for insurance benefits will contribute 20% toward the total cost of the district health, dental and vision plan.
 - ii. The plan will change to include the MESSA Saver Rx, \$20 Office Visit and \$300/\$600 deductible.
 - iii. Employees not wishing health care protection may apply the equivalent of individual employees (self) premium toward any selection option package which may be available through the carrier.
 2. The Employer agrees to pay 80% of the full premium for such health insurance coverage (or selection option package chosen in lieu of health care protection as provided above) during the employee's absence as a result of any injury or illness for any month in which the employee continues to receive paid sick leave. Employees shall be required to use accumulated sick leave continuously for the purpose of this Section. For employees on approved unpaid personal illness leave payment of such premiums will be continued for up to three (3) additional months for each full year of the employee's continuous employment, provided such payments shall not exceed the duration of the authorized illness leave. Payments under this paragraph shall not exceed a combined total of twelve (12) months premiums for any one injury or illness, including recurrence thereof, the employee's temporary return to work during such period notwithstanding.
 3. Regular part-time employees who work an average of at least twenty (20) hours per week, but less than thirty (30) hours per week, and regularly scheduled teacher aides, shall have the option of requesting health insurance coverage, pursuant to the District's group plan with the District to provide payment to fifty percent (55%) of such health insurance premiums.
- B. The District agrees to pay 80% of the full premium for prescription drug insurance coverage for regular full-time employees eligible for health insurance, the choice of the carrier to be at the discretion of the Board provided the benefits remain totally comparable to those currently provided.
- C. The District agrees to pay the full premium for group life insurance coverage, face value \$15,000, for each regular full-time employee, and for such reduced insurance coverage as is specified for other employees in Appendix C, the choice of the carrier to be at the discretion of the Board.
- D. The District agrees to pay 80% of the full premium for dental insurance coverage for each regular full-time employee, family coverage, the choice of the carrier to be at the discretion of the Board provided the benefits remain totally comparable to those currently provided.
- E. The District agrees to pay 80% of the full premium for optical insurance coverage for each regular full-time employee, family coverage, the choice of the carrier to be at the discretion of the Board provided the benefits remain totally comparable to those currently provided.

- F. For approved leaves of absence (other than injury or illness) not extending beyond the end of any given calendar month, the Employer will continue to pay such insurance premiums through the end of such calendar month. For such leaves which extend beyond the end of any given calendar month, the employee must pay the entire cost of such coverage commencing at the end of such calendar month during which such leave commences, and for the duration of such leave.
- G. Except as otherwise provided, the District's obligation hereunder shall exist with respect to any employee only while they are in the active service of the District, only while they continue as a full-time employee of the District, and only while they continue to have earnings from the District for hours actually worked. Such obligation shall terminate when an employee retires, quits, is discharged, is laid off, or for any other reason terminates active employment with the District. The District will, however, continue to pay the premiums necessary for an eligible employee's insurance benefits during paid vacations, holidays and paid sick leave.
- H. The District, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage.
- I. An employee, to be eligible for benefits, must make proper application with the District, and must keep the District informed of any changes in family coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage will be the earliest date permitted by the insurance carrier following notification of such change by the District (or the employee's eligibility date, if later). An employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.
- J. If employees wish to continue coverage during periods when the District's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The District will notify insurance carriers of changes requested by employees within a reasonable period following notice to the District. It is however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the District will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the District may automatically terminate insurance benefits due to the employee's non-payment of necessary premiums.
- K. Employees who are covered by their spouse's health insurance shall receive \$175 per month payment in lieu of insurance to be placed in a tax deferred annuity such as a 403b plan.
- L. The groundskeeper/driver works 1450-1470 hours per year and receives 4 months paid insurance (80%) benefits—April, May, September and October.

ARTICLE 38 - COMPUTATION OF BENEFITS

All hours paid to employees shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 39 - CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract work that is regularly or normally performed by members of the bargaining unit.

ARTICLE 40 - UNION BULLETIN BOARDS

The Employer will provide one (1) or more bulletin boards in each school building which may be used only by the Union for posting notices pertaining to Union business. The location of such bulletin boards shall be mutually agreed upon by the Union and the Employer.

ARTICLE 41 - GENERAL

- A. Bus trips for extracurricular activities shall be paid at the rate of bus driver's hourly rate, subject to the Overtime Article.
- B. All extra trips shall be made by regular and part-time drivers except in emergency situations or by mutual consent of the Union and the Employer. The procedure for assigning extra trips is as follows:
 - 1. For daily field trips 9:00 AM - 2:00 PM, assignments will be made to drivers with no other classification responsibility. Assignments will be made on a rotational basis. Bus drivers/aides whose assigned classroom is to have a field trip, the aide may drive the field trip bus.
 - 2. The regular extracurricular trips will be assigned as they have in the past on a rotating basis to all regularly scheduled drivers.
- C. Scheduled building checks on weekends and holidays will be at least two (2) hour's pay per day per school plant.
- D. Part-time employees shall not receive fringe benefits, except as provided herein.
- E. The employer will provide a uniform service (shirts/pants) for two (2) Mechanics and two (2) Maintenance staff. Full-time custodians shall receive a one time allowance of twenty-five dollars (\$25) for the purpose of purchasing a set of coveralls.
- F. The Employer agrees to reimburse employees at the IRS rate per mile.
- G. No employees covered by the terms of this agreement shall suffer loss of time or pay due to the unscheduled closing of schools. If make up days are partial days, employees shall be paid for their regularly scheduled hours regardless of time actually worked. Scheduled closing of schools shall result in the employee's loss of time or pay. As used herein, unscheduled closings will be those days when school is closed without the necessary notice for scheduled closings. Scheduled closings will be those days when notice has been given no later than 7:00 AM of the calendar day prior to the day of closing. Any employee who is called in to work on an unscheduled closing day, shall be paid at the rate of time and one-half for all hours worked on that day.
- H. A teacher aide absent from work because of mumps, scarlet fever, measles, pink eye, or chickenpox due to exposure in the classroom shall suffer no loss of compensation and shall not be charged against personal sick leave.
- I. Each employee covered by the terms of this Agreement shall be provided with a non-transferable pass to admit the employee and one member of the employee's immediate family to NICE Community Schools extracurricular events. Immediate family shall be defined as per Article 27A.
- J. It is the continuing policy of the Employer; and the union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.
- K. Supervisory personnel shall not do bargaining unit work unless it is due to an emergency or training purposes.

- L. 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term 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 referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- M. By written agreement the Board and the Union may waive any of the provisions of this Agreement for any purpose, including but not limited to waiver of any seniority or other requirements of this Agreement for layoff and recall, posting, or any other purpose. Unless mutually agreed in writing, waiver of the breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.
- N. The regular part-time staff will be used for custodial substitutes when possible. Each year:
1. Principals will determine the potential need for substitute custodians in their building.
 2. Regular part-time employees will receive the information, review the building needs and select, on a priority basis, the schools in which they will be available to substitute.
 3. Each employee will be assigned to a building by the superintendent on the basis of seniority and interest. All buildings will have the same number of potential substitutes assigned to them if possible.
 4. When a substitute is needed in a building, the principal will alternate calls to the staff members assigned to that building. If a staff member refuses work three (3) times in a row, (s)he will be removed from the list.
- O. The evaluation of the performance of each AFSCME member in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations shall be conducted openly. Evaluations shall only be conducted by a building principal or other qualified administrator as designated by the Board of Education. No evaluation will be conducted by individuals who are both administrators and members of the union. The performance shall be evaluated in writing as follows: Employees shall be evaluated in writing at least once every three (3) years using the evaluation tool agreed to by the Board and the union. In cases when an evaluation is unsatisfactory the employee will be re-evaluated within the following year. Areas where improvement is needed will be described and recommendations for improvement will be made. A copy of the written evaluation shall be submitted to the employee to be signed and returned to the administrator and another copy to be retained by the employee. The evaluation process and form shall be treated as confidential. (See Evaluation Form on following page.)
- P. When extra time is needed within a specific classification and building, the Employer shall ask the most senior person from within the classification to work the extra time. If the extra time is to become a permanent responsibility (more than 10 consecutive working days) then a meeting shall be held between the two parties to determine whose job will receive the permanent change.
- Q. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

**NICE Community School District
AFSCME PROFESSIONAL EVALUATION FORM**

Name:	Position	Date of Evaluation:	Year:	Overall Rating: 1 2 3	
Criteria		Exceeds Expectations (1)	Meets Expectations (2)	Needs Improvement (3)	Comments
Demonstrates performance of all job duties as described in job description to meet established district standards. (For Transportation personnel, please also refer to critical job performance criteria in table 1.)					
Maintains established district and building policies, procedures and data.					
Dresses and acts professionally.					
Accepts responsibility and demonstrate initiative.					
Displays a positive attitude when communicating with students, staff and parents.					
Is conscientious when handling privileged/ confidential information and uses utmost discretion when working with sensitive issues.					
Completes work thoroughly, accurately and according to specifications; produces correct, neat, and complete work; prepares and maintains records which are accurate and readily accessed.					
Punctuality – Arrives on-time to work and follows the daily schedule.					
Completes jobs efficiently and timely utilizing available resources.					
Employee Comment (Optional)					

Evaluator (Name/Title)

Signature

Employee Signature

Table 1

	Acceptable	Needs Improvement		Acceptable	Needs Improvement		Acceptable	Needs Improvement
Pre-Check of Bus			Use of 2-way radio			Patience when Driving		
Driving Record			Proper Use of Warning Lights			Ability to Control Bus		
Driving Habits			Proper Procedures @ RR X			Care of Bus		
Control Students on Bus			Loading/Unloading			Record Keeping		
			Observe Speed Limits					

ARTICLE 42 - TERMINATION AND MODIFICATION

- A. This Agreement shall remain in full force and effect until June 30, 2013.
- B. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- C. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- D. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to: Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square Suite 205, Marquette, MI 49855; and if the Employer, addressed to: NICE Community School District, 300-400 Westwood Drive, Ishpeming, MI 49849; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

Dated: 8/25/11

NICE COMMUNITY SCHOOLS BOARD OF EDUCATION
By Brett French
Brett French, President
By Donna Champion
Donna Champion, Secretary

NICE COMMUNITY SCHOOLS EMPLOYEES' CHAPTER OF LOCAL 2565
By John M. Thomas, M. Council 25 AFSCME
John Thomas, Staff Representative
By Tammy Sandberg, Chapter Chairperson
Tammy Sandberg, Chapter Chairperson

**APPENDIX A - WAGES AND RATES
Pre 1994 Employees**

	<u>07/19/11</u>
	<u>06/30/13</u>
<u>Classification</u>	
<u>Maintenance/Custodian</u>	
H.S. Maintenance Supervisor	16.98
Aspen Ridge Maintenance/Custodial Supervisor	16.17
Chief Mechanic	16.80
Custodian	14.75
Grounds Keeper	14.75
<u>Transportation</u>	
Bus Drivers	15.17
<u>Hot Lunch Program</u>	
Head Cook	14.53
Assistant Cook	13.05
Cook's Helper	12.76
Server - Elem/Middle Schools	12.56
<u>Secretarial</u>	
High School Secretary	14.26
K-8 Secretary	13.34
K-5 Secretary	13.34
Assistant High School Secretary	13.05
Special Education/Special Services/Transportation Secretary	12.91
<u>Instructional</u>	
Teacher Aides	12.30
Media Center Aide	12.48
H.S. Counselor Center Aide	12.48
<u>Combined Classifications</u>	
Mechanic-Bus Driver	16.34
Custodian-Maintenance	15.59
Food Transportation-Custodian	15.17

Part-time bus drivers will be paid a minimum of \$26.19 for morning and \$26.19 for an afternoon run, or \$52.38 for both.

Should their regular hourly rate times the hours worked exceed this minimum, they shall be paid at the higher amount.

**APPENDIX A - WAGES AND RATES
Post 1994 Employees**

	07/19/11
Classification	06/30/13
Maintenance/Custodian	
H.S. Maintenance Supervisor	13.17
Aspen Ridge Maintenance/Custodial Supervisor	12.56
Chief Mechanic	13.04
Custodian	11.50
Grounds Keeper	11.50
Transportation	
Bus Drivers	12.61
Hot Lunch Program	
Head Cook	11.34
Assistant Cook	10.22
Cook's Helper	10.00
Server - Elem/Middle Schools	9.86
Secretarial	
High School Secretary	11.14
K-8 Secretary	10.44
K-5 Secretary	10.44
Assistant High School Secretary	10.22
Special Education/Special Services/Transportation Secretary	10.12
Instructional	
Teacher Aides	9.66
Media Center Aide	9.80
H.S. Counselor Center Aide	9.80
Combined Classifications	
Mechanic-Bus Driver	12.70
Custodian-Maintenance	12.13
Food Transportation-Custodian	11.81

Part-time bus drivers will be paid a minimum of \$26.19 for morning and \$26.19 for an afternoon run, or \$52.38 for both.

Should their regular hourly rate times the hours worked exceed this minimum, they shall be paid at the higher amount.

**APPENDIX B
LONGEVITY**

A. Regular full-time and part-time employees covered by this Agreement shall be paid longevity according to their seniority, based upon the anniversary date of their most recent date of hire (consecutive years of service). Payments shall commence with hours actually worked during the first full pay period following such anniversary date. For eligible employees, the indicated percentages shall be applied to the rates indicated in Appendix A. Longevity does not apply to bus trips for extracurricular activities. **Longevity increases have been frozen through the expiration of the contract.**

B. Longevity will be based on the following schedule:

<u>Years of Employment</u>	4	8	12	16	20	24
<u>% Increase Per Hour</u>	2%	4%	6%	8%	10%	12%

APPENDIX C

CLARIFICATION OF FRINGE BENEFITS FOR GENERAL EMPLOYEE GROUPS

Group A: Employees who work 30 or more hours per week.

1. One sick leave day per full month worked
2. Two personal leave days - for employees working twelve (12) months per year
3. Three funeral leave days
4. Paid holidays during period of employment
5. Paid vacation - for employees working full calendar year and middle school secretaries
6. Full Family Health Insurance + Prescription Drug Rider
7. \$15,000 Life Insurance
8. Dental Insurance
9. Optical Insurance
10. One personal leave day for 30 hour or more 9-month employees

Group B: Part-time Employees who work 20-29 hours per week

1. Four sick leave days per year
2. Paid holidays during period of employment based on hours worked
3. Health Insurance/Drug Rider - 55% Board paid
4. \$5,000 Life Insurance
5. Three funeral days

Group C: Part-time Employees who work less than 20 hours per week

1. Paid holidays during period of employment based on hours worked
2. Three funeral days
3. Two sick leave days per year

Group D: Teacher Aides

1. Six sick leave days per year
2. Paid holidays during period of employment based on hours worked
3. Health Insurance/Drug Rider - 55% Board paid
4. \$5,000 Life Insurance
5. Three funeral days
6. One personal leave day per year

List of Revisions:

1. Font (Arial 12 to Verdana 10)
2. Margins
3. Reformatted number/bullet indents/tabs
4. Article 10, #4, bullets/numbers cleaned up
5. Article 30 - New "L"
6. Article 37 - Changed insurance information to include 80% employer responsibility and 20% employee responsibility; Added new "L"
7. Article 41 - Added new "O" and new "P"
8. Appendix A -modified pay scales to reflect 3% reduction.
9. Added a statement that longevity increases have been frozen through term of the contract.
10. Made changes agreed to at the time of the last ratification (2009) that were not added to the contract itself but instead listed on a "Letter of Agreement."
 - a. Article 23, F
 - b. Article 32, F
 - c. Article 37, K
 - d. Article 41, B
 - e. Article 19, F