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06/30/2007

LABOR AGREEMENT

2003 - 2007

Between

BENTON HARBOR AREA SCHOOLS

And

**BENTON HARBOR SERVICE EMPLOYEES
ASSOCIATION/MEA/NEA**

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AGREEMENT

This AGREEMENT entered into this 1st day of March, 2004, by and between the BENTON HARBOR AREA SCHOOLS, Berrien County, Michigan, hereinafter referred to as the Employer, and BENTON HARBOR CUSTODIAL/MAINTENANCE, BUS DRIVERS, BUS MONITORS, SECURITY OFFICERS AND HALL MONITORS SERVICE EMPLOYEES ASSOCIATION, MEA/NEA, hereinafter referred to as the Union.

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union. Recognizing that the well-being of the Employer and the job security of the employees depend on the Employer's ability to continue to provide the proper facilities for those whom the Employer serves, the Employer, and the Union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II- RECOGNITION

Section 1: Unit Description

Pursuant to and in accordance with the applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for:

Custodial and Maintenance Unit

(a) All employees employed as full-time and part-time custodial employees, maintenance employees, mailman, stock and delivery driver, storeroom attendant, and bus mechanics of the Employer, excluding substitute employees, temporary employees, student help, working foremen of maintenance, maintenance supervisor, supervisor of custodians, warehouse supervisor, and all other employees of the Employer.

Transportation Unit

(b) All employees employed as regular full-time and part-time school bus drivers and bus monitors, excluding dispatchers, temporary employees, substitutes, and all office and other service employees of the Employer.

The following provisions of the Agreement are not applicable to Bus Monitors:

Article X Paid Leaves of Absence, Section 3, Workers' Compensation Supplement

Article XI Sick Leave

Article XIII Vacations

Article XV Health Insurance, Dental Insurance, Life Insurance and Vision Care

Security Unit

(c) All full time and regularly scheduled part-time Security Officers and Hall Monitors employed by the Benton Harbor Area Schools.

Section 2: Unit Security

(a) Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective, except as provided by sub-paragraph (d), shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay to the Union each month a service charge in an amount equal to the regular monthly dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment except, that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of all

Union members, to pay sums equal to such uniformly required of Union members to The American Cancer Foundation.

Section 3: Dues Check-Off

(a) An employee who shall tender an initiation fee (if not already a member) and the periodic dues and/or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(b) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this Section if they are not more than thirty (30) days in arrears in payment of the service charge.

(c) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(d) During the life of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay, the second pay period each month, the applicable amount designated in writing to the Employer by the Michigan Education Association/NEA and shall promptly remit any and all amounts so deducted to the Michigan Education Association/NEA along with a list of employees from whom the deductions were made. Additionally the list shall include the names of new employees added, the names of employees dropped, or for whom dues were not deducted and the reasons why.

(e) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with provisions of this Section.

Section 4: Employer Rights

The management of the District and the direction of the workers is vested exclusively in the Employer, including, but not limited to, the right to hire, assign, transfer, promote, discipline, or discharge only for just cause, to continue to make reasonable rules regarding the safety and work conduct of employees, to use improved methods or equipment, to buy equipment or products, to adjust the manpower to the work on hand and the hours anticipated, and all other functions of management not specifically limited or abrogated by the terms and provisions of this Agreement

or by law. Any alleged violations of the Employer Rights shall be subject to the grievance procedure.

Section 5: Non-Discrimination

The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality, marital status, height, weight, or political belief nor shall the Employer or its agents, nor the Union, its agents or members, discriminate against any employee because of his/her membership or non-membership in the Union.

Section 6: Union Representation

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Union activities on the Employer's time or premises.

(a) Custodial/Maintenance Unit

The Union shall have the right to elect or designate a Chapter Chairperson and four (4) Stewards, one (1) from each of the following shifts and/or departments:

Maintenance (1)

Custodians:

1st Shift (1)

2nd Shift (High School) (1)

2nd Shift (All Others) (1)

(b) Transportation and Security Units

The Union shall have the right to elect or designate a Chapter Chairperson and one (1) Steward for each Unit. In the absence of the Steward, the Chapter Chairperson shall handle the grievance.

(c) The Union shall notify the Employer in writing of the names of the Chapter Chairpersons and Stewards and any changes thereto.

(d) The Union shall be represented in contract negotiations by a seven member bargaining committee, comprised of bargaining unit members plus the Uniserv Director or designee.

(e) The Chapter Chairpersons and Stewards from the bargaining units shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure, but only the Local Union President, and Chapter Chairperson shall be paid for the time necessarily spent in

attending an arbitration hearing. It is expressly understood that, in no event, shall any Union representative leave his/her work for grievance purposes as provided in the grievance procedure without first notifying and obtaining the approval of the immediate supervisor, which approval will be granted as soon as is practicable after the urgent or critical aspects of the job have been completed, then if denied, such denial shall be a proper subject of the grievance procedure.

(f) School rooms may be used by the Union for meetings and special programs, provided that:

(1) Arrangements are made in advance with the building principal or Group Director of Operations/Facilities.

(2) Meetings are scheduled within the regular shift hours of the custodial staff or special clearance is obtained from the Group Director of Operations/Facilities.

(g) It is understood and agreed the Uniserv Director shall have the right to discuss Union matters over the telephone with the Local President, Chapter Chairperson, or Steward and in addition thereto shall have the right to visit employees on the Employer's premises provided he or she notifies the immediate supervisor prior thereto and a mutually agreeable time is arranged.

Section 7: Representation

A supervisor shall request the presence of a union representative when disciplining or reprimanding a union member, unless the member objects in writing to the presence of the union representative. At that time, all information forming the basis for disciplinary action will be made available to the member and /or his/her representative.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: Definitions

A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

Section 2: Procedure

FIRST STEP. An employee who has a complaint must submit said complaint orally to the immediate supervisor within five (5) working days after the occurrence of the event or after the employee has knowledge of the event upon which the complaint is based provided the appropriate Steward is present. The immediate supervisor shall give the employee an oral answer to the complaint within five (5) working days after the complaint has been submitted.

SECOND STEP. In the event the complaint is not settled as provided in the First Step, the complaint shall be reduced to writing upon an appropriate form furnished by the Union stating

the facts upon which it is based, when they occurred, specifying the Section of the contract which allegedly has been violated, and the specific relief the grievant is seeking. It must be signed by the employee who is filing the grievance and the Steward and must be presented by the employee or Steward to the Group Director of Operations/Facilities or representative designated by the Employer within five (5) working days after receipt of the First Step answer. The Group Director of Operations/Facilities or designee shall investigate and arrive at a decision regarding the complaint within five (5) regularly scheduled days following receipt of the written grievance and shall give a written answer thereto to the Chapter Chairperson setting forth the reasons in support of said answer.

THIRD STEP. If the grievance has not been resolved in the foregoing steps and the Union decides to carry the grievance further, the Union shall, within ten (10) regularly scheduled working days, process the grievance to the Assistant Superintendent for Human Resources/Labor Relations by setting forth the objections to the Second Step answer in detail and stating the reason therefore. The grievance reaching this Step shall be considered at a meeting between the Union's grievance committee and the Assistant Superintendent for Human Resources/Labor Relations or designee, which meeting shall be held not later than five (5) working days from the time the appeal was taken to this Step. The Assistant Superintendent for Human Resources/Labor Relations or designee will give the chairperson of the Union's committee a written Third Step answer within five (5) working days after such meeting unless such time has been extended by agreement between the Board's representative and the representative for the Union. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the chairperson of the Union's committee.

FOURTH STEP. If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within fifteen (15) calendar days following receipt of the Third Step answer, advise the Board in writing that such answer is unacceptable and in such communication further advise the Board of its intent to arbitrate. The matter shall within thirty (30) calendar days be submitted to the American Arbitration Association in accordance with its voluntary labor arbitration rules. If the grievance has not been submitted to arbitration within thirty (30) calendar days it shall be considered withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator on an arbitrable matter within his

jurisdiction shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Union. The expenses and wages of witnesses and representatives of the Board shall be borne by the Board and the expenses and wages of witnesses and representatives of the Union shall be borne by the Union.

Section 3: Grievance Continuation

Grievances which are not appealed within the time limits specified herein shall be considered to be settled on the basis of the Employer's last answer. If the Employer fails or neglects to answer a grievance within the time limits specified herein, the grievance shall automatically be referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual written agreement between the Employer and the Union.

Section 4: Grievance Settlements

Any settlement arrived at between the Employer and the Union of a grievance will be reduced to writing in duplicate and signed by the Employer and the Union. Michigan Education Association will receive one (1) copy and the Employer will retain one (1) copy of such settlement.

Section 5: Grievance Time Limits

Wherever the words "Regularly scheduled working days" are used in this Agreement, they shall be defined as those days which are scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

Section 6: Suspension or Discharge

In the case of a suspension or discharge of a bargaining unit employee, the grievance procedure shall commence at the Second Step.

ARTICLE IV - EMPLOYEE DISCIPLINE

Employees shall be disciplined (including warning, reprimand, suspension and/or discharge) only for just cause. The Employer and the Union subscribe to the concept that any disciplinary action taken shall be appropriate to the behavior which precipitates said action. In instances in which disciplinary action may be appropriate, the employee shall be notified that an investigation concerning his/her conduct is underway and that disciplinary action may result. Any disciplinary action taken which is claimed to be unjust may be subject to the grievance procedure. In all

cases of discipline, the Employer shall promptly notify the Union Steward in writing. During the investigatory period, the employee may be requested to answer questions as propounded by the employer, provided however, the employee shall be informed that he/she is entitled to Union representation before answering any questions. In the event it should be decided at arbitration that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation for time lost from work due to such discipline as determined by the arbitrator, which compensation, if any, shall be at the employee's contractual rate of pay, less such compensation as he/she may have earned at other supplemental employment, or compensation provided through Social Aid programs or Unemployment Compensation during such period.

ARTICLE V - SENIORITY

Section 1: Definition of Seniority

(a) Seniority shall be defined as an employee's length of continuous service with the Employer which shall be from his/her most recent date of hire. For the purposes of this Section "date of hire" shall be the date the employee first reported for work and received pay pursuant to the instructions from the Employer.

(b) Temporary employees shall be defined as those employees who are hired for a specific job for a period of time which shall not exceed sixty (60) actual work days, unless mutually agreed between the parties hereto to extend said time limit, it being understood that it is in no way the intent of the Employer to use these employees to displace regular employees or bargaining unit work.

(c) Part Time Employees: Part Time Custodial Employees shall be defined as permanent regularly scheduled employees, normally working less than forty (40) hours per week.

(d) Use of Substitute Employees: Substitute custodians shall be called on the first absence of a regular employee due to illness, leaves of absence, vacation, worker's compensation, or other leave or disability.

Section 2: Probationary Period

All new employees shall be probationary employees for the first seventy-five (75) work days since their most recent date of hire.

The Employer agrees to notify the Unit Chairperson in writing of the new employees and the date they are hired at the same time the Payroll Department is notified.

(a) During the probationary period the employee shall have no seniority status or rights under this contract and may be laid off or dismissed from employment in the discretion of the Employer without regard to his/her relative length of service.

(b) Upon satisfactorily completing his/her probationary period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.

Section 3: Seniority List

The Employer will maintain up-to-date seniority lists, copies of which shall be posted on the appropriate bulletin board in each building by October 1 and March 1 of each year. The seniority lists will provide the names of all employees of each unit entitled to seniority who have completed their probationary period, classification and date of hire: i.e., most senior employee at the top of the list. If two (2) or more employees have the same hiring date, their names will appear on the seniority list alphabetically by the first letter or letters of their last names. The Employer further agrees to provide the Chapter Chairperson with a copy of the seniority list and an additional copy to be sent to the Michigan Education Association/NEA on the same day they are posted and changes as they occur. The Chapter Chairperson and Michigan Education Association/NEA copies of the seniority list and changes as they occur shall include the employee's address on record with the Employer.

Section 4: Termination of Seniority and Employment

An employee's seniority and employment shall terminate if he/she:

(a) Quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.

(b) Is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.

(c) Following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) calendar days after a written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Employer or having notified the Employer of his/her intent to return, fails to do so within ten (10) calendar days after such notice is sent or upon the day established by the Employer for his/her return, whichever is the latter.

(d) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence,

in writing, satisfactory to the Employer that it was impossible for him/her to return to work at the expiration of such leave or vacation.

- (e) Is laid off for a continuous period of eighteen (18) consecutive months.
- (f) Is absent from work for six (6) working days, in addition to the employee's sick leave days within any ninety (90) calendar day period, excluding approved leaves of absence.
- (g) Notwithstanding the above, this Section shall not be deemed to include all grounds for discharge.

Section 5: Employee Layoffs

(a) When it becomes necessary to lay off employees due to lack of work or funds, temporary employees, and probationary employees shall be the first to be laid off provided there are employees with seniority who are available and can satisfactorily perform the available work with a break-in period but without training. Thereafter, the employees in the affected job classification at the work location or building affected with the least job classification seniority shall be the ones laid off provided senior employees in the job classification are available and can satisfactorily perform the required work of such laid off employees with a break-in period but without a training period. In the event there are no employees with more job classification seniority who are available and can satisfactorily perform the available work of those scheduled for layoff, then the junior employee or employees in such job classification shall be retained, and the next least junior employee or employees shall be laid off.

(b) No bargaining unit member shall be given less than seven (7) calendar days' notice prior to the effective date of the layoff unless it is a temporary situation (i.e., does not exceed five (5) working days). Within two (2) working days after receipt of notice of layoff, an employee may exercise his/her unit seniority to replace a less senior employee within a different job classification or in the same job classification if the laid-off employee has greater job classification seniority, provided the senior employee can satisfactorily perform the available work with a break-in period but without training. Employees thus displaced from a job classification shall be entitled to exercise the same right.

(c) The Chapter Chairperson shall receive a list of the names of the employees being laid off within two (2) working days after notice of layoff is given to the employees.

Section 6: Employee Recalls

When employees are recalled to work following layoffs, they shall be recalled to the job classification from which they were initially laid off. The laid off employees with the most job classification seniority who can satisfactorily perform the work involved with a break-in but without training period shall be the first to be recalled.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given five (5) calendar days after receipt of notice to notify the Employer of his/her intent to return to work. Once having notified the Employer of his/her intent to return, the bargaining unit member must do so within ten (10) calendar days after such notice was sent or upon the day established by the Employer for his/her return, whichever is the latter. The Employer may fill the position on a temporary basis until the recalled bargaining unit member reports for work.

Section 7: Super-Seniority

(a) In positions or jobs normally considered less than twelve (12) months or full year positions: i.e., summer school or temporary programs, super-seniority shall not apply.

Notwithstanding their position on the seniority list, the President, Vice-President, Secretary, and Treasurer of the Local and the Chapter Chairpersons of the Bargaining Unit shall, in the event of a layoff for lack of work or funds, be continued at work so long as there is a job in their respective bargaining units which they have the then present ability to satisfactorily perform. It is understood and agreed that such Union representatives shall be required to exercise their actual seniority under the terms of this Agreement until such time as such actual seniority will no longer permit them to remain at work, at which time the super-seniority provided for in this subparagraph may be invoked.

(b) Notwithstanding their position on the seniority list, during the period of their elected position, stewards shall, in the event of a layoff for lack of work or funds, be continued at work so long as there is a job in their bargaining unit which they have the then present ability to satisfactorily perform and shall be recalled to work following a layoff on the first open job within that unit for which they have such ability. It is understood and agreed that in the event of a

curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit them to remain at work in their bargaining unit at which time the super-seniority provided for in this paragraph may be invoked.

(c) The Association agrees to indemnify and save the Employer, including individual School Board members, representatives of the Board or employees of the Board, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay, unemployment compensation benefits and all court costs or administrative agency costs incurred by the Employer that may arise out of or by reason of an action(s) of the Employer or its representatives for the purpose of complying with Section 7(a) or (b) of this Article so long as the Employer notifies the Association of any above-named action brought against it in a timely fashion which does not jeopardize any contractual, administrative or judicial time limit.

Section 8: Positions Outside the Bargaining Unit

In the event an employee accepts a supervisory position not included in the bargaining unit and is thereafter returned to an open position within the bargaining unit, he/she shall not have accumulated seniority while working in the position to which he/she was transferred after sixty (60) working days. If the employee returns to the bargaining unit after one (1) year in a supervisory position, the returning employee will be placed at the bottom of the seniority list upon his/her return. Employees returned to the Bargaining Unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, except seniority.

Section 9: Light Duty Positions

An employee who, because of disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he/she occupies, upon written approval from his/her physician, may be assigned, irrespective of seniority, to a job he/she is capable of satisfactorily performing. In the event the employer creates a light duty position, so as to assign an employee who falls within the provisions of this Section, the employer shall not be required to post such position. However, in the event the employer creates such a light duty position, no bargaining unit member shall suffer lay-off or a reduction in working hours as a result.

Section 10: Run Assignments for Operating Division

Run assignments shall be made by the Coordinator of Transportation.

A regularly assigned run shall be defined as a group of runs that equal twenty-five (25) hours or more per week and the duration is for the entire school year. The Employer agrees to schedule regularly assigned runs to the extent the employer deems practical, it will maximize the number of full time positions. Consistent with the above goal, the Employer shall, in its sole discretion, establish weekly run schedules for assignment of drivers. Drivers shall select regularly assigned group runs based upon their individual seniority. Any remaining work will be assigned in accordance with the applicable contract provisions.

(a) The Employer and Union agree that in the event a run has a schedule split of fifteen (15) minutes or greater, the driver shall not receive pay for said split time.

(b) In the event regular drivers report for work and school is subsequently canceled, they shall receive a minimum two (2) hours' pay or the maximum of time spent on the job whichever is greater.

(c) Field trips shall be defined as those which are requested by a school or other organization, not being regularly scheduled, excluding weekend trips and trips required by Coloma or Eau Claire Districts.

(1) There shall be established four (4) field trip rosters. All field trips will be assigned each school year from a roster of names listed in order of seniority for all drivers.

(2) Definitions

Week day trips scheduled after 12:00 midnight Sunday through 12:00 midnight Thursday

Short trips – trips of four (4) hours or less

Long trips – trips of more than four (4) hours' duration

Weekend trips are scheduled after 12:01 a.m. on Friday through 11:59 p.m. Sunday

Short trips – trips of four (4) hours or less

Long trips – trips of more than four (4) hours' duration

Daily Extra Work – work that becomes available with less than 24 hours' notice.

(3) At the beginning of each semester, there shall be posted a roster for all field trips, as defined above, and each driver shall sign those rosters for field trips he/she is interested in taking. A list of field trips will be posted normally at least 42 hours in advance of the trip. Drivers will be assigned to each trip on a rotational basis from the roster.

(4) Each driver will check the postings at least twice each day, at the end of the morning and afternoon runs. When a driver has been assigned a trip he/she must sign the appropriate "yes" or "no" column within 18 hours of the time he/she was assigned to the trip. The date and time must be included with the "yes" or "no" signing. If the assigned driver has not signed the appropriate "yes" or "no" column within the 18 hour period, the supervisor or dispatcher will write his/her name in the "no" column and the trip will be assigned to the driver due the next assignment from the appropriate roster.

(5) When a driver has signed the "yes" column, he/she becomes obligated to drive the trip. Drivers who signed "yes" to a trip and later wish to remove the "yes" and sign "no" to that same trip must have the change initialed by a supervisor.

(6) Drivers shall be given first opportunity to make the field trips on a rotating basis by seniority. In the event a field trip is not taken by the driver first offered as defined in paragraph (4) in this Section, the Coordinator of Transportation or designee shall assign the trip to the next available driver according to seniority. To qualify for a field trip assignment, the employee must have worked the preceding regularly scheduled work day. If the employee did not work the preceding day, the trip will still be credited to the driver for the purposes of rotation.

(7) Drivers will be asked, on a rotating basis by seniority, to do extra daily work that occurs with less than 24 hours' notice. The rotation list will be posted daily for driver review. A driver will be permitted to forfeit a previously scheduled trip in order to accept a trip that occurs with less than 24 hours' notice. Otherwise, a driver accepting a trip that occurs with less than 24 hours' notice will not be charged on the weekday and weekend trip roster lists.

(8) In emergency situations when there is insufficient time (less than 15 minutes) to contact a driver on the rotation list, the Transportation Coordinator or his/her designee may assign the work to available drivers on site, regardless of their place on the list.

(9) Week-end field trips which are connected with the school curriculum and are within the Twin Cities area or to a transfer school district under the desegregation order shall not be considered a week-end trip for the purposes of this Agreement and shall not be considered a week-end run for roster time.

(10) In the event a driver is scheduled to make a field trip which is canceled two (2) hours or less prior to scheduled departure time, he/she shall receive an equivalent alternate trip to

the one that was originally scheduled or one (1) hour's pay at his/her regular hourly rate, at the driver's option.

(11) All drivers may be called upon to do extra work when necessary, including Sundays and holidays. However, said work shall not be required if it will result in the driver not having one day off during the week. Such extra work will be paid at the employee's applicable rate of pay.

Section 11: Temporary Transfers

In the event the Employer chooses not to use a substitute employee, the Employer shall have the right to temporarily transfer employees from one job to another job irrespective of their relative seniority status to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the duration of such absences. Such temporary transfer shall not exceed thirty (30) working days. The Employer shall have the right to temporarily transfer employees to fill temporary jobs and take care of unusual conditions or situations in excess of thirty (30) working days provided the senior employees in the affected job classification are offered the transfer first, which may arise for a period of not to exceed ninety (90) working days. Temporary transfers shall not be used to avoid the posting of a permanent opening or vacancy. However, nothing herein contained shall be construed to prohibit the Employer from temporarily transferring employees to fill posted jobs from the time the posting goes up or until the time the successful bidder's trial/probationary period is over and he/she is permanently assigned thereto. A bargaining unit member's pay rate shall not be reduced as a result of being temporarily transferred.

Section 12: Filling of Vacancies

(a) The filling of vacancies and newly created jobs within the bargaining unit shall be made on the basis of qualifications and seniority. Job vacancies will be posted for a period of seven (7) calendar days setting forth the job description and qualifications for the position, location, and shift in a conspicuous place in each building. Employees who are interested shall apply in writing to the Assistant Superintendent for Human Resources/Labor Relations within the seven (7) calendar days posting period. The senior employee applying for the vacancy who meets the job qualifications shall be granted a trial period of thirty (30) days actually worked to determine his/her ability to satisfactorily perform the job, or his/her desire to remain on the job. The judgment of the Employer is controlling as to the qualifications necessary to perform the job. In

the event the senior applicant is denied the position and disagrees with the decision of the Employer, he/she shall have the right to grieve. Vacancies shall be posted internally, and all internal applicants shall be reviewed and evaluated, prior to the employer posting such vacancies to the general public.

Notwithstanding the above, the District subscribes to a general philosophy of encouraging promotions of qualified employees from within to positions at higher levels of skill, responsibility and compensation. The District will counsel, encourage and assist members to show initiative and become qualified for advancement, through means that do not incur a cost or financial obligation to the District. In its discretion, the District may consider substantial periods of time spent by a bargaining unit member working in a higher classification/skill level position on a temporary basis when assessing a member's qualifications for advancement.

(b) If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee or if the employee requests to be relieved during the trial period he/she shall be returned to the step of the wage schedule of the classification he/she left.

(c) During the trial period, employees will receive the rate of pay of the job they are performing.

(d) Employees awarded work in a higher classification shall be paid the rate of the higher classification at his/her seniority level.

(e) No later than twenty-one (21) calendar days prior to the start of each regular school year, the Employer shall post notice of all vacancies and newly created jobs that occurred during the summer break on the Service Center Bulletin Board and other job sites. Notice of all vacancies and newly created jobs and the filling thereof shall be in accordance with (a) of this section.

(f) The Employer agrees to provide the Union's Chapter Chairperson with a copy of each posting, a list of the names of the employees who bid for the job and to whom the job was awarded, if it was awarded, within ten (10) calendar days after the posting period.

(g) Employees who have been awarded a transfer as above provided within their classification only for a building or shift change shall be ineligible thereafter to bid again within their classification for three (3) months.

(h) Custodial or Security Group Leader.

Any vacancy for the position(s) of Custodial or Security Group Leader (if staffed) will be posted District-wide and the most senior qualified applicant within the respective occupational

unit (Custodians or Security Officers, as applicable) will be awarded the position. Bargaining Unit members holding positions outside of the occupational unit in which the Group Leader vacancy occurs are not eligible to be awarded the position. The District retains the right to determine, in its discretion, the qualifications for any Group Leader position based on its needs at the time of the vacancy

(i) Summer Assignments.

(1) Bus driving assignments during the summer school period shall be given to the drivers who desire such assignments with the greatest amount of seniority and who are qualified and can satisfactorily perform the assignments. No fringe benefits shall be paid for summer employment. A steward shall hold one of the summer positions.

(2) Bargaining unit members who sign up to work in summer substitute positions other than bus driving assignments shall be given preference over non-bargaining unit members in being selected for assignments provided the Employer determines that all factors between the candidates are equal. The terms and conditions for such employment shall be as determined by the Employer for a substitute employee. Notice of available summer positions will be included with the paycheck of bargaining unit members during the last week of the school year. Employees who are interested in summer custodial work must complete a one-day orientation session.

Section 13: Request for Run Assignments

The Employer shall post regularly scheduled assigned group runs for bidding within five (5) working days whenever the group of runs meets the conditions as set forth in subparagraph (a), (b) or (c) below:

(a) An existing temporary assignment has been in effect for ninety (90) days or more, from and after October 30th of the school year.

(b) In the event that permanent changes are made in the run schedules, routes, or route mileage that cause a change in hours worked of more than thirty (30) minutes daily.

(Employees who are on a leave of absence and not expected to return within thirty (30) working days from the date the bid board is last posted shall not be eligible to bid. Upon return such driver shall be assigned by the Coordinator of Transportation or designee to the first available vacancy.)

(c) When a group of runs become open due to termination or other leave from employment, that group, which shall not be split, shall be posted for selection by seniority. The group of runs that is vacated by the reassignment shall be posted until all vacancies are filled.

Section 14: Selection of Regularly Assigned Group Runs

Whenever an assignment of group runs has been made in accordance with the provisions of Sections 10 and 13 above of this Article, all regularly assigned group runs together with a seniority list of all full time drivers shall be posted at least five (5) regularly scheduled working days and not more than ten (10) regularly scheduled working days before the new schedule goes into effect. The regularly assigned group runs shall be posted two (2) regularly scheduled working days for inspection. Selection of runs shall begin on the third regularly scheduled working day after posting of such assignments. The selection of runs shall be according to seniority and shall be made in the following manner:

- (a) The Employer shall establish a schedule, based on ten (10) minute intervals, beginning with the most senior driver, for drivers to select group runs. This time shall be posted with each assignment of runs.
- (b) Drivers occupying positions 1-35 on the seniority list shall sign the bid board on the first regularly scheduled day. Drivers occupying positions 36 or below on the seniority list shall sign the bid board on the second regularly scheduled day.
- (c) The employer shall re-bid all runs after the fourth Friday count date, but not later than the workday after October 31st of each school year. All runs shall be re-bid during the first part of January of each school year with such rebid runs being effective the first school day of the second semester of such school year. All drivers shall bid on the runs in accordance with the provisions of subparagraphs (a) and (b) herein.
- (d) Any driver who fails to bid or fails to show for the bidding procedure in accordance with the time limits above described shall be assigned by the Coordinator of Transportation or designee and union steward to the next higher run at the end of the appropriate interval period.
- (e) A total of 30 minutes per day will be added to each employee's group of bus runs to cover pre-trip and fluid level checks.

Section 15: Vacancies

A vacancy shall be defined as an opening for a Transportation Unit employee and not as an assignment of a group of runs or other internal assignment of work.

Section 16: Substitute Priority

A laid-off bargaining unit member shall, upon written application, be granted priority status for temporary or substitute assignments in his/her job classification according to seniority. If a laid-off bargaining unit member accepts such an assignment, he/she shall receive his/her pre-layoff regular rate of pay but not be entitled to any other benefits, unless the assignment exceeds ten (10) consecutive work days. The return of a bargaining unit member to work on a temporary/substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for the purpose of Article V, Section 4(e).

ARTICLE VI - NEWLY CREATED JOBS

If, during the life of this Agreement, a new job classification is created by the Employer or a substantial alteration in the job content of an existing job classification is effected by the Employer, a temporary rate range for the new or altered job classification shall be established by the Employer and the Union will be promptly notified in writing as to the effective date of the temporary rate. If no objection to the rate range thus set is registered with the Employer within ten (10) calendar days after the temporary rate range has been set, such rate range shall become permanent. If the Union contends that the temporary rate range is inadequate, it shall serve a written notice upon the Employer within such ten (10) day period of its desire to negotiate with respect to the rate range. If a mutually satisfactory rate range has not been arrived at within fifteen (15) days after such written notice has been served on the Employer, the issue shall be considered as a grievance and processed under the grievance procedure (including arbitration) starting at the Third Step thereof. In the event the rate range is changed through the above referred to negotiations or grievance procedure, the rate range thus arrived at shall become effective as of the date on which the temporary rate range has been established.

ARTICLE VII - STRIKES AND LOCKOUTS

Section 1: Strikes

The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. Any employee, group of employees, or Union Steward who instigates, aids, or engages in a strike, slowdown, or any other concerted interference with the operations of the Employer may be reprimanded, disciplined, or discharged.

Section 2: Lockouts

The Employer agrees that it will not lockout the employees.

ARTICLE VIII - SAFETY AND HEALTH

Section 1: Physical Exams

As a continuing condition of employment, each employee may be required to satisfactorily pass an annual physical examination given by a physician designated by the Employer. The Employer may require a physical or psychological exam to be given by a physician designated by the Employer at the Employer's expense.

Section 2: Safety Provisions

The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices or equipment as is reasonably required thereby. Every employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.

Section 3: Safety Committee

A safety committee composed of the three (3) Chapter Chairpersons, one from each of the service employees bargaining units and the Coordinator of Transportation, Coordinator of Maintenance, Coordinator of Security, and the Group Director of Operations/Facilities shall be instituted. This committee shall meet at least once on a quarterly basis to discuss and resolve matters of safety concerns.

Section 4: Accident Reports

Employees must immediately report to the Employer all accidents or injuries sustained by students or themselves or in which a vehicle entrusted them is involved. Employees shall be required to fill out report forms made available by the Employer.

Section 5: Accident Review Board

This Board will include the Chapter Chairpersons or designees from the affected bargaining units, the President of the bargaining unit, two (2) persons selected by the Coordinator of Transportation, the Coordinator of Transportation and the Group Director of Operations/Facilities.

- (a) The Accident Review Board will meet as needed. Members of the Accident Review Board shall be duly notified in writing of the meeting time and place.
- (b) The Accident Review Board shall review the accident report, and make any necessary investigation and suggested corrective action to avoid a similar occurrence.
- (c) Employees involved in an accident will be notified in writing of the Accident Review Board's determination of whether the accident was a chargeable one and such notification shall become part of the driver's personnel file.
- (d) Bargaining Unit members shall not have a vote in determining whether the accident was a chargeable offense.
- (e) This Section shall apply to all bargaining units which are enumerated in Article II, Section 1 of this Agreement.

ARTICLE IX - UNPAID LEAVES OF ABSENCE

Section 1: Disability Leaves

An employee who, because of illness or non-duty accident, is physically unable to report for work may, upon the expiration of all sick leave credits available or leave covered by the Family and Medical Leave Act (FMLA), whichever occurs later, request a disability leave of absence and he/she shall be given a leave of absence without pay or benefits and without loss of seniority until the employee is certified by his/her physician that he/she is capable of returning to work in the job classification to which he/she was assigned. Provided however, such disability leave shall not exceed a period of eighteen (18) months. Provided further, the employee first promptly notifies the Employer of the necessity for such leave with a certification from a physician setting forth the necessity for such leave and further that he/she supplies the Employer with certification from a physician of the necessity for the continuation thereof when the same is requested by the Employer. In the event the employee cannot satisfactorily perform the duties of the job classification to which he/she was assigned, the Employer may place such employee into a light duty job as provided for in other Sections of this contract.

- (a) If such employee is able to return to work within sixty (60) working days following the start of such leave, he/she shall be reemployed in his/her former position and shift.
- (b) If such employee is not able to return to work until after sixty (60) working days following the start of such leave, he/she shall be reemployed in his/her former position, if

available, or in another position of equal or lower pay for which he/she has the seniority to replace the least senior employee within the classification affected.

(c) To be eligible to return to work after a leave of absence, an employee must provide the Employer with a certification from a physician that he/she is able to return to work and perform the duties of the job classification to which the employee is assigned.

(d) "Physician" shall be defined as a practitioner of medicine, including chiropractic science, provided, however, if the Employer has reason to question an employee's certification from a physician, the Employer may require the employee to take a physical or psychological exam to be given by a physician designated by the Employer at the Employer's expense. If after such physical or psychological exam there is a dispute, the employee will receive a physical or psychological exam by a physician, excluding chiropractic science, mutually selected by the Employer and the Union. The decision of the physician selected by the parties shall be binding. The fee for the physician selected by the parties shall be shared equally by the Employer and the Union.

(e) Pursuant to the Family and Medical Leave Act of 1993, as amended, an eligible employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- a. Birth, adoption, or foster care placement of an employee's child;
- b. Serious health condition of an employee's spouse, child, or parent;
- c. The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave under this act shall be returned to his/her previous position or equivalent position. All leaves shall be granted only in accordance with federal regulations.

Section 2: Union Business Leaves

Members of the Union elected to attend functions such as conventions, or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions provided two (2) weeks advance notice is given to the Employer. The total cumulative time allowed shall be three (3) weeks in any fiscal year. Such leave shall only be granted if in the judgment of the Group Director for Operations/Facilities, the employee can be spared from work during the time the leave is requested, subject to the grievance procedure.

Section 3: Military Leaves

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provision of the act granting such rights of reinstatement.

ARTICLE X - PAID LEAVES OF ABSENCE

Section 1: Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from his/her employment with the Employer on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of sixty (60) days in any calendar year. In order to receive the payment above referred to, an employee must give his/her immediate supervisor or representative designated by the Employer, whichever is applicable, prior notice that he/she has been summoned for such jury duty and the days which he/she claims such payment. If an employee is subpoenaed to court for school related business, it will be at no loss of pay to the employee.

Section 2: Funeral Leave

All employees who, at the time, have completed their probationary period shall, upon presentation to the Employer of proof of attendance, receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits.

However, payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and/or grandchildren. In the case of death of employee's then current spouse, son, or daughter, the above mentioned funeral leave shall be

five (5) days. Seven (7) additional days leave of absence may be taken provided the employee has sufficient unused sick leave credits accumulated.

Section 3: Workers' Compensation Supplement

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act, shall be entitled to use accumulated sick leave in one-half (½) day increments to make up the difference between the benefits allowed under the Workers' Compensation Act and his/her regular weekly income for the duration of the illness, until said sick leave is exhausted. Such use of sick leave supplement shall not exceed the total equivalent of what he/she would have received in daily pay based on his/her normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an Employee is on Worker's Compensation. Provided, however, the Employer shall continue the Employee's health insurance benefits (if applicable) until such time as the Employee's accumulated sick leave is exhausted.

An employee who is receiving worker's compensation benefits may be assigned, irrespective of seniority, to a job he/she is capable of satisfactorily performing. In the event the Employer creates a position so as to assign an employee who falls within the provisions of this Section, the Employer shall not be required to post such position.

ARTICLE XI - SICK LEAVE

Section 1: Earning Sick Leave

For employees who qualify therefore, paid sick leave shall be earned and accumulated on the basis of one (1) day per month for each month the employee works. For employees in the Transportation Unit who are engaged in summer employment such earning and accumulation of sick leave shall not apply. Except as provided in Section 5 of this Article, unused sick pay credit shall accumulate from year to year without limit. A record of sick leave accrued through June 30 of each year shall be given to the employee by October 1 each year.

For the purposes of this Section, one month's work shall be defined as a minimum of ten (10) regularly scheduled work days.

Section 2: Qualifications for Sick Leave Pay

In the event an employee is going to be unavailable for work, he/she shall call a telephone number established by the Employer as early as possible but not later than one (1) hour prior to the employee's established reporting time. An answering machine shall be provided for these calls. Once an employee has reported as being unavailable for work, it shall be the responsibility of the Employer to arrange to have his/her job performed if the Employer deems it necessary. It shall be the responsibility of the employee to call the number established by the Employer before the close of the normal business day, the day preceding his/her return in order that work schedules and assignments can be properly made. The failure of an employee to timely notify the Employer of his/her unavailability for work so that proper arrangements can be made shall result in the regular employee losing a day's pay. If an employee becomes ill during his/her work hours, he/she shall promptly notify the immediate supervisor or representative designated by the Employer, whichever is applicable, or call a designated telephone number so that arrangements may be made to cover his/her absence. Definition: an illness event shall be defined as being away from work for one or more days for that illness or injury.

(a) The Employer may require a medical doctor's statement to support the necessity for more than three (3) separate events of sick leave absences per year and/or to certify that the employee is physically and/or mentally able to return to duty at the conclusion of such illness or accident related injury. If the doctor's statement is required, the employee will be notified in writing in advance that in the future it will be required, and it must state the cause of such absence, confirm the necessity therefore and, before the employee resumes his/her normal duties, must state that the employee is physically able to return and to perform his/her job duties.

(b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 3: Other Use of Sick Leave

Qualified employees who furnish proof satisfactory to their immediate supervisor may use accumulated paid sick leave subject to the following limitations:

(a) Leaves for critical illness of a member of an employee's immediate family shall be available for a period of not to exceed ten (10) regularly scheduled working days per fiscal year, unless his/her immediate supervisor grants him/her additional time off from work.

(b) Leaves for dental and/or doctor appointments that could not be made for times other than during regular duty hours, provided the employee notifies his/her immediate supervisor in writing as soon as the appointment is made.

(c) Leaves for the purpose of attending the funeral of a relative other than a member of the employee's immediate family as defined by Article X, Section 2, shall be available for a period of not to exceed five (5) days per calendar year, provided the employee furnishes proof of attendance, if required.

Section 4: Business Leave

An employee who has completed six or more months of continuous service since his/her last hiring date may utilize up to two (2) unused accumulated sick leave days per fiscal year when a dire business necessity arrives and it is imperative that the employee's presence is required away from the school property and such business matters cannot be arranged outside the employee's normal work day subject to the following:

(a) The request for time off is submitted in writing on a form provided by the Employer to the immediate supervisor or representative designated by the Employer, whichever is available, who shall review the request and forward it to the Assistant Superintendent for Human Resources/Labor Relations for his/her approval. The request must be filed in advance of the desired time off so that it reaches the Assistant Superintendent for Human Relations/Labor Relations at least five (5) school days before the intended date of absence in order for the request to receive consideration and if approved, the necessary arrangements can be made. Emergency requests will be given consideration and if approved they will be granted as soon as possible.

(b) Except in emergency situations as determined by the Superintendent, such business leave will not be permitted on the last school day prior to or the first day following a holiday, school recess, or the day before or the day after parent-teacher conference days or inservice days.

Section 5: Sick Leave Payment

Whenever paid sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits. For the purpose of this Article, pay for one or more days as herein provided shall be defined as the actual number of hours the employee is regularly scheduled to work on the day the employee would have otherwise worked but for the sick leave. Sick leave payments made hereunder shall be pro-rated in no less than half day increments.

Section 6: Merit Awards

Effective as of the 2004-2005 school year, active employees on the payroll as of December 1 may, on a once-a-year basis, elect to convert up to a maximum of ten (10) accrued but unused sick leave days into a year-end merit award at the rate of \$20 per day. To be eligible for such a merit award, the employee must maintain a balance of at least fifteen (15) accrued sick leave days remaining in his/her account after the conversion of sick days. A request for a merit award payment shall be given to the Employer in writing and be signed by the employee no later than December 1 of each calendar year. Payment of the merit award shall be made during December. Employees who retire, resign or are terminated are not eligible for the year-end bonus.

ARTICLE XII - HOLIDAYS

Section 1: Scheduled Holidays

For employees who qualify, the following days shall be recognized and observed as paid holidays:

- (a) Custodian/Maintenance/Security Officers (if scheduled to work).
 - Two (2) days at New Year's
 - Martin Luther King Day
 - President's Day
 - Good Friday (according to School Calendar)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Two (2) days at Thanksgiving
 - Two (2) days at Christmas
- (b) Bus Drivers.
 - Two (2) days at New Year's
 - Martin Luther King Day
 - President's Day
 - Good Friday (according to School Calendar)
 - Memorial Day
 - Labor Day
 - Two (2) days at Thanksgiving

- Two (2) days at Christmas
- (c) Bus Monitors
- One (1) day at New Year's
- One (1) day of Thanksgiving
- One (1) day at Christmas

Section 2: Holiday Eligibility Requirements

To be eligible to receive holiday pay, an employee must have completed his/her probationary period and must have worked his/her regularly scheduled work day preceding the holiday and his/her regularly scheduled work day following the holiday, (1) unless such day or days occur during the employee's regularly scheduled vacation period, (2) unless such employee was excused in writing by the immediate supervisor or representative designated by the Employer, whichever is applicable, for legitimate reasons from working part or all of the hours he/she was scheduled to work on such days or (3) an appropriate doctor's excuse is provided.

Section 3: Holiday Pay

For the purpose of this Article, pay for one or more days as herein provided shall be defined as the number of hours the employee is regularly scheduled to work.

ARTICLE XIII – VACATIONS

A. CUSTODIAN/MAINTENANCE

Section 1: Vacation Schedule

The following vacation plan shall be effective during the life of this Agreement:

(a) Full-time employees who, as of their anniversary date, have completed one (1) but less than two (2) years of continuous service with the Board since their last hiring date shall receive five (5) days vacation with pay.

(b) Full-time employees who, as of their anniversary date, have completed two (2) but less than seven (7) years of continuous service with the Board since their last hiring date shall receive ten (10) days vacation with pay.

(c) Full-time employees who, as of their anniversary date, have completed seven (7) or more years of continuous service with the Board since their last hiring date shall receive fifteen (15) days vacation with pay.

(d) Full-time employees who, as of their anniversary date, have completed twenty (20) or more years of continuous service with the Board since their last hiring date shall receive twenty (20) days vacation with pay.

Section 2: Vacation Eligibility Requirements

To be eligible to receive vacation time off with pay an employee must be a regular full-time employee. In the event of unpaid absences, vacations shall be pro-rated.

Section 3: Scheduling Vacations

An eligible employee may take his/her vacation at any time following his/her anniversary date in which the vacation was earned provided, in the judgment of the Group Director of Operations/Facilities, he/she can be spared from work at the time of his/her choice. Requests for vacation time off must be made at least two (2) weeks in advance of the start of such vacation unless otherwise approved by the Group Director of Operations/Facilities.

(a) Vacation days which remain unused at the end of an employee's vacation year may be carried over or cashed out as follows:

<u>Eligible Employees</u>	<u>Maximum Number of Days That Can Be Carried Over</u>	<u>Maximum Number of Days Days that Can Be Cashed Out</u>
Employees receiving 15 vacation days per year	5	5
Employees receiving 20 vacation days per year	10	10

(b) To be eligible to cash out vacation days, an employee must submit a written request to the Assistant Superintendent for Human Resources/Labor Relations. Vacation days may be cashed out at the employee's rate of pay for the actual number of hours the employee is regularly scheduled to work and payment will be made within ten (10) work days of the Employer's receipt of a written request.

(c) Other than as provided in (b) above, full-time employees must take their vacation time off in order to be eligible to receive vacation pay.

Section 4: Vacation Rescheduled

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled upon receipt of evidence from such physician. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation in accordance with Section 3 above.

Section 5: Vacation Pay Upon Severance of Employment

If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits, or is discharged on or AFTER his/her anniversary date upon which he/she earned vacation pay without having received the same, such employee shall receive, along with his/her final paycheck, the vacation pay for which he/she has earned to date of termination.

B. BUS DRIVERS

Section 1: Vacation Pay

All bus drivers hired prior to August 1, 2002 who have completed their probationary period and have worked the last day of the school year will receive pay in lieu of vacation time off. The amount of pay shall be two percent (2%) of the employee's annual earnings upon the completion of one (1) school year of continuous service, four percent (4%) of the employee's annual earnings upon completion of two (2) years of continuous service, and six percent (6%) of the employee's annual earnings upon completion of six (6) years of continuous service. In order to receive the pay above referred to, it is understood the employee must actually work the last day the Bus Driver employees are scheduled to work unless: (1) the employee is excused by the Coordinator of Transportation; (2) the employee is sick and presents a doctor's certificate attesting to the illness; or (3) due to an injury or act of God which requires the employee to remain away from work. It is understood and agreed that bus drivers who are engaged in summer employment shall not have such pay received for summer employment calculated for vacation pay purposes. In the event of unpaid absences, vacations shall be pro-rated.

Section 2: Vacation Pay Upon Severance of Employment

If an employee, who is otherwise eligible for a vacation with pay, dies, retires, quits, or is discharged on or AFTER his/her anniversary date upon which he/she earned vacation pay

without having received the same, such employee shall receive, along with his/her final paycheck, the vacation pay for which he/she has earned to date of termination.

C. SECURITY OFFICERS

Section 1: Vacation Pay

Full-time Security Officers who, as of their anniversary date, have completed one (1) year of continuous service with the Board since their last hiring date shall receive one (1) week vacation pay or three percent (3%) of the employee's annual earnings, whichever is greater, in lieu of taking vacation time off. In the event of unpaid absences, vacations shall be pro-rated.

ARTICLE XIV - WAGES AND HOURS

Section 1: Appendix A

The job classification and applicable rates of pay are set forth in Appendix A attached hereto, and by this reference become a part hereof and shall remain in full force and in effect for the duration of this Agreement.

Section 2: Work Day and Work Week

A. Bus Drivers/Bus Monitors

(1) The normal work day shall consist of total hours per routes as arranged by the Employer prior to the beginning of each academic year, Monday through Friday, in accordance with the school calendar as established by the Employer. It is understood that the routes may be changed or rearranged during the school year by the Employer after consulting with the Chapter Chairperson and Steward of the foregoing.

(2) Each employee is expected to be at his/her place of assignment at the starting time as established by the Employer.

B. Custodians/Maintenance & Security Officers

The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours Monday through Friday both inclusive. However, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work per day or forty (40) hours of work per week.

(1) First shift custodians shall be granted a one (1) hour unpaid lunch period at or near the mid-point of their workday. First shift maintenance shall be granted a one-half (½) hour

on site paid lunch period at or near the mid-point of their work day. Security Officers are entitled to the schedule established for first shift maintenance employees.

(2) Second and third shift custodial/maintenance employees shall be granted a one-half (½) hour paid lunch period at or near the mid-point of their work day. Those employees on a one-half (½) hour paid lunch period shall remain available for work call on site during such lunch period.

(3) All employees are expected to be at their assigned work site at the starting time of their shift.

(4) It is understood and agreed that if the third shift starts on Sunday night it shall be construed to have been worked in its entirety on Monday, or if it ends on Saturday morning it shall be construed to be worked in its entirety on Friday for the purposes of this Agreement.

(5) All employees shall be entitled to a fifteen (15) minute on site break period at or near the mid-point of the first half of their work day and a fifteen (15) minute on site break period at or near the mid-point of the second half of their work day. It is understood and agreed that timing of the lunch and/or break periods may vary depending on the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. The lunch and break periods shall apply to employees who are regularly scheduled to work six (6) or more hours per day.

(6) In the event of a scheduled shift change for a custodial/maintenance employee, the Employer shall give five (5) working days notice to the affected employee. If a custodian's shift is changed by two (2) hours or more he/she shall be allowed to bump a less senior custodian in the same building who is qualified to perform the job for which the shift change has been made.

(7) Mail person shall be scheduled from 7:30 am.- 4:30 p.m. with one (1) hour unpaid lunch period.

Section 3: Call in Pay

(A) Custodians/Maintenance, Security Officers and Bus Drivers/Bus Monitors.

An employee who is called in to perform work at a time other than that for which he/she has previously been scheduled shall be guaranteed a minimum of two (2) hours of work or pay at time and one-half the employee's regular straight time hourly rate. This provision does not apply

to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their work day but who continue to work their regular day thereafter.

(B) The order in which call-in work is offered to bus drivers shall be determined by seniority.

Section 4: Overtime

Time and one-half the employee's regular rate of pay shall be paid:

- (1) For all hours worked in excess of eight (8) hours per day.
- (2) For all hours worked in excess of forty (40) hours per week.
- (3) For all hours worked on holidays as defined by this Agreement in addition to holiday pay.
- (4) All hours worked on Sunday shall be at double the rate of pay.
- (5) Time and one-half the employee's regular rate of pay shall be paid for Custodial employees for all work performed on Saturday, unless it is part of that employee's regularly scheduled shift.

Section 5: Hours Paid Equal Hours Worked

It is understood and agreed that all hours paid to an employee shall be considered as hours worked for the purposes of computing overtime pay under this Agreement.

Section 6: Prohibition Against Pyramiding Overtime Pay

It is understood and agreed there will be no pyramiding of overtime pay or other premium pay under the terms and conditions of this Agreement

Section 7: Overtime Work

When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same job classification, crew, or location where the overtime work occurs. The Employer shall keep a record of all overtime worked and shall endeavor to offer available overtime work to those employees with the least amount of overtime. New hires shall be placed at the bottom of the overtime list. Employees who are offered but refuse overtime shall be charged for same. In the event an employee would

have been offered overtime but was unavailable due to absence, he/she shall be charged with such overtime:

(a) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may be performed by the employee or employees who were performing this specific job immediately prior to the occurrence of the overtime period.

(b) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible. An employee may be required to work overtime if it is before or after the regularly scheduled shift.

Therefore, employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. An employee shall be expected to work the required overtime requested of him/her unless he/she is excused by his/her supervisor.

(c) Extra hours are defined as additional hours not qualifying as overtime per Section 4 of this Article.

Section 8: In-Service Training and Other Meetings

Employees required to participate or who, with approval of the Group Director of Operations/Facilities, voluntarily participate in inservice training shall be paid their regular straight time hourly rate of pay for the time spent in attending in-service training or for a minimum of one hour, whichever is greater. Employees shall be required to attend meetings called by the Employer with respect to problems, policies, and regulations or other information which will directly affect them and shall be paid at their regular straight time hourly rate of pay for attending such meetings when their attendance is required. This Section does not apply to the in-service training courses as set forth in Article V, Section 12.

ARTICLE XV HEALTH INSURANCE, DENTAL INSURANCE, LIFE INSURANCE AND VISION CARE

HEALTH INSURANCE

The employer agrees to pay during the life of this contract a portion of the published premium rate in effect for MESSA Super Care I per month towards the purchase of up to Full-Family

Subscriber Hospitalization insurance for all eligible full-time employees. The Employer further agrees to pay a portion of the cost of employee-only (Single Subscriber) hospitalization insurance per month for employees regularly scheduled to work twenty-five (25) hours or more per week, but less than forty (40) hours per week for each month employed. Prescription drug coverage shall be under MESSA's \$5 generic/\$10 brand name co-payment rider and \$100 individual/\$200 family annual deductible. As of December 20, 1995, all new employees to the bargaining unit shall contribute 20% of the monthly premium cost of health insurance. Such employees shall have their contribution "frozen" at the 2003-04 level until such time as eligible employees hired before December 20, 1995 have their contribution reach and/or exceed the contribution levels of the employees hired on or after December 20, 1995. At that time, all eligible employees shall contribute the same amount for the level of coverage they have chosen.

Upon ratification of this agreement, eligible bargaining unit employees electing the health insurance option will contribute the following amounts toward the premium cost of health insurance:

Single Subscriber:	\$40 per month
2-Person	\$90 per month
Full Family:	\$100 per month

Such contribution shall be payroll deducted from wages by the district.

The employee monthly contribution will increase or decrease at the same percentage increase or decrease as any MESSA health insurance premium increase or decrease.

The Board shall provide a pre-tax premium payment plan to allow employees to pay contributions for health coverage with pre-tax dollars upon written authorization by the employee.

Should a less costly health insurance program be offered by MESSA during the life of this Agreement, the eligible employee may elect to choose such less costly program. If a less costly

program is chosen, the amount of the employee's monthly contribution (if any) will be renegotiated.

Employees who do not elect health insurance will receive ninety dollars (\$90) per month cash in lieu of health insurance, upon proof of health insurance from another source. This may be used to purchase MESSA Short or Long Term Disability, additional life insurance, MEA Annuities or other MESSA options. The Board shall have no obligation to provide or pay for health insurance benefits for any bargaining unit member who elects to receive a stipend in lieu of health insurance.

DENTAL INSURANCE

For the life of this Agreement, the Board shall provide without cost to the employee, dental insurance under Delta Dental Plan C with 0/1, Co-Pay 50/50/50/50, including internal and external coordination of benefits for all employees working twenty-five (25) or more regularly scheduled hours per week for each month employed.

LIFE INSURANCE

The Board shall provide without cost to all employees regularly scheduled to work twenty-five (25) or more hours per week, a total of \$5,000 Term Life Insurance with \$5,000 Accidental Death and Dismemberment for each employee. For those employees who select Super Care 1, the Board will provide a total of \$10,000 Term Life Insurance with \$10,000 Accidental Death and Dismemberment for each employee.

VISION CARE

The Board shall provide without cost to the employee, during the life of this Agreement, MESSA full-family Vision Service Plan 2 for all employees working twenty-five (25) hours or more regularly scheduled hours per week for each month employed.

MESSA-PAK

If the cost is less, the Board may elect to package the health, life, dental and vision insurance into a MESSA-PAK.

ARTICLE XVI - GENERAL

Section 1: Rules of Conduct

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary and shall post the changed rules for ten (10) working days before it deems effective, in addition to furnishing a copy of said rule change to the Chapter Chairpersons.

Section 2: License Requirements

It shall be the responsibility of each employee to meet the qualifications for a license required for the performance of his/her job responsibilities. Any license required must be kept valid and up-to-date to qualify for continuous employment.

Section 3: Bulletin Boards

(a) The Employer will provide a bulletin board in each building which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational and social events.
 - (2) Notices of elections.
 - (3) Notices of results of elections.
 - (4) Notices of meetings.
- (b) A copy of notices will be forwarded to the Employer.
- (c) Such notices shall contain nothing of a political or defamatory nature.

Section 4: Emergency Work

It is understood and agreed that in case of emergencies when a sufficient number of employees are not readily available to handle such emergencies, any employee of the Employer may be used for the duration of the emergency.

Section 5: Bargaining Agreement Furnished

The Employer agrees to make available to each service employee a copy of this Agreement and to provide a copy of this same Agreement to all new service employees entering the employment of the Employer.

Section 6: Payroll Deductions

The Employer agrees to continue to deduct from the pay of those employees who have properly executed payroll deduction authorization forms, deductions for the credit union and/or deductions for employee contributions to annuity companies that are on the approved, published list.

Section 7: Savings Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union will enter into collective bargaining for the purpose of negotiating mutually satisfactory replacement for such provisions.

Section 8: Employee Address and Telephone

Employees shall be required to keep the Employer informed at all times as to their current address and telephone number, or discontinuation of same, in writing. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 9: Supplemental Agreements

It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

Section 10: Aid to Other Unions

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with an organization for the purpose of undermining the Union.

Section 11: Successor Clause

To the extent that the laws of the State of Michigan provide, this Agreement shall be binding upon the Employer's successor.

Section 12: Hours Paid Equal Hours Worked

It is understood and agreed that all hours paid to an employee shall be considered as hours worked for the purposes of computing overtime pay under this Agreement.

Section 13: Pension

The Employer agrees to continue the pension plan on the same basis as it had immediately prior to the execution of this Agreement. The Employer agrees to pay a sum equal to the state mandated amount to the Michigan Public School Employees Retirement System.

Section 14: Definition of School Bus

"School Bus" shall be defined in accordance with the statutes and regulations of the State of Michigan.

Section 15: Continued Employment

Bus Drivers Unit.

The Employer shall provide each employee along with their last paycheck prior to the last day of each academic school year a form to be filled out (utilizing NCR paper), signed, and returned to the Employer on or before August 1 of each year indicating their intent to return to work the beginning of the next academic school year. Failure to so notify the Employer of his/her intent to return to work shall result in the employee's discharge.

Section 16: Reimbursement for Bus Drivers School

A. All time necessarily spent by an employee in Bus Driving School shall be paid for by the District at the employee's then straight time hourly rate after the employee has worked a full school year at the conclusion of the school year.

B. Drivers who are assigned by the District to train other drivers will be reimbursed for the cost of taking extra classes and obtaining certification. All such time necessarily spent by a driver assigned to train other drivers shall be paid for by the District at the employee's then straight time hourly rate.

Section 17: Reimbursement of Expenses

Transportation Unit

A. The Employer shall assume the reasonable cost of housing and meals of drivers on any special trips requiring an overnight stay outside the District. Drivers must either stay with their bus on special trips or with the group they are transporting. The Employer shall furnish a meal on any special trip outside the District of a duration of four (4) hours or more, and shall furnish a meal or the cost of a meal every four (4) hours thereafter. In no case shall more than three (3) meals be furnished within a twenty-four (24) hour period. Employees will be reimbursed at the end of each month for the actual cost of their meals and lodging, up to the maximum amounts set forth in the schedule below, provided the employee presents a valid receipt for the meals and lodging.

Breakfast	\$7.50
Lunch	\$9.50
Dinner	\$15.00
Lodging	Cost of Room

The bus driver shall be required to lodge at the same facility as the students and such lodging expense, which will cover the cost of the room, shall be reimbursed by the District.

B. CDL renewal fees shall be reimbursed for each employee.

Section 18: Alcohol and Drug Policy

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the jobsite, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted

standards of conduct within the medical industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternative scientific method shall be conducted. In the event the confirming test is positive, or in the event an employee refuses to submit to the drug and/or alcohol screening test, the following disciplinary action shall result:

(a) An employee who tests positive on the drug and/or alcohol screening tests, shall, on the first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The Employer shall compile a list of acceptable rehabilitation and counseling programs. The program selected, which shall be a bonafide rehabilitation or counseling program, shall be done by the individual employee and his/her counselor/physician. The cost of such program may be offset by the appropriate insurance program. If the employee enters and successfully completes such a program, his/her employment status shall not be affected and he/she shall be returned to a vacant position for which he/she is qualified.

(b) An employee who tests positive on the drug and/or alcohol screening test, shall, on the second offense, be discharged from employment with the Benton Harbor Area Schools. Provided however, the Board of Education shall retain the right to impose a lesser form of discipline, if in its sole judgment, such action is warranted.

(c) An employee who refuses to submit to a drug and/or alcohol screening test when requested by the Employer, or who fails to successfully complete a rehabilitation or counseling program begun under this policy, shall be discharged from employment with the Benton Harbor Area Schools.

(d) All testing shall be done privately. Testing shall be done, if applicable, during the individual's normal work hours. The results of the test shall remain confidential and shall be provided to the individual(s) involved.

(e) The parties agree that it is the intent of the District to have a unified drug/alcohol testing policy for all employees. Therefore, in the event a drug/alcohol testing policy is negotiated with another bargaining unit which is not in conformity with this Section, the Union may request to re-open negotiations concerning this Section.

(f) The Employer and Union recognize a continual change in federal regulations concerning the testing of all drivers employed by the District. In that regard, the District is compelled to develop a testing program which insures the random testing of at least twenty-five (25%) percent of the drivers each year. If during the life of this agreement additional regulations are forthcoming, the District shall have the right to comply.

Section 19: School Closure

*Hall Monitors
2 days*

A. Bus Drivers/Bus Monitors/Security Officers

Bus Drivers, Bus Monitors and Security employees shall be allowed up to two (2) days absence per school year without loss of pay in the event of school closure.

B. Custodial/Maintenance

Custodial and Maintenance employees are expected to report to work during school closure. In the event of school closure as a result of a State of Emergency for which a Custodial or Maintenance employee is unable to report to work, up to two (2) days absence per school year will be allowed without loss of pay.

Section 20: Mutual Concerns Committee

The parties have established a Mutual Concerns Committee so as to ensure adequate and timely communication between the parties regarding the day-to-day implementation of District policies and procedures.

Meetings of the Mutual Concerns Committee shall take place as needed. The Association shall be represented by two (2) members of its choosing and the District shall be represented by two (2) members of its choosing.

Both the Association and the Administration shall submit to each other topics they desire to address in such meetings at least forty-eight (48) hours in advance. However, it is understood by both parties that issues of an emergency nature may also be addressed during such meetings.

ARTICLE XVII - TERMINATION

Section 1

This Agreement shall become effective as of the 1st day of October, 2003, and shall remain in full force and effect until the 30th day of June, 2007, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

Section 2: Entire Agreement

This Agreement shall supersede any rules, regulations, or past practice of the Board which may be contrary or inconsistent with its terms. With the sole exception of Pay Schedules for 2004-2005, 2005-2006, and 2006-2007 (Appendix A Wages) which will be subject to a re-opener, the provisions of this Agreement shall constitute the entire Agreement between the parties hereto and shall supersede and cancel all prior agreements, arrangements, understandings, or past practices of the Board or the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of March, 2004.

BENTON HARBOR SERVICE EMPLOYEES'
ASSOCIATION/MEA/NEA

Thomas G. Mah
Uniserv Director

Andrew Hurst
President

J. Jones
Chapter Chairperson

Wendie Brown
Chapter Chairperson

Chapter Chairperson

BENTON HARBOR AREA SCHOOLS

Superintendent of Schools
Dora Jefferson 7/28/04
Assistant/Superintendent for Human
Resources/Labor Relations

APPENDIX A

2003/2004 PAY SCHEDULES

	After	After	After	After	After
START	90 days	1 year	2 years	3 years	4 years
17.80	18.37	18.95	19.53	20.10	20.68

Pay Classification I

Job Classifications:

- Heating and Electrical Engineer
- Heating
- Electrician
- Certified Mechanics

For the added responsibility of Pay Class I, the Group Director of Operation/Facilities may assign any employee in Pay Class I to assist other Pay Class I employees in fulfilling the needs of the District within the job classifications of Pay Class I, for a period not to exceed thirty (30) working days which may be extended by mutual agreement of the Employer and the Association.

Pay Classification II

	After	After	After	After	After
START	90 days	1 year	2 years	3 years	4 years
13.61	14.20	14.63	15.06	15.51	15.97

Job Classifications:

- Audio-Visual Repair Tech
- General Maintenance
- Grounds Maintenance
- Utility Service Operator

FOR EACH CERTIFICATION REQUIRED FOR THESE POSITIONS (I.E. CERTIFIED POOL OPERATOR, CERTIFIED ASBESTOS REMOVER, CERTIFIED PESTICIDE APPLICATOR) \$.50/HR WILL BE ADDED TO WAGE SCHEDULE.

Pay Classification III

	After	After	After	After	After
START	90 days	1 year	2 years	3 years	4 years
11.63	12.20	12.56	12.92	13.33	13.71

Job Classifications:

- Instructional Materials Driver & Clerk
- Custodian
- Mailman
- Stock & Delivery Driver
- Stockroom Attendant

Pay Classification IV

	After	After	After	After	After
START	90 days	1 year	2 years	3 years	4 years
9.42	9.91	10.21	10.52	10.81	11.14

Job Classification IV:

- General Laborer

Pay Classification V

	After	After	After	After	After
START	90 days	1 year	2 years	3 years	4 years

Job Classification

- Custodial Group Leader
- Security Group Leader
- B.H.H.S \$.50 per hour premium pay.

A shift differential of \$.30 per hour will be paid to custodians who work the third shift. Vehicle Mechanic tool allowance of \$350.00 per year paid in quarterly increments.

The District may grant up to four (4) years experience credit to new employees for prior experience or critical skills needed by the District.

BUS DRIVERS

	After 90 days	After 1 year	After 2 years	After 3 years	After 4 years	
START	9.91	10.99	11.30	11.64	11.99	12.36

FOR EACH CERTIFICATION REQUIRED FOR THESE POSITIONS (I.E., CDL License), \$.10/hr WILL BE ADDED TO WAGE SCHEDULE.

SECURITY OFFICERS, HALL MONITORS & BUS MONITORS RATES OF PAY

	After 90 days	After 1 year	After 2 years	After 3 years	After 4 years	
Security Officers	10.50	10.87	11.40	11.74	12.07	12.44
Hall Monitors	6.10	6.68	7.25	7.84	8.42	8.99
Bus Monitors	5.53	5.69	5.85	6.04		

2004-2005, 2005-2006, 2006-2007 PAY SCHEDULES

To be negotiated by the parties

LETTER OF AGREEMENT

Now comes the Benton Harbor Area Schools and the Michigan Education Association/Benton Harbor Service Employee's Association and said parties do hereby agree that if PA 112 of the Public Acts of 1994 removes that part of the law pertaining to subcontracting rights, then the parties shall place back the following paragraph into Article 16. Section 4 of the Master Agreement:

"The District shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, subject to the grievance procedure it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time during emergencies."

Dated this ____nd day of September, 1997.

Cheryl Lynn Melvin
Uniserv Director

John R. Manske
District Labor Counsel

[Replace with Original Letter]

LETTER OF AGREEMENT
Between the
BENTON HARBOR AREA SCHOOLS
And the
BENTON HARBOR SERVICE EMPLOYEES ASSOCIATION/MEA/NEA

The parties agree to the following for the duration of the 2003/2004 school year:

- Eight (8) "rovers" will be teamed in groups as determined by management to cover the following buildings: Calvin Britain, Creative Arts Academy, Fairplain Middle School, Fairplain West, Hull Middle School, McCord Middle School, MLK, Morton, Sorter, Sterne Brunson, Skill Center, Teen Center and the Tech Center.
- Laid off workers, based on seniority, will be the first called to sub at their regular rate.
- Rovers will report daily to the Skill Center for their assignment.
- Duty hours for the rovers will be from 4:00 p.m. to midnight.

For the District:

For the Association:

Date: _____

Date: _____

#743992 6/22/2004

Your Rights

Under The

Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered

employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.