

4219

6/30/2003

Agreement Between

ALCONA COMMUNITY SCHOOLS

AND

TEAMSTERS LOCAL UNION NO. 214

July 1, 1996

to and including

June 30, 2003

Alcona Community Schools

(Revised March 1997 for Accretion of Classroom/Building Aides)

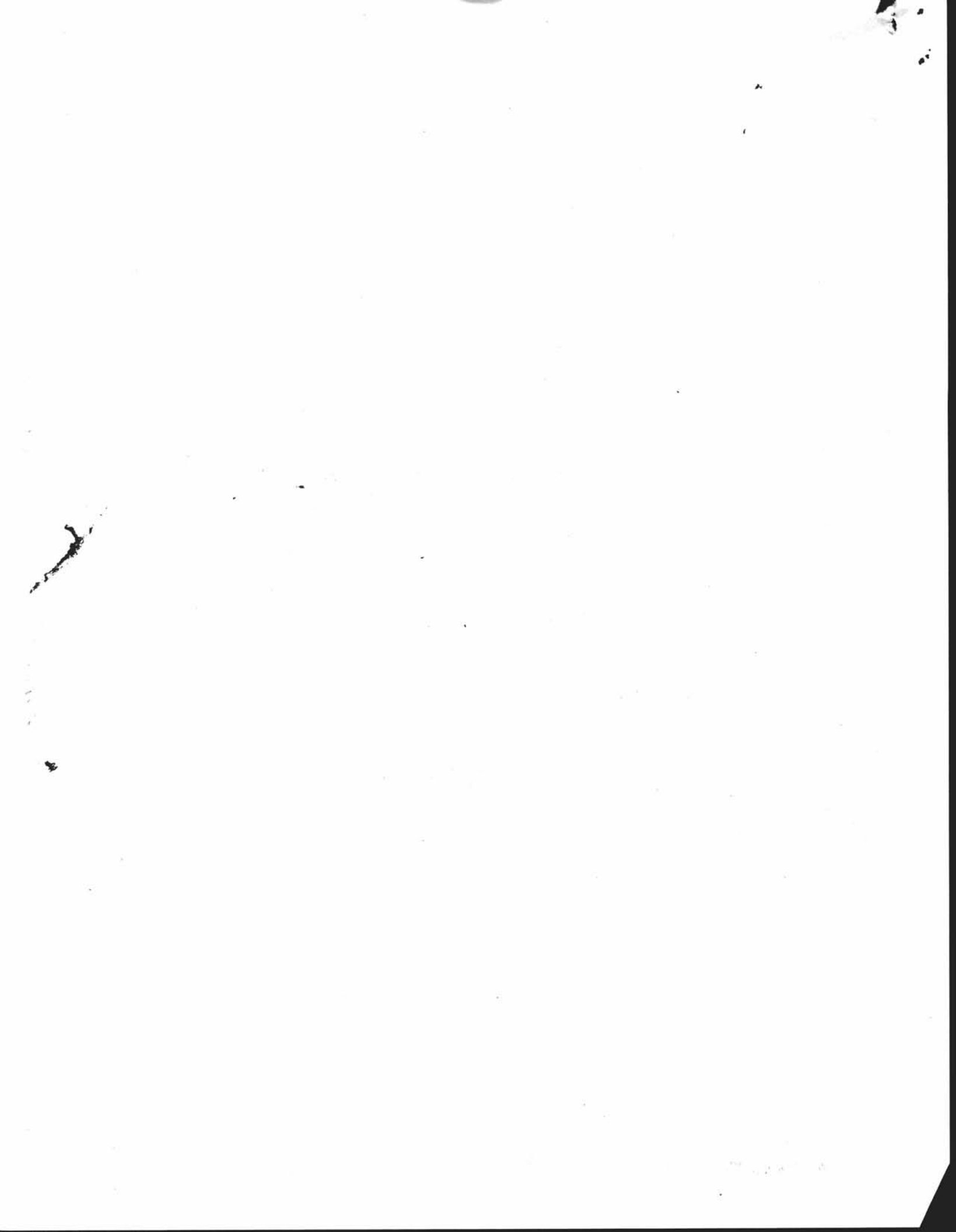


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ALCONA COMMUNITY SCHOOLS

THIS AGREEMENT, made and entered into by and between the ALCONA COMMUNITY SCHOOLS located at LINCOLN, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and LOCAL UNION NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

WHEREAS, both parties are desirous of striving toward excellence in the operation of an educational facility for the Alcona Community School District.

ARTICLE I

RECOGNITION/EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement, Listed in the attached Schedules, and as included in the following divisions: Food Service Division, Facility Caretaker and Maintenance Division, Transportation/Mechanics Division, Secretarial/Clerical Division, and Classroom/Building Aides Division.

SECTION 2 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms of the provisions of this agreement, or which in any way affects wages, hours or working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 3. The Employer agrees to respect the jurisdictional rights of this Union and shall not direct or require their employees, other than employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units per past practices.

SECTION 4. No employee will be reduced in rank or laid off due to subcontracting.

SECTION 5. Employees must work a minimum of 20 hours per week within a specific job classification to be eligible for membership in the Union and covered by this Agreement.

ARTICLE II

AGENCY SHOP AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for those classifications of employees covered by this Agreement and listed in the attached Schedules

SECTION 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 214 employees, and transmit such deductions and payments to the Local Union.

- a) Amount of initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.
- b) Monthly agency fees, union dues and/or initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

SECTION 3. Probationary employees who become part of the bargaining unit shall commence payment of Union dues and initiation fees or a service charge per terms and conditions of union after thirty (30) work days of continuous employment with Alcona Schools.

ARTICLE III

BOARD RIGHTS

SECTION 1. The Board, on its own behalf of the electors of the Alcona Community School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

SECTION 2. It is understood, by all parties to this contract, that the management of the school system and the direction of the working forces, including the right to plan, direct and control school operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved production methods or facilities, are vested exclusively in the Board.

SECTION 3. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

SECTION 4. All appointed officers, Supervisors, Confidentials (Central Office Staff) and part-time or temporary employees scheduled to work less than twenty (20) hours per week are exempt from the Union contract, from Union Membership, from representation Union fees and from Union rules governing employees.

ARTICLE IV

LIMITATION OF AUTHORITY AND LIABILITY

SECTION 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

SECTION 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE V

SENIORITY AND PROBATION

SECTION 1. Seniority is defined as the total length of continuous service within the district including layoff periods, but excluding leaves of absence where seniority does not accrue. Seniority will begin on the first scheduled day of work.

SECTION 2. Date of hire shall be the date of the action by the Board of Education to employ an individual. In the event two or more employees have the same seniority date but different dates of hire, the individual(s) with the earliest date of hire would be ranked as higher relative seniority. In the event two or more employees have the same date of hire and seniority date, then the seniority will be determined by a lottery system. The lottery will be held at a date, time, and place agreed upon by the Board and the Union, and will be conducted in the presence of the newly hired employees, Superintendent (or his/her designee) and Union representative. Seniority shall be granted only after the completion of the probationary period addressed in Section 3 below.

SECTION 3. New employees may acquire seniority after being employed sixty (60) work days. After being employed sixty (60) work days, the employee will be granted seniority or probated for another thirty (30) work days with written valid explanation, in which event and upon successful completion of probation, the employee's seniority will date back to the date the employee was first scheduled to report to work. When an employee completes the successful probationary period, a letter will be directed to the employee affirming their completion of the probationary period within seven (7) work days.

SECTION 4. The Employer shall annually, by October 1 of each year, post a list by division of the employees arranged in order of seniority. If an employee disagrees with the seniority list, he/she will promptly, within 10 work days, notify the Employer in writing, stating the bases for such disagreement.

SECTION 5. Seniority shall be broken only by discharge or voluntary quit; or during a leave of absence where it is specified seniority does not occur; or lay-off for a period of more than two (2) years.

SECTION 6. The Steward shall be granted super-seniority for purposes of lay-off and rehire providing he/she has the ability and qualifications as determined by the Employer.

SECTION 7. In the event an employee works in two divisions simultaneously, the employee shall accrue separate seniority within each division based on the length of continuous service and the first scheduled day of work.

SECTION 8. After an employee from one division has been employed for a period of three years in a division other than his/her original division of employment, that employee shall be placed on the same seniority level within the new division as if all his/her employment had been in such division.

SECTION 9. When an employee transfers to another division, his/her seniority, for purposes of lay-off and recall, shall remain frozen in the original division for a period of three years. After this three year period, such seniority will be broken and the employee will no longer have seniority standing in the original division.

ARTICLE VI

LAY-OFF AND RECALL

SECTION 1. Strict seniority shall prevail when lay-off or recalls are necessary within a division. An employee laid-off in one division may not assume the position of an employee in another division having lower seniority, unless the employee being laid-off has accrued seniority through work experience in such other division. An employee shall be ineligible for recall to a division other than the division that he/she worked in at the time of lay-off; except that, in such cases, the Employer agrees to follow procedures outlined in Article VII.

SECTION 2. In reducing the work force because of lack of work or lack of funds, the first employees to be laid off are part-time, and then full-time employees.

SECTION 3. In rehiring procedures, the last employee laid off will be the first rehired. The Employer shall decide the extent to which work performed shall hold weight in determining the lay-off and rehiring of personnel.

SECTION 4. In the event of a lay-off, an employee so laid-off shall be given two (2) work weeks notice of lay-off and recall to work; mailed to his/her last known address by certified mail. It shall be the responsibility of the employee to keep the Employer advised of his/her current address. In the event that the employee fails to make him/herself available for work at the end of said two (2) work weeks from the date of the notice of recall, he/she shall lose all seniority rights under this Agreement and it shall conclusively be considered to constitute the employee's resignation.

SECTION 5. In the event of a lay-off, substitute employees will not be used to supplant laid-off employees.

SECTION 6. In the event an employee works for the Employer simultaneously in two divisions, lay-off and recall shall be by seniority in each division; and lay-off and recall from employment within one division will not affect the employee's status in the other division.

SECTION 7. It is understood that no temporary demotions in supervisory positions into the bargaining unit will be made during temporary lay-offs.

ARTICLE VII

VACANT POSITIONS AND TRANSFERS

SECTION 1. Vacancies will be filled according to seniority if ability and qualifications are equal in the opinion of the Employer.

SECTION 2. When a position is permanently vacated: The Employer shall post within five (5) work days; such open position to be filled by seniority with that division of the bargaining unit, contingent upon the employee holding such seniority and being qualified. Bids shall be received in writing and the position shall be posted; and, if possible, filled by the successful bidder within ten (10) work days.

SECTION 3. When a vacancy occurs within a division, employees within that division bidding on such vacancy shall be awarded such position based on the procedure set forth in Section 1-2 above. If no employee within the division bids on the vacant position, employees in other divisions will be given consideration for such vacant positions based on specific qualifications as outlined in the job description. Provided the ability and qualifications of such employee is equal, in the opinion of the Employer, to other applicants, that employee shall be awarded the vacant position.

SECTION 4. The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.

SECTION 5. If the Employer opens additional divisions of employment within the positions covered by this Agreement, or closes or combines existing divisions, the employee's work assignment, seniority, and classification are subject to negotiation with the Union.

SECTION 6. Except as stated elsewhere in this Agreement, in the event management has been informed and is assured of a temporary job opening of ten (10) work days or more due to illness, emergency leave, vacation, temporary work increases, weather, etc., the Employer will fill such jobs by offering them to the most senior employee within the division of the bargaining unit, if qualified. The jobs will be offered by being posted, with interested employees to submit a bid by the deadline stated on the notice. All such assignments will be paid at the present rate called for in that classification as outlined in Schedules C1, C2, F1, and F2.

ARTICLE VIII DISCHARGE OR SUSPENSION

SECTION 1. The Employer shall not discharge or suspend for more than three (3) work days an employee without just cause, but in respect to discharge or suspension for more than three (3) work days the Employer shall give at least three (3) warning notices against such an employee, upon the second written notice an assistance meeting will be conducted between the employee, union steward and appropriate administrator, except as stated below, in writing and a copy of the same to the Teamsters Local Union #214, Detroit and the Steward.

SECTION 2. No warning notice need be given to an employee before he/she is suspended or discharged if the cause is dishonesty, being under the influence of an alcoholic beverage, being under the influence of a controlled substance drug and/or reckless behavior.

SECTION 3. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) calendar months from the date of said warning notice. Discharge must be by notice to the employee and the Union. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done to an employee, that employee shall be reinstated and compensated at his/her usual rate of pay for the period he/she was out of work. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) work days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) work days and decision reached within fifteen (15) work days from the date of discharge or suspension.

SECTION 4. All regular employees shall be eligible for School District benefits unless discharged under the following circumstances:

- a) Discharges of probationary employees
- b) Discharges of misconduct connected with one's work, or for intoxication while at work or for an act of assault, theft or sabotage connected with one's work, whether or not such discharge has subsequently been reduced to a disciplinary lay-off or suspension.

SECTION 5. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer for the duration of the unauthorized work stoppage or slow-down shall have the sole and complete right of discipline including discharge. Any violations of this Section are not entitled to the provision of Article VIII.

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward and the Supervisor. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form, signed by the steward, within five (5) work days of the conference and deliver same to the Superintendent.

Step 2. After receipt of the written grievance by the Superintendent, a conference between the Union representatives and Employer representatives will be held within five (5) work days thereafter. The Union representative shall be either the Chief Steward or Teamster representative.

Step 3. If the Union or the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) work days of meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within five (5) work days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall on the written request of the grievant, hold a hearing on the grievance in executive session, provided that is allowable under the terms of Michigan's Open Meetings Act; or at the request of the Union give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than five (5) work days thereafter. Two (2) copies of such disposition shall be furnished to the Union.

Grievances must be taken up promptly and no grievance will be considered which is presented later than fourteen (14) work days after such has happened.

Step 4A. 1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Chief Steward shall refer the matter to Local 214 Pre-arbitration Panel

Step 4 B. In the event that the grievance is not satisfactorily settled at the Board step, the Union shall have ten (10) work days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) work days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) work days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) work days, it will be considered closed on the basis of the last disposition.

Step 5. Arbitration: If the grievance has not been settled in the third step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within fourteen (14) work days after the receipt of the last step answer. A submission to arbitration shall be made by filing a Demand for Arbitration with MERC. All matters submitted to Arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expense of its own witnesses.

SECTION 3. The parties agree that termination of the services or extension of the probationary period of a probationary employee are not subject to the grievance procedure.

SECTION 4. Should a grievance arise involving more than one (1) employee, such grievances will be designated as Class Grievances.

ARTICLE X

STEWARDS AND CHIEF STEWARD

SECTION 1. The Employer recognizes the right of the Local Union Membership to elect one Divisional Steward for the Transportation Division, one Division Steward for the Facility Caretaker and Maintenance Division, one Division Steward for the Food Service and Secretarial Division combined, and one Division Steward for the Classroom/Building Aides Division. The authority of the Divisional Stewards so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities;

a) The investigation and presentation of grievances with his/her Employer or the designated school representative in accordance with provisions of the collective bargaining agreement during working hours without the loss of pay.

b) The collection of dues when authorized by appropriate Local Union action.

c) The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of job Steward and his/her alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer Representative. Permission shall be granted.

SECTION 2. It is also recognized that the Union may use school buildings for meetings, providing school is not in session, and the Union will be responsible for maintenance and supervision at said meetings.

SECTION 3. The Alcona School Board recognizes the Teamsters Local #214 will be granted one (1) Chief Steward for servicing its members district wide. Said Chief Steward will participate in conjunction with the job steward in all grievances. Said Chief Steward will have the time necessary to act in this manner without loss of pay or benefits. The Chief Steward will serve on all Safety Panels.

SECTION 4. The Chief Steward shall be permitted time to investigate, present and process Class Grievances to the Employer without the loss of pay or benefits, and , if necessary, said Chief Steward may be required to serve as witness at any court, tribunal or Unfair Labor Charge hearing in conjunction with said grievance. Arrangements must be made with the School Superintendent for notification to the School Board of said Chief Steward's participation.

ARTICLE XI

EQUIPMENT, ACCIDENTS. AND REPORTS

SECTION 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

SECTION 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage, supervisor and/or Safety Officer.

SECTION 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.

SECTION 4. The Employer shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

SECTION 5. Any employee in any accident shall immediately report said accident and any physical injury sustained to their immediate supervisor. An employee shall provide to the Employer information for the completion of an accident report, including the names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. A copy of such accident report will be supplied the employee.

SECTION 6. It is the duty of the employee and the employee shall immediately, or at the end of the respective shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the garage, supervisor and/or Safety Officer.

ARTICLE XII

SAFETY COMMITTEE

SECTION 1. The Safety Committee will meet at least once each school year and thereafter when necessary. The Committee will consist of the Chief Steward and the Maintenance Supervisor; with the appropriate Department Head and Divisional Steward as a resource person when needed. The purpose of the Committee is to promote safety regulations and practices and to recommend procedures for compliance with local, state and federal safety laws and regulations. The Committee shall make its recommendations to the Superintendent. It is understood that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety rules.

ARTICLE XIII

WORKER'S COMPENSATION

SECTION 1. All regular employees shall be covered by the applicable Worker's Compensation laws and school district benefits; provided, also, that where the employee has sick leave reserve and receives income under the Worker's Compensation Act, such income at the employee's option shall be supplemented by the Employer with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employees.

SECTION 2. It is understood that no employee can realize monetary gains resulting from application of this language in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from Worker's Compensation. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE XIV

RETIREMENT

SECTION 1. The Employer is currently a member of the Michigan Public School Employees Retirement System. Provisions will be made for an employee to have his/her service time computed from the first day of employment.

SECTION 2. The Board shall contribute to the Public School Employee's Retirement System only those amounts it is required to contribute by law. In the event an employee desires to make a contribution to the Member Investment Plan created by P.A. 91, the Board will make the contribution on behalf of the employee by making a reduction in the employee's salary in an amount equal to the employee's contribution.

ARTICLE XV

VACATIONS

SECTION 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule with the understanding the vacation time shall be earned in one year and used the following year (except as outlined otherwise in Section 4):

SECTION 2. Employees who lost time due to on-the-job- disability up to a maximum of three (3) years shall receive their vacation as though the time was worked.

SECTION 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

SECTION 4. Earned vacation days shall be credited to the employee at the beginning of each fiscal year (July 1 through June 30). If the employee elects not to take their allowed vacation during the current fiscal year, unused days will be compensated at their daily rate of pay in the final payroll of the current fiscal year. There will be no carryover of unused vacation days from one fiscal year to the next.

SECTION 5. In case of retirement, resignation or death of an employee, the employee or the estate will be paid for all vacation days which have accumulated to his/her credit.

SECTION 6. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of Senior employees, each year, after January 1st, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

SECTION 7. Employees hired PRIOR to July 1, 1996 and working in excess of 200 days of service per fiscal year shall be granted the following vacation without loss of pay:

- a) after one (1) year of service - 5 vacations days
- b) after two (2) years of service - 10 vacation days
- c) after five (5) years of service - 15 vacation days
- d) after ten (10) years of service - 20 vacation days

SECTION 8. Employees hired on or after July 1, 1996 and working in excess of 200 days of service per fiscal year shall be granted the following vacation without loss of pay:

- a) after one (1) year of service - 5 vacations days
- b) after five (5) years of service - 10 vacation days
- c) after ten (10) years of service - 15 vacation days
- d) after fifteen (15) years of service - 20 vacation days

ARTICLE XVI

HOLIDAYS

SECTION 1. All probationary and regular employees will be eligible to receive holiday pay (as specified in Sections 3 and 4 below) based on their current rate times the number of hours worked in a normal day; providing they have worked scheduled work day preceding and following the holiday or are on paid leave. Employees called to work on a scheduled holiday will receive the holiday pay in a normal day plus the current rate times the number of hours worked.

SECTION 2. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of their vacation.

SECTION 3. Employees hired prior to July 1, 1996 and employees hired on or after that date working in excess of 200 service days during the fiscal year will be entitled to the following holidays:

- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day

SECTION 4. Employees hired on or after July 1, 1996 and working 200 or less days during the fiscal year will be entitled to the following holidays

- Thanksgiving Day
- Christmas Eve (1/2 day*)
- Christmas Day
- New Year's Eve (1/2 day*)
- New Year's Day
- Memorial Day

* Employees will be compensated at 1/2 their normal daily rate.

ARTICLE XVII

TRAINING

SECTION 1. The Employer recognizes the skills required of the school employees. The Employer further recognizes that in the event that it is necessary that an employee receive additional training during the time of the regular work day, that the district will be responsible for the reimbursement of wages for that training. For any compulsory school or in-service training assigned by the Employer occurring on a leave day or off-duty, the employee will be paid straight time.

SECTION 2. If an employee is required to travel for training or inservice, the employee, with prior management approval, will be reimbursed for actual expenses (mileage, meals, registration, and accommodations as required) per Board policy.

ARTICLE XVIII

SICK LEAVE

SECTION 1. Sick leave shall accrue at the rate of one (1) day per month to a maximum accumulation of 100 days. Sick leave in excess of 100 days accumulated prior to July 1, 1992 will be grandfathered.

SECTION 2. In calculating sick days, the following plan is to be used. Persons working one to ten (1-10) days in a month earn one-half (1/2) sick leave time. Persons working eleven (11) or more days per month earn a full one (1) day sick leave time.

SECTION 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

a) Acute personal illness or incapacity over which the employee has no reasonable control. Personal illness days may be used for illness or emergency in the immediate family (see Article XIX, Section 5 for definition) and a maximum of five (5) sick days per fiscal year may be used for attending funerals of non family members.

b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.

c) Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.

d) Sick leave will be authorized when an employee is taken ill on the job.

e) When an employee is found to abuse his/her sick leave privilege, he/she is subject to immediate dismissal by the Employer. Employees returning to work after five (5) or more consecutive personal illness (illness of the employee) days shall be required to present a medical approval to return to work.

SECTION 4. Sick leave may be granted in anticipation of future service not to exceed twelve (12) days per year. When employment is severed, a final accounting will be made and days due the Employer will be subtracted from the final paycheck. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 5. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period provided the district receives medical documentation.

SECTION 6. For the loss of time on account of an injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full week, five (5) days, after the accident without drawing on his/her sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of the previous injury. The Employer may request from the employee, a medical statement verifying the seriousness of the injury in relationship to absence from work. When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.

SECTION 7. In recognition of service to the district, a terminal leave payment shall be paid to the employee or his/her estate upon retirement, death or resignation of an employee in good standing. This provision applies only to those employees with at least 10 years service within the district as determined by the bargaining unit seniority list. The Employer shall pay the employee or his/her estate the sick days up to a maximum of one-fourth (1/4) of the accumulated sick days remaining in the bank. The rate of pay is calculated at the full rate the employee earned per day at the retirement, resignation or life expiration date.

ARTICLE XIX

ABSENCE

SECTION 1. Any employee desiring an unpaid leave of absence from his/her employment shall submit such request in writing to his/her immediate supervisor at least five (5) work days prior to each date of anticipated absence. The supervisor (or if the supervisor is unavailable, the Superintendent or his/ her designee) will respond to the request in writing in three (3) work days after receipt of the employee request. The maximum leave of absence shall be for ninety (90) work days and may be extended for like periods. Requests for extensions must be made in writing at least ten (10) work days prior to the return date of the initial leave. Accumulated leave under this provision shall not be extended beyond the total number of the employee's regularly scheduled work days in a fiscal year. Entitled insurance premiums will be paid by the employer for such leaves. Failure to comply shall result in the complete loss of seniority rights and/or discharge for the employee involved. It is not the intention of this provision for employees to be gainfully employed during such leave periods.

SECTION 2. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. These must be requested in writing five (5) work days prior to each date of anticipated absence and will be limited to three (3) one-half (1\2) days per month. Leaves so requested must be taken. Any employee using a regular work day, or part of a regular work day for gainful employment may be subject to immediate dismissal.

SECTION 3. The Employer agrees to grant time off limited to three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight hours written notice is given to the Employer by the Union specifying length of time off for Union activities. Due consideration shall be given to the number of personnel affected so that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

SECTION 4. Three (3) personal leave days per year shall be granted for personal affairs. Approval in advance from the immediate supervisor is required and a personal leave day form must be submitted and approved at least two (2) days prior to the date of leaving. Emergencies are exempted from the two (2) day requirement. Unused personal leave days will be added to the sick leave accumulation of each employee. Approval for personal leave days involving holidays, vacations, or recreational activities shall be at the discretion of management. Personal leave days may not be used for gainful employment and are not chargeable to sick or vacation time. Personal leave days may be used to extend the funeral leaves for family members provided in Section 5 below or to attend funerals of non family members without advanced prior approval.

SECTION 5. Funeral leave, not to exceed three (3) days shall be granted by the immediate supervisor for the following: Death of a member of the employee's immediate family or any member of the employee's household no matter the degree of relationship. The use of such days for funeral leave shall not be deducted from personal business days or sick days but shall be taken as needed. The employee's immediate family shall be considered spouse, mother, father, grandparents, child, sister, brother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, and step parent(s). One day shall be granted for the attendance at the funeral of a member of the family, other than immediate, such as aunt, uncle, niece, nephew, and cousin. Such days shall not be deductible from the employee's personal business days or sick days.

ARTICLE XX

COMPENSATION

SECTION 1. Attached hereto and marked "Schedules" are scales showing the classification and wage rates of the employees covered by this Agreement. Said schedules further set forth provisions concerning hours of work, regular working conditions, and other conditions of employment. It is mutually agreed that said schedules and the contents hereto shall constitute a part of this Agreement.

SECTION 2. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

SECTION 3. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent.

SECTION 4. When an employee is required by the Employer to furnish his/her own transportation to and from a job location, he/she shall receive a mileage allowance per adopted Board policy or will be furnished transportation by the school district; but from home to the job is not considered part of this section.

ARTICLE XXI

INSURANCE

(For Accreted Classroom/Building Aides, see Schedule F-3.)

SECTION 1. The Board agrees to provide the insurance coverage outlined below in paragraphs 1A through 1E for all employees hired PRIOR to July 1, 1996. The premium costs will be full-paid by the district for employees hired prior to July 1, 1996. For those employees currently contributing 20% of their monthly premium for health coverage, this section will be effective the first full month after ratification. Such coverage to include:

1A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%/20% co-pay to a maximum of \$500.

1B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one or distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

1C. The Employer shall be responsible for full payment for any co-pay which is required under provisions of this Plan which require an 80%/20% co-pay to a maximum of the \$500. Co-pays required by the Comprehensive Major Medical Plan for private duty nursing and psychiatric care are the responsibility of the employee.

1D. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

1E. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

1F. Basic full family vision insurance

1G. Full family dental coverage.

1H. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

1I. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 2. The Board agrees to provide the insurance coverage outlined below in paragraphs 2A through 2G for all employees hired on or after July 1, 1996 and who are working more than 200 days during the fiscal year:

2A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%20% co-pay to a maximum of \$500. This Board will pay the premium for a single subscription for the employee. Employees may have the option of additional coverage under the group plan. Any premium(s) for such additional coverage above the single subscription rate will be shared at the rate of seventy percent (70%) by the Board and thirty percent (30%) by the employee.

2B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one of distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

2C. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

2D. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

2E. Full-family dental insurance coverage.

2F. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

2G. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 3. The Board agrees to provide the insurance coverage outlined below in paragraphs 3A through 3F for all employees hired on or after July 1, 1996 and who are working 200 or less days during the fiscal year:

3A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%/20% co-pay to a maximum of \$500. This Board will pay the premium for a single subscription for the employee. Employees may have the option of additional coverage under the group plan. Any premium(s) for such additional coverage above the single subscription rate will be the full responsibility of the employee.

3B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one of distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

3C. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

3D. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

3E. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

3F. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 4. Any employee eligible for coverage outlined in Sections 1A, 2A, or 3A above who elects not to enroll in such coverage will, upon annual application and on a yearly basis, be granted a fifty dollar (\$50) monthly stipend which shall be applied toward either a tax sheltered annuity ; with such tax sheltered annuity or insurance option to be as selected by the employee and approved by the Board for such purpose, and with enrollment to be per terms and conditions of the carrier. Such benefit shall begin with the first full month that such Blue Cross/Blue Shield health cover age is not provided, with payment by the district to be made on or before the last day of the month. In the event that insurance coverage from an alternative source (i.e., the spouse of the employee) is no longer available during the coverage year, the Board shall, upon written notification and in accordance with the procedure required by Blue Cross/Blue Shield reinstate such health insurance benefits.

SECTION 5. Failure on the part of the employee to notify the district, at the time of event, of a change in dependency status that results in a reduction in monthly premiums will necessitate the employee reimbursing the district for the accumulated difference.

SECTION 6. During the term of this agreement, representatives of the Board and the Teamsters union will continue to investigate the insurance coverage in Article XXI. The purpose of such investigation is to explore comparable or better coverage for the employees at a lower cost to the district. It is understood that changes may result from the investigations and may be made by mutual agreement without the necessity of reopening this agreement for renegotiation.

ARTICLE XXII

GENERAL

SECTION 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and /or representatives of the Employer concerning matters covered by this Agreement.

SECTION 2. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

SECTION 3. The Employer will provide to the employee, such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her normal duties and responsibilities except in cases of gross misconduct.

SECTION 4. The Employer shall post all employee related materials as required by law and this contract in the Custodial Break Room, Kitchen, Copy Machine Room of both the elementary and secondary buildings as well as the Transportation bulletin board.

SECTION 5. The senior employee, whenever possible, when assigned to work in a higher classification, shall receive the higher rate of pay classification. When an employee is assigned work in a lower classification during the work day, he/she shall not suffer a reduction in pay.

SECTION 6. The Employer will continue to supply uniforms for mechanics and the person serving as maintenance person for this district, and aprons for the cafeteria workers.

SECTION 7. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

SECTION 8. The Employer agrees to furnish all necessary equipment to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

SECTION 9. In an emergency situation, custodial staff will be required to work during a snow day. They will be compensated by receiving days off during the school year or the time will be added to vacation time not to exceed four (4) days.

SECTION 10. Each negotiation team is limited to four (4) in total, unless additional members are agreed upon by the parties.

SECTION 11. If the district must reschedule pupil instruction days in conformance with State law to meet the minimum pupil instruction time required for full State funding, the rescheduling of such days shall not affect, or otherwise require adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement, except as provided in Section 9 above. In the event the school calendar is amended, and the school year is extended, any unapproved absence taken during the extension shall be considered lost time and the employee will not be compensated. Leave days cannot be used during such "make up" days unless required for emergency situations and as approved by management. Also, management reserves the right to require a doctor's verification for any employee taking personal illness time during such period.

ARTICLE XXIII

SPECIAL CONFERENCE

SECTION 1. For matters not specifically covered by this Agreement, the Parties agree to hold a special conference for the purpose of negotiating mutually satisfactory supplement to this Agreement. Such special conference will be called for this purpose within five (5) work days upon notification from the Union and/or Employer. The party requesting the special conference will prepare the agenda and only those items on the agenda will be discussed. If a special conference cannot be scheduled other than during working hours, the Steward will not lose time or pay spent in such special conference.

ARTICLE XXIV

JURY DUTY AND COURT APPEARANCES

SECTION 1. The Employer agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty.

SECTION 2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

SECTION 3. Employees are entitled to travel allowance provided by the City, County or State for miles traveled and reimbursed in the course of jury duty.

ARTICLE XXV

SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court, or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

SECTION 2. In the event that any provision of the Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutual satisfactory replacement for the provision held invalid.

ARTICLE XXVI

TERMINATION OF AGREEMENT

SECTION 1. This agreement shall be in full force and effect from July 1, 1996 to and including June 30, 2003 , and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) calendar days prior to date of expiration.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to June 30, 2003, or any subsequent contract year that such party desire to continue this Agreement but also desire to revise or change terms and conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

SCHEDULE A

CAFETERIA, FACILITY CARETAKER, MAINTENANCE AND SECRETARIAL/CLERICAL EMPLOYEES

OVERTIME AND HOURS OF WORK

SECTION 1. The regular work week is established as five (5) days, eight (8) hours; or forty (40) hours per week. Every employee who works an eight (8) hour day will be allowed one (1) fifteen (15) minute break in each hour (4) four work period. Every employee who works an eight (8) hour day will take a one-half (1/2) hour unpaid lunch break. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge.

The following shift differentials shall apply only at facilities with round-the-clock shifts. Fifteen cents (\$.15) -afternoon (any regular shift starting on or after 12 noon), twenty cents (\$.20) -night (any regular shift starting on or after 6 p.m.)

The approximate times for lunch and breaks for eight (8) hour employees are as follows:

After approximately two (2) hours of work, one (1) fifteen minute break.

After approximately four (4) hours of work, one (1) one-half (1/2) hour unpaid lunch break.

After approximately six (6) hours of work, one (1) fifteen (15) minute break.

Employees shall be entitled to two (2) breaks of fifteen (15) minutes each in each eight (8) hour period, one in the first four (4) hours and one in the second four (4) hours.

Employees working four (4) or more hours in the District's Food Service program will be provided with a fifteen (15) minute break. Said break will be taken on a schedule jointly developed between the Food Service Supervisor and the Lead Cook.

SECTION 2. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of forty (40) hours in any week and can be taken as wages or compensatory time. Overtime must be recorded on the time sheet and must be approved by the supervisor. Compensatory time must be used within 30 work days or by mutual agreement with supervisor.

SECTION 3. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1-1/2) times his/her hourly rate.

SECTION 4. Overtime work will be permitted only when authorized by the immediate Supervisor.

SECTION 5. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse it except for other than just cause, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The least senior employee will be required to accept the assignment.

SECTION 6. The Employer will schedule and pay the total cost of a physical exam at a medical facility designated by the Board to the maximum agreed upon by the Board of Education and the facility, for exams which are required by law, except the initial physical examination which shall be paid by the applicant for employment. If the employee should decide to have a physical exam at the doctor of their choice, the Employer shall pay the employee only the amount charged the contracted service (medical facility).

The Board of Education will schedule tuberculin shots if required by law of those employees pertaining thereto. Persons requiring x-rays for tuberculin tests due to medical reasons will be covered by the Board of Education at the arranged medical facility, or will reimburse the employee at the same amount the facility charges the Board, if a separate and private arrangement is made by the employee.

In instances wherein the Board of Education requires a physical exam of an employee, the cost will be borne by the Board of Education. The Board will select the doctor or medical facility for such examination.

SECTION 7. Bus Drivers are not considered as part of this schedule.

SECTION 8. When specially trained and certified personnel work on special projects required by the district's Asbestos Hazard Emergency Response Act (AHERA) Management Plan, such personnel will be paid at the "Maintenance/Facility Caretaker" rate on Schedule C during such project.

SECTION 9. Employees working additional hours during their regular work year, beyond regularly scheduled hours, will be paid at their regular rate except as outlined in Schedule A, Section 2.

SECTION 10. In the event management has been informed of a temporary job opening in the Secretarial/Clerical Division as specified in the terms outlined in Article VII, Section 6 of this Agreement, of ten (10) work days or more the Employer will fill such jobs by offering them to the most senior employee within the division of the bargaining unit, if qualified. In the event management has been informed of a temporary job opening in the Secretarial/Clerical Division as outlined under the terms specified in Article VII, Section 6 of this Agreement of ten (10) work days to nineteen (19) work days the Employer will fill such jobs by offering them to the most senior employee within the division of the bargaining unit and within the building of that employee (i.e., the jr-sr high school or the elementary school), if qualified.

SCHEDULE B

BUS DRIVERS - HOURS OF WORK AND OVERTIME

SECTION 1. The regular pay period will be for two (2) weeks, ten (10) working days. Time and one-half (1-1/2) will be paid for over forty (40) hours per week. Time sheets (cards) must be properly and completely made out before submitting to transportation office or Supervisor no later than the final day of the pay period. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge.

SECTION 1-A. Overtime will be allowable only with the expressed permission of management.

SECTION 1-B. Extra bus trips or combinations of assignments that exceed 40 hours per week will not be approved except by mutual agreement between the unit member and management. In the event that the number of hours worked per week exceeds 40 hours, the employee will be compensated at time and one half (1-1/2) or with compensatory time at the rate of one and one half hour (1-1/2) for each hour of overtime. Management will reserve the right to assign employees to extra trips or extra assignments when in its opinion the assignment would result in overtime. Compensatory time to be used in 30 working days, unless mutual agreement with management.

SECTION 2. Straight time will be paid for all athletic and field trips. Layover time will also be straight time, providing the bus driver and bus remain at the site. During such layover time, drivers may be required to assist with student supervision, as reasonably requested.

SECTION 2-A. Drivers will be compensated at eighty percent (80%) of their straight time rate for layover time caused by mechanical breakdowns, accidents, Acts of God, etc. within the districts boundaries. Such layover time for occurrences outside the districts boundaries will be compensated at one hundred percent (100%) of the drivers straight time rate.

SECTION 3. Drivers will be guaranteed a minimum of two (2) hours per run when working.

SECTION 4. When a driver's route is permanently vacated, the bus route(s) will be posted within five (5) work days. Bids shall be received in writing and open routes assigned to senior drivers within ten (10) work days.

SECTION 4-A. When a route is temporarily vacated from one to ten (1-10) work days, it will be filled by a substitute driver. Periods longer than ten (10) work days will be subject to Article VII, Section 6.

SECTION 5. The Employer will schedule and pay the total cost of a physical exam at a medical facility selected by the Board to the maximum agreed upon by the Board of Education and the facility for exams which are required by law. If the employee should decide to have a physical exam at the doctor of their own choice, the Employer shall pay the employee only the amount charged by the contracted facility .

The Board of Education will schedule tuberculin shots if required by law of those employees pertaining thereto. Persons requiring x-rays for tuberculin tests due to medical reasons will be covered by the Board of Education at the arranged medical facility , or will reimburse the employee at the same amount the facility charges the Board if a separate and private arrangement is made by the employee.

In instances wherein the Board of Education requires a physical exam of an employee, the cost will be borne by the Board of Education. The Board will select the doctor or medical facility for such examination.

SECTION 5-A. The Employer will reimburse the employee, bus driver and mechanic for the chauffeur's license and required classification when renewed. Transportation employees will be reimbursed for drug/alcohol testing required by law or the management at eighty percent (80%) of the employees straight time rate.

SECTION 6. All routes will be established by the employer and assigned by seniority to the drivers in accordance with past practices. Past practices include, among other things, the right that the employer can withhold agreement to a route assignment, based on the home proximity to the starting point of the route to be assigned. .

SECTION 7. Drivers are to be notified as soon as possible or before 6:00 a.m. that school is not in session due to Act of God (weather, health, etc.).

SECTION 8. The School Board will pay the difference between the amount paid by the State and regular rate of pay when involved in the training program, provided the program is required by law.

SECTION 9. Whenever extra runs are required, the driver selected to take the special run will be determined by the rotational seniority list described in section 9-A below. Each driver will have the opportunity to either accept or reject the special run when their name comes up according to the rotational seniority list, with the least senior driver(s), on or off the list, required to take the special run(s) if qualified substitute drivers are not available as determined by management. The rotational seniority list will be used in selecting the qualified person for the special trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

SECTION 9-A. Extra trips shall be offered according to a continuing rotation list established by seniority at the beginning of the school year. Drivers interested in extra trips should sign up on the extra trip list on orientation day.

SECTION 9-B. Except for unusual circumstances, extra trips will be posted three (3) days in advance in the bus garage on the bulletin board and drivers will have forty eight (48) hours prior to extra trip date to sign up. It is the driver's responsibility to regularly check the bulletin board. Drivers who do not sign up for the extra trips in the manner prescribed will be considered an automatic refusal.

SECTION 9-C. If a special or extra trip interferes with a driver's run in their regular daily route, the driver will be paid a minimum of two (2) hours for such extra run.

SECTION 10. If a driver or drivers are asked to take another driver's run, that driver or drivers collectively will be paid the same amount of time the original driver would have been paid.

SECTION 11. Drivers will be required to wash their bus at least once a week (excluding periods of inclement weather) and sweep and clean the interior on a daily basis. Students should not be on board the bus during cleaning. Drivers are also required to provide safety and pre-trip checks and any other inspections or procedures as required by law. Management reserves the right to inspect any and all buses without prior notification.

SECTION 11-A. Drivers will be paid one-half (1/2) hour in their time allowance for the express purposes indicated in Section 11 above.

SECTION 12. The number of working days per year will be the number of days established by the Board of Education as days in session. In addition, one day, at a maximum of four (4) hours compensation, is allowed at the beginning of the school year for orientation and physical exams (one day total). The date of the orientation will be established by the Superintendent's office.

SECTION 13. Drivers must comply with all local, state or federal rules, regulations, requirements or face dismissal.

SECTION 14. "Snow Day Makeup" - See Article XXII section 11.

SCHEDULE B - DEFINITIONS:

ROUTE, REGULAR ROUTE, OR REGULAR DAILY ROUTE - The drivers normal daily driving assignment including normal afternoon and morning runs bringing children to and from the school buildings and home plus any additional regular mid-day run such as morning kindergarten, vocational, or head start runs, etc.

RUN - Single driving trip which could be any one of the following:

- normal morning, afternoon, or mid-day trip in Regular Daily Route
- extra, special, field, or athletic trips which are not normally part of a Regular Daily Route.

SCHEDULE C-1
 CLASSIFICATIONS, WAGES AND BENEFITS
 1996-2003

NOTE: Following rates to begin July 1 1996 for all employees hired on or after that date:

(For Accreted Classroom/Building Aides, see Schedule F, sections F-1.)

DRIVERS

Experience	probation	start	1	2	3	4	5	6
96/97	\$ 9.59	\$10.59	\$ 10.90	\$ 11.20	\$ 11.51	\$ 11.82	\$ 12.12	\$12.43
97/98	\$ 9.91	\$10.91	\$ 11.22	\$ 11.52	\$ 11.83	\$ 12.14	\$ 12.44	\$12.75
98/99	\$ 10.23	\$11.23	\$ 11.54	\$ 11.84	\$ 12.15	\$ 12.46	\$ 12.76	\$13.07
99/2000	\$ 10.55	\$11.55	\$ 11.86	\$ 12.16	\$ 12.47	\$ 12.78	\$ 13.08	\$13.39
2000/01	\$ 10.87	\$11.87	\$ 12.18	\$ 12.48	\$ 12.79	\$ 13.10	\$ 13.40	\$13.71
2001/02	\$ 11.23	\$12.23	\$ 12.54	\$ 12.84	\$ 13.15	\$ 13.46	\$ 13.76	\$14.07
2002/03	\$ 11.59	\$12.59	\$ 12.90	\$ 13.20	\$ 13.51	\$ 13.82	\$ 14.12	\$14.43

**COOKS/
CASHIERS**

Experience	probation	start	1	2	3	4	5	6
96/97	\$ 6.81	\$ 7.81	\$ 7.95	\$ 8.08	\$ 8.22	\$ 8.36	\$ 8.49	\$ 8.63
97/98	\$ 7.13	\$ 8.13	\$ 8.27	\$ 8.40	\$ 8.54	\$ 8.68	\$ 8.81	\$ 8.95
98/99	\$ 7.45	\$ 8.45	\$ 8.59	\$ 8.72	\$ 8.86	\$ 9.00	\$ 9.13	\$ 9.27
99/2000	\$ 7.77	\$ 8.77	\$ 8.91	\$ 9.04	\$ 9.18	\$ 9.32	\$ 9.45	\$ 9.59
2000/01	\$ 8.09	\$ 9.09	\$ 9.23	\$ 9.36	\$ 9.50	\$ 9.64	\$ 9.77	\$ 9.91
2001/02	\$ 8.45	\$ 9.45	\$ 9.59	\$ 9.72	\$ 9.86	\$ 10.00	\$ 10.13	\$10.27
2002/03	\$ 8.81	\$ 9.81	\$ 9.95	\$ 10.08	\$ 10.22	\$ 10.36	\$ 10.49	\$10.63

HEAD COOKS

Experience	probation	start	1	2	3	4	5	6
96/97	\$ 8.02	\$ 9.02	\$ 9.11	\$ 9.20	\$ 9.30	\$ 9.39	\$ 9.48	\$ 9.57
97/98	\$ 8.34	\$ 9.34	\$ 9.43	\$ 9.52	\$ 9.62	\$ 9.71	\$ 9.80	\$ 9.89
98/99	\$ 8.66	\$ 9.66	\$ 9.75	\$ 9.84	\$ 9.94	\$ 10.03	\$ 10.12	\$10.21
99/2000	\$ 8.98	\$ 9.98	\$ 10.07	\$ 10.16	\$ 10.26	\$ 10.35	\$ 10.44	\$10.53
2000/01	\$ 9.30	\$10.30	\$ 10.39	\$ 10.48	\$ 10.58	\$ 10.67	\$ 10.76	\$10.85
2001/02	\$ 9.66	\$10.66	\$ 10.75	\$ 10.84	\$ 10.94	\$ 11.03	\$ 11.12	\$11.21
2002/03	\$ 10.02	\$11.02	\$ 11.11	\$ 11.20	\$ 11.30	\$ 11.39	\$ 11.48	\$11.57

SCHEDULE C-1 CONTINUED
**MAINTENANCE/FACILITY
 CARETAKERS**

Experience	probation start		1	2	3	4	5	6
96/97	\$ 10.26	\$11.26	\$ 11.41	\$ 11.56	\$ 11.72	\$ 11.87	\$ 12.02	\$12.17
97/98	\$ 10.58	\$11.58	\$ 11.73	\$ 11.88	\$ 12.04	\$ 12.19	\$ 12.34	\$12.49
98/99	\$ 10.90	\$11.90	\$ 12.05	\$ 12.20	\$ 12.36	\$ 12.51	\$ 12.66	\$12.81
99/2000	\$ 11.22	\$12.22	\$ 12.37	\$ 12.52	\$ 12.68	\$ 12.83	\$ 12.98	\$13.13
2000/01	\$ 11.54	\$12.54	\$ 12.69	\$ 12.84	\$ 13.00	\$ 13.15	\$ 13.30	\$13.45
2001/02	\$ 11.90	\$12.90	\$ 13.05	\$ 13.20	\$ 13.36	\$ 13.51	\$ 13.66	\$13.81
2002/03	\$ 12.26	\$13.26	\$ 13.41	\$ 13.56	\$ 13.72	\$ 13.87	\$ 14.02	\$14.17

LEAD MECHANICS

Experience	probation start		1	2	3	4	5	6
96/97	\$ 10.88	\$11.88	\$ 12.05	\$ 12.22	\$ 12.39	\$ 12.56	\$ 12.73	\$12.90
97/98	\$ 11.20	\$12.20	\$ 12.37	\$ 12.54	\$ 12.71	\$ 12.88	\$ 13.05	\$13.22
98/99	\$ 11.52	\$12.52	\$ 12.69	\$ 12.86	\$ 13.03	\$ 13.20	\$ 13.37	\$13.54
99/2000	\$ 11.84	\$12.84	\$ 13.01	\$ 13.18	\$ 13.35	\$ 13.52	\$ 13.69	\$13.86
2000/01	\$ 12.16	\$13.16	\$ 13.33	\$ 13.50	\$ 13.67	\$ 13.84	\$ 14.01	\$14.18
2001/02	\$ 12.52	\$13.52	\$ 13.69	\$ 13.86	\$ 14.03	\$ 14.20	\$ 14.37	\$14.54
2002/03	\$ 12.88	\$13.88	\$ 14.05	\$ 14.22	\$ 14.39	\$ 14.56	\$ 14.73	\$14.90

MECHANICS

Experience	probation start		1	2	3	4	5	6
96/97	\$ 9.88	\$10.88	\$ 11.05	\$ 11.22	\$ 11.39	\$ 11.56	\$ 11.73	\$11.90
97/98	\$ 10.20	\$11.20	\$ 11.37	\$ 11.54	\$ 11.71	\$ 11.88	\$ 12.05	\$12.22
98/99	\$ 10.52	\$11.52	\$ 11.69	\$ 11.86	\$ 12.03	\$ 12.20	\$ 12.37	\$12.54
99/2000	\$ 10.84	\$11.84	\$ 12.01	\$ 12.18	\$ 12.35	\$ 12.52	\$ 12.69	\$12.86
2000/01	\$ 11.16	\$12.16	\$ 12.33	\$ 12.50	\$ 12.67	\$ 12.84	\$ 13.01	\$13.18
2001/02	\$ 11.52	\$12.52	\$ 12.69	\$ 12.86	\$ 13.03	\$ 13.20	\$ 13.37	\$13.54
2002/03	\$ 11.88	\$12.88	\$ 13.05	\$ 13.22	\$ 13.39	\$ 13.56	\$ 13.73	\$13.90

FACILITY CARETAKERS

Experience	probation start		1	2	3	4	5	6
96/97	\$ 8.06	\$ 9.06	\$ 9.28	\$ 9.51	\$ 9.73	\$ 9.95	\$ 10.18	\$10.40
97/98	\$ 8.38	\$ 9.38	\$ 9.60	\$ 9.83	\$ 10.05	\$ 10.27	\$ 10.50	\$10.72
98/99	\$ 8.70	\$ 9.70	\$ 9.92	\$ 10.15	\$ 10.37	\$ 10.59	\$ 10.82	\$11.04
99/2000	\$ 9.02	\$10.02	\$ 10.24	\$ 10.47	\$ 10.69	\$ 10.91	\$ 11.14	\$11.36
2000/01	\$ 9.34	\$10.34	\$ 10.56	\$ 10.79	\$ 11.01	\$ 11.23	\$ 11.46	\$11.68
2001/02	\$ 9.70	\$10.70	\$ 10.92	\$ 11.15	\$ 11.37	\$ 11.59	\$ 11.82	\$12.04
2002/03	\$ 10.06	\$11.06	\$ 11.28	\$ 11.51	\$ 11.73	\$ 11.95	\$ 12.18	\$12.40

SCHEDULE C-I CONTINUED

**PRINCIPAL'S
SECRETARY**

Experience	probation start	1	2	3	4	5	6
96/97	\$ 8.18	\$ 9.18	\$ 9.48	\$ 9.77	\$ 10.07	\$ 10.37	\$ 10.66 \$10.96
97/98	\$ 8.50	\$ 9.50	\$ 9.80	\$ 10.09	\$ 10.39	\$ 10.69	\$ 10.98 \$11.28
98/99	\$ 8.82	\$ 9.82	\$ 10.12	\$ 10.41	\$ 10.71	\$ 11.01	\$ 11.30 \$11.60
99/2000	\$ 9.14	\$10.14	\$ 10.44	\$ 10.73	\$ 11.03	\$ 11.33	\$ 11.62 \$11.92
2000/01	\$ 9.46	\$10.46	\$ 10.76	\$ 11.05	\$ 11.35	\$ 11.65	\$ 11.94 \$12.24
2001/02	\$ 9.82	\$10.82	\$ 11.12	\$ 11.41	\$ 11.71	\$ 12.01	\$ 12.30 \$12.60
2002/03	\$ 10.18	\$11.18	\$ 11.48	\$ 11.77	\$ 12.07	\$ 12.37	\$ 12.66 \$12.96

HIGH SCHOOL COUNSELING AND SECRETARY/CLERK

Experience	probation start	1	2	3	4	5	6
96/97	\$ 7.40	\$ 8.40	\$ 8.70	\$ 8.99	\$ 9.29	\$ 9.59	\$ 9.88 \$10.18
97/98	\$ 7.72	\$ 8.72	\$ 9.02	\$ 9.31	\$ 9.61	\$ 9.91	\$ 10.20 \$10.50
98/99	\$ 8.04	\$ 9.04	\$ 9.34	\$ 9.63	\$ 9.93	\$ 10.23	\$ 10.52 \$10.82
99/2000	\$ 8.36	\$ 9.36	\$ 9.66	\$ 9.95	\$ 10.25	\$ 10.55	\$ 10.84 \$11.14
2000/01	\$ 8.68	\$ 9.68	\$ 9.98	\$ 10.27	\$ 10.57	\$ 10.87	\$ 11.16 \$11.46
2001/02	\$ 9.04	\$10.04	\$ 10.34	\$ 10.63	\$ 10.93	\$ 11.23	\$ 11.52 \$11.82
2002/03	\$ 9.40	\$10.40	\$ 10.70	\$ 10.99	\$ 11.29	\$ 11.59	\$ 11.88 \$12.18

**ELEMENTARY RECEPTIONIST/AIDE AND ELEMENTARY MEDIA
CLERK/AIDE**

Experience	probation start	1	2	3	4	5	6
96/97	\$ 6.81	\$ 7.81	\$ 7.95	\$ 8.08	\$ 8.22	\$ 8.36	\$ 8.49 \$ 8.63
97/98	\$ 7.13	\$ 8.13	\$ 8.27	\$ 8.40	\$ 8.54	\$ 8.68	\$ 8.81 \$ 8.95
98/99	\$ 7.45	\$ 8.45	\$ 8.59	\$ 8.72	\$ 8.86	\$ 9.00	\$ 9.13 \$ 9.27
99/2000	\$ 7.77	\$ 8.77	\$ 8.91	\$ 9.04	\$ 9.18	\$ 9.32	\$ 9.45 \$ 9.59
2000/01	\$ 8.09	\$ 9.09	\$ 9.23	\$ 9.36	\$ 9.50	\$ 9.64	\$ 9.77 \$ 9.91
2001/02	\$ 8.45	\$ 9.45	\$ 9.59	\$ 9.72	\$ 9.86	\$ 10.00	\$ 10.13 \$10.27
2002/03	\$ 8.81	\$ 9.81	\$ 9.95	\$ 10.08	\$ 10.22	\$ 10.36	\$ 10.49 \$10.63

SCHEDULE C-2

CLASSIFICATIONS, WAGES AND BENEFITS
1996-2003

NOTE: Following rates to begin July 1 1996 .for all employees hired BEFORE that date:

(For Accreted Classroom/Building Aides, see Schedule F, section F-2.)

CLASSIFICATION	STANDARD RATES						
	96/97	97/98	98/99	99/2000	2000/01	2001/02	2002/03
DRIVER	\$ 12.68	\$ 13.00	\$ 13.32	\$ 13.64	\$ 13.96	\$ 14.32	\$ 14.68
COOKS/CASHIERS	\$ 10.80	\$ 11.12	\$ 11.44	\$ 11.76	\$ 12.08	\$ 12.44	\$ 12.80
HEAD COOKS	\$ 11.78	\$ 12.10	\$ 12.42	\$ 12.74	\$ 13.06	\$ 13.42	\$ 13.78
MAINTENANCE/FACILITY CARETAKER	\$ 13.27	\$ 13.59	\$ 13.91	\$ 14.23	\$ 14.55	\$ 14.91	\$ 15.27
LEAD MECHANIC	\$ 13.44	\$ 13.76	\$ 14.08	\$ 14.40	\$ 14.72	\$ 15.08	\$ 15.44
MECHANIC	\$ 13.27	\$ 13.59	\$ 13.91	\$ 14.23	\$ 14.55	\$ 14.91	\$ 15.27
FACILITY CARETAKER	\$ 12.16	\$ 12.48	\$ 12.80	\$ 13.12	\$ 13.44	\$ 13.80	\$ 14.16
PRINCIPAL'S SECRETARY	\$ 12.39	\$ 12.71	\$ 13.03	\$ 13.35	\$ 13.67	\$ 14.03	\$ 14.39
HIGH SCHOOL COUNSELING AND CLERK SECRETARY	\$ 11.32	\$ 11.64	\$ 11.96	\$ 12.28	\$ 12.60	\$ 12.96	\$ 13.32
ELEMENTARY RECEIPT/AIDE AND MEDIA CLERK/AIDE	\$ 10.80	\$ 11.12	\$ 11.44	\$ 11.76	\$ 12.08	\$ 12.44	\$ 12.80

Base Rate of Pay: The Base Rate is calculated as follows: Standard Rate (above) multiplied by eighty eight percent (Base Rate= Standard Rate x 0.88) The employee will receive the Base Rate of Pay during his/her first work year of employment in a division. Following this period, he/she will receive the Intermediate Rate of Pay.

Intermediate Rate of Pay: The Intermediate Rate is calculated as follows: Standard Rate (above) multiplied by 94.16% (Intermediate Rate=Standard Rate x 0.9416). The employee will receive the Intermediate Rate of Pay during his/her second work year of employment in a division. Following this period, he/she will receive the Standard Rate of Pay.

SCHEDULE D

MOBILITY CLAUSE

A. Priority of Movement:

The priority of movement within the Teamsters Bargaining Unit to fill vacancies shall be as follows:

- 1) Intradepartmental Transfer -- within departments
- 2) Interdepartmental Transfer -- between departments
- 3) Intradepartmental Transfer -- promotion
- 4) Demotions (either disciplinary or as a result of reduction in force)
- 5) Intradepartmental downbids and a voluntary return to the Bargaining Unit.
 - a. An employee desiring an interdepartmental transfer or interdepartmental transfer-promotion must file a written request with the immediate supervisor - representative of the Board of Education. The written request shall indicate the department and classification to which the employee wishes to transfer. A copy of such request shall be made and signed by the immediate Supervisor as recognition of date and knowledge of such request.
 - b. Only those requests which have been on file for thirty (30) work days prior to the vacancy will be considered.
 - c. Transfer-promotions shall be made on the basis of skills, evaluation, seniority and past performance. The employee who meets the requirements set forth above and is selected by the administration, shall be granted a thirty (30) work day trial period to determine 1) his/her desire to remain on the new job, 2) his/her ability to perform satisfactorily on the new assignment.
 - d. During the thirty (30) work day trial period, the employee shall have the opportunity to revert back to his/her former position if so desired, and a letter of explanation shall be submitted to the immediate supervisor. If at any time during the trial period the Employer believes the employee is not satisfactorily performing the duties in the new assignment, such employee shall be returned to his/her former position and notice of such action will be submitted to the Chief Steward with a copy to the employee. In the event the said individual is reverted to his/her former position for reasons other than his/her own desire, he/she will be given the reasons in writing. In the event the employee disagrees with the reasons stated, the matter shall be a proper subject for the grievance procedure. The employee returning to his/her former position shall retain the salary and seniority status as previously enjoyed prior to the move.

RETURN TO THE BARGAINING UNIT

In the event an employee leaves the bargaining unit for a non-bargaining unit position, he/she maintains his/her right to return to the former position only within the thirty (30) work day probationary period. This refers to the employees' who wish to return to the previous assignment as well as management's directive to return. In the event the employee returns to his/her former assignment within the thirty (30) work day probationary period, he/she may return only to a position wherein there is a vacancy. No member of the bargaining unit shall be bumped. The employee mentioned who returns to the bargaining unit shall occupy the lowest seniority in the classification to which he/she returns for a period of two (2) years. After the two (2) year period, this employee may exercise his/her total seniority and classification seniority.

An employee who accepts a position in the bargaining unit in a different classification may return to his/her formerly held classification either before or at the immediate end of the thirty (30) work day probationary period without restriction. This reverse movement permits a bumping procedure.

IN WITNESS WHEREOF, the parties hereto have hereupon set their hands and seals
this 6th day of December 19 96

ALCONA COMMUNITY SCHOOLS

Monty Kruttin
Monty Kruttin, President
Alcona Board of Education

Kathryn P. Kniep
Kathryn Kniep, Secretary
Alcona Board of Education

Paul Mancine
Paul Mancine, Superintendent
Alcona Community Schools

Mary Jane Foster
Mary Jane Foster, Administrative Asst.
Alcona Community Schools

TEAMSTERS STATE, COUNTY,
AND MUNICIPAL WORKERS
LOCAL 214

Les Barrett
Les Barrett
Business Representative

Marie Franklin
Marie Franklin, Chief Steward

Ruth Truman
Ruth Truman, Steward
Facility Caretakers/Maintenance

Sharon Schefferly
Sharon Schefferly, Steward
Secretarial and Food Service

LETTER OF UNDERSTANDING
Revised 4/15/94

Note: The following constitutes the clarification of the agreement of the parties regarding the seniority of accreted employees of November 27, 1989.

Section 1 It is understood for purposes of layoff and recall as defined in Article VI of the Agreement, for purposes related to vacant positions and transfers as defined in Article VII of the Agreement, and for purposes relating to overtime as defined in Schedule A, Section 5., that seniority standing for the five employees being accreted into Teamsters Local 214 per the MERC Certification of November 27, 1989, will be based on the date that they began their service as employees of Alcona Community Schools irregardless of whether or not such employees were members of Teamsters Local 214 during the entire length of their employment. Therefore, for these accreted employees, the previous practice of granting seniority from the time that the employee is covered by the Agreement (by virtue of being a member of Teamsters Local 214), and with such seniority granted only after the completion of an appropriate probationary period, is hereby WAIVED for those purposes as outlined above.

Section 2 It is further understood for the newly accreted Secretarial/Clerical/Food Service employees being accreted into Teamsters Local 214 per the MERC Certification of November 27, 1989, that such newly accreted employees shall not, by virtue of higher seniority standing resulting from the understanding as stated above (Article V), "bump" into a position held by an incumbent member of Teamsters Local 214 as of November 27, 1989. Furthermore, it is the understanding of the parties to this agreement that, when an employee is laid off per the terms and conditions of Article VI of the Agreement, he/she may not "bump" an incumbent employee in a higher paid classification within the Secretarial/Clerical/Food Service division of employment -- even though the person in the lower-paid classification holds a higher seniority standing within the Division than the person with the higher-paid classification.

It is further understood that employees Phyllis Kilgore, Mary Jo High, Shirley Gerard and Mary Inda will be grandfathered to the current contract terms agreed to for July 1, 1989 to June 30, 1992; and that the terms of this Letter of Understanding as outlined above shall not apply to these four employees.

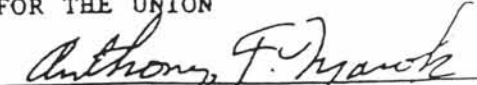
Note: The primary intent of the above is to insure that employees who were Teamster union members prior to the accretion date of November 27, 1989, would be grandfathered and protected in any situation of layoff, "bumping", or transfer relative to the newly accreted employees.

FOR THE BOARD


Paul Mancine, Superintendent

Date: 5/2/94

FOR THE UNION


Tony Marok, Bus. Representative


Date: 5-2-94

ALCONA COMMUNITY SCHOOLS
LINCOLN, MICHIGAN 48742

LETTER OF UNDERSTANDING

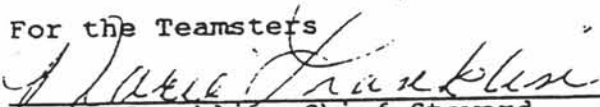
The following shall constitute a letter of understanding between Teamsters Local #214 and the Alcona Board of Education. It is understood that the established job classification Elementary Receptionist/Aide which was filled for the first time in August, 1996 shall have a rate of pay of \$10.48. This rate shall apply only to the employee currently holding this position and shall not pertain to any future employees. Further, this position shall receive whatever additional rate of pay is negotiated and effective July 1, 1996. This understanding shall not be construed to establish precedence and shall be considered as an individual incident.

For the Board



Paul Mancine, Superintendent

For the Teamsters



Marie Franklin, Chief Steward

9/10/96

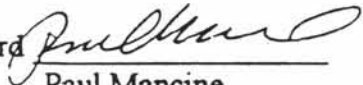
Letter of Understanding

The following shall constitute a Letter of Understanding between the Alcona Board of Education and Teamsters Local #214.

It is understood by all parties that the provisions that existed under Article XVII, Section 2 (Incentive Wage) of the 1992 - 1996 contract will be deleted from the 1996 - 2003 Teamster #214 contract. It is further understood that the existing employees listed below will be grandfathered for the duration of the 1996 - 2003 contract at their current rate of incentive compensation unless otherwise specified. Such rates will be frozen as listed and compensation will commence with the 1996/97 fiscal year.

Brunette, Charles	2%	
Clark, Tom	2%	
Cordes, Rod	2%	
Donovan, Diane	1%	
Eller, Jean	2%	
Franklin, Marie	2%	
Gerard, Shirley	2%	
Ginder, Sharon	1%	
Good, Art	2%	
Hansen, Carol	2%	
High, Mary Jo	2%	
Holmes, Mary	2%	
Kilgore, Phyllis	2%	
Kossa, Mary	2%	
Lee, Judy	2%	
Litz, Kathy	2%	
Ludwiczak, Norma	2%	
Mahalak, Mary Ann	2%	
Mahalak, Rose	2%	
Monnier, Kim	2%	
Ranger, Erlene	2%	
Sabol, Virginia	2%	
Schefferly, Sharon	2%	
Truman, Ruth	2%	
Mary Inda	1%	(effective 1997-98)
Linda Somers	1%	(effective 1997-98)


For the Board


Paul Mancine
Superintendent

Date:

11/7/96

For Teamsters # 214


Les Barrett
Business Representative

Date:

11/7/96

SCHEDULE E

CLASSROOM/BUILDING AIDES OVERTIME AND HOURS OF WORK

SECTION 1. The regular work week is established as five (5) days. The hours for each employee may vary. Each employee shall be allowed one (1) fifteen minute break in each four (4) hours or less work period. Each employee will be provided a one-half (1/2) hour lunch break. Falsification of time sheets will subject the employee to disciplinary action up to and including discharge.

SECTION 2. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of forty (40) hours in any week and can be taken as wages or compensatory time. Overtime must be recorded on the time sheet and must be approved by the supervisor. Compensatory time must be used within 30 work days or by mutual agreement with supervisor.

SECTION 3. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of his/her hourly rate.

SECTION 4. Overtime work will be permitted only when authorized by the immediate Supervisor.

SECTION 5. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse it except for other than just cause, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The least senior employee will be required to accept the assignment.

SECTION 6. The Employer will schedule and pay the total cost of a physical exam at a medical facility designated by the Board to the maximum agreed upon by the Board of Education and the facility, for exams which are required by law, except the initial physical examination which shall be paid by the applicant for employment. If the employee should decide to have a physical exam at the doctor of their choice, the Employer shall pay the employee only the amount charged the contracted service (medical facility).

The Board of Education will schedule tuberculin shots if required by law of those employees pertaining thereto. Persons requiring x-rays for tuberculin tests due to medical reasons will be covered by the Board of Education at the arranged medical facility, or will reimburse the employee at the same amount the facility charges the Board, if a separate and private arrangement is made by the employee.

In instances wherein the Board of Education requires a physical exam of an employee, the cost will be borne by the Board of Education. The Board will select the doctor or medical facility for such examination.

SECTION 7. Employees working additional hours during their regular work year, beyond regularly scheduled hours, will be paid at their regular rate except as outlined in Schedule E, Section 2.

SCHEDULE F

The following provisions apply to the accreted Classroom/Building Aides as ratified by the Teamsters Local 214 on _____ and the Board of Education on _____.

The Classroom/Building Aides will be categorized as a separate division within this contract and will be represented by a separate steward. The accreted aides will be granted seniority within the division as defined in Article V.

F-1 WAGES - Employees hired AFTER or ON July 1, 1996

(Retroactive to January 1, 1997)

	probation	start	1	2	3	4	5	6
96/97	\$ 5.38	\$ 6.38	\$ 6.61	\$ 6.84	\$ 7.07	\$ 7.30	\$ 7.53	\$ 7.76
97/98	\$ 5.70	\$ 6.70	\$ 6.94	\$ 7.18	\$ 7.42	\$ 7.66	\$ 7.90	\$ 8.14
98/99	\$ 6.02	\$ 7.02	\$ 7.28	\$ 7.55	\$ 7.81	\$ 8.07	\$ 8.34	\$ 8.60
99/2000	\$ 6.34	\$ 7.34	\$ 7.62	\$ 7.90	\$ 8.18	\$ 8.46	\$ 8.74	\$ 9.02
2000/01	\$ 6.66	\$ 7.66	\$ 7.96	\$ 8.25	\$ 8.55	\$ 8.85	\$ 9.14	\$ 9.44
2001/02	\$ 7.02	\$ 8.02	\$ 8.33	\$ 8.63	\$ 8.94	\$ 9.25	\$ 9.55	\$ 9.86
2002/03	\$ 7.38	\$ 8.38	\$ 8.70	\$ 9.02	\$ 9.35	\$ 9.67	\$ 9.99	\$ 10.31

F-2 WAGES - Employees hired PRIOR to July 1, 1996

(Retroactive to January 1, 1997)

Classification

STANDARD RATES

Classroom/Building Aides	<u>96/97</u>	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>	<u>02/03</u>
	\$7.76	\$8.14	\$8.60	\$9.02	\$9.44	\$9.86	\$10.31

Base Rate of Pay: The Base Rate is calculated as follows: Standard Rate (above) multiplied by eighty eight percent (Base Rate= Standard Rate x 0.88) The employee will receive the Base Rate of Pay during his/her first work year of employment in a division. Following this period, he/she will receive the Intermediate Rate of Pay.

Intermediate Rate of Pay: The Intermediate Rate is calculated as follows: Standard Rate (above) multiplied by 94.16% (Intermediate Rate=Standard Rate x 0.9416). The employee will receive the Intermediate Rate of Pay during his/her second work year of employment in a division. Following this period, he/she will receive the Standard Rate of Pay.

F- 3 INSURANCE

SECTION 1. The Board agrees to provide the insurance coverage, effective on the first full month after mutual ratification, for Classroom/Building Aides hired prior to July 1, 1990 outlined below.

1A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%20% co-pay to a maximum of \$500. The Board will pay the premium for a single subscription for the employee. Employees may have the option of additional coverage under the group plan. Any premium(s) for such additional coverage above the single subscription rate will be the full responsibility of the employee.

1B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one or distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

1C. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

1D. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

1E. Basic full family vision insurance.

1F. Full family dental coverage.

1G. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

1H. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 2. Effective July 1, 1997, Classroom/Building Aides hired on or after July 1, 1990 and prior to July 1, 1996, will be provided the option of a medical plan (Option 1 - Sections 2A, 2B, 2C, and 2D) or the option of dental and vision plans (Option 2 - Sections 2E and 2F). In addition to the choice of Option 1 or Option 2, the employees will be provided group life insurance and long term disability as described in Sections 2G and 2H outlined below:

Option 1 - Medical Plan

2A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%/20% co-pay to a maximum of \$500. The Board will pay the premium for a single subscription for the employee. Employees may have the option of additional coverage under the group plan. Any premium(s) for such additional coverage above the single subscription rate will be the full responsibility of the employee.

2B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one or distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

2C. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

2D. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

OR

Option 2 - Vision and Dental

2E. Basic full family vision insurance.

2F. Full family dental coverage.

2G. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

2H. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 3. Effective July 1, 1997, the Board agrees to provide the insurance coverage, for Classroom/Building Aides **hired on or after July 1, 1996** outlined below:

3A. Blue Cross/Blue Shield Comprehensive Major Medical with CMMPLC-500, Plan \$100-80%-20%, Option 2-1, GCPD, SOT-PE, GLE-1, GCPSAT-2, PRE-100, DC, COB-3, OPTION 1, SAT-2, CC, and VST; with such Comprehensive Major Medical Plan having a \$100/\$200 deductible followed by a 80%/20% co-pay to a maximum of \$500. The Board will pay the premium for a single subscription for the employee. Employees may have the option of additional coverage under the group plan. Any premium(s) for such additional coverage above the single subscription rate will be the full responsibility of the employee.

3B. The employee shall be responsible for the payment of the first fifty dollars (\$50) in the case of an employee receiving single subscriber coverage, or first one hundred dollars (\$100) in the case of employees receiving two-person or full family coverage, regardless of whether such \$100 is used by one or distributed among more than one of those covered by such two-person or full-family plans. The Employer shall be responsible for payment of balance remaining on any deductibles after the amounts indicated as the responsibility of the employee in this section.

3C. A two dollar (\$2.00) co-pay on prescription drugs, with the understanding that employees will be reimbursed \$1.00 per prescription filled, at the end of each semester, upon presentation of receipts of such prescriptions.

3D. A payroll deduction of twenty (20) equal payments shall be made for each employee enrolled in the Comprehensive Major Medical Plan to cover the maximum liability for the employee's share of the deductible, i.e., fifty dollars (\$50) for a single subscriber or one hundred dollars (\$100) for a two-person or full-family plan. Any unused portion of the amount deducted in this manner will be returned to the employee as soon as possible based on documentation provided by the carrier.

3E. Group term life insurance plan in the amount of \$25,000 per employee equivalent to the plan provided district teachers. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

3F. Long Term Disability coverage. Said coverage shall be effective after 90 calendar days and will provide 60% of the employees wages.

SECTION 4. Any employee eligible for coverage outlined in Sections 1A, 2A, or 3A above who elects not to enroll in such coverage, or those electing Option 2 in Section 2, upon annual application and on a yearly basis, will be granted a fifty dollar (\$50) monthly stipend which shall be applied toward either a tax sheltered annuity; with such tax sheltered annuity or insurance option to be as selected by the employee and approved by the Board for such purpose, and with enrollment to be per terms and conditions of the carrier. Such benefit shall begin with the first full month that such Blue Cross/Blue Shield health coverage is not provided, with payment by the district to be made on or before the last day of the month. In the event that insurance coverage from an alternative source (i.e., the spouse of the employee) is no longer available during the coverage year, the Board shall, upon written notification and in accordance with the procedure required by Blue Cross/Blue Shield reinstate such health insurance benefits. This section will be effective, and retroactive, to January 1, 1997 for Classroom/Building Aides hired prior to July 1, 1990. For all other employees hired on or after July 1, 1990, this section will be effective on July 1, 1997.

SECTION 5. Failure on the part of the employee to notify the district, at the time of event, of a change in dependency status that results in a reduction in monthly premiums will necessitate the employee reimbursing the district for the accumulated difference.

SECTION 6. During the term of this agreement, representatives of the Board and the Teamsters union will continue to investigate the insurance coverage in Article XXI. The purpose of such investigation is to explore comparable or better coverage for the employees at a lower cost to the district. It is understood that changes may result from the investigations and may be made by mutual agreement without the necessity of reopening this agreement for renegotiation.

F-4 Miscellaneous

Classroom/Building Aides hired prior to July 1, 1996 will receive retroactive pay for one holiday (day after Christmas, December 26, 1996) at their established hourly rate on that date.

IN WITNESS WHEREOF, the parties hereto have hereupon set their hands and seals this 21st day of April 19 97 for the Accretion of the Classroom/Building Aides to the terms and conditions of this contract as specified.

ALCONA COMMUNITY SCHOOLS

Monty Kruttlin
Monty Kruttlin, President
Alcona Board of Education

Kathryn F. Kniep
Kathryn Kniep, Secretary
Alcona Board of Education

Paul Mancine
Paul Mancine
Superintendent of Schools

Mary Jane Foster
Mary Jane Foster
Administrative Assistant

TEAMSTERS STATE, COUNTY,
AND MUNICIPAL WORKERS
LOCAL 714

Les Barrett
Les Barrett
Business Representative

Marie Franklin
Marie Franklin, Chief Steward

Vicki Metheringham
Vicki Metheringham
Classroom/Building Aides
Representative