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6/30/98
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AGREEMENT

between

ALPENA PUBLIC SCHOOLS
Alpena, Michigan

and

UNITED STEELWORKERS OF AMERICA
Local 207

July 1, 1994 to June 30, 1998

Alpena Public Schools

1912

1912

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AGREEMENT

This Agreement is entered into this 19th day of June, 1995, by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "School District" and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter called the "Union". The parties agree as follows:

I. RECOGNITION AND DUES CHECK OFF

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees; and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all building service employees including Lead Custodians, Custodians, Lead Cooks, Assistant Cooks, Cafeteria Helpers and Utility Maintenance. This representation applies both to the classification and the type of work performed by these classifications. All other employees are not included.

B. The following employees shall not be subject to the terms of this Agreement:

1. Supervisory personnel.
2. Substitutes.

C.

1. All persons employed in the Bargaining Unit, or who become employees in the Bargaining Unit, shall, after forty-five (45) days worked or sixty (60) calendar days, whichever comes first, of the date of hire shall as a condition of employment pay either union membership dues or a service fee in an amount established by the union.

2. The School District and Union agree that the payroll deduction of union membership dues and/or service fees is required as a condition of the collective bargaining agreement. The School District will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLA 408.477.

3. Service Fee Payors: Bargaining Unit members not joining the Union shall pay a service fee to the union as determined in accordance with the Union policy and procedures regarding objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Should the mandatory payroll deduction provisions set forth in this Article become legally disallowed, the parties agree that the discharge procedures set forth in Article I.C. of the 1988-90 collective bargaining agreement shall be reinstated.

5. In the event of any legal action against the employee because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the School District and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

D.

1. The School District shall deduct union dues, initiation fees and assessment or agency shop fees in accordance with procedures allowed by current data processing system and remit same to the International Treasurer of the

Union each month for all employees who have received a minimum of five (5) days pay.

2. When an employee does not have sufficient money due after deductions have been made for social security, retirement, group insurance, garnishments or other deductions required by law, Union dues will be deducted when sufficient money is due the employee.

E. The Union shall notify the School District in writing of the amount of the dues and initiation fees to be deducted and fifteen (15) days in advance whenever they are changed thereafter.

F. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done following the last pay of each month.

G. The District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

II. REPRESENTATION

A. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members and Stewards for the following:

1. Custodian
2. Cafeteria Employees
3. Utility

B. Members of the Grievance and Negotiation Committee and Stewards shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiation of the contract. Board compensation is limited to three (3) members.

C. The Union will keep the School District informed concerning current officers and representatives of Local 207.

III. SENIORITY

A. School District Seniority

School District seniority is defined as the length of an employee's continuous employment from most recent date of employment by the School District.

B. Seniority Lists

The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date, department, departmental seniority date and classification. This list will be revised once each fiscal year and sufficient copies forwarded to the President of Local 207 and a copy to the International Representative. The first seniority list shall be attached to this Agreement and become a part thereof. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

C. Loss of Seniority

1. An employee shall lose seniority and be terminated if:
 - a. The employee quits or retires.
 - b. The employee is discharged and the discharge is not reversed.
 - c. The employee is absent three (3) working days without notice or approval.
 - d. The employee fails to report for work when recalled from layoff, as set forth in this Agreement.
 - e. The employee is laid off for a period of four (4) years. Employee shall keep the Personnel Office informed of current address and phone number.
 - f. The employee fails to return to work upon expiration of a leave of absence.

g. Employee falsifies information on the application for employment.

h. The employee gives a false reason for a leave of absence or engages in other employment during such leave.

2. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within time limits in C.1.e. on previous page.

3. Any person whose seniority has been terminated and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established on the date of re-employment.

4. An employee shall lose all seniority, accrued rights and benefits upon termination of employment as specified under Article III, C. of the Agreement unless otherwise specified in this Agreement.

D. Probationary Period

1. New employees hired in the unit shall be considered as probationary employees for the first forty-five (45) days worked or sixty (60) calendar days, whichever comes first. Said probationary period shall be without seniority, leave days or other benefits.

2. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee.

3. The School District shall be the sole judge of the acceptance of employees during the probationary period and no controversy concerning tenure of these employees shall be subject to appeal or grievance.

E. Department Seniority

1. The employee's departmental seniority shall accumulate continuously from the date of most recent employment in the department until terminated by provisions of this Agreement.

2. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- a. Custodial
- b. Utility
- c. Cafeteria

3. When more than one (1) employee is hired on the same day, departmental seniority will be determined by alphabetical sequence of last names.

4. For purposes of vacations and sick leave days, an employee's seniority shall be computed as of the most recent date hired.

5. Employees within a building may exercise seniority to change their daily work station in the event a substitute is needed to cover an employee absence with supervisor's approval. The supervisor may also re-assign employees to different work stations as a result of absences providing these absence occur in the same building on the same shift.

F. Vacancies

1. A job will be considered a permanent vacancy when the employee holding the job has terminated employment, is discharged, transferred or when it is a newly created job. Vacancies resulting from an extended absence and known to be thirty (30) days or longer shall be considered a temporary vacancy.

2. When a permanent or temporary vacancy exists, a notice will be posted on the Local 207 bulletin board in each building describing the work assignment and advising that application will be accepted from employees within

their respective department. This notice will specify the final date and how for receipt of applications. (Minimum notice of three (3) working days or ten (10) calendar days for those employees with an excused absence or until those pertinent employees on vacation are notified.)

Positions will be posted when the hours increase or reduce by one hour or more from the particular top bid, unless all positions within the classification are increased or reduced.

3. Vacancies filled by employees within the Department shall be based on the ability to perform the work with senior employees given first consideration.

4. When a vacancy cannot be filled by applicants from within the Department, the School District may interview and hire applicants from other departments based upon their ability to perform the work with the senior employees given first consideration.

5. Employees filling a temporary vacancy shall receive the rate of pay for the job being performed, shall have the right to the bidding procedure and shall return to their most recent permanent work assignment upon termination of the temporary vacancy. If their former position no longer exists, the employee shall take the least senior permanent position within the department where the employee holds seniority.

6. An employee permanently transferred to a different classification shall have a trial period of not less than ten (10) working days nor more than thirty (30) working days and shall receive the rate of pay for the job being performed. If the employee is not retained in the position or decides not to accept the position, the employee shall be reinstated without loss of seniority in the former position or if it no longer exists, will take the least senior permanent position within the department. The employee shall not request transfer to the same or similar position for a period of two (2) months.

G. Layoff

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest seniority provided they are properly qualified and physically able to perform the available work. The employees who are subject to transfer due to a reduction of the work force will, after all posting transfers, be assigned, by seniority, to their choice of the remaining open positions.

2. Whenever any employee is to be laid off, the School District shall notify the employee and Chairperson of the Grievance Committee at least twenty-four (24) hours in advance of such layoff, providing the Board receives in writing an updated list of union officers each year.

H. Recall

1. Laid-off employees shall be recalled in accordance with departmental seniority; that is, the employee with the greatest seniority shall be recalled first; provided they have the ability and are physically able to perform the duties of the job that is open.

2. When recalling laid-off employees, the School District will notify them by certified mail at the last known address. If such employees do not notify the School District within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the School District may call the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

3. It is clearly understood that any individual laid off shall automatically suspend the employer's obligation to salary or fringe benefits under this Agreement.

4. Should an employee be offered a work assignment to fill a permanent vacancy for which they are qualified and refuse such appointment, said employee will lose the right to remain on the seniority recall list and shall be considered as having quit.

5. Notwithstanding any of the seniority rules contained herein, the Union President and Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of their department seniority list, provided, however, that this preferential seniority shall be only for the purpose of determining layoff and rehiring.

IV. GRIEVANCE

A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this Bargaining Unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. A grievance shall be processed in Step One within five (5) calendar days of its occurrence or knowledge of the occurrence.

C. Procedure:

1. Step One

Any employee with a complaint should discuss this complaint with his/her immediate supervisor, his/her Steward being present or absent, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the supervisor with the Steward shall take place to try to effect settlement. The Chairperson of the Grievance Committee may substitute for Departmental Stewards in case of absence or at a location where no specific Steward has been provided.

If Step One does not effect settlement within five (5) working days from the meeting between the Steward and the immediate supervisor, the grievance shall be reduced to writing by the Chairperson of the Grievance Committee and given to the immediate supervisor for a written response. The immediate supervisor shall have five (5) working days to respond in writing.

2. Step Two:

Within five (5) working days after receiving the written answer provided in Step One, the Grievance Committee may continue to process the grievance by submitting the grievance to the Director of Personnel. Upon receipt of the grievance, the Personnel Director or designated representative must within ten (10) working days meet with the Grievance Committee and International Representative and try to resolve the matter. Within ten (10) working days after conclusion of this meeting, the Personnel Director or designated representative shall respond in writing to the Union with the District's position on the grievance.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the other party within ten (10) working days from receipt of the written answer to Step Two. Failure to do so within the time allotted above will result in the complaint being abandoned.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the American Arbitration Association and the other party of its intention within thirty (30) working days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

a. The Arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Employer, Union and Employees involved.

b. The arbitrator's fee and expenses shall be borne equally by both parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or participant.

D. Grievance Conditions:

1. An earnest effort shall be made by both sides to settle any grievance at Step One, and if necessary, at each subsequent step.

2. In all steps of the grievance procedure, either the employer or the Union shall have the right to specify that the aggrieved employee, his/her immediate supervisor or both, be called in to discuss details of the grievance in the presence of the proper representatives of both the Employer and the Union.

3. Upon mutual agreement of both the Employer and Union, a grievance may be expedited and moved to a higher level for hearing.

4. No monetary claim of an employee covered under this Agreement against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

5. Whenever a Committee Member or a Steward finds it necessary to leave his/her regular work for the purpose of executing any phase of the grievance, he/she shall notify his/her immediate supervisor but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor.

shall act to secure a replacement as quickly as possible from the qualified substitute list.

6. Permission shall be granted to the International Representative of the Union, and the Union President or Committee Member to enter the schools for the purpose of representation upon notification to the Building Administrative Office.

7. Time limits may be extended by mutual consent of both parties.

8. Financial compliance of grievance settlements shall be within thirty (30) calendar days with a copy of the compliance to the President of the Local Union.

V. ABSENCES AND LEAVES

Union and management recognize a problem with employee absence and agree that misuse, misrepresentation or misapplication of contractual leave provisions is a serious offense.

Improper use of the provisions within Article V. shall be subject to discipline, up to and including discharge. Where feasible, the customary progressive penalty formula shall be:

- First Offense - written reprimand
- Second Offense - one (1) day suspension without pay
- Third Offense - five (5) days suspension without pay
- Fourth Offense - thirty (30) days suspension without pay
- Fifth Offense - discharge

Falsification of employer records related to leave requests is subject to automatic discharge.

A. Family Emergency Illness Absence:

Employees required to be absent because of any emergency illness of a serious or critical nature (as defined by the Family Medical Leave Act) of a member of the immediate family may draw the regular salary not to exceed five (5) days at any one time and shall be deducted from sick leave allowance. The term immediate family shall be defined as the employee's spouse, children, step-children, parents or step-parents, siblings of the employee and/or spouse; and any of the following living with the employee at the time of illness: step-siblings, grandparents, grandchildren, sons- or daughters-in-law of the employee and/or spouse, and any individual living with the employee on a non-commercial basis.

B. Bereavement Absence:

Employees absent from duty to attend the funeral or a memorial service in lieu of the funeral of a member of the immediate family or a relative with whom they may at the time be living, may draw regular wages not to exceed three (3) days for each funeral and are independent of sick leave and

are NOT cumulative. Bereavement may be granted more than once per year. The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify his/her immediate supervisor before being absent from work.

The term immediate family shall be defined to include employee's father, mother, father-in-law, mother-in-law, step-parents, brother or half-brother, stepson or stepdaughter, sister or half-sister, spouse, son or son-in-law, daughter or daughter-in-law, grandparents, grandchildren, brother-in-law and sister-in-law of the employee.

C. Personal Sick Leave:

Upon employment, twelve (12)-month employees will be eligible for fifteen (15) sick leave days per year and ten (10)-month employees will be eligible for twelve (12) sick leave days per year to be used for persons' illness, prorated from date of employment to the following June 30. Commencing with the next fiscal year, additional sick leave days will be granted at the rate of fifteen (15) days per year for twelve (12)-month employees and twelve (12) days per year for ten (10)-month employees. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave days will be prorated for employees working less than their scheduled work year. Sick leave days will be charged in half or whole day increments. Sick leave for employees working less than eighty (80) hours per pay period shall be at the average of all regularly scheduled hours worked during the last pay period worked. Proof of illness and/or ability to return to work, signed by a physician, may be required. Employees on layoff are not entitled to sick leave.

1. Upon eligibility for state retirement, employees may receive pay for six (6) percent of their unused sick leave if they have served the Alpena Public School District for ten (10) years. They may receive twelve (12) percent of their unused sick leave after fifteen (15) years of service to the District and fifteen (15) percent of unused sick leave after twenty (20) years of service to the District.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees on general leave.

3. An employee absent because of injury or sickness compensable under the Michigan Worker's Compensation Law, may upon request of the employee use their accumulated sick leave to make up the difference between the employee's regular earnings and the worker's compensation payments.

The School District may require, at any time, a satisfactory physical examination by the physician designated by the School District before continuing to work. In case of disagreement between family physician and school district physician, a third physician selected by the parties shall examine the employee and this decision shall be in effect.

4. A record of cumulative sick leave shall be compiled and reported with the first check for the new contractual year.

D. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later than the third (3rd) month of pregnancy and shall indicate the length of the requested leave. The approved leave shall become effective on the date requested as long as she can perform all the duties of her position and has on

file in the Personnel Office upon request a letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s). Should this condition not be met, then she will be immediately placed on maternity leave.

Notice of intention to return from leave must be sent in writing to the Personnel Office thirty (30) calendar days prior to the intended return. Upon her return she shall present to the Personnel Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return, all benefits possessed at the time of the leave will be restored (seniority, including the time on leave; accumulated sick leave; etc.).

Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for employees not on maternity leave, temporary disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

E. Military Service:

The School District agrees to comply with the regulations for re-employment rights under the Federal Selective Service Acts of 1940 and 1948 as amended and extended.

F. Union Leave:

In the event an employee or employees are selected by this International Union to perform Union Business or attend Union meetings or institutes which necessitates a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority.

G. General Leave:

A general leave of absence without pay not to exceed one (1) year, upon written request to the Personnel Department, may be granted to seniority employees. Requests must be filed a minimum of two (2) weeks in advance of the date requested. A general leave of absence that exceeds one (1) month will be without fringe benefit but will accumulate seniority.

Absence due to personal illness in excess of accumulated sick leave will automatically place an employee on unpaid sick leave for a maximum of six (6) months. The Board will pay its share of health insurance and life insurance for any employee who has completed a minimum seniority of one (1) year. The employee will accumulate seniority.

H. Personal/Emergency Leave:

Up to two (2) days paid leave is provided for activities that are of such a nature that they cannot be done on a non-work day. Such leave is not to be interpreted as being for vacation, recreation, money-making activities or other employment and must be taken in no less than half (1/2) day increments. Twenty-four (24)-hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Director of Personnel or Director of Non-Instructional Services.) Reason for the leave must be stated. In case of suspected misuse, the employee may be asked to verify proper use of this leave.

I. Snow Day:

All employees must report to work on snow days regardless of shift. Permission to report on a different shift must come from your supervisor.

When schools are closed the employees not working will not be paid for such days. The employee will work on the rescheduled days of student

instruction and will be paid at their regular hourly rate of pay. Cafeteria employees will report to their work stations on the first two (2) snow days. Thereafter, they will not report and will not be paid.

If a severe storm(s) should occur and employees are instructed not to report, they shall not be considered absent.

Should employees receive unemployment benefits related to Act of God Days, these benefits will be repaid the District through payroll deduction.

VI. HOLIDAYS

A. The following days shall be recognized as paid holidays:

1. 12-Month Employee (Custodial/Utility)

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Easter Monday	Opening Day MI Deer Season	Day before Christmas
Memorial Day	Thanksgiving Day	Day before New Year's Day

2. 10-Month Employee (Cafeteria)

New Year's Day	Opening Day MI Deer Season	Day before Christmas
Good Friday	Thanksgiving Day	Day before New Year's Day
Easter Monday	Day after Thanksgiving	Memorial Day
Labor Day	Christmas Day	

Whenever any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. All holiday hours shall be counted as hours worked.

B.

1. All regular personnel who have served their probationary period will receive holiday pay based on the employee's hourly rate and regularly scheduled work day. To be eligible, the employee shall have worked the last scheduled work day prior to and the next scheduled work day following the holiday unless the employee is on an approved absence.

2. Employees ordered to report for work on a holiday, but who fail to report for and perform work, shall not be entitled to any holiday pay.

3. Employees who work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of his/her eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph, a holiday is defined as twenty-four (24)-hour period beginning at 6 a.m. of the holiday.

c. An employee who works as ordered on a holiday shall receive a minimum of one-half (1/2) the normal day's work at double (2) time.

VII. VACATIONS

A. Custodial Employees

1. Employees who have been paid for nine hundred (900) hours or more in the twelve-(12) month period preceding July 1 of each year shall receive an annual vacation with pay according to the schedule in Paragraph 5.

2. Employees who have been paid for five hundred forty (540) hours, but less than nine hundred (900) hours, in the twelve-(12) month period preceding July 1 of each year shall receive an annual vacation with pay at one-half (1/2) the amount shown on the schedule in Paragraph 5.

3. Employees who have been paid for less than five hundred (540) hours in the twelve-(12) month period preceding July 1 of each year shall not receive any vacation or vacation pay.

4. New employees shall be prorated to July 1 and the following July 1 shall receive either full or one-half (1/2) vacation, according to their hours as per paragraphs 1 and 2. The prorated vacation shall count as one (1) year for future vacation purposes.

5. At the completion of two years of employment, vacation shall be increased with pay annually for each additional year of service through the twelfth (12th) year in accordance with the following schedule:

1 - 2 years	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
8 years	16 days
9 years	17 days
10 years	18 days
11 years	19 days
12 years	20 days
15 years	21 days
20 years	22 days

6. All time lost for paid sick leave, funeral and emergent absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Unused vacation time is not reimbursable nor cumulative from year to year. Vacation pay will be received on their regular payday.

B. Cafeteria Employees

1. Employees whose regular assignment is five (5) hours a day or greater (and have been paid for a minimum of 900 hours) will receive an annual vacation with pay according to the schedule in Paragraph 5.

2. Employees whose regular assignment is equal to or greater than three (3) hours a day but less than five (5) hours a day (and have been paid for a minimum of 540 hours) will receive an annual vacation with pay at one half (1/2) the days shown in Paragraph 5.

3. Employees whose regular assignment is less than three (3) hours a day shall not receive any vacation or vacation pay.

4. Employees whose employment commences on January 1 or later will not be entitled to vacation until the following year.

5. At the completion of two (2) years of employment, vacation shall be increased with pay annually for each additional year of service through the twelfth (12th) year in accordance with the following schedule for cafeteria employees:

1 - 2 years	9 days
3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
15 years	20 days
20 years	21 days

6. All time lost for paid sick leave, funeral and emergency absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Cafeteria employees will be paid their vacation pay in the last check in the fiscal year (providing there is at least seven (7) days to prepare the checks).

C.

1. Vacations due shall be computed on the basis of the hours worked in the twelve (12)-month preceding July 1 of each year and posted.

2. Unused vacation time is not reimbursable nor cumulative from year to year.

3. Requests for vacation periods must be approved by the immediate supervisor. Ten-month employees and employees who do not work nine hundred (900) hours per year shall be paid their vacation pay in the last check in the fiscal year [providing there is at least seven (7) days to prepare the checks]. Employees working either continuously or nine hundred (900) hours or more shall receive their vacation pay on their regular payday, except when otherwise requested.

4. When school is in session, no more than three (3) employees in any department [two (2) employees in the maintenance department] may take vacation at the same time.

a. Vacation periods will be arranged by the employees in the vacation groups, subject to the rules contained herein and approved by the supervisor. Preference for vacation will be granted on the basis of unit seniority.

b. Preference by unit seniority may be exercised for only one (1) segment of a split vacation, but must consist of a minimum of one full week or full weeks at a time.

c. An approved vacation schedule will be posted by April 1 of each year and will be updated on a bi-weekly basis. No preference by seniority will be given an employee who fails to return her/his authorization by April 1. Vacation time thereafter will be granted on a first come-first serve basis.

This process will be completed by June 15 and posted by July 1.

d. Requests for less than three (3) days must be in writing and received by the Personnel Office at least forty-eight (48) hours prior to the requested day or days. Requests of less than three (3) days will be honored within the limitations stated herein unless an emergency situation exists which makes it impossible to have the employee off the job that given day or days.

D. Pay for vacation days earned shall be computed as shown below:

1. For those employees that work a regular shift throughout the year:
Vacation Days Earned x Hours Scheduled x Hourly Rate.

2. For those employees whose schedule is changed by changing jobs or working a varying number of hours per day (not including overtime hours):
Vacation Days Earned x Average Hours Worked Per Day x Hourly Rate.

VIII. HOURS

A. The normal work week shall begin with the first shift Monday a.m. and end with the last shift Friday p.m. The normal work week shall be forty (40) hours but shall not be construed as a guaranteed work week.

B. The work day shall normally consist of eight (8) hours worked. Day shift employees shall have a one (1) hour unpaid lunch period as scheduled by their immediate supervisor. The one (1) hour lunch period may be scheduled as one-half (1/2) hour at the request of the employee and at the discretion of the supervisor and Director of Non-Instructional Services or Director of Personnel. Employees working the second and third shifts shall have a one-half (1/2) hour paid lunch period included in their eight (8) hour shift. Employees beginning work at 3:00 p.m. or later and working a three (3), four (4), five (5) or six (6) hour shift will be allowed a lunch period or coffee break for twenty (20) minutes only approximately midshift.

C. Lead custodians, custodians and cafeteria personnel shall work the assigned hours directed by their immediate supervisor. Work schedules shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime during the period covered by the schedule.

D. For the purposes of computing overtime, eight (8) hours work shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of time and one-half (1-1/2). All time worked over forty (40) hours in any work week shall be paid at time and one-half (1-1/2). All work performed on Saturday shall be paid at one and one-half (1-1/2) times their regular rate and all work performed on Sunday shall be paid for at two (2) times their regular rate.

E. Upon direction from a supervisor, the lead custodian shall be responsible for checking the heating system or building. This function shall not be counted as days or hours worked. Pay shall be one (1) hour forty (40) minutes at one and one-half (1-1/2) time on Saturdays, one (1) hour and fifteen (15) minutes at double time on Sundays and one (1) hour at two and one-half (2-1/2) time for holidays.

F. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This does not apply to employees trading shifts for their own convenience. Notice of closing of a school or schools under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

G. The administration shall make every effort to schedule employees on a monthly schedule for the maximum hours possible up to a normal eight (8) hour work day.

H. Split shifts shall not be scheduled without the permission of the parties hereto.

I. A minimum of four (4) hours pay shall be granted to employees called for work outside their normal work schedule and shall include all premium pay.

J. Custodial Overtime

All overtime at any school will be kept within a building, starting with the most senior person in the custodial department low in overtime. At the beginning of the new school year, everybody starts out the same.

If custodial overtime is turned down by all the custodians in a particular building, the overtime will be offered based upon previous timesheets to the custodians in other buildings.

The work week is Monday through Friday. Custodians wishing to work overtime on the weekend must inform the person who schedules overtime. If the custodian is on vacation, he/she will not be charged in the red unless the custodian agreed to work then changed his/her mind. That time will be re-assigned. The custodian refusing the overtime will be marked in the red the said overtime.

All overtime will be kept as equal as possible. Anyone working overtime must be knowledgeable about the work to be performed.

Any custodian wishing not to work overtime must sign a waiver. Under special circumstances, such as graduation, custodians who signed waivers may work overtime if they wish to do so.

A district-wide list will be kept based on seniority of all custodians who want to work overtime.

Overtime is normally scheduled at the beginning of the work week unless details of programs are not available, such as time in or out, set ups or duties that are to be performed. If a custodian is not available when overtime is being scheduled due to illness, family emergency, etc. and said custodian returns before the end of the week, overtime will not be adjusted to accommodate said custodian. Said custodian will not be charged in the red, and will remain low for the next overtime.

A custodian will be charged overtime while on sick leave, etc.

If a custodian is off on personal leave or vacation Friday, he/she will not be charged for overtime.

When a custodian comes off a waiver from being called for overtime, he/she must come in at the high end.

If mandatory overtime, low qualified custodian must work.

If a custodian transfers to the high school, he/she must keep his/her overtime if it is high. If his/her overtime is low, he/she will be considered on the low average at the high school.

A person from the union will assign overtime at the high school, working with the supervisor.

Overtime may not be grieved for monetary compensation but will be assigned overtime as the low person until such time as the problem is rectified.

IX. CLASSIFICATION AND WAGES

A. Lead Custodian - An employee responsible for the care and cleaning of one or more buildings and grounds under the direction of the Building Principal. This person may "lead" or direct the work of other employees, but he/she cannot discipline other employees.

B. Custodian - An employee aiding a Lead or Head Custodian in the care and cleaning of a building and grounds. He/she works as directed by the Lead Custodian or Head Custodian.

C. Lead Cook - An employee who directs the work in a school kitchen and cafeteria as necessary to properly provide school lunches under the direct supervision of the Building Principal and the Director of Food Services.

D. Assistant Cook - An employee who assists the Lead Cook or Cook-Manager as directed. These employees are usually specialists such as Salad Cooks, Bakers, or as required.

E. Cafeteria Helper - Any employee who helps the Lead Cook as directed by the Lead Cook. The general title may cover several specific jobs with different wages.

F. Utility "A" - An employee who can complete most types of repairs on school equipment without additional advice and must be qualified in one or more areas covered by local building codes.

G. Utility "B" - An employee with ability in a skill but needs direction for school problems. This employee may have warehouse, grounds keeping, and related duties and will be available to assist Utility "A".

H. The persons employed in the job classification set forth on the wage schedule shall be paid the wages set forth therein during the term of this Agreement.

Local 207 - Custodial/Cafeteria
Wage Schedule

<u>Position</u>	<u>94-95</u>			
	<u>Base</u>	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>
Utility A	11.36	11.41	11.46	11.51
Utility B	10.96	11.01	11.06	11.11
Lead Custodian	10.80	10.85	10.90	10.95
Custodian	10.50	10.55	10.60	10.65
Lead Cook	9.38	9.43	9.48	9.53
Assistant Cook	9.14	9.19	9.24	9.29
Cafeteria Helper	8.86	8.91	8.96	9.01

	<u>95-96</u>			
	<u>Base</u>	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>
Utility A	11.70	11.75	11.80	11.85
Utility B	11.28	11.33	11.38	11.43
Lead Custodian	11.13	11.18	11.23	11.28
Custodian	10.81	10.86	10.91	10.96
Lead Cook	9.66	9.71	9.76	9.81
Assistant Cook	9.41	9.46	9.51	9.56
Cafeteria Helper	9.13	9.18	9.23	9.28

	<u>96-97</u>			
	<u>Base</u>	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>
Utility A	12.04	12.09	12.14	12.19
Utility B	11.62	11.67	11.72	11.77
Lead Custodian	11.46	11.51	11.56	11.61
Custodian	11.13	11.18	11.23	11.28
Lead Cook	9.95	10.00	10.05	10.10
Assistant Cook	9.69	9.74	9.79	9.84
Cafeteria Helper	9.40	9.45	9.50	9.55

Paychecks shall be issued to employees who have earned wages every second Friday throughout the calendar year for a maximum of twenty-six (26) paydays.

I. Shift premiums shall be established as follows and shall be applicable for those persons who work four (4) hours or more.

<u>Period Number</u>	<u>Period Covered</u>	<u>Shift Premium</u>
1	Shifts starting between 7 a.m. and 3 p.m.	None
2	Shifts starting between 3 p.m. and 11 p.m.	10 cents
3	Shifts starting between 11 p.m. and 7 a.m.	17 cents

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he/she shall receive shift premium for the total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In the case hours of work fall equally into two periods the higher premium shall be paid for all hours worked.)

J. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Personnel within thirty (30) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within thirty (30) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If, at any time, the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

X. INSURANCE BENEFITS

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Employees working less than a normal work week or normal work day will have insurance benefits prorated where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

Employees will, through payroll deductions, pay the difference between the Board contribution and the cost of the insurance.

A. Hospital-Medical:

Hospital-Medical insurance shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools. During 1994-95 year, the School District will pay an amount not to exceed Four Hundred Eighteen Dollars and Twenty-Nine Cents (\$418.29) per month for Family Regular, Three Hundred Seventy-Four Dollars and Eight Cents (\$374.08) per month for Two Person Regular and One Hundred Seventy-Eight Dollars and Eighty-Four Cents (\$178.84) per month for One Person Regular toward the full cost of hospital-medical insurance substantially equal to Blue

Cross/Blue Shield Comprehensive Semi-Private Hospital Care Certificate; Riders D45NM; MVF-1, Riders DC, SD, ML, FAE-RC, VST, Reciprocity & PPNV-1; \$2.00 Prescription Drugs, Master Medical Option III; Exact Fill & COB-3 and PRE 100-20, as provided in the table below:

Employees - 1000 hours paid	Full Coverage
Employee - 540 hours paid	One-half Premium

The insurance carrier shall be selected by the Board.

1995-96 and 1996-97

The Board will adjust the monthly contribution, according to family status, to reflect the same coverage provided in 1994-95. The Board contribution beyond 1996-97 shall not exceed the exact cost provided through this Agreement in 1996-97.

B. Life Insurance:

The School District shall provide Term Life and Accidental Death and Dismemberment Insurance protection as follows:

Ten Thousand Dollars (\$10,000)

The insurance carrier shall be selected by the School District. Employees regularly scheduled less than twenty (20) hours per week are not eligible for term life insurance. (Employees hired prior to July 1, 1986, are not affected by this provision.)

C. Dental Insurance:

The Board will provide dental care coverage equivalent to that existing during 1987-88. The Board has the right to select carrier and/or self-insure. Dental coverage is limited to one plan per household as provided below:

Employees - 1000 hours paid	Full Coverage
Employees - 540 hours paid	One-half Premium

D. Vision Care:

The Board will provide vision care coverage substantially equal to that existing during 1987-88. The Board has the right to select the carrier and/or self-insure. Vision coverage is limited to one plan per household as provided below:

Employees - 1000 hours
Employee - 540 hours

Full Coverage
One-half Premium

XI. OTHER CONDITIONS OF EMPLOYMENT

A. The School District will provide for a clearly designated area on bulletin board on existing bulletin boards in each school. The use of this space is restricted to noncontroversial matters such as notices of meetings or announcements concerning Union activities. There shall be one bulletin board area for each building.

B. The Union may have the right to conduct Union elections at schools providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity".

C. Students under school endorsed programs are supplemental to employee work schedules and shall not supplant employees in the bargaining unit. Names of students assigned to employees will be posted with the names of the employees and supervisors. Students are not allowed to work unless supervised by the employee or the employee's substitute. The employee is responsible to assign, assist and direct the student's work experience. The total number of students assigned to unit members shall not exceed the number of employees in the Bargaining Unit. No more than three (3) students may be assigned to a unit employee at any given time. The employer reserves the right to re-assign students when the intent of these provisions is violated. Violations are subject to the grievance procedure. Settlement, if any, will be to the unit member losing hours of employment.

D. Employees who are elected to a political office in the municipal, county, state or federal government or are appointed to public office will be granted a leave of absence, without pay, fringe benefits and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the School District at the conclusion of each ter

of office and prior to commencing another term of office. This shall not apply to short leaves of absence in which case there shall be only loss of pay.

E. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

F. Supervisors who are directly supervising the work of members of this Bargaining Unit shall not perform work which would directly result in a member of the Bargaining Unit not being able to perform his/her scheduled duties and thereby losing income.

In the event of a reduction of hours in a given department, within a building, and the supervisor in that building performs the duties normally completed during those hours, the hours shall be reinstated.

G. Warnings of unsatisfactory work shall be in writing, with a copy to the employee, Union President and Chairperson of the Grievance Committee.

H. Lead Custodian - In addition to the present lead Custodians located in other schools, a Lead Custodian shall be assigned as follows:

Alpena High School	1
Thunder Bay Junior High	1

Nothing herein shall prevent more Lead Custodians from being assigned.

I. The Union will be notified by letter of the following: Summer Paint Crew members, EEA, EOA, and Co-Op participants.

J. A safety committee may be established comprised of a custodian, cafeteria person, building principal, Director of Non-Instructional Services, and Director of Food Service. Regular meetings may be held and minutes furnished to the Union.

K. Whenever an employee is authorized to use his/her own car to go from one complex to another location to perform his/her duties, he/she will be reimbursed at the current IRS rate one way only.

L. When the schedule of work days is in conflict with the school calendar, the Board reserves the right to change the work days, with the exception of inservice days.

M. Any employee appointed to a supervisory position or any other position not subject to this Agreement, and who is demoted from such employment within six (6) months shall be reinstated to the Bargaining Unit with their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual agreement between the parties hereto. After six (6) months their return to the Bargaining Unit shall be subject to Union agreement.

N. Substitutes may be used to fill in for regular employees absent (not due to layoff) but who are expected to return to work or when an unfilled temporary vacancy exists.

Substitute employees are not part of the Bargaining Unit and are not covered by the provisions of the Agreement.

O. Where either gender is used in language of this contract, it refers to both male and female.

P. School Related Voluntary Functions:

Activities that have as their primary function raising revenue for support of student programs or activities may or may not use union personnel even if such events entail custodial and/or cafeteria services.

Activities resulting in potential personal profits for individuals or organizations (non-related to paragraph one) that require custodial/ cafeteria services will require the use of union personnel.

Q. Schooling

Job related college credit courses, approved in advance by administration, will be reimbursed at Twenty Dollars (\$20.00) per contact hour upon successful completion.

XIII. DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension:

The Board agrees upon the discharge or suspension of an employee to promptly notify the Chairperson of the Grievance Committee of the discharge or disciplinary action. It is mutually agreed that these actions will be handled in a discreet manner.

B. Discussion of Discharge or Suspension:

The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Chairperson of the Grievance Committee. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Chairperson. The Board, likewise, will discuss the written reprimands with the employee and the Chairperson upon request. A copy of written reprimands will be forwarded to the Union.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee or the Chairperson consider the discharge or suspension to be improper, the grievance shall be presented in writing through the Chairperson to the Board within five (5) regularly scheduled working days after the suspension and/or discharge action. The matter shall be referred to Step Two of the Grievance Procedure.

D. Employee File Content:

Should a discharge or suspension be reversed through the grievance procedure, the employee's file will be purged of information concerning the alleged incident.

E. This article is not applicable to an employee during the probationary period.

XIII. SPECIAL CONFERENCES

A. There may be established under this Article a closed forum hereinafter called "special conference" for the purpose of improving Employer/Employee relations. It is understood by the parties, that the special conferences are not to be construed or utilized as a grievance session nor is it to be considered as negotiations.

B. Special conferences utilized as a constructive basis for important matters will be arranged by the Union President and the Employer by mutual consent of the parties. The Union may appoint not less than two (2) nor more than six (6) members and the Employer may have a like number.

C. Arrangements for the conferences shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. Matters taken up at special conferences shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

XIV. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States. The right to select and hire, to promote to better position, to maintain discipline and efficiency of employees, and the right to discharge, transfer or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

XV. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State Law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

XVI. DURATION AND RENEWAL

The terms of this Agreement shall become effective as of July 1, 1994, except as otherwise noted, and continue until June 30, 1998. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewals. Wages shall become effective with the first pay period following July 1, 1994.

XVII. TERMINATION CLAUSE

The terms of this Agreement shall become effective as of July 1, 1994, except as otherwise noted, and continue until June 30, 1998. Article IX, Classification and Wages, paragraph H, only will be re-opened for negotiations during the 1997-98 school year. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties
affix their signatures at Alpena, Michigan, this 19th day of June, 1995.

ALPENA PUBLIC SCHOOL DISTRICT

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC

Joseph C. Mischley, Negotiator

George Becker, Int'l President

BOARD OF EDUCATION OF ALPENA AND
PRESQUE ISLE COUNTIES, MICHIGAN

Leo Gerard, Int'l Secretary/Treasurer

By: _____

Thomas Ritter
Board President

Richard Davis, Int'l Vice President

Leon Lynch, Int'l Vice President

By: _____

Lee D. Sandy
Superintendent

Harry E. Lester, Dist. 29 Director

Robert Daleski

Board Members at Ratification:

David M. Funk, Jr.
Linda LaLonde
John Norton
Thomas Ritter
Jannine Singer
Mary Beth Timmer
Sally B. Weeks

Gladys Spigelmyre

Elona Frary

Marigold Piper

Harold LeBarre

Patricia Spragg

LOCAL 207

Cafeteria Department

July 1, 1994

<u>NAME</u>	<u>HIRE DATE</u>	<u>DEPARTMENTAL SENIORITY DATE</u>	<u>CLASSIFICATION</u>
Tadajewski, Theresa	Dec. 12, 1975	Dec. 12, 1975	Lead Cook
Kane, Theresa	Sept. 4, 1985	Sept. 4, 1985	Lead Cook
Frary, Elona	Aug. 25, 1986	Aug. 25, 1986	Cafeteria Helper
Ohliger, Melissa	Aug. 26, 1986	Aug. 26, 1986	Lead Cook
Sommerfeld, Peggy	Jan. 12, 1987	Jan. 12, 1987	Assistant Cook
Soltysiak, Cynthia	Sept. 2, 1987	Sept. 2, 1987	Lead Cook
Hansen, Laurie	Oct. 26, 1987	Oct. 26, 1987	Assistant Cook
Lewandowski, Mary Beth	Feb. 29, 1988	Feb. 29, 1988	Cafeteria Helper
Kowalski, Theresa	Sept. 15, 1988	Sept. 15, 1988	Cafeteria Helper
Degen, Jane	Dec. 14, 1988	Dec. 14, 1988	Cafeteria Helper
Huggler, Nyla	Feb. 13, 1989	Feb. 13, 1989	Cafeteria Helper
Golden, Arlene	Dec. 3, 1990	Dec. 3, 1990	Cafeteria Helper
Dewar, Debra	Oct. 15, 1991	Oct. 15, 1991	Cafeteria Helper
O'Neil, Dianne	Nov. 25, 1991	Nov. 25, 1991	Cafeteria Helper
Cousineau, Cheryl	Sept. 1, 1992	Sept. 1, 1992	Lead Cook
Jones, Dianna	Jan. 18, 1993	Jan. 18, 1993	Cafeteria Helper
Graham, Karen	Nov. 29, 1993	Nov. 29, 1993	Cafeteria Helper
O'Brien, Sherrie	Aug. 31, 1994	Aug. 31, 1994	Cafeteria Helper
Oeltjen, Barbara	Aug. 31, 1994	Aug. 31, 1994	Lead Cook
Schuelke, Mary	Aug. 31, 1994	Aug. 31, 1994	Cafeteria Helper
Jore, Mariette	Mar. 27, 1995	Mar. 27, 1995	Cafeteria Helper

LOCAL 207

Utility Department

July 1, 1994

<u>NAME</u>	<u>HIRE DATE</u>	<u>DEPARTMENTAL SENIORITY DATE</u>	<u>CLASSIFICATION</u>
Brancheau, Ted	Apr. 16, 1973	April 16, 1973	Utility B
Hiske, Dennis	Sept. 16, 1976	October 25, 1979	Utility B
Spragg, Patricia	May 29, 1974	December 10, 1979	Utility B
Halleck, Jan	July 1, 1981	July 1, 1981	Utility B
Talaski, Mike	Nov. 30, 1984	November 30, 1984	Utility A
Zolnierenek, Paul	Jan. 7, 1986	August 4, 1986	Utility B
Showalter, Brad	Aug. 18, 1986	August 18, 1986	Utility A
Torsch, Ken	May 26, 1987	May 26, 1987	Utility B

6-30-95

LOCAL 207

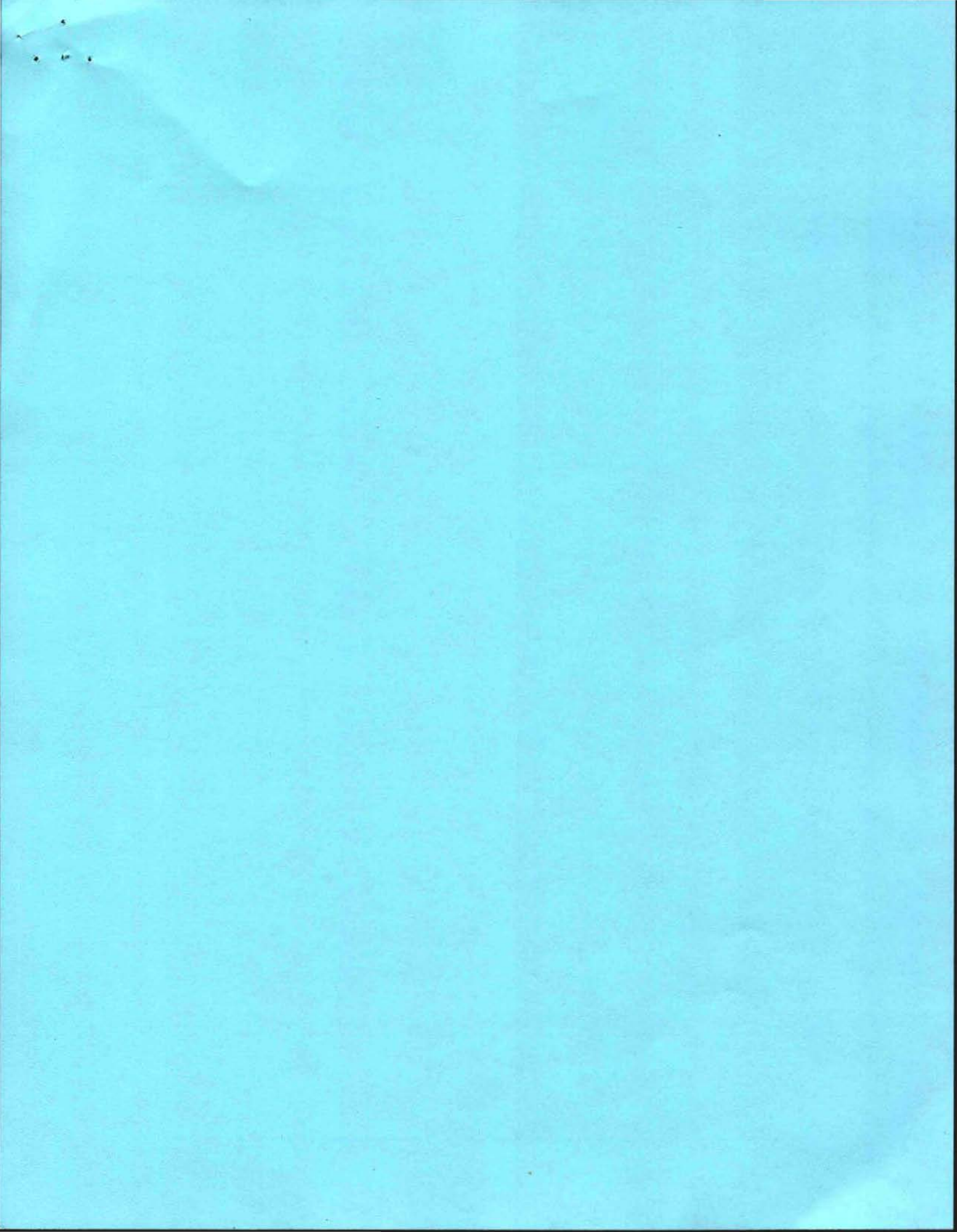
Custodial Department

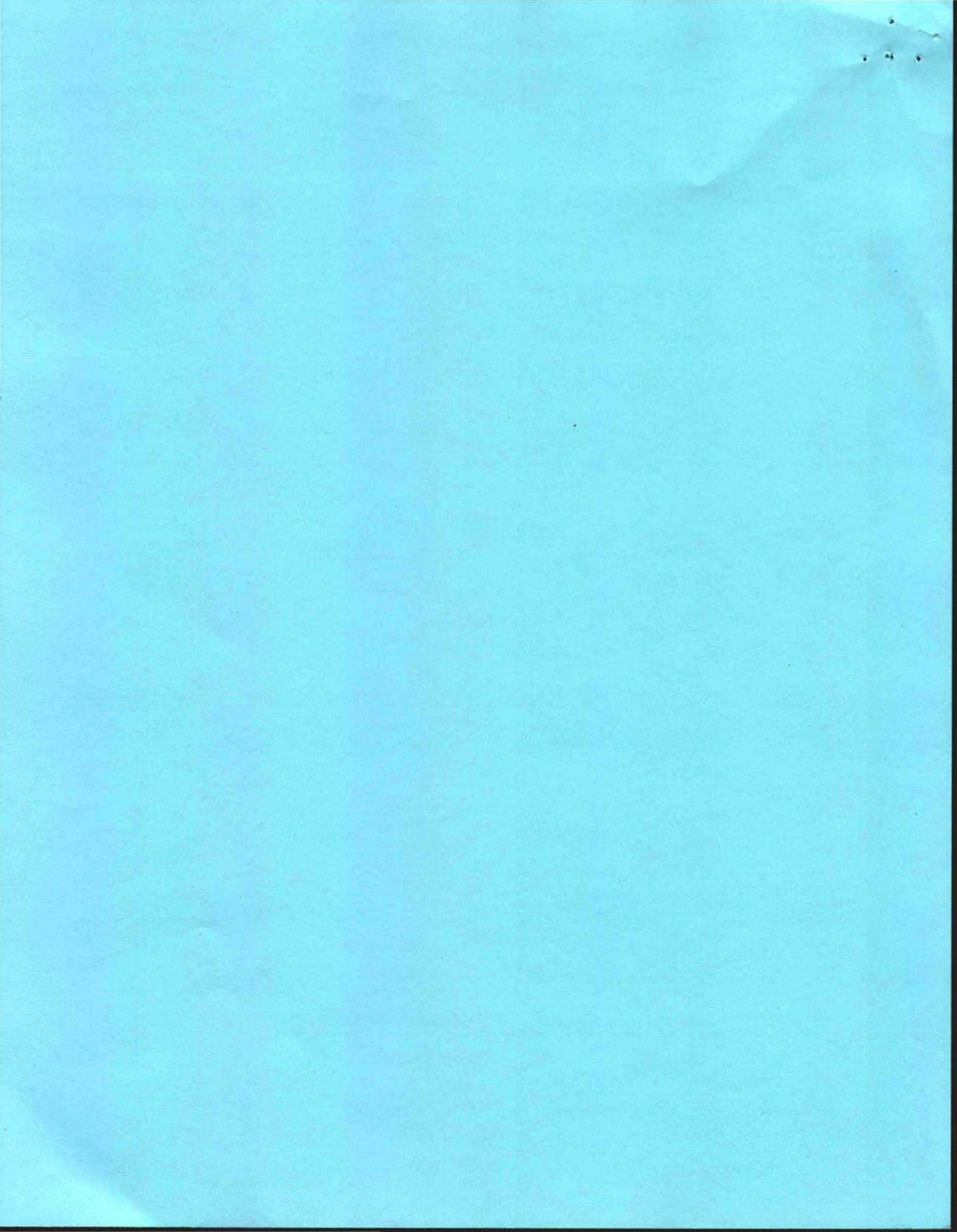
July 1, 1994

<u>NAME</u>	<u>HIRE DATE</u>	<u>DEPARTMENTAL SENIORITY DATE</u>	<u>CLASSIFICATION</u>
Klein, Clair	Oct. 17, 1966	Oct. 17, 1966	Lead Custodian
Daoust, June	Mar. 6, 1967	Mar. 6, 1967	Custodian
Bleau, Laura	Feb. 2, 1971	Feb. 2, 1971	Custodian
Hoppe, Patricia	Aug. 31, 1971	Aug. 31, 1971	Custodian
Spigelmyre, Gladys	Apr. 23, 1973	Apr. 23, 1973	Lead Custodian
Koch, Lucille	Oct. 29, 1973	Oct. 29, 1973	Lead Custodian
Kapala, Arlene	Nov. 14, 1973	Nov. 14, 1973	Custodian
Arpin, Margaret	Jan. 7, 1974	Jan. 7, 1974	Custodian
Gagnon, Eleanore	Mar. 25, 1974	Mar. 25, 1974	Custodian
Page, Patricia	Dec. 12, 1973	Apr. 1, 1974	Custodian
Lancewicz, Joseph	Nov. 13, 1974	Jan. 27, 1975	Custodian
Pettit, Patricia	May 12, 1980	May 12, 1980	Lead Custodian
LeBarre, Harold	June 16, 1980	June 16, 1980	Custodian
Wolfe, Duane	July 7, 1980	July 7, 1980	Lead Custodian
Romel, Barbara	Mar. 17, 1967	Feb. 13, 1984	Custodian
Dahl, Ellen	Sept. 12, 1984	Sept. 12, 1984	Lead Custodian/ Custodian
Bedford, Betty	Feb. 20, 1985	Feb. 20, 1985	Lead Custodian
Shay, Mark	Feb. 21, 1985	Feb. 21, 1985	Lead Custodian
Smith, Karen	Sept. 7, 1976	July 1, 1985	Custodian
Trelfa, Robert Jr.	Jan. 9, 1986	Jan. 9, 1986	Lead Custodian

Bushey, Rose	Feb. 24, 1986	Feb. 24, 1986	Custodian
Kamyszek, Brian	May 12, 1986	May 12, 1986	Custodian
Anderson, Russell	Oct. 27, 1986	Oct. 27, 1986	Custodian
Lyon, Harry	Oct. 27, 1986	Oct. 27, 1986	Custodian
Burns, Kimberly	Mar. 30, 1987	Mar. 30, 1987	Lead Custodian
Crevier, Bonnie	Sept. 2, 1987	Jan. 26, 1988	Lead Custodian
Kieliszewski, Carole	Aug. 25, 1986	Aug. 23, 1988	Custodian
Standen, Tammy	Aug. 23, 1990	Aug. 4, 1993	Custodian
Splitt, Janet	Aug. 28, 1990	Oct. 25, 1993	Lead Custodian
Partyka, Ronald	June 13, 1994	June 13, 1994	Custodian
Rothenstine, Leslie	June 13, 1994	June 13, 1994	Custodian
Piper, Marigold	Sept. 2, 1987	June 22, 1994	Custodian
Madson, Jon	Oct. 3, 1994	Oct. 3, 1994	Custodian

6-30-95





ALPENA PUBLIC SCHOOLS
MEMORANDUM

TO: Local 207 Members

FROM: David J. Werner/Personnel



DATE: January 20, 1998

RE: Contract Extension

Attached is the **AGREEMENT OF CONTRACT EXTENSION**, July 1, 1997, through June 30, 2002, for USWA, Local 207. Please attach this to your current Agreement dated July 1, 1994 to June 30, 1998.

bas

cc: Supervisors
Building Administrators
Administrators

4253

6/30/2002

AGREEMENT OF CONTRACT EXTENSION
July 1, 1997, through June 30, 2002

of

Agreement

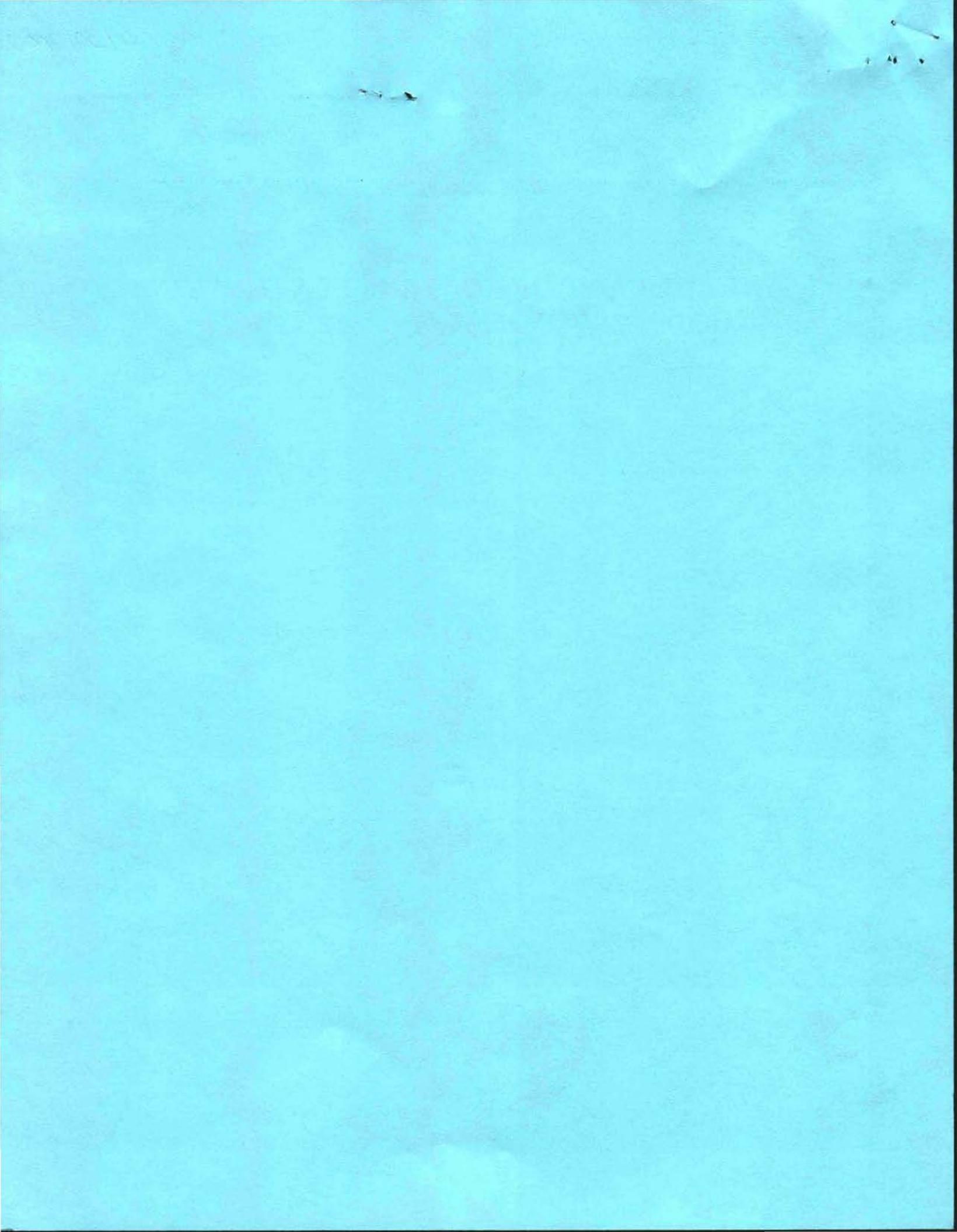
between

Alpena Public Schools, Alpena, Michigan

and

United Steelworkers of America, Local 207

July 1, 1994 to June 30, 1998



Agreement of Contract Extension

This agreement, is entered into this fourth day of August, 1997, A.D. by and between the **Board of Education of Alpena Public Schools**, Alpena and Presque Isle Counties, Michigan, hereinafter called the "**Board**" and the **United Steelworkers of America on behalf of Local 207**, hereinafter called the "**Union**".

The parties agree as follows:

1. The agreement between the **Alpena Board of Education** and the **United Steelworkers of America on behalf of Local 207**, dated July 1, 1994 to June 30, 1998, shall be extended in its entirety, except as amended below, for a period of five (5) years, commencing July 1, 1997, and expiring June 30, 2002. This agreement will not be extended orally and it is expressly understood that it will expire on the above indicated date.
2. The schedule of wages for each position for each of the first four (4) years of this agreement commencing with the 1997-98 contract year and extending through the 2000-2001 contract year is attached as Appendix A to this document.
3. The Board and the Union will meet sixty (60) days prior to June 30, 2001, to establish the schedule of wages for the 2001-02 contract year.
4. The wage schedule of this contract extension for the contract year 1997-98 shall be retroactive to July 1, 1997.

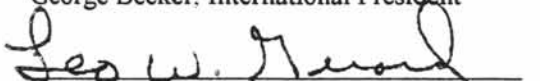
**Local 207 Cafeteria and Custodial
Wage Schedule**

Position	Base			10 yrs.			15 yrs.			20 yrs.						
	97/98	98/99	99/00	00/01	97/98	98/99	99/00	00/01	97/98	98/99	99/00	00/01	97/98	98/99	99/00	00/01
Utility A	12.25	12.62	13.00	13.39	12.50	12.88	13.27	13.67	12.55	12.93	13.32	13.72	12.60	12.99	13.38	13.78
Utility B	11.82	12.17	12.54	12.92	12.07	12.43	12.80	13.18	12.12	12.48	12.85	13.24	12.17	12.54	12.92	13.31
Lead Custodian	11.65	12.00	12.36	12.73	11.91	12.27	12.64	1302	11.96	12.32	12.69	13.07	12.01	12.37	12.74	13.12
Custodian	11.31	11.65	12.00	12.36	11.57	11.92	12.27	12.64	11.62	11.97	12.33	12.70	11.67	12.02	12.38	12.75
Lead Cook	10.10	10.40	10.71	11.03	10.35	10.66	10.98	11.31	10.40	10.71	11.03	11.36	10.45	10.76	11.08	11.41
Assistant Cook	9.83	10.12	10.42	10.73	10.08	10.38	10.69	11.01	10.13	10.43	10.74	11.06	10.19	10.50	10.81	11.12
Cafeteria Helper	9.53	9.82	10.11	10.41	9.78	10.07	10.37	10.68	9.84	10.14	10.44	10.75	9.89	10.19	10.50	10.82

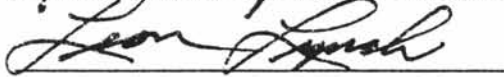
In witness whereof, the parties hereto have caused this agreement to be validated by their respective signatures.


United Steel Workers of America AFLCIO CLC



George Becker, International President

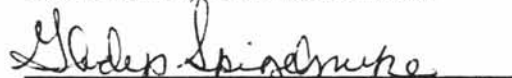

Leo Gerard, International Secretary/Treasurer



Richard Davis, International Vice President

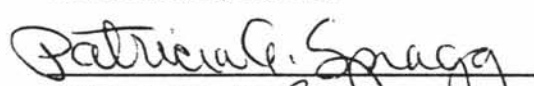

Leon Lynch, International Vice President

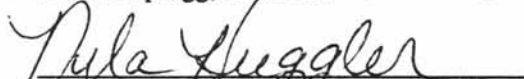

Harry Lester, District Director

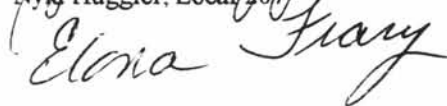

Robert Daleski, Sub-District Director


Gladys Spiglemyre, President of Local 201


Harold LeBarre, Local 207

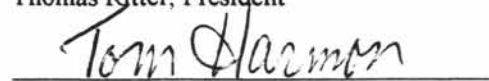

Patricia Spragg, Local 207


Nyla Huggler, Local 207



Alpena Public Schools Board of Education


Thomas Ritter, President


Thomas Harmon, Superintendent

