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6/30/2001

**AGREEMENT  
BETWEEN**

**the  
BOARD OF EDUCATION**

**of the  
GWINN AREA COMMUNITY SCHOOLS**

**and the**

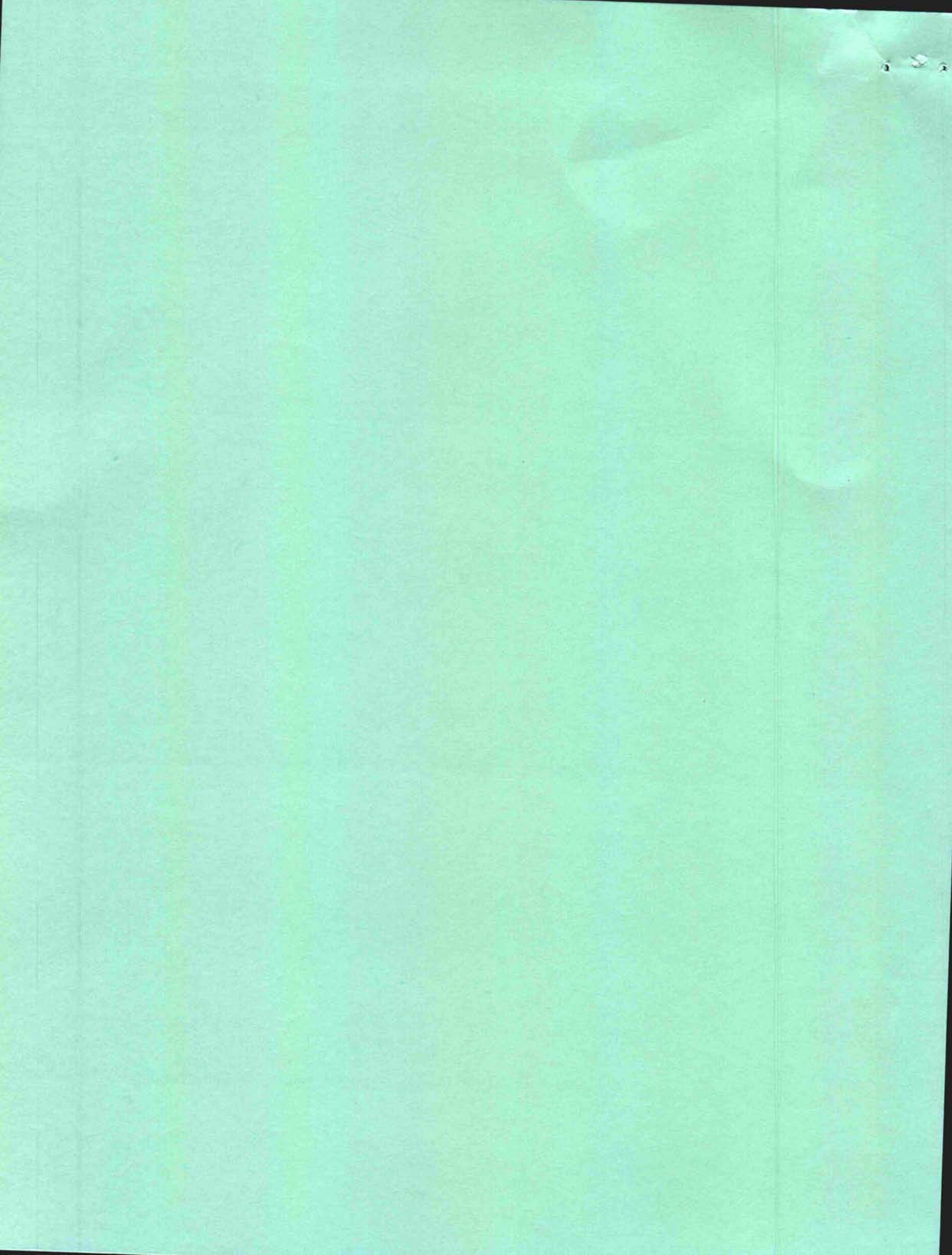
**TEAMSTERS UNION  
LOCAL #328**

**1998-1999**

**1999-2000**

**2000-2001**

*Gwinn Area Community Schools*





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## **PREAMBLE**

This AGREEMENT, effective July 1, 1998, and ending on June 30, 2001, is by and between the Board of Education, GWINN AREA COMMUNITY SCHOOLS, Gwinn, Michigan, hereinafter called the "Employer", and the TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

## **PURPOSE**

It is the intent and purpose of the parties hereto to provide effective collective bargaining relations between the Employer and the Union; to eliminate strikes, slowdowns, boycotts, and any interruptions of work or any interference with the usual and regular operations of the Employer's business that in any way affects the efficiency of school operations, to improve and promote the most efficient and productive operation of the Employer, and to discourage misconduct among the employees of the School District. In consideration of the mutual understanding and agreement hereinafter set forth, it is mutually agreed between said Employer and said Union as follows:

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for the unit of employees certified by the Michigan Employment Relations Commission in Case No. R74B-54, excluding confidential secretaries, secretaries in the Superintendent's office, community school secretaries, custodian helpers, bookkeeper-accountant, confidential employees, supervisors and all other employees.

## **ARTICLE II**

### **UNION MEMBERSHIP, AGENCY SHOP AND CHECK OFF**

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against an employee as regards such matters.
- B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligations to the extent that he received equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.
  - 1. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligations along with the grant of equal benefit contained in this agreement.

- C. In accordance with the policy set forth under paragraphs A and B of this Article, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues, but not more than that allowed by applicable state and/or federal law. For present regular employees, such payment shall commence thirty-one (31) days following their date of regular employment.
- D. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues and initiation fees (full or installment) owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum.
- E. The Employer shall add to the list submitted by the Union, the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed. A copy of the list shall be given to the chief union steward.
- F. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.
- G. The Employer will recognize authorizations signed by the employees for deduction from wages of membership dues and initiation fees and transmit to the Union, or such other organization as the Union may request if mutually agreed to by the Employer.
- H. The Union agrees to indemnify and hold harmless the Employer from any and all claims, demands, suits, judgments, and other forms of liability, including attorneys' fees and costs incurred by the District, by reason of any action taken or omitted by the Employer for the purpose of complying with this Article and to assume and discharge the Employer's full and complete liability arising out of or in connection with any and all proceedings and/or litigation brought against the Employer by any employees, groups of employees, or any other person because the Employer has complied with this Article.

### ARTICLE III

### REPRESENTATION

- A. For the handling of grievances in its behalf, the Union may elect a chief steward and four additional stewards from among the bargaining unit employees of the Employer. The stewards must be seniority employees, and must be on the active payroll when elected. The Union shall notify the Employer in writing of the name of each steward and the classifications of employees he represents. Neither the Union nor its stewards nor any employee shall assume supervisory authority or advise or direct employees to disregard the orders of supervision.
- B. No Union activity, including grievance processing, shall be carried out on the Employer's premises during scheduled working time, except, the chief steward will be allowed a reasonable period of time during his working hours to process grievances in accordance with and under the grievance procedure.
- C. It is agreed that no Union official shall have access to or enter on the Employer's premises without first giving reasonable advance notice to the Superintendent, Building Principal, or their designated representative.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article and section of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.
1. An individual employee shall have the right at any time to present his own grievance to the Employer and to have the grievance fully adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this agreement, and the bargaining representative has been given the opportunity to be present at such adjustment.
  2. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
    - a) The termination of services or failure to re-employ any probationary employee.
    - b) Any matter for which there is recourse under State or Federal statutes.
- B. Step One. Within five (5) business days after the time a grievance arises, an employee will orally present the grievance to his immediate supervisor. Within five (5) business days after presentation of the grievance, the supervisor shall give his answer orally to the employee.
- C. Step Two. If the grievance is not resolved in Step One, the employee shall reduce his grievance to writing, and present the grievance to his immediate supervisor for his written answer. The written grievance shall be on a form provided by the Employer and must be filed within four (4) business days after the date of the supervisor's oral answer in Step One. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee and the union steward. The supervisor shall give the employee an answer in writing no later than 10 (ten) business days after receipt of the written grievance. The employee or employees involved, and the Union steward, if requested by such employee or employees, shall meet with the supervisor prior to his or her answer, in the event the supervisor requests such a meeting. Any resolution at this level shall not constitute binding precedence. Any written grievance not in accordance with Steps 2-4 of the grievance procedure may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth. Any timeline not adhered to by the employer shall render such grievance automatically granted.
- D. Step Three. If the grievance is not resolved in Step Two, the Union Business Agent may, within six (6) business days after the answer in Step Two, appeal the grievance to the Superintendent. The appeal shall be in writing and shall be signed by both the employee and the Union Business Agent.
1. The Superintendent shall give his written answer to the appeal within ten (10) business days after receipt of the Union appeal.
- E. Step Four. If the grievance is not resolved in Step Three, the Union Business Agent, may, within six (6) business days after the answer in Step Three, appeal the grievance to the Board of Education.
- F. The Employer shall furnish the Union Secretary-Treasurer with a copy of all disciplinary action(s) relative to the grievance that has been taken by the Employer against a member of the bargaining unit.
1. The appeal shall be in writing and shall be signed by both the employee and Union Business Agent.



2. After receipt of the appeal, the Board, a Board committee, or its designated representative shall, no later than the next regularly scheduled meeting or two (2) calendar weeks, whichever is later, investigate the grievance, including giving the aggrieved employee or the Union the opportunity to be heard. Provided, however, in the event of discharge or suspension, the investigation and the opportunity to be heard shall take place no later than the next regularly scheduled Board meeting, or two (2) calendar weeks, whichever is earlier. The Board, a Board committee, or its designated representative shall render a decision in writing within ten (10) business days after holding the hearing or appeal.

## ARTICLE V

### ARBITRATION

- A. If the Union is not satisfied with the Board of Education's answer to a grievance and the grievance has been fully processed through and according to the terms of the grievance procedure, the Union may appeal the grievance to arbitration, upon an appropriate form signed by the Local's Business Agent.
- B. The Union must appeal the grievance by filing a written demand for arbitration with the American Arbitration Association and mailing a copy to the Employer within ten (10) business days after receipt of the Board's written answer. The demand for arbitration shall be filed, and the arbitrator shall be selected, according to the rules and regulations of the American Arbitration Association governing labor arbitration.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.
- D. Powers of Arbitrator. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
  1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
  2. He shall have no power to establish wage scales or change any wage.
  3. He shall have no power to change any practice, policy, or rule of the Employer nor to substitute his judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. His powers shall be limited to deciding whether the Employer has violated the express articles or sections of this agreement; and he shall not imply obligations and conditions binding upon the Employer from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
  4. He shall have no power to decide any question which, under this agreement, is within the responsibility of the Employer to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
    - (a) If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without the decision or recommendation on its merits.



- (b) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
- E. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer if the decision is within the scope of the arbitrator's authority as set forth above. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any other means attempt to bring about the settlement of any grievance.
- F. Claims for Back Pay. The Employer shall not be required to pay back wages more than fifteen (15) days prior to the date a written grievance is filed.
1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
  2. No decision in any one case shall require a retroactive wage adjustment in any other case.
- G. Any grievance occurring during the period between the termination date of this agreement and the effective date of the new agreement shall not be processed. Any grievance which arose prior to the effective date of this agreement shall not be processed.
- Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employ of the board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceeding on a previously instituted grievance shall be barred.
- The Local shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
- H. The Union agrees that the grievance procedure set forth above shall constitute the sole and exclusive remedy for resolving alleged violations of this agreement and accordingly, neither it, nor employees in the bargaining unit, will institute legal proceedings alleging a contractual violation of this agreement.

## ARTICLE VI

### SENIORITY

- A. Employees shall be subject to a probationary period of seventy-five (75) working days of employment commencing with the date of hire as approved by the Board of Education. During the probationary period the Employer shall have the sole right to discharge, discipline, transfer, demote, or lay off employees for any reason, without regard to the provisions of this agreement; and no grievance shall arise therefrom. After 75 working days the employee shall be placed on the seniority list with the seniority date listed as the Board approved date of hire.

Seniority of employees with the same date of hire shall be determined by the way they are listed in the Board minutes.

Seniority dates shall be mutually determined for all non-probationary employees as of 7/1/98, and the seniority dates shall not be adjusted subsequently.

A non-probationary employee working 36 weeks per year will earn 1 year seniority. Employees shall earn seniority in half-year increments.

- B. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Employer to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this agreement as a new employee.**
- C. An employee shall be terminated and lose his seniority rights if he:**
- 1. Resigns.**
  - 2. Is discharged.**
  - 3. Is laid off for a period of three (3) years or the employee's seniority at the time of lay off, whichever is less.**
  - 4. Fails to report for work within seven (7) calendar days from the date that a certified or registered recall letter has been received following recall from lay off.**
  - 5. Is absent for more than two (2) consecutive working days without giving notice which is acceptable to the Employer. A notice which is acceptable will be leaves of absence (sick leaves, jury duty, personal business days, funeral leave and maternity leave) taken according to the terms of this agreement.**
  - 6. Fails to return from a leave of absence, vacation or sick leave at the designated time.**
- D. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number by written notification to the payroll supervisor. The employee's address and telephone number as it appears on the Employer's records shall be conclusive when used in connection with the lay offs, recalls, or other notices to employees.**
- E. An employee in the bargaining unit who is transferred to a job outside of the bargaining unit shall retain and accumulate seniority for a period up to one (1) year. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits as defined in the preceding sentence. This clause shall not be construed to limit the Employer's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.**
- F. Where individuals have identical seniority, the individual hired first by the Board of Education as reflected in Board of Education minutes will be considered most senior. The Employer agrees to post a new seniority list in each school building at the start of each school year. Any objections to the posted seniority list must be filed in writing and must specifically state why it is alleged to be inaccurate. In addition, all objections to the seniority list must be filed within the applicable time limit for a grievance following the posting of the list and failure to file a grievance shall be binding for all subsequent years.**

## **ARTICLE VII**

### **HOURS OF WORK**

- A. The Employer shall retain the right to schedule the hours of work of the employees according to the needs of the school system. In the event the Board finds it necessary to alter normal work hours of employees in any classification, it will so notify the chief steward no less than two (2) weeks prior to such change except in the event of an emergency or school recess.**
- B. The normal work-week shall be Monday through Sunday and days as used herein shall be the twenty-four (24) hour period beginning at 12:01 A.M.**

C.

1. All work authorized by the Employer and performed by employees in excess of forty (40) hours in any one (1) week will be paid at the rate of one and one-half (1 & 1/2) times their regular rate.
2. The parties agree that under current law, the Employer shall have no obligation to assign more than forty (40) hours in any one (1) work week to any given employee. The Employer, in order to fulfill its obligations to its citizens to operate the District in an efficient and economical manner, may elect to utilize employees and individuals who normally work less than 40 hours per week in order to avoid overtime as much as possible.

It is specifically agreed and understood that the authority to authorize overtime can only be exercised by representatives of the Employer.

3. With respect to "extra trips" by bus drivers, the parties agree that for all extra trips involving 15 or less students, the Employer shall have the option to use a van or small bus and have a coach, advisor, and/or other representative of the Employer drive the same. All other extra trips shall continue as at present, subject to the overtime provisions of the Agreement.
- D. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any doubt or pyramiding of overtime payments.
- E. An employee, unless otherwise notified by the Board, who reports for work on his regularly assigned shift and if informed by the Employer that work is not available for such employee, shall receive not less than two (2) hours pay provided, however, that such employee shall be required to do any work assigned to him during said period. Notification by the Board not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes or other conditions beyond the control of the Board. Employees who are absent so that proper notice cannot be given them while at work, have as their own responsibility the checking of the necessity for reporting. Should they report to work, the Board shall not be obligated under this section.
- F. **Unscheduled overnight stays:** With respect to bus drivers and extra trips, the following wage rate system shall apply in emergency situations caused by weather-related delays or mechanical problems to the bus, for the purpose of computing driver's pay. Drivers shall be paid for the normal time of the extra trip under the pay system currently in effect, plus four (4) hours. This is designed to include those times that require an overnight stay, in which case the Employer shall be responsible for the boarding and feeding of the driver in addition to the above.

## ARTICLE VIII

### COMPENSATION

All bargaining unit employees shall receive compensation as per attached Appendixes A, B, and C which are made part of this agreement.

## ARTICLE IX

### HOLIDAY PAY

- A. Permanent seniority employees who are scheduled to work at least twenty (20) hours per week and thirty-six (36) weeks per school year shall be paid for their regularly scheduled hours at their regular straight time hourly rate, exclusive of any overtime premiums, during the term of this agreement, for the following holidays:

**New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, December 24th and December 25th.**

Those employees scheduled to work on New Year's Eve Day shall be entitled to have time off, with pay, from noon on.

Easter Monday shall be considered a holiday under this Article if it is a non-scheduled student day.

To receive the above holiday benefits, the employee must work all scheduled hours or be on an approved paid leave for his regularly scheduled work days both before and after the holiday. However, if school does not start until after Labor Day, the employee must only work all scheduled hours on his or her first regularly scheduled work day after Labor Day.

Employees who are scheduled to work at least twenty (20) hours per week, including the last five (5) working days of June and the first ten (10) working days of July, shall also receive July 4th as a holiday, provided:

1. The employee works all scheduled hours on his or her regularly scheduled work days both before and after the holiday; and
  2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- B. When any of the above enumerated holidays fall on a Saturday or Sunday, the employee shall be paid straight time for the day. Employees scheduled to work that day will receive compensation as set forth in paragraph E of this section. When school is not in session and a holiday falls on a Saturday, it will be celebrated on Friday; when a holiday falls on a Sunday, it will be celebrated on Monday.
- C. When a recognized holiday falls within an employee's approved and scheduled vacation period, such employee shall be entitled to an additional day off with pay.
- D. Employees required to work on any of the above-named holidays shall receive time and one-half (1 & 1/2) for hours worked on such holiday, in addition to holiday pay, subject to the exception noted above with respect to Good Friday.
- E. It is understood by the parties that Good Friday shall only become a paid holiday in the event school is not in session on that day. If school is not in session and the employee is required to work on that day, he or she shall receive his or her regular day's pay (not time and one-half), in addition to the normal holiday pay. In the event school is in session, however, such day shall not be considered as a holiday.



## ARTICLE X

### VACATION

A. Regular 12-month employees who work more than twenty (20) hours per week shall be eligible for a vacation with pay or a vacation allowance based upon years of service according to the following schedules. (See B.3. below for nine [9] and ten [10] month employees.)

B. Vacation Schedules:

1. Employees scheduled to work 52 weeks,  
hired before January 1, 1996.

<b>More than 01 - less than 03 years</b>	<b>06 days</b>
<b>03 or more but less than 08 years</b>	<b>12 days</b>
<b>08 or more but less than 17 years</b>	<b>19 days</b>
<b>17 or more but less than 24 years</b>	<b>21 days</b>
<b>24 or more years</b>	<b>26 days</b>

2. Employees scheduled to work 52 weeks, but  
hired after January 1, 1996.

<b>More than 01 - less than 03 years</b>	<b>06 days</b>
<b>03 or more but less than 08 years</b>	<b>10 days</b>
<b>08 or more but less than 17 years</b>	<b>14 days</b>
<b>17 or more but less than 24 years</b>	<b>18 days</b>
<b>24 or more years</b>	<b>20 days</b>

3. Vacations will be provided on a pro-rata basis for nine (9), ten (10) and *eleven (11) month* employees employed before January 1, 1996, who are regularly scheduled to work thirty-five (35) hours per week. Nine (9), ten (10) and *eleven (11) month* employees hired after January 1, 1996 will receive no vacation. Nine (9) month employees hired as of November 17, 1974 are grandparented under prior contract language.

C. An employee accrues vacation only for the time the employee receives compensation, except premium pay shall not be included. An employee will be credited for vacation based on a monthly accrual. Vacation will accrue to an employee during the first year of employment. The employee cannot use the accrued vacation until after one (1) year of service.

1. Vacation days will accrue to the employee if that employee works at least 80% of his regularly scheduled working hours for that month, with a minimum time requirement of 15 days worked. If an employee does not work the minimum time, then that employee is not entitled to an accrual of vacation time for that month. School year employees who work on a temporary basis during the summer are not eligible for this benefit.
2. **EXAMPLE:** The employee is scheduled to work 52 weeks a year and has 18 years of seniority. That employee would be entitled to 21 days of vacation. The vacation would accrue at 1.75 days per month so long as the employee worked at least 80% of his or her regularly scheduled working hours.
3. An employee would not be entitled to take vacation until such time as it has been accrued, unless the employee received prior written approval from the administration. The Employer shall be entitled to recover any vacation, sick leave, personal days, or funeral leave that exceeds any accrual.

4. An employee moving from one classification to the next classification, i.e., from 12 vacation days to 19 vacation days, would not receive the increase in vacation days until such time as they have been accrued. That is to say, an employee would move from an accrual day of 1 per month to approximately 1.53 days per month. Over the course of the year the employee would receive the additional 7 vacation days.
  5. The employee commences accruing the increased days on the first day of the next succeeding level. That is to say, an employee in the 3 to less than 8 year classification commences accruing the higher vacation days, i.e., to 19 days, on the first day of the 8th year. During the course of that year the employee would be accruing the vacation days at a higher monthly level.
- D. Employees terminating employment or on a leave of absence shall receive pro-rata vacation based upon that employee's eligibility date and his termination or leave date.
  - E. The eligibility date for the vacation year will be calculated on a fiscal year basis (July 1 to June 30).
  - F. Vacations shall be granted at such times during the year as are suitable considering the wishes of the employees and efficient operations of the Employer. However, in the case of conflict the Board reserves the right to assign all vacations. Vacations will be scheduled based on classification seniority.
  - G. The Employer may at its option pay a vacation allowance based upon the formula set forth in paragraph B above, in lieu of vacation with pay.
1. The Employer shall post a notice that all employees are asked to sign up for vacation taken during the school year. The ability of the employees to take their vacations during the time when school is in session will be determined according to sign up, seniority, and will also be subject to emergencies arising for employees.
    - (a) Vacations will be granted to employees based on their seniority. Example: Should two employees sign up for the same vacation and the Superintendent deems it impossible for both employees to take a vacation at the same time, the employee with the highest seniority will have the preference to take the vacation. The Superintendent reserves the right in allowing whether or not a vacation may be taken at a particular time as requested by the employee.
    - (b) All eligible employees shall be able to take ten (10) days of vacation during the time when school is in session (defined as any time when students are present at the school for a regular school day).
    - (c) The Superintendent may approve a vacation for a longer period of time than ten (10) days during the time when school is in session.
    - (d) The ten (10) days of vacation taken during the time school is in session may be taken all at one time, but it is not mandatory that they be taken all at one time.
    - (e) All eligible employees shall take vacation during the summer when all buildings are closed. This time period will not exceed one week and shall be designated by the Superintendent. If an employee does not have or wish to use vacation, they may take these days as deduct days (non-paid days).
  2. The maximum number of vacation days which may be carried over to the next year shall not be more than the number of days earned each year, plus the number of accumulated, unused vacation days each employee has available as of 6/30/98.
    - (a) Payment in lieu of vacation for all accumulated, unused vacation as of 6/30/98, shall be frozen at the employee's 1997-98 wage rate. All other vacation will be paid at the rate it was earned.
- H. Vacation days shall be taken in a minimum of one (1) day/shift increments.

## ARTICLE XI

### INSURANCE

- A. Effective upon the ratification by both parties of this agreement, the Employer will provide insurance coverage for employees under the following conditions:
1. Employees who are regularly scheduled for less than twenty (20) hours per week shall receive no insurance coverage under this Article.
  2. Employees who are regularly scheduled for twenty (20) hours per week but less than thirty (30) hours, shall pay one-half of the premium cost of the insurance provided under this Article. (Hereinafter these employees shall be called part-time employees.)
  3. Insurance shall be on a twelve-month basis.

B. Hospitalization effective upon ratification:

1. **Single Subscriber (self):** The Employer will contribute funds to provide full medical coverage comparable to MESSA Super Care 1 medical coverage by an Employer selected insurance carrier for all single subscriber employees classified as full time (30 hours or more per week).
2. **Married Employee Supporting Spouse or Child:** The Employer will contribute funds to provide full medical coverage comparable to MESSA Super Care 1 medical coverage by an Employer selected insurance carrier for the employee and his or her dependent spouse. Coverage under this paragraph also applies to an employee/child relationship where the spouse is not covered. The employee must be classified as full-time.
3. **Family:** The Employer will contribute funds to provide full medical coverage comparable to MESSA Super Care 1 medical coverage by an Employer selected insurance carrier for the employee, his or her dependent spouse and eligible child(ren). The employee must be classified as full-time.
4. For all employees who are regularly scheduled to work 20 hours but less than 30 hours per week, the Employer will contribute one-half of the funds to provide full medical coverage comparable to MESSA Super Care 1 medical coverage by an Employer selected insurance carrier in one of the above three categories. The employee will contribute the other half of the coverage costs.

(a) The Employer shall be entitled to have internal and external coordination of benefits.

The Board shall reimburse employee-paid deductibles upon proof of payment by the employee as follows:

#### MEDICAL COVERAGE

1998-1999	Board reimbursement of 100%
1999-2000	Board reimbursement of 50%
2000-2001	No Board reimbursement

#### PRESCRIPTIVE DRUG COVERAGE

1998-1999	Board reimbursement of 100%
1999-2000	Board reimbursement of 100%
2000-2001	No Board reimbursement

Medical insurance policy shall include a \$100/200 health deductible; prescriptive drug coverage shall include a \$5.00 co-pay.

The medical policy shall provide no provision for abortion coverage, as prohibited by the School Code.

5. Employees not taking hospitalization insurance: The Board shall pay employees who are eligible for employer-paid medical insurance, but chose not to enroll in the medical plan, payments in lieu of health insurance as follows:

Employees who are eligible for one-half of the premium cost of insurance provided under this article \_\_\_\_\_ \$500/year

Full-time employees who are eligible for employer-paid insurance provided under this article \_\_\_\_\_ \$1,000/year

Employees may use these cash payments in accordance with the District's 125 Plan.

In addition, employees shall receive all other benefits as outlined in Article XI, Paragraphs  
C, D, E, G, H, I

- C. The Employer will pay the premiums to provide group dependent life insurance for \$2,000/spouse coverage and \$2,000/dependent coverage. The Employer shall select the carrier.
- D. The Employer will pay the premiums to provide \$20,000 term life insurance protection with an A.D. & D. rider for all full-time employees.
1. Those employees working 20 hours but less than 30 hours per week who have been paying for a share of their life insurance under previous contracts will be eligible for the \$20,000 term life coverage. However, they will continue to pay for one-half of the total premium cost.
- E. After one year seniority, the Board will purchase long-term disability insurance on the employee's behalf. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the employee and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The Board shall select the carrier.
- F. In the event of a strike, or a violation of the no-strike clause, the Employer's obligation to pay the premiums for the benefits stated in this article shall terminate for the duration of the strike and the Employer shall be reimbursed for any premiums paid but unused.
- G. Except for the "long-term disability insurance" and subject to the terms of the contract with the respective insurance carrier, the insurance benefits provided shall commence on the official date of hire by the Board of Education and that coverage shall remain in effect continuously for the duration of this agreement as long as the employee is actively employed by the Employer. Provided further, the Employer's obligation to pay the premiums for the insurance provided in this Article shall also terminate upon a leave of absence being granted.
- H. The Board shall provide payment for the following dental care program:
- Auto + 100: 90/90/90, \$1,500 Ortho Maximum, including internal and external coordination of benefits (COB) to employees working over thirty (30) hours per week.
1. In addition, those employees who are regularly scheduled to work twenty (20) hours but less than thirty (30) hours per week and who receive only a partial payment for medical insurance will receive a separate policy for dental coverage. That policy will not cost the Employer more than one-half of the cost of the full dental package which those people working thirty (30) hours per week or more will receive. It will be as close to one-half the cost as possible in terms of dental package available.
- I. The Board shall provide payment of premiums for the following vision care program:
1. Benefits are as specified in the policy and will be comparable to MESSA's VSP III Plus. A portion of the cost of examinations and one set of corrective spectacle lenses and frames will be covered once



in a twelve-month policy year for each eligible member of the family. Coverage for corrective contact lenses and an examination is to be obtained in lieu of all other coverage changes. Internal and external coordination of benefits is provided.

2. In addition, those employees who are regularly scheduled to work twenty (20) hours but less than thirty (30) hours per week and who receive only a partial payment for medical insurance will receive a separate policy for vision coverage. That policy will not cost the Employer more than one-half of the cost of the full vision package which those people working thirty (30) hours per week or more will receive. It will be as close as possible in terms of vision package available.

## ARTICLE XII

### SICK LEAVE

- A. Regular seniority employees who are scheduled to work twenty (20) hours or more per week shall be entitled to sick leave accumulated at the rate of one day per month of work. The one day a month shall be credited on the second day of work of each month by the employee. Unused sick leave may accumulate from year to year, up to a total of 184 days. All requests for such sick leave must be submitted and approved by the employee's direct supervisor, and proof of illness may be required by the Superintendent at any time.
  1. Regular seniority employees who are scheduled to work less than twenty (20) hours per week shall be entitled to two (2) days of non-accumulative sick leave per year based on the hours of the employee's regular shift. For example, if an employee regularly works three (3) hours per day, the employee would be entitled to six (6) hours of sick leave.
  2. Temporary summer employees shall not accrue sick leave benefits for work performed as a temporary summer employee.
- B. Sick leave may be used for personal illness or injury, pregnancy, illness in the immediate family, and quarantine. Immediate family is defined as employee's father, mother, spouse, parent of a spouse, child(ren), sister, brother, grandparents, grandchild(ren), step-parents, or a dependent in the immediate household.
- C. An employee absent from work because of mumps, scarlet fever, measles, chicken pox, or mononucleosis shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of 7 days when proof of such illness is shown by a doctor's statement.
- D. When an employee has taken a sick leave for medical reasons and has exhausted his or her sick leave bank, the Board of Education will continue to pay the medical insurance for two (2) months. When the employee returns to work, the Board of Education will pay for medical insurance from the date the employee returns to work on a pro-rata basis.
- E. Temporary summer employees shall not use previously accrued benefits in the summer months, except as follows. Sick leave shall be granted for medical and/or dental appointments. Upon suspected abuse of this agreement, the Superintendent may require written verification from the provider of professional medical or dental care deeming it necessary to be absent from work.

## **ARTICLE XIII**

### **FAMILY MEDICAL LEAVE ACT**

The parties agree to be bound by the provisions of the Federal Family Medical Leave Act.

## **ARTICLE XIV**

### **EXTENDED SICK LEAVE**

- A. After an employee has exhausted his sick leave, a leave of absence without pay or benefits may be granted a regular seniority employee who is scheduled to work twenty (20) or more hours per week, for the purpose of recovering from an illness which is non-compensable under the Workmen's Compensation Law.
- B. The employee shall make application prior to the commencement of the requested leave and shall accompany the application with a doctor's statement certifying both the medical reasons for the leave and desired length of leave.
- C. The Employer shall not be obligated under this section to grant more than an aggregate of 184 school days of leave of absence during any consecutive three (3) years of the employee's employment with the school system with regard to the leave of absence set forth in A. above.
- D. Written notice of intention to return shall be given in writing to the Superintendent at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the employee's right to employment in the school system.
- E. The written notice of intention to return must be accompanied with a doctor's statement certifying that the employee is able to return and perform his normal daily duties and functions.
- F. Upon expiration of the granted leave and timely and proper notice to the Superintendent, the employee shall be assigned to his former position, if available, and if not available, to an equivalent position for which in the judgment of the Superintendent he is fully qualified and has the ability to perform.

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

- A. Any regular employee may be granted a leave of absence, without pay, not to exceed twelve (12) months from the time of issuance, if approved by the Employer, but seniority shall not accrue and benefits will not be paid during all leaves of absence, except for those required by any State or Federal laws. Requests for leaves of absence shall be in writing with any stipulations included.
- B. Upon expiration of the granted leave, the employee shall be assigned to his/her former position unless the position has been eliminated. If the position has been eliminated, the employee shall utilize the bumping procedures set forth in Article XXI, D.2.

## **ARTICLE XVI**

### **FUNERAL LEAVE**

- A. All regular seniority employees shall be allowed five (5) consecutive days, not deductible from their earned sick leave, for time necessary for attendance at the funeral of a family member. With prior approval of the School Administration, an employee may attend the funeral of other non-listed family members, other employees, and/or friends, and such time shall be deducted from sick leave.
  - 1. An employee who uses funeral leave shall be paid at his regular hourly rate of pay. Temporary Summer employees shall be paid at the temporary summer employee rate of pay for a funeral leave taken during summer employment.
- B. A family member is defined as an employee's father, mother, spouse, parent of spouse, child(ren), sister, brother, grandparents, grandchild(ren), and step-parents, or a dependent in the immediate household.
- C. Temporary summer employees will not use previously accrued benefits in the summer months except as follows: Funeral leave will be granted for deaths in the immediate family, as defined in B.

## **ARTICLE XVII**

### **JURY DUTY**

- A. Regular seniority employees who are scheduled to work twenty (20) hours or more per week shall be granted a leave of absence, not deductible from their earned sick leave, for jury duty.
- B. The employee shall be paid the difference between his pay as juror and his regular salary but sick days shall not accrue.
- C. The Board reserves the right to ask to have the employee excused from jury duty and the employee agrees to assist the Board in this effort, if requested.

## **ARTICLE XVIII**

### **PERSONAL BUSINESS DAYS**

- A. Regular seniority employees who work twenty (20) hours or more per week shall be allowed two (2) days per year for time necessary to conduct a personal business transaction, which is impossible to do on the weekend or after the employee's hours of work.
- B. An employee may carry forward up to two (2) unused personal leave days from one year to the next.
- C. The request for a personal business day must be made at least five (5) days prior to the requested date to the Superintendent.
- D. Personal business days may not be taken during the first or last week of the school year unless approved by the Superintendent.
- E. The Superintendent may approve a personal business day upon shorter notice if the need arises.

## ARTICLE XIX

### LONGEVITY

- A. In 1998-2001, the employees covered by this agreement shall be paid longevity according to their seniority, to be paid according to their date of hire. December 1st of each year will be the cut-off, with the payment made on the first payday in December. Longevity will be based as follows:

<u>Years in Service</u>	<u>Amount of Longevity</u>
06	\$250
10	\$300
15	\$400
20	\$500

- B. Eligible employees working a minimum of 20 hours per week during the school year shall receive ½ of the longevity payment. Eligible employees working a minimum of 30 hours per week during the school year shall receive the full longevity payment.

## ARTICLE XX

### VACANCY

- A. Except for the leader classification, when the Board declares a vacancy or creates a new job during the student school year, the Chief Steward will be given notice of the job vacancy to be posted within thirty (30) days after the vacancy is created. The notices are to be posted by the Chief Steward on employee bulletin boards within three (3) working days of receipt of same. The notice shall set forth pertinent information, including the qualifications for the job, the hours, shift, and rate of compensation. Employees possessing the qualifications may bid on such job during eight (8) working days after receipt of the notices by the Chief Steward and no bid made after the expiration of the eight (8) working days will be considered in filling this job or vacancy.
- B. When ability, merit, and capacity are equal among the applicants, the employee with the longest seniority in the school district will be selected and given a 60-day trial period to determine that he is capable of performing the work. During the 60-day trial period, the employee may elect to revert back to his/her prior classification and position.
- C. During the trial period, the Superintendent may disqualify the employee at any time.
- D. Until a qualified applicant is selected, the Superintendent may fill a new job or a vacancy on a temporary basis.
- E. An employee may successfully bid only once for a vacant position in a 12-month period, except this restriction shall not apply if the employee's job has either been eliminated and/or the hours reduced to the extent benefits are reduced.



## ARTICLE XXI

### LAYOFF AND RECALL

- A. Nothing in this contract shall prevent the School District from reducing its work force when conditions of work load, school attendance, physical condition of premises or economics of the School District shall so dictate.
- B. Definitions:
1. "Lay-off" means a reduction in the work force
  2. "Reduction in hours" means an employee has had his/her hours reduced.
- C. Notification to Employees
1. No employee shall be laid off or have his or her hours reduced unless an employee shall first have been notified 14 calendar days prior to the effective date of the lay-off. Except that, in the event of an emergency, the Board shall not be required to give such notice, but shall be required to give employees as much advance notice as possible.
  2. In the event of a lay-off for any reason, the Employer agrees to provide the Union, through its local unit, a list of all employees involved on the same day notification is given to the individual employees.
- D. Lay-off or Reduction in Hours Procedure:
1. If a lay-off or reduction in hours becomes necessary, the following procedure shall be followed: A lay-off or reduction in hours and the procedures shall be based upon the employee's classifications as set forth herein.
    - (a) Probationary employees shall be laid off first and shall be deemed terminated.
    - (b) Seniority employees will be laid off according to their seniority.
  2. Employees whose positions have been eliminated due to a reduction in work force, shall have the right to assume a position for which they are qualified in their classification group, and which position is held by a less senior employee.
  3. In the event of a reduction in the work hours in a department or classification, an employee may claim seniority over other employees for the purpose of maintaining his or her normal work schedule, provided he/she has greater seniority and is qualified within the classification group system to perform the work of the person he/she seeks to replace.
  4. An employee will have no right to bump another employee based on seniority when that employee is not within the same classification group, except when an employee in Classification Group 2 has their position eliminated. In that case only, the employee in Classification Group 2 shall be allowed to use their seniority to bump into Classification Group 1.

5. The following is the classification group system to be used to determine positions for which an employee is qualified to fill:

**Classification Group**

- I. Custodian I/Pool Attendant  
Bus Driver/Custodian I  
Custodian I  
Custodian II  
Bus Driver  
Head Cook  
Assistant Cook  
Baker  
Food Service Driver  
Cook's Helper  
Server  
Noon Hour Supervisor  
Bus Aide  
Mechanic  
Mechanic Helper  
Bus Driver/Maintenance

- II. Secretary

6. An employee who expects to bump another employee within the classification group must have sufficient experience, as required in the job description or posting, and be qualified to assume a position within the classification group.

**E. Recall:**

Laid off employees shall be recalled on a seniority basis to positions within the classification group which they are qualified to perform. The most senior employee on lay-off basis will be the first employee recalled, for positions for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. It shall be the responsibility of the employee to keep an up to date address filed with the District. An employee recalled shall be given seven (7) calendar days from the date that a certified or registered recall letter has been received to report to work. The Employer may temporarily fill the position until the recalled person is able to report for work. Employees recalled to work for which they are qualified within the classification grouping are obligated to perform such work. Any employee who fails to respond to recall to perform work similar in hours and wages shall lose rights to seniority as described herein. Employees shall be entitled to recall for a period of up to three (3) years.

**ARTICLE XXII**

**BULLETIN BOARD**

- A. The Employer shall allow the Union to use one (1) bulletin board in each building for posting notices set forth in section B below, except that additional notices may be posted by permission of the Employer.

- B. Notices shall be restricted to the following types:

- 1. Notices of Union recreational and social affairs.

2. Notices of Union elections, appointments, and results of Union elections pertaining to employees within this unit.
  3. Notice of Union meetings and educational classes.
- C. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for posting and distributing pamphlets or political matter of any kind whatsoever or for advertising.

## ARTICLE XXIII

### SNOW DAYS

- A. Employees with the exception of designated essential personnel will be paid for the first two days (hereafter called Authorized School Cancellation days and abbreviated as ASC) for which pupil instruction is not provided (but are authorized as student count days in Article 388.1701 of the State School Aid Act of 1979), because of conditions not within the control of school authorities, such as, but not limited to, severe weather, mechanical breakdowns, fires, epidemics, or health conditions.

Designated essential personnel shall include: district maintenance person, C-1's, mechanic and mechanic's helper. Essential personnel shall work on ASC days and shall receive time and one-half for working on those two days.

Non-essential employees who may be called in to work on the two ASC days shall also be paid time and one-half for the hours worked plus the remainder of their normal hours at their regular rate.

Non-essential employees who report for work prior to being notified that school has been canceled on the two ASC days shall receive an additional two hours show up pay at their regular rate.

On non-ASC days, when school is canceled due to conditions not within the control of the Board (as listed above), essential personnel will work and will be paid at their regular rate of pay. Non-essential personnel will not be required to work and will not receive pay for those days. However, if non-essential personnel are called in to work on non-ASC days they will receive their regular rate of pay for hours worked.

Non-essential employees may, at their option, take vacation or personal days on non-ASC days. It will be the employee's responsibility to complete the appropriate leave request documentation to indicate his choice to utilize his leave time for this purpose.

## ARTICLE XXIV

### TEMPORARY EMPLOYEES AND TRANSFERS

- A. Employees covered by this Agreement shall be given preference for temporary assignments over non-employees of the District, provided that the following conditions are met:
1. They are qualified to do the work.
  2. The appropriate administrator receives notice of the temporary vacancy at least one day in advance of the opening.

3. That the temporary assignment results in not more than one employee move or change in position.
4. When school is in session, the work must be available in the employee's regularly assigned building.
  - a. Exception : During Easter and Christmas break use district wide seniority to fill temporary duty assignments.
5. A qualified substitute must be available and willing to fill the position of the person moving into the temporary vacancy.
6. No more than five (5) calls to obtain an appropriate substitute are required.
7. The temporary vacancy hours cannot conflict with the employee's regular hours.

Any administrator can waive any of these requirements, but only at the administrator's own discretion.

A sign up sheet will be posted, by the school administration, in each building for ten (10) working days for those employees who want to fill a temporary position. An employee who elects not to sign the sheet at the beginning of each school year shall not be offered temporary assignments during that school year. An employee hired after the start of the school year shall be afforded a ten (10) day opportunity to sign the sign-up sheet.

- B. When it has been determined that a Bus Driver will be off for a week or longer, a Bus Driver who has less hours than the driver who is off can take the run which provides the most hours. Substitutes would be given the run with the least hours available. Reasonable time for notification must be allowed for the Administration to comply. Any person occupying a different run under this provision shall not receive additional benefits. This clause is subject to the overtime procedures of this Agreement.
- C. It is agreed by the parties that the Employer shall have the sole exclusive right to hire any and all temporary employees. An employee is deemed "temporary" when the Board receives notification of a pending opening either by death, sick leave, maternity leave, retirement or through a voluntary termination of employment, etc. The temporary employee is needed to be hired until such time as a full-time employee is hired or for a period of time when an employee is off on sick and/or other types of leaves.
- D. If a temporary employee is hired, the employee shall not become a member of the bargaining unit. All temporary employees shall be hired for a maximum of ninety (90) working days. If for some reason the temporary employee needs to be retained for more than ninety (90) working days; i.e., the person on a medical leave is unable to return, the Board shall notify the Union of the fact that the temporary employee will continue until such time as the employee, who is being replaced, returns.
- E. If for any reason a position becomes available, the temporary employee will have the ability to apply for that position and be considered for the full-time permanent position.
- F. If for any reason the temporary employee is subsequently hired to fill the position which he was hired for, then that employee will be deemed to have commenced work at the end of such temporary employment. (See Article VI, Paragraph A.)
- G. Should a member of the bargaining unit become hired as a temporary employee; i.e., the employee moves from a bus driver to a custodian, then the temporary employee will maintain their seniority in the bus driver classification but will not accrue any seniority in the custodian classification unless the employee is subsequently hired as a permanent employee in that classification.
- H. An employee who is temporarily **assigned** to another position will get his own regular rate of pay if the new position's rate is less; otherwise, he will receive the rate of pay associated with that job. If a person **elects** to substitute in another position, he will be paid the hourly rate associated with that job, regardless of what the employee's regular wage is.



- I. At any time during the year, at which time an employee turns down an opportunity to work more hours (regular and/or overtime) during the day due to temporary assignment, without a valid reason, the Employer shall be under no further obligation to offer to that employee the opportunity to fill in on a temporary basis as set forth herein. The sign-up sheet will specify a valid reason.
- J. The following is a classification group system to be used in determining positions for which the employees are qualified to fill in the event of a temporary substitution:

### Classification Group

- I. Custodian I/Pool Attendant  
Bus Driver/Custodian I  
Custodian I  
Custodian II  
Bus Driver  
Head Cook  
Assistant Cook  
Baker  
Food Service Driver  
Cook's Helper  
Server  
Noon Hour Supervisor  
Bus Aide  
Mechanic  
Mechanic Helper  
Bus Driver/Maintenance

#### II. Secretary

- K. Temporary assignment compensation will follow "H" above.
- L. It is the Employer's intention to use Teamsters, with all employees having an equal opportunity, for extra work during times when school is not in session, paying them the rate of \$10.63 per hour for the work performed during the life of this agreement. Such extra summer hours will not provide for the accrual of any fringe benefits. Notice of extra duty temporary assignments which may become available during the summer or holiday breaks, shall be posted for two (2) days at the bus garage and in the school business office, and will be available through the job postings telephone hotline. It is the responsibility of the employee to apply to the Superintendent (or his designee) for these temporary positions.
  1. Temporary employees who substitute for head custodians during the summer, and who are responsible and accountable for supervising other employees, and who are responsible and accountable for making sure specific work assignments are completed, will be paid at the head custodian rate for the time period they substitute in that capacity. The determination as to whether or not a temporary employee has supervisory duties shall be made by the employer prior to assignment to that position. In a situation where a temporary employee replaces a head custodian (who is the only employee in the building), and the temporary employee does not supervise any other employees, then the temporary employee will not be determined to be a supervisor and will not receive the head custodian rate. The administration will determine those who serve in supervisory positions.
- M. Temporary summer employees will receive \$10.63 per hour. This rate of pay will remain the same, regardless of the duties the temporary employee performs, except when it has been determined that the temporary employee will be replacing a head custodian and falls under "L.1." above.

## **ARTICLE XXV**

### **UNUSED SICK LEAVE**

An employee who is regularly scheduled for twenty (20) hours or more per week and who has worked five (5) or more consecutive years with the Employer in a classification group in the bargaining unit, shall upon retirement, death or resignation, be paid one-third (1/3) of their accumulated unused hours of sick leave at their regular hourly rate. Employees hired on or after January 1, 1991 shall not be entitled to receive this payment.

## **ARTICLE XXVI**

### **NO STRIKE CLAUSE**

- A. During the life of this agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union or employee of the school district take part in a sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of production of the Employer. The Union shall not cause or permit its members to cause nor shall any member of the Union or employee of the school district take part in any strike or stoppage of any of the Employer's operations or picket the Employer's building or premises during the life of this agreement.
- B. The Employer, for its part, agrees that there shall be no lockout during the term of this agreement. This lockout provision shall not apply in the event of an unauthorized strike.

## **ARTICLE XXVII**

### **MANAGEMENT RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations 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. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.

2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal demotion; and promote and transfer all such employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

All other rights not specifically relinquished by this Agreement are retained by the Employer. If the Employer should fail to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or precluded from exercising them in some other way.

## **ARTICLE XXVIII**

### **DISCIPLINARY ACTION**

It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee for just cause. Grounds for summary discharge include, but are not limited to, drunkenness or drinking on the job, stealing, unreported absences from work for two (2) days, insubordination, proven negligent abuse of school property, or willful or wanton or grossly negligent misperformance of duties; provided the employee shall have full access to the grievance procedures.

## **ARTICLE XXIX**

### **PENSION**

The pension provisions now in effect with the Michigan Public School Employees Pension fund shall be continued.

## **ARTICLE XXX**

### **WORKERS' COMPENSATION**

Each employee will be covered by the applicable Michigan Workers' Compensation laws. The employee while on a Workers' Compensation leave, shall use accumulated sick leave to supplement Workers' Compensation benefits up to 100% of their normal daily rate. The Employer's obligation to continue payment of health insurance benefits shall end two (2) months after all accumulated sick leave has been expended.

## **ARTICLE XXXI**

### **GRANDPARENTING**

Those employees who work more than 20 hours per week and who were employed as of November 17, 1974, and were grandparented under prior contracts shall continue to be "grandparented".

## **ARTICLE XXXII**

### **GENERAL**

- A. The Employer may at its discretion require that employees submit to physical and medical tests and examination by an Employer appointed doctor and when such tests and examinations are considered to be of value to the Employer in maintaining a capable work force, employee health and safety, etc. provided however, that the Employer will pay the cost of such tests and examinations.
- B. The doctor's slip may be required, which slip need not be detailed as long as the doctor verifies the employee was unable to be at work for health reasons, the Employer has the right to request detailed medical information in the event of a Workmen's Compensation case.
- C. If any article or section of this agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or



enforcement of has been retrained shall not be affected thereby. Provided, however, the parties agree to bargain concerning any article or section held to be invalid.

- D. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- E. When applicable, pronouns and relative words shall be read as plural, masculine, or feminine.
- F. Any supervisor or other full-time employee of the District who are not members of the bargaining unit may do any work necessary to train others, for safety purposes, to obtain necessary experience, or on snow days or during emergencies.
- G. During the negotiations resulting in this Agreement, the Board and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the law imposes an obligation to bargain. This Agreement contains the entire understanding and agreement of the Board and the Union, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Board and the Union.
- H. The Gwinn Area Community Schools does not discriminate on the basis of race, color, national origin, sex, age, or disability.

### ARTICLE XXXIII

#### EXPIRATION AND NOTICE

- A. Expiration Date: Except as provided in paragraph B below, this agreement shall become effective on **July 1, 1998**, and shall continue in full force and effect up to and including **June 30, 2001**.
- B. Notice to Modify, Amend, or Terminate; Automatic Renewal: This agreement shall continue in effect for successive yearly periods after **June 30, 2001**, unless notice is given in writing by either the Union or the Employer to the other party at least sixty (60) days prior to **June 30, 2001**, or any anniversary date thereafter, of its desire to modify, amend, or terminate this agreement. If such notice is given, this agreement shall be open to modification, amendment, or termination as such notice may indicate, on **June 30, 2001**, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after **June 30, 2001**, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

#### WAGE INFORMATION

1998-1999	Increase each step on 1997-98 Appendix D by 3% Wage increase shall be effective as of 7/1/98
1999-2000	Increase each step on 1998-99 Wage Schedule by 3%
2000-2001	Increase each step on 1999-00 Wage Schedule by 3%

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**LETTER OF UNDERSTANDING #1**

**HALF-TIME SECRETARY (Athletic Director)**

It is agreed that the secretarial position for the Athletic Director will not be classified as a Teamster position. It is also agreed that work previously performed by high school secretaries (excluding athletics) will not be assigned to the Athletic Director's secretary, and, that should this be violated, the Athletic Director's secretary shall become a Teamster position

**LETTER OF UNDERSTANDING #2**

The Board shall notify Cora Hutchens, who holds the position of half-time Athletic Department Secretary and half-time High School Attendance Clerk that she is entitled to half-time benefits under this Union Agreement, plus half-time benefits for the non-union portion of her job. This arrangement shall not be considered a precedent for any other position or employee in the district to obtain employee benefits.

<b>CLASSIFICATION</b>	<b>Probationary</b>	<b>76 Work Days to 18 Months</b>	<b>18 Months to 36 Months</b>	<b>36 Months and Over</b>
<b>Custodian I/Pool Attendant Custodian I</b>				
<b>Bus Driver/Custodian I</b>	<b>\$12.00</b>	<b>\$12.23</b>	<b>\$12.71</b>	<b>\$13.89</b>
<b>Bus Driver/Maintenance</b>	<b>\$12.16</b>	<b>\$12.39</b>	<b>\$12.88</b>	<b>\$14.08</b>
<b>Custodian II</b>	<b>\$9.85</b>	<b>\$10.03</b>	<b>\$10.46</b>	<b>\$11.64</b>
<b>Bus Driver</b>	<b>\$11.62</b>	<b>\$11.85</b>	<b>\$12.33</b>	<b>\$13.50</b>
<b>Head Cook</b>	<b>\$10.12</b>	<b>\$10.28</b>	<b>\$10.76</b>	<b>\$11.91</b>
<b>Assistant Cook Food Service Driver Baker</b>	<b>\$9.85</b>	<b>\$10.03</b>	<b>\$10.48</b>	<b>\$11.64</b>
<b>Cook's Helper Server</b>	<b>\$9.70</b>	<b>\$9.87</b>	<b>\$10.35</b>	<b>\$11.52</b>
<b>Bus Aide</b>	<b>\$9.51</b>	<b>\$9.69</b>	<b>\$10.18</b>	<b>\$11.29</b>
<b>Noon Hour Supervisor</b>				
<b>Mechanic</b>	<b>\$14.81</b>	<b>\$15.06</b>	<b>\$15.41</b>	<b>\$15.76</b>
<b>Mechanic Helper</b>	<b>\$14.61</b>	<b>\$14.61</b>	<b>\$14.61</b>	<b>\$14.61</b>
<b>Secretary</b>	<b>\$10.35</b>	<b>\$10.55</b>	<b>\$11.03</b>	<b>\$12.18</b>

CLASSIFICATION	Probationary	76 Work Days to 18 Months	18 Months to 36 Months	36 Months and Over
Custodian I/Pool Attendant				
Custodian I				
Bus Driver/Custodian I	\$12.36	\$12.60	\$13.09	\$ 14.31
Bus Driver/Maintenance	\$12.52	\$12.76	\$13.27	\$ 14.50
Custodian II	\$10.15	\$10.33	\$10.77	\$ 11.99
Bus Driver	\$11.97	\$12.20	\$12.70	\$ 13.91
Head Cook	\$10.43	\$10.59	\$11.09	\$ 12.27
Assistant Cook Food Service Driver Baker	\$10.14	\$10.33	\$10.79	\$ 11.99
Cook's Helper Server	\$9.99	\$10.16	\$10.66	\$ 11.87
Bus Aide Noon Hour Supervisor	\$9.79	\$9.98	\$10.48	\$ 11.63
Mechanic	\$15.26	\$15.51	\$15.87	\$ 16.23
Mechanic Helper	\$15.05	\$15.05	\$15.05	\$ 15.05
Secretary	\$10.66	\$10.86	\$11.36	\$ 12.55



CLASSIFICATION	Probationary	76 Work Days to 18 Months	18 Months to 36 Months	36 Months and Over
Custodian I/Pool Attendant				
Custodian I				
Bus Driver/Custodian I	\$12.73	\$12.98	\$13.48	\$14.74
Bus Driver/Maintenance	\$12.90	\$13.14	\$13.67	\$14.94
Custodian II	\$10.45	\$10.64	\$11.10	\$12.35
Bus Driver	\$12.33	\$12.57	\$13.08	\$14.33
Head Cook	\$10.74	\$10.91	\$11.42	\$12.64
Assistant Cook				
Food Service Driver				
Baker	\$10.44	\$10.64	\$11.11	\$12.35
Cook's Helper				
Server	\$10.29	\$10.46	\$10.98	\$12.23
Bus Aide				
Noon Hour Supervisor	\$10.09	\$10.28	\$10.80	\$11.98
Mechanic	\$15.72	\$15.98	\$16.35	\$16.72
Mechanic Helper	\$15.50	\$15.50	\$15.50	\$15.50
Secretary	\$10.98	\$11.19	\$11.70	\$12.93

**SIGNATURE PAGE**

**IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year set forth below.**

**TEAMSTERS UNION LOCAL NO. 328**

By: Bill Brazeau  
Bill Brazeau  
Its Secretary/Treasurer

**Dated: July 1, 1998**

**GWINN AREA COMMUNITY SCHOOLS**

By: Marilyn E. Ryan  
Marilyn E. Ryan, President

By: Ronald J. Libey  
Ronald J. Libey, Secretary

**Dated: July 1, 1998**





