

Agreement 2010-2012

Collective Bargaining Agreement Between

Imlay City Community Schools and Local 1421, Unit B

(Custodians, Secretaries, Mechanics, Special Projects, Maintenance)

Affiliated with the International Union of the
American Federation of State, County,
and Municipal Employees

and

Council 25 of the American Federation
of State, County and Municipal Employee

July 1, 2010 to June 20, 2012

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AGREEMENT

THIS AGREEMENT entered into on this 1-24, 2011, between the **BOARD OF EDUCATION OF THE IMLAY CITY COMMUNITY SCHOOL DISTRICT** (hereinafter Referred to as the "Employer"), and **CHAPTER B, LOCAL NO. 1421**, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council 25 of the American Federation of State, County and Municipal Employees, jointly and severally (hereinafter both referred to as the "Union").

PURPOSE AND INTENT

A sound educational program as affects the best interest of the children of the community is the primary objective. The Employer and Union mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and Union dedicate their efforts.

The purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and employees. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the exclusive Public Acts of 1965, as amended, the Employer hereby recognizes the Union as representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees of the Employer included in the following classification: Custodians, Maintenance/Special Projects personnel, Secretaries/ Clerical Support, and Mechanics. The above classifications do not include the School Board Secretaries, Supervisors, and Temporary Employees.

2. RESERVATION OF RIGHTS

It is agreed that the Employer hereby retains and reserves unto itself, without limitation of the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, it's properties, equipment, facilities, and operations and to direct the activities and work of its employees;

2. Hire all employees and determine their qualification and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, expand or reduce the work force, eliminate existing positions, and/or create new positions;
5. Establish, eliminate, continue or revise any personnel and employment policies and/or reasonable work rules and regulation;
6. Dismiss, demote and discipline employees;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operations and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its work force.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, building, department, divisions, thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organizations, its functions, authority, amount of supervision, and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of the policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

3. UNION SECURITY

- a. All employees in the bargaining unit shall have deducted from their pay monthly, either membership dues of the Union or representation service fees. Employees who are hired or become members of the bargaining unit after the effective date of this Agreement shall have such deductions commence upon the expiration of thirty (30) days.
- b. The Union shall certify to the Employer by July 1 of each year the membership of the Union subject to deduction of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Employer by July 1 of each year the amount of monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Union's Secretary-Treasurer on or before the fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee, and the amount that is deducted each month.

- c. If an employee disputes the legitimacy of such a deduction, the Union shall hold the amounts deducted in escrow until the employee has exhausted internal appeal procedures, and/or judicial remedies.
- d. Union Dues and Representation Service Fees:
The Employer shall collect Union Dues or Service Fees on a monthly basis from all employees within the bargaining unit who have executed the proper authorization form: (It shall be the responsibility of the Union to obtain the authorized signatures and submit the form to the Employer.)
These amounts shall be certified by the Union. The amount deducted shall be paid to the Treasurer of Local 1421, Unit B, Council 25, AFSCME.
- e. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.
- f. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- g. Nothing in this article shall be interpreted to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates unless authorized by law.

If the employee does not pay the representation service fee directly to the Union or authorize payment through payroll deduction, the employer may, pursuant to MCL 408.477 and at the request of the union, deduct the service fee and remit the same to the union after notifying the employee of non-compliance and providing the employee with an opportunity for a due process hearing limited to the question of whether the employee has paid the service fee to the union or authorized its deduction.

4. AID TO OTHER UNIONS

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

5. STEWARDS AND ALTERNATE STEWARDS

- a. There shall be three stewards as follows:
 - 1. One Steward for the Custodians

2. One Steward for the Secretaries/Clerical Support
3. One Steward for the Mechanics and Maintenance/Special Projects Employees

There shall be a stewards' meeting once a month with the stewards, chapter chairperson and administration. These meetings will be held the second Tuesday of each month at 2:30 p.m.

- b. When any of the above Stewards are absent from work, an alternate can be appointed by the Steward.
- c. The Stewards, at reasonable times as determined by their supervisors during their working hours, may investigate grievances and present grievances to the Employer. Only so much time as is necessary shall be used by Stewards in performing the above function and this provision is not to be abused by Stewards. The Superintendent will grant Stewards or the Chapter Chairperson reasonable time to investigate grievances and present grievances to the Employer during the usual working hours without loss of time or pay. Stewards will report back to said Supervisors when said activity is finished.

6. GRIEVANCE PROCEDURES

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be filed in writing with the employee's immediate supervisor within five (5) working days of its occurrence or within five (5) working days of the date at which the employee is on notice of the facts if not reasonably recognizable at the date of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

Step (1)

Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward.
- b. The steward and/or employee shall discuss the grievance with the immediate supervisor.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance.
- d. The immediate supervisor shall give his/her answer to the Steward within five (5) working days of receipt of the grievance.

Step (2)

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Superintendent within five (5) working days after the response of Step (1) is due. The Superintendent shall sign and date the Chapter Chairperson's copy.

An appeals meeting may be called between no less than two members of the Union, including a representative of Local 1421-Unit B, Council 25 and/or the International Union, and no less than two members of the Employer.

Step (3)

- a. If the answer at Step (2) is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
- b. In the event Council #25 wishes to carry the matter further it shall within thirty (30) calendar days from the date of the Employer's answer at Step (2) meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration within sixty (60) calendar days following the meeting with the Employer with the American Arbitration Association in accordance with its rules and procedures.
- c. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- d. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be borne by the non-prevailing party.
- e. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- f. Failure to respond to any grievance shall cause the grievance to proceed to the next step.

7. BACK PAY CLAIMS

The Employer will reimburse any employee for earnings lost through the Employer's violation of this Agreement, provided the employee makes timely use of the grievance procedure. No claim shall exceed the amount of wages the employee would have earned at his regular rate nor result in an increase in the employee's total remuneration from other employment pursued in place of his employment with the Board of Education minus expenses in connection with such employment.

8. GRIEVANCE PROCEDURE IN DISCHARGE, SUSPENSION OR DEMOTION CASES

- a. Where an employee is discharged, suspended or demoted to a lower paying classification, the employee and the Union shall be promptly notified thereof in writing by the Employer. In such cases, the employer will hold a disciplinary conference at which the employee shall be entitled to the presence of a union representative. The employee shall be entitled to written notice of charges and afforded an opportunity to be heard before discipline is issued.
- b. If the employee or the Union wishes to file a grievance in connection with such discharge, suspension or demotion to a lower paying classification, they may use the grievance procedure set forth in Article 6 thereof, with the following exceptions:
 - 1. The grievance shall be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step (2).
 - 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged, or fifteen (15) days after notification has been sent to the Union, whichever date is later.
- c. In discharge or suspension and/or demotion to lower paying classification cases, appeal of the decision at Step (2) of the grievance procedure may be made by the Union to the American Arbitration Association, provided such appeal is made within thirty (30) days after delivery of the decision at Step (2). This does not impair the union's practice, in appropriate cases, of allowing an employee to select their own counsel for representation at arbitration where the union has secured an appropriate release from the employee. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be borne by the non-prevailing party. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction. The arbitrator shall confine his opinion to the sole question of whether the discharge, suspension or demotion to a lower paying classification was unjust or improper.
- d. Any employee who is reinstated to his former position after discharge, suspension or demotion to a lower paying classification which has been adjudged to have been unjust or improper, will be returned to work on his regular job without loss of his seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of his employment with the Employer, unless Employer and Union agree otherwise or arbitrator decides otherwise.

9. SENIORITY

- a. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) work days of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from ninety (90) work days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.
- b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Section 3 of this Agreement. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.
- c. Seniority shall accumulate from the employee's last date of hire in the bargaining unit and shall apply within classification for the purpose of assignment, layoff, recall and vacation preference according to the terms of those provisions addressed elsewhere in this Agreement.
- d. Employees hired on a part-time basis and work four (4) or less hours per day shall be credited with one-half seniority credit.
- e. There shall be no fringe benefits during the probationary period for new hires.

10. SENIORITY LISTS

- a. Seniority and work assignments shall not be affected by the race, sex, marital status, or dependents of the employee.
- b. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- c. The Employer will keep the seniority list for layoff, recall and vacation preference up to date at all times and will provide the local union president with any changes at least every ninety (90) days,
- d. The Employer shall issue an updated seniority list each year as of July 1 and January 1.

11. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits;
- b. He/she is discharged and the discharge is not reversed through the grievance procedure;
- c. He/she is absent for three (3) consecutive working days without notifying the Employer, such absence results in automatic discharge and the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority;
- d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure;

- e. Return from sick leave and leaves of absence will be treated the same as (C.) above.

12. SUPPLEMENTAL AGREEMENTS

The Employer shall not contract out or subcontract out any work during the period of this Agreement that is normally performed by members of the bargaining unit, if such contracting or subcontracting results in the layoff of any members of the bargaining unit.

13. VACANCIES, ASSIGNMENTS, LAYOFF AND RECALL

- a. A position is defined as an assignment of tasks, duties, responsibilities, hours and location(s) designated for an employee by the Employer
- b. A vacancy is defined as a position to be filled. Except for mechanic, maintenance, and special projects positions, any change in hours and/or locations shall cause the position to be posted as a vacancy.
- c. Whenever a vacancy arises or a position is eliminated, an assignment meeting shall be convened within ten (10) days of the vacancy for the purpose of determining the assignments of employees. Written notice of the date, time and place of the meeting shall be provided to the Union Chapter Chairperson at least five (5) work days in advance of the meeting. Employees must be present to participate or provide a written proxy to another employee to act in his/her behalf. Initial vacancies shall be posted in a conspicuous place on bulletin boards in each building at least five (5) work days in advance of the meeting.
- i. Vacancies shall be filled at the assignment meeting by the most senior employee desiring the position from within Unit B classification who meets the stated qualifications. If no employee from within the classification is awarded the position, the most senior employee bidding on the position who meets stated qualifications within Unit B will be awarded the vacancy.
- ii. If no employee is awarded the position it may be filled by a new hire. Resultant vacancies shall be posted within two (2) days for a five (5) day period after a trial period if required. Employees working in a new classification or are promoted will have a ten (10) days trial period to determine their ability to handle the assignment. Should it be determined that they do not have the ability to handle the assignment, they may return to their previous position.
- d. An employee within a classification, who is without a position because their position has been eliminated and has not been awarded another position through the bidding procedure for vacancies, shall be permitted to bid upon a position within their classification held by a less senior employee. The senior employee shall be awarded the position if he/she meets the stated qualifications for it. The employee who is displaced shall be permitted to bid upon a position

within the classification held by a less senior employee in order of seniority among the other employees without positions.

Employees who are not awarded positions because they were not able to meet the stated qualification or did not have enough seniority to be awarded a position shall be placed on layoff. Employees on layoff shall be notified of any future assignment meetings and will be allowed to participate according to their seniority and qualifications for recall to a position, provided recall to the position does not result in the layoff of an employee presently employed in the classification.

An employee who refuses recall to a position in the same classification from which he/she was laid off and possesses sufficient seniority for recall shall forfeit recall rights to any position in the future.

- e. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- f. Notwithstanding their position on the seniority list, the Chapter Chairperson and Stewards in their classification shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available. The Union shall furnish the administration with an up-to-date list of the Chapter Chairperson and stewards.
- g. Employer agrees that except for the Maintenance/Mechanics/Special Projects it is the policy to promote or transfer qualified employees to other classifications before hiring new employees. This in no way will prevent the Employer from permitting such a transfer if in the judgment of the Employer the current employee is the most qualified to fill the position.

14. TRANSFERS

- a. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall be accumulated seniority while working in the position to which he was transferred up to one (1) year.

Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

- b. If and when the total operations of a building are transferred to a different building, employees affected will be given the first opportunity to fill same positions in the new building on the basis of seniority and qualification.
- c. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee within the classification who meets the requirements for such job.

Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. In the event that a senior employee does not desire such temporary assignment, then the position may be filled with a substitute employee.

15. NO STRIKE

The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organization not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

16. LEAVE OF ABSENCE

- a. Leaves of absence for reasonable period not to exceed one (1) year will be granted without loss of seniority for:
 1. Serving in any elected position (public or union);
 2. Maternity leave;
 3. Illness leave (physical or mental);
 4. Prolonged illness in immediate family;
 5. Any other cause deemed appropriate by the Employer
- b. Members of the Union selected by the Union to do work which takes them from their employment with the Employer shall, at the request of the Union, receive temporary leaves of absence not to exceed one (1) year without loss of seniority.
- c. Any of the above-mentioned leaves may be extended for like cause by the Employer.
- d. Eligible employees have the right to leave under the Family Medical Leave Act, which provides a right to take unpaid leave or paid leave if authorized by the district, for a period of up to twelve (12) weeks in a twelve (12) month period: (1) due to the birth of a child, the care of a newborn or the placement of a child for foster care or adoption; (2) because the employee is needed to care for a child, spouse or parent with a serious health condition; or (3) due to the employee's own serious health condition which makes the employee unable to do his or her job. An eligible employee may also maintain existing group health benefits while on leave. Eligible employees must work at least 1250 hours for the district over the previous twelve (12) month period immediately preceding the commencement of the leave. Leave is granted in accordance with board policy and the Act.

17. VETERANS

Employees leaving employment with the district for active military service and/or returning to employment with the district from active military service shall be entitled to such military leave and return rights as provided by then existing law.

A probationary employee who enters the Armed Forces and meets the foregoing requirement, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

18. VETERAN LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be as provided by applicable laws and regulations.

19. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- a. The district agrees to provide such benefits for educational leave of absence for veterans as may be mandated by state or federal law.
- b. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted, and provided further this provision shall be limited to a maximum of two (2) weeks per year.

20. SPECIAL CONFERENCES

Special conferences for important matters may be requested by either the Union or the Employer. Either the Union or the Employer shall have the right not to meet if so desires. The time and place of any meeting shall be mutually agreed upon. This provision shall not impair the obligation of the parties to meet and confer concerning administration of the labor agreement during its term.

21. COLLECTIVE BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically

referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This section shall not act as a bar to grievances submitted under this Agreement pursuant to the grievance procedure contained in Section 6 of this Agreement.

22. LEAVE POLICY

Children and/or dependents must be considered dependents according to IRS guidelines.

- a. Sick leave is to be taken only upon illness or injury of the employee. Sick leave may be used for illness of spouse, children, paternal and maternal parents (if dependent on the employee), or emergency dental treatment. Routine physical examinations shall not be covered as sick leave but shall be appropriate for personal business leave. Examinations by a physician for diagnosis of symptoms and follow-up examinations prior to release by the physician shall be proper use of sick leave. Such examinations shall be scheduled at times which do not interfere with the duties of employment, if possible and in any event, the employee shall report for duty before or after such examination if time permits. The Employer may require a physician's certification of the illness or injury in cases of extended or chronic use of sick leave. All employees covered by the Agreement shall accumulate one (1) sick leave day per month or part thereof actually worked, not to exceed twelve (12) days per year. Any employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.
- b. Personal Business Days – Each employee covered by this Agreement shall be entitled to not more than two (2) days personal business leave during each school year with pay. Personal business may be accumulated to a maximum of four (4) days. Personal business leave shall not be used immediately before or following a vacation or holiday period. The requests for personal business leave must be submitted at least twenty-four (24) hours in advance, except in emergency situations which preclude such advance submission of notice. Personal business and the number of hours in a personal leave day shall be calculated according to the number of hours in the employee's work day. No more than two (2) employees from the same classification shall have a right to use personal business leave at the same time.

Personal business days may be accumulated to a maximum of four (4) days. Unused personal business days will be transferred to sick leave. Personal days for part-time employees shall be pro-rated.

The provision for paid personal business leave is not to be used in the pursuit of personal sporting or recreational interests, shopping, other gainful employment, or vacation.

23. FUNERAL LEAVE

When applicable, each employee shall be entitled to funeral leave without loss of pay in accordance with the following schedule.

- a. Five (5) days maximum during each school year, for each occurrence, for the death of a husband or wife, son or daughter, brother or sister, mother or father of the employee.
- b. Three (3) days maximum during each school, for each occurrence, for the death of current father-in-law, current mother-in-law, stepchildren, grandfather, and grandmother.
- c. One (1) day maximum during each school year, for each occurrence, for the death of a relative other than those listed above.
- d. One (1) day maximum during each school year for the death of a friend. Personal business days may be used for additional days or occurrences.
- e. Any employee selected to be a pallbearer or a participant in the funeral for a deceased employee shall be allowed one (1) funeral day with pay not to be deducted from sick leave.
- f. The Chapter Chairperson or his representative shall be allowed one (1) funeral day leave with pay not deducted from sick leave in the event of the death of a member of the Union who is a member of the bargaining unit for the purpose of attending the funeral.

If additional time is needed, approval must be obtained from the Superintendent of Schools and any additional time will be deducted from accumulated sick leave. No employee shall receive pay in lieu of funeral leave.

24. WORKING HOURS

- a. Regular working hours shall be at the discretion of the Employer.
- b. Any employee called in by the Employer at other than his/her regular hours shall be paid for at least (3) hours of work regardless of the time actually worked. Employees scheduled to work by the Employer other than his/her regular hours shall work the hours of the assignment.
- c. Employees who work six (6) hours or more may take two (2) breaks, of not exceeding fifteen (15) minutes per break one during the first half and one during the second half of their regular shifts. Employees who work less than six (6) hours but more than three (3) hours, shall be entitled to one (1) fifteen (15) minute work break.
- d. Employees shall be allowed one-half (1/2) hour for lunch but shall not be paid for this period, nor shall this period be counted in computing overtime.
- e. All custodians, maintenance, mechanics and special projects personnel are to report on all snow days. Day shift employees will be paid for the hours they work. If the Employer sends them home before noon they will be paid one-half

(1/2) day. If the Employer sends them home after noon, they will be paid for the full day. Afternoon shift employees will work from 12:00 p.m. (noon) until 8:30 p.m. unless otherwise directed to work during night activities. They too will be paid for the hours they work. If the Employer sends them home before 4:00 p.m. they will be paid one-half (1/2) day. If the Employer sends them home after 4:00 p.m., they will be paid for the full day. No one will be required to report on Red Alert Days, as declared by the Governor, with no loss of pay.

When the day is a cancelled student instruction day, to be rescheduled for work on a date which is in addition to the employee's originally scheduled work year, the employee shall not be paid for the cancelled work day, but will work and be paid for the rescheduled work day only. Otherwise, the employee will be paid for the cancelled work day when not rescheduled.

- f. The Employer agrees to pay the employee at the current IRS rate per mile for use of personal car when used for approved school business.
- g. Employees who have had hours reduced upon written request shall be placed on a substitute list for preference in obtaining substitutes for substitute work available in their classification or any other classification in which they have the present ability to perform the work. When substitute work arises, the Employer shall make an effort to contact the employee by telephone or personal contact if at work. The Employer is not obligated to assign the work to an employee where it would result in the payment of overtime rates. An attempt will be made to equalize the work opportunity among those on the list. Any case of inequity or bypassing without cause shall be remedied only by providing future work opportunity until the equity or bypassed hours are made up.

25. TIME AND A HALF AND DOUBLE TIME

Time and a half will be paid as follows:

- a. For all hours over eight (8) in one day.
- b. For hours in excess of forty (40) hours in any one week.

Double time will be paid as follows:

- a. Sunday work performed by employees working more than forty-eight (48) hours in a work week.
- b. Holiday work performed by all personnel.

Time and a half will not be paid for positions that have been established as full-time (four ten-hour days) assignments (summer only).

For this paragraph, the work week shall begin at 12:01 a.m. on Monday. There shall be no pyramiding of overtime. Any hours paid at overtime rates for any of the above reasons shall not be counted to compute overtime for any other reasons.

26. HOLIDAYS

Holidays paid for at the regular rate shall be as follows:

Full-time employees, fifty-two weeks, eight (8) hours per day –

Fourth of July	Christmas Day
Labor Day	Day before New Year's
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
An additional holiday during Christmas break	

Full-time employees (school year) eight (8) hours per day –

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day
An additional holiday during Christmas break	

Part-time employees (school year) less than eight (8) hours per day –

Labor Day	Day before Christmas
Thanksgiving Day	Christmas Day
Day after Thanksgiving	New Year's Day
Good Friday	Memorial Day
An additional holiday during Christmas break	

To receive holiday pay, the employee must work the last scheduled work day before and the first scheduled work day after the holiday as scheduled for all employees in the classification, unless the employee is on a paid leave status or an approved personal leave day in which case the employee must work the scheduled work day before and after the leave day.

27. VACATION

Employees shall be eligible for vacation as follows:

- a. All regularly employed full-time, twelve (12) month, eight (8) hour employees shall be granted vacations on the following schedule:
 1. two (2) weeks after one (1) year service;
 2. three (3) weeks after five (5) years of service; and
 3. four (4) weeks after ten (10) years of service.

- b. All employees employed for the school year will be paid for days worked with a minimum guarantee of one hundred eighty (180) days of employment in addition to holidays and vacation.
- c. Employees who are absent from work on unpaid status for ten (10) or more scheduled work days during any month of work shall have their vacation reduced proportionately for those months, according to the ratio of the number of months they have been absent ten (10) or more scheduled work days to the number of months of scheduled work.

Employees hired on or after January 1, 1984, who work less than 12 months, shall not be eligible for vacation.

The phase in of Custodian II classification vacation leave.

Beginning with the 2000-2001 school year, all regularly scheduled, full time, 12 month, eight (8) hour Custodian II positions shall be granted two (2) weeks vacation leave after one (1) year of service. All regularly scheduled, full time, 12 month, eight (8) hour Custodian II positions will then have earned two (2) weeks vacation leave (if all other criteria are met) for use in the 2001-2002 school year.

In the 2002-2003 school year all regularly scheduled, full time, 12 month, eight (8) hour Custodian II employees shall be granted vacation leave in accordance with the employee's seniority level with the district per the following schedule:

- Two (2) weeks after one (1) year service;
- Three (3) weeks after five (5) years of service; and
- Four (4) weeks after ten (10) years of service.

28. VACATION PERIOD

- a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the operation of the department concerned. Any denial of employees requesting a vacation will be subject to a special conference.
- b. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- c. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- d. A vacation may not be waived by an employee and extra pay received for work during that period. If an employee does not take a vacation in the year he is first entitled to take it, he may not take said vacation time in a subsequent year.
- e. If the employee becomes ill and is under the care of a duly licensed physician during his vacation his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- f. Consideration for vacation preference will be granted to employees on a seniority basis, subject to operating requirements. The Employer reserves the right to make the final decision as to the operating requirements.

- g. Employees will not be required to use vacation day(s) when school is not in session during non-attendance day(s) for students.

29. PAY ADVANCE

- a. If a regular payday falls during an employee's vacation, he may upon request receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.
- b. If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time for layoff for the current calendar year, will have such credit deducted from his vacation the following year.
- c. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided in this Agreement.

30. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events;
- b. Notices of election;
- c. Notices of results of elections;
- d. Notices of meetings;
- e. Notices for posting of jobs.

31. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation. The Employer will consult with the Union as to whether or not such new job is within the bargaining unit.

32. UNIFORMS

The Employer may prescribe the type of apparel or require uniforms to be worn to work. The Employer shall provide a work apparel allowance for necessary items to be used in their duties for each employee per year up to the amounts specified in the schedule below. Itemized receipts of the items purchased and the place of purchase must be submitted. The Employer shall consult with a committee of union members (one member from each uniform classification) prior to designation of the uniform and place of purchase.

Custodians: The District will provide each custodian with five work shirts, to be worn during the school year. Custodians may wear their own choice of slacks (except that during the school year blue jeans are not acceptable.)

Maintenance/Mechanic/Grounds: Uniform service, including cover-alls for mechanic positions.

33. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. Jury Duty and scheduled work time shall not exceed eight (8) hours per day.

34. EQUALIZATION OF OVERTIME

- a. Overtime hours shall be divided as equally as possible among employees in the same classification in the building where they work more than fifty (50) percent of their total hours. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building by the Employer.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (three hours minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

- b. Building checks will be performed by custodians who are certified as properly trained by the Employer.
- c. Any employee may be bypassed in the assignment of extra hours when there is another employee available to do the work without receiving overtime rates.

35. STUDENT UNREST

In the event of potentially violent student demonstrations at the Imlay City Community Schools, the school district agrees to provide protection for its employees of the bargaining unit.

Should demonstration occur and the employee has not yet reported for work, the employees will be notified in advance that they are not to report to work. In that event, the employees will be paid at the regular rate of pay for the duration of the demonstration.

36. UNION CONFERENCES

Employees of the bargaining unit will be allowed time off to attend conventions, conferences and other functions of the Union without pay, providing the Union submits the names of those employees attending seven (7) days in advance.

37. DURATION

This Agreement shall be effective as of the date of executing, and shall continue in full force and effect until June 30, 2012, at which time it shall terminate. At any time subsequent to February 1, 2012, either party may give written notice to the other of its desire to negotiate a new agreement for the following year and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification.

38. TEMPORARY EMPLOYEES

Temporary employees shall be defined as an employee used to perform seasonal work and/or to assist the regular work force during down time, and/or to be assigned to a school co-op position. These employees shall not work in the place of or replace full-time employees. In no case shall the period of employment exceed one hundred twenty (120) days during one calendar year unless mutually agreed upon, except for student co-op help.

39. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A	Classification and Rates
Appendix B	Benefits
Appendix C	Hunting Leave
Appendix D	Safety
Appendix E	Retirement

APPENDIX A

CLASSIFICATION AND RATES

Clerical Classification

Secretary I

Secretary I working hours: 8 hours/day; same # of days as teaching staff; plus 20 days.

Secretary II

Secretary II working hours: 8 hours/day, same # of days as teaching staff.

Secretary I

High School Principal
Middle School Principal
Borland Principal
Weston Principal
Venture High School Principal
Athletics
Consortium for Exceptional Children
Clerical Support

Secretary II

High School Dean of Students
High School Counseling
Middle School Office
Weston Office
Borland Office

Custodian II employees hired for Head Custodian position will receive Head Custodian Wages and Benefits

Custodian II personnel will become year-round employees. (See page 15 for the phase in of Custodial II vacation leave).

Custodian I classification will be phased out upon separation of current employees in that classification.

Unit B	2010-2012
Custodian II	
1-3 years	\$ 10.04
4-6 years	\$ 10.47
7-10 years	\$ 11.09
10+ years	\$ 11.69

Clerical Support	2010-2012
1-3 yrs.	\$ 12.19
4-6 yrs.	\$ 12.78
7-10 yrs.	\$ 13.36

10 + yrs.	\$ 14.23
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Secretary *	2010-2012
1-3 yrs.	\$ 12.19
4-6 yrs.	\$ 12.78
7-10 yrs.	\$ 13.36
10 + yrs.	\$ 14.23

	2010-2012
Secretary I & II**	\$ 14.79
Head Mechanic	\$ 18.73
Mechanic	\$ 14.47
Head Custodian	\$ 16.88
Special Projects	\$ 16.88
Custodian I	\$ 16.69

* Secretaries hired after 05/12/98

** Secretaries currently employed

Note, a one-time \$400 off schedule payment payable ten (10) days after Board of Education ratification will be made in a lump sum payout to each bargaining unit member, less withholding required by law. If other bargaining units in the district negotiate a different base wage percentage increase, that percentage increase shall be afforded to employees in this bargaining unit. This provision does not apply to any off schedule payments that may be negotiated in other units.

Classifications and Rates

1. \$.15 Night Shift Premium for Custodian I Position only
2. Food, Mail, Custodial/Custodian I Pay (Beginning with the 2000-2001 school year this position, for the current employee only, will be paid at the Head Custodian rate. If the current employee in this position separates from the district, the district and union will at that time evaluate the classification.)

APPENDIX B

For the 2010-2011 school year, employees will pay 4% of the health insurance premiums commencing at 12:00 midnight on June 30, 2011. That 4% premium contribution will continue for the duration of the 2011 school year, provided that at 11:59 p.m. on June 30, 2012, employees will thereafter be required to pay 8% of their health insurance premiums.

The district agrees to establish and maintain a Section 125 Cafeteria Plan to enable employees to make insurance premium contributions with pre-tax dollars through payroll deductions to the extent permitted by law.

If other bargaining units in the district negotiate a different health insurance premium contribution, employees in this bargaining unit will likewise be required to pay that premium contribution unless that contribution is higher than the rates provided herein.

If legislation is enacted during the term of this agreement that imposes an employee contribution towards health insurance, employees shall only be required to pay the negotiated health insurance contribution unless that legislation provides otherwise. If that legislation mandates an employee pay a health insurance premium co-pay in excess of the employee health insurance premium contributions set forth herein regardless of the existence of a currently effective collective bargaining agreement, it is the parties intent that employees not be required to pay both the legislative required premiums plus the designated contractual premium.

For example, if employees are paying a four percent (4%) health insurance premium, and a law is passed that requires that employees pay a ten percent (10%) health insurance premium contribution only when a collective bargaining agreement expires, then employees are required to pay that ten percent (10%) premium contribution after expiration of the agreement. Likewise, if that law is passed and requires a ten percent (10%) payment of health insurance premium contributions without regard to an existing collective bargaining agreement, then employees would pay only the ten percent (10%) premium – not ten percent (10%) plus four percent (4%).

HOSPITALIZATION INSURANCE

Subject to the above, the Employer will pay on behalf of each employee the following:

Full-time employees – eight (8) hours, fifty-two (52) weeks – Full Payment

Employees working six (6) to eight (8) hours, school year – Full payment.

Employees working five (5) hours per day, school year - \$550.00

This benefit will be paid only for those employees who are principal subscribers under the Imlay City Board of Education plan with 100% coverage and a Health Reimbursement Arrangement (HRA) funding the annual deductible. The carrier will be at the discretion of the Employer.

DENTAL INSURANCE

The Employer shall provide Full Family Class I, Plan A dental insurance with a \$1,200 dental cap. Dental coverage includes a 50% orthodontic and a 50% denture

plan. The first year coverage is 70% increasing to 100% if annual requirements are met.

LIFE INSURANCE

The Employer agrees to provide a \$20,000 term life insurance policy for each employee.

VISION INSURANCE

The Board shall provide a self-insured vision program equivalent to the following:

Exam	\$48.00
Regular Lenses	\$60.00
Bifocal Lenses	\$72.00
Trifocal Lenses	\$72.00
Lenticular Lenses	\$96.00
Contacts	\$132.00
Frames	\$72.00
Tint	\$12.00

All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must notify the Employer of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage.

Where husband and wife are employed by the Employer, the Employer shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one employee shall be designated as the insured and dependent shall be at the option of the employee involved.

Any premium cost in excess of the amount for which the Employer is obligated or any overpayment of premiums shall be deducted from the salary of the employee.

SICK LEAVE PLAN

1. Each employee with sick leave accumulation in excess of fifty-five (55) days on June 30 of the previous fiscal year shall be paid his/her daily rate for one-half that accumulation. The rate shall be based on the classification(s) in which the employee worked.
2. The daily rate shall be the rate for the just completed fiscal year multiplied by the number of hours assigned to that position for the majority of the work days during the just completed fiscal year.

3. Payment shall be included in the regular scheduled pay closest to July 15.
4. Employees shall have the option to use accumulated sick days during unpaid holiday time. Employees must decide within two weeks after the beginning of the school year which unpaid holidays (if any) they would like to apply their sick days toward and they cannot rescind their choice during that school year. If employees become ill and have no accumulated sick time available, they must take unpaid leave.

LONG TERM DISABILITY

1. A long term disability program shall be provided for employees. One-half the premium shall be paid by the Board of Education and one-half the premium shall be paid by the employee. The employee portion shall be divided equally among all employees, and shall be subject to payroll deduction.
2. The benefit terms of this provision shall be the same as those in the Plan that currently, and in the future, covers all Imlay City Community Schools employees.

WORKER'S COMPENSATION

Each employee shall be covered by applicable Worker's compensation insurance. In the event of an accident arising out of and in the course of employment in which the employee is entitled to benefits under the Worker's Compensation Act, the Employer will pay the difference between Worker's Compensation and the employee's regular take home pay for a period not to exceed one (1) year.

LONGEVITY

<u>Years of Service</u>	<u>2010-2012 Contract Amount</u>
5-7	\$425
8-11	\$450
12-15	\$475
16 Plus	\$500

ANNUITY IN LIEU OF HEALTH INSURANCE

Those employees who are eligible for medical coverage and choose not to take the coverage will be eligible for a Board-paid annuity as long as it is legal according to IRS guidelines:

2010 through 2012	\$150 per month
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APPENDIX C

HUNTING LEAVE

The following restrictions are to be adhered to concerning leave of absence for the purpose of hunting:

1. No more than three (3) employees will be absent from their work station at the same time for the purpose of hunting.
2. No more than two (2) employees from any one category will be absent from their work station at the same time for the purpose of hunting.
3. No employee will be absent from his work station for more than three (3) days for the purpose of hunting, unless it is an approved vacation period.
4. There will be no pay for those absent from their work station for the purpose of hunting unless vacation time has been saved for this purpose from the previous summer.
5. The Employer will notify the employee in advance as to the employees who will have sanctioned hunting leave and for what time periods.
6. Disciplinary action will be taken against those who are absent without sanctioned hunting leave.
7. Sick leave request and personal business leave requests for this period are subject to severe scrutiny.
8. Hunting leaves will be approved based on seniority and classification if there are more requests than allotted.

APPENDIX D

SAFETY

Any employee who becomes aware of an unsafe condition within the school system shall report said condition, in writing, to the supervisor of the building and their steward.

APPENDIX E

BOARD-PAID RETIREMENT

The Employer agrees to continue to pay the employer contribution percentage as mandated by the Office of Retirement Services to the non-contributory plan of the Michigan Public School Employees Retirement System.

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

IMLAY CITY COMMUNITY SCHOOL DISTRICT

By Sharon J. Munn
Its Board of Education, President

**LOCAL UNION NO 1421, UNIT B, AFFILIATED
WITH THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

By Gregory E. Eberhart
Its Chapter Chair

**COUNCIL 25 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

By Tom H. [Signature]
Its STAFF REPRESENTATIVE

GUIDELINES
USE OF BUILDINGS
SCHEDULING AND DETERMINATION OF EXTRA HELP

Definitions

1. Regular school programs are those student, parent, and related activities which are scheduled by the principal or other appropriate staff member as part of the building's or another school building's activities.
2. Normal school hours is the school week beginning at 6:00 a.m. on a Monday through 7:00 a.m. on Saturday.
3. All other activities shall include all community education activities, non-school group activities and regular building programs occurring outside normal school hours (weekends, vacation periods.)

Scheduling Activities

1. The building principal shall be responsible for scheduling regular school programs in the building occurring during normal school hours, and regular building programs will generally have priority over any other activities.
2. The principal shall be responsible for reporting major activities (occurring during normal hours and considered regular school activities) which would preclude other uses of the building or particular facilities to the appropriate secretary so such events appear on the district calendar.
3. All other activities scheduled in a building will be processed through the Special Programs Office. All such scheduling will be done on the appropriate form which shall include notification/confirmations to the building principal with an opportunity for the principal to indicate any special concerns/conditions to be considered regarding the scheduling of the activity.

Determination of Needs for Supervisors, Custodial, or Other Services

1. The determination of the need for any special security, custodian, cafeteria or other services for regular school programs occurring during normal school hours shall be made by the principal, subject to any conditions in an employee group contract and the approval of the appropriate service area supervisor. Generally, normal school hours, regular school programs are not expected to entail the need for special services. The actual scheduling of any additional services is to be done by the service area supervisor in order to maintain consistency throughout the district.
2. The determination of the need for special or additional support services for all other activities is to be made by the Director of Special Programs, considering the recommendation of the building principal, contract provisions, and the support service area supervisor. Any need for review of the director's determination should be submitted to the business manager or superintendent.

3. The following shall be considered in determining the need for additional or special support service:
 - a. Type of activity and age of participants;
 - b. Number of participants, audience;
 - c. Experience and responsibility of supervising person or sponsor;
 - d. Whether food or beverages will be served;
 - e. Security status of the building-how much access to other areas is possible, how many entrances may be used or could be used;
 - f. Length of the activity; and
 - g. Specific facilities, equipment to be used.
4. Generally, activities will not be scheduled for groups or persons where there is not reasonable assurance that the group's sponsors or supervisors can appropriately maintain the order of the activity and appropriately use the facility. Custodial help would not be assigned to be present during an activity unless the group specifically requested or the Director of Special Programs determined that custodial assistance on an immediate-availability basis was required.
5. For relatively small groups using very limited facilities in a building, the Director of Special Programs may determine that no special services are necessary to open or close the building. This generally would include athletic team practices.
6. For larger groups using larger areas or special facilities, custodial service will usually be assigned to both open and close the building.
7. As necessary additional custodial help will be assigned to clean up after an activity and to secure the building. In such cases the custodian will be expected to survey the building areas used and report to the activity supervisor any damage or abuse prior to the supervisor leaving. These problems can then be reported to the Director of Special Programs.
8. Whenever, following such an activity, it is discovered that the normal custodial staff is confronted with significant extra work because no extra services had been provided, the situation is to be reported immediately to the building principal and or area supervisor who will visit the site to determine if additional help is needed.
9. The Director of Operations may, in conjunction with the Director of Special Programs, determine to have a custodian on duty for an extended period during an activity combining the need for necessary district work in the building with the need for custodial services at an activity.
10. The Director of Special Programs shall be responsible for providing users of school facilities with emergency-assistance phone number of appropriate district supervisor.