

2012-2014
Collective Bargaining
Agreement

between

Imlay City Community Schools

and

Local 1421, Unit A
(Cooks, Aides, Bus Drivers)

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

July 1, 2012 to June 30, 2014

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AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 2012, between the **BOARD OF EDUCATION OF THE IMLAY CITY COMMUNITY SCHOOL DISTRICT** (Hereinafter referred to as the "Employer"), and **CHAPTER A, 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 this 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 Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive 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 classifications: Bus Drivers, Cafeteria Personnel, and Aides. 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 powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the laws and the 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, its 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 regulations;
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 distribution thereof, establish standards of operation 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 relocation of new schools, buildings, departments, divisions thereof, and the relocation or closing of offices, departments, 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 organization, 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 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. 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.

4. STEWARDS AND ALTERNATE STEWARDS

a. There shall be three Stewards as follows:

1. One Steward for the Bus Drivers
2. One Steward for the Cafeteria Personnel
3. One Steward for the Aides

There shall be a stewards' meeting once a month with the stewards, chapter chairman and administration. These meetings shall be held the second Tuesday of each month at 1:30 p.m.

- b. When any of the above Stewards are absent from work, an alternate can be appointed by the Chairperson.
- 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 Chairman 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.

5. 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)

- a. If the grievance remains unsettled, it shall be presented by the Chapter Chairman, 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 Chairman's copy. The Superintendent shall give his/her answer within five (5) working days of the receipt of the grievance. Appeals meeting may be called between no more than two members of the Union, and no more 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 Chairman 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. Employer and the case will be decided by the permanent Arbitrator as selected according to the procedures below.
- c. The permanent Arbitrators under this contract shall be Mario Chiesa and Mark Glazer. Any Arbitration cases shall be alternated between these Arbitrators with the first case being assigned Mario Chiesa.
- d. 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 liability 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.

6. 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/her regular rate nor result in an increase in the employee's total remuneration from other employment pursued in place of his/her employment with the Board of Education minus expenses in connection with such employment.

7. 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 hereof, 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. 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/her 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/her regular job without loss of his/her seniority rights and with full back pay less deduction of the earnings for the period in question from employment pursued in place of his/her employment with the Employer, unless Employer and Union agree otherwise or arbitrator decides otherwise.

8. 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 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 purposes of assignment, layoff, recall and vacation preference according to the terms of those provisions addressed elsewhere in this Agreement.

- d. Employees transferring from one classification to another within the bargaining unit shall retain seniority in the former classification for the duration of the trial period. Upon successful completion of the trial period, seniority in the new classification shall accumulate effective the date of the initial transfer into the new classification. Seniority in the previous classification shall then be frozen. For the purpose of computing benefits associated with seniority, seniority shall be defined as the employee's continuous service commencing with the employee's last date of hire.
- e. There shall be no fringe benefits during the probationary period for new hires.

9. SENIORITY LIST

- 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.

10. 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.

11. VACANCIES, ASSIGNMENTS, LAYOFF AND RECALL

The parties agree to establish a subcommittee to negotiate and implement a successor provision to this Article.

- 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. Any change in number of 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 President 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.
 - 1. Vacancies shall be filled at the assignment meeting by the most senior employee from within the Chapter A 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 meet stated qualifications within Chapter A will be awarded the vacancy.
 - 2. 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. Employees working in a new classification or are promoted will have a ten (10) day 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. Employees within a classification, who are without positions because their positions have been eliminated and have not been awarded another position through the bidding procedure for vacancies, shall, in order of seniority, 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 qualifications or did not have enough seniority to be awarded a position shall be placed on layoff. The employees may then exercise their seniority (district-wide) rights and bump less senior employees in other positions, providing they are qualified and capable to perform the work. 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. Employees will remain on the layoff list for 3 years from the layoff date. Employees may remain on the layoff list for additional one-year periods by providing written notice prior to expiration of the appropriate period (e.g. the initial 3 year period or subsequent 1 year period) that they wish to remain on the layoff list.
- f. Notwithstanding their position on the seniority list, the Chapter Chairperson, Vice 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 officers and stewards.
- g. Employer agrees that except for the Head Cooks 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.

12. 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/she shall have accumulated seniority while working in the position to which he/she 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.

13. 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.

14. LEAVE OF ABSENCE

- a. Leaves of absence for reasonable periods 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 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.

15. 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 requirements, must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus thirty (30) days.

16. VETERAN LAW

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

17. 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.

18. 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 it 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.

19. 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.

20. 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 or emergency dental treatment of spouse or children. It may also be used for the employee's parents, if dependent on the employee. 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 examinations 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 this Agreement shall accumulate one (1) sick leave day per month or part thereof actually worked, not to exceed twelve (12) days per year. Bus

drivers shall receive a maximum of seven (7) sick days per year at the same accrual rate. 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. Any elective surgery shall be scheduled to take place during non-working periods such that the employee, to the extent it is possible, will be recuperated and ready to return to work when school resumes after the break.

- b. Personal Business Days – Each employee covered by this Agreement, except bus drivers, 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. Bus drivers shall receive one (1) personal business day during each school year with pay. Personal business leave shall not be used immediately before or following a vacation or holiday period except upon approval by the superintendent. 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 numbers 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 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 vacations.

21. 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 year, 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. The Chapter Chairman 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.

22. 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 two (2) hours work regardless of the time actually worked.
- 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. Bus driver breaks are incorporated as part of regular bus run schedules. Employees working in multiple classifications with consecutive hours of employment shall be entitled to the above break schedule.
- 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. Weather and road conditions shall be taken into consideration concerning when school is closed due to severe weather. 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 will not send students or playground aides out for recess when it is raining.
- g. The Employer agrees to pay the employee the current IRS rate per mile for use of personal car when used for approved school business.

- h. Employees who have had hours reduced or work less than forty (40) hours per week, 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 inequity or bypassed hours are made up.
- i. All employees employed for the school year will be paid for days worked with a minimum guarantee of instructional days (as mandated by the Michigan Department of Education) of employment in addition to holidays and vacation.

23. TIME AND A HALF AND DOUBLE TIME

Time and a half will be paid as follows:

- a. For hours over forty (40) hours in any one week
- b. For Saturday and Sunday

For this paragraph, 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.

24. HOLIDAYS

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

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
An Additional Holiday	Memorial Day
During Christmas Break	
Day Before Christmas	

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

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Day After Thanksgiving	Good Friday
An Additional Holiday	Memorial Day
During Christmas Break	
Day Before Christmas	

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

25. 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 elections;
- c. Notices of results of elections;
- d. Notices of meetings;
- e. Notices for postings of jobs.

26. 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.

27. 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 may be required. The Employer shall consult with a

committee of union members (one employee for each uniform classification) prior to designation of the uniform and place of purchase. If district provided uniforms are damaged during the course of assignment the items will be replaced.

Cooks	District Provided (5 shirts, 5 Aprons)
Bus Drivers	A District Provided Jacket Every Other Year
Aides (Playground Only)	\$60.00 Winter Weather Protection
	Payable Every Other Year Upon Receipt

28. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

29. 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 listing showing overtime hours will be posted weekly in a prominent place in each building by the Union.
 1. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.
 2. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that period.
 3. Bus drivers will be given two working days notice on all outside trips. If the Employer fails to give the two day notice and the employee refuses the extra trip, the employee will not be charged for that trip.
 4. Should the above method prove to be unsatisfactory, the parties agree to meet 90 days from the effective date of this Agreement and work out a solution.
 5. 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. Equalization of overtime for cooks shall be on a district basis.

- c. Any employee may be bypassed in this assignment of extra hours or trips when there is another employee available to do the work without receiving overtime rates.

30. UNION CONFERENCES

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

31. 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 Meetings
- Appendix F Emergency Financial Manager

32. DURATION

This agreement shall be effective as of the date of execution and shall continue in full force and effect until June 30, 2014, at which time it shall terminate. At any time subsequent to February 1, 2014, 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 deliver of such written notification.

33. TEMPORARY EMPLOYEES

This provision shall not impair the Board's rights under 1994 PA 112. 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 regular full-time employees. In no case shall the period of employment exceed ninety (90) days during one calendar year unless mutually agreed upon, except for student co-op help.

34. EQUALIZATION OF BUS RUNS

The administration will design bus driver positions, each composed of one to four runs. The selection of runs in a position shall be designed to:

- a. Most efficiently meet the transportation program of the district,

- b. Allow flexibility in routing to accommodate changes in student residences,
- c. Equalize run times as much as possible.

Prior to any major change in a run or runs after the school year begins, the drivers affected will be consulted and allowed two (2) days to propose alternatives to be considered by the administration.

The Director of Transportation shall consult with the union designated bus driver representative on the equalization of bus routes.

35. VAN GUIDELINES

The following guidelines will be followed regarding the use of the school van for the transportation of students:

- a. The school van may be used to transport students to athletic or school-related activities by an appropriately licensed driver when there are ten (10) or fewer students involved in this activity.
- b. Any time there are more than ten (10) students that need to be transported, a school bus driver will be used.

This provision will remain in force through the duration of the current contract.

APPENDIX A

CLASSIFICATION AND RATES

Wages

2012-2013 (-.99%)

Head Cook	\$14.20
Assistant Cook	\$11.68
Instructional Aide	\$12.03
Building Aide	\$9.67
Bus Driver (per run)	\$21.73
Bus Driver (outside trips per hour)	\$14.35

Wage Rates

- a. 2012-2013 school year: The parties agree to a 3% across the board wage reduction provided that the Board agrees to cut proportionately and retroactively (up to a maximum of 3%) if District paid state retirement rate decreases.

Since wages for unit "B" became effective on August 27, 2012, and the Board's intent is to maintain parity in wage concessions among bargaining units, to the extent possible, each employee will be required to pay back to the school district a proportionate sum equivalent to the difference that the employee received after August 27, 2012, up to the ratification date of this agreement, less the amount that they would have received had this agreement been in effect on August 27, 2012, up to the ratification date.

Said amount may be recouped through payroll deduction over the course of the 2012-2013 school year.

- b. 2013-2014 school year: wage reopener.

Bus Rates

1. For retirement purposes a bus run is computed at 90 minutes.
2. A bus run is a regular trip to bring children to school, including vocational school, or to take them home.
3. Except for emergencies, regular outside trips will be divided among full time bus drivers with at least 90-work days seniority, excluding the mechanics and supervisor.

4. Outside trips \$.15 per mile or the above listed hourly rate, whichever is greater.
5. District shall reimburse employee for CDL renewal.

APPENDIX B

HOSPITALIZATION INSURANCE

For the 2012-2013 school year, employees will continue to pay 8% of the health insurance premiums commencing at 12:00 midnight on June 30, 2012, as that amount was established by the predecessor agreement.

For the 2013-2014 school year, an insurance reopener is in effect.

Bus drivers will receive single employee subscriber health care coverage up to the statutory cap with the option of purchasing additional coverage for spouses and children.

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.

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

- Employees working six (6) to eight (8) hours, school year – Payment up to the statutory cap.
- Four trips qualify bus drivers for payment at the single subscriber rate up to the statutory cap.

This benefit will be paid only for those employees who are principal subscribers under one of the Imlay City Board of Education health insurance plans. The Board shall provide a health insurance plan, the coverage of which shall be substantially equal to HealthPlus PPO (Preferred Provider Organizations) HDHP (High Deductible health Plan) 2F HAS (Health Savings Account), with a \$2,000/\$4,000 Deductible and a \$0/\$0 Rx (After Deductible). Additionally, the Board shall provide a second health insurance option, the coverage of which shall be substantially equal to HealthPlus HMO (Health Maintenance Organizations) HDHP (High Deductible Health Plan) 17YBXG HRA (Health Reimbursement Arrangements), with a \$1,500/\$3,000 Deductible and a 10% Coinsurance, \$15 OV, and \$10/\$20 Rx. 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 percent orthodontic and a 50 percent denture plan. The first year coverage is 70 percent, increasing to 100 percent 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. Any failure to so notify the Board shall make the employee liable for any overpayment of premiums attributable thereto.

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 of pay 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. Employees shall have the option to use current year sick days during unpaid holiday time. Employees must decide within two (2) 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 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 School 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. 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>Amount</u>
5-7	\$375
8-11	\$400
12-15	\$425
16 plus	\$450

ANNUITY IN LIEU OF HEALTH

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 the IRS guidelines.

2012-2014..... \$150.00 Per Month

This provision does not apply to bus drivers.

APPENDIX C

HUNTING LEAVE

The following restrictions are to be adhered to concerning leave of absence for the purposes 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.
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 Union will notify the administration in advance as to the employees who will have sanctioned hunting leave and for what time period.
6. Disciplinary action will be taken against those who are absent without sanctioned hunting leave as submitted by the Union.
7. Sick leave requests and personal business leave requests for this period are subject to severe scrutiny.

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

MEETINGS

Any employee who is required to attend school business related meetings will be paid their hourly rate (Hourly rate for drivers is the outside trip rate).

APPENDIX F

EMERGENCY FINANCIAL MANAGER

An emergency financial manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

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. Quinn

Its Board of Education President

**CHAPTER A, LOCAL UNION NO. 1421, AFFILIATED
WITH THE INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

By Nelly Ward

Its President

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

By Tom Hylton

Its Council #25 STAFF REP.

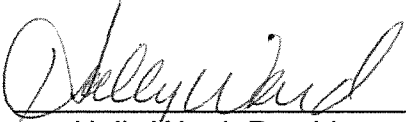
LETTER OF UNDERSTANDING

UNION DUES

The undersigned hereby enter into this Letter of Understanding for the purpose of clarifying Public Act 53 of 2012 (Enrolled House Bill 4929). It is agreed as follows:

1. On March 16, 2012, Public Act 53 of 2012 (hereinafter "Act") was enacted into law and provides in part that '[a] public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization.'
2. During these collective bargaining negotiations and on June 11, 2012, the United States District Court for the Eastern District of Michigan issued an order in the matter of *Bailey et al v Callaghan et al*, case no 12-cv-11504, enjoining defendant Michigan Employment Relations Commission from enforcing the Act's prohibition on payroll deduction of school employees' union dues and service fees pending resolution of that matter on the merits.
3. The parties hereto have agreed that Imlay City Community Schools Board of Education will continue to make payroll deduction of union dues and service fees unless and until such action becomes illegal by operation of law or court order. It is the intent of both parties hereto to comply with Michigan law.

FOR THE UNION:

By: 
Holly Ward, President

FOR THE BOARD:

By: 
Sharon J. Muir, President