

CONTRACT EXTENSION AGREEMENT

between

**MASON-LAKE INTERMEDIATE S/D
and
MASON-LAKE INTERMEDIATE S/D EMPLOYEES
CHAPTER OF LOCAL 2389**

**affiliated with
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO**

**Extension of July 1, 2006 – June 30, 2009 Agreement
to include July 1, 2009 – June 30, 2012**

AGREEMENT

The current Contractual Agreement, entered into on July 11, 2006, between Mason-Lake Intermediate S/D and Mason-Lake Intermediate S/D Employees Chapter Of Local 2389, affiliated with Michigan Council #25, AFSCME, AFL-CIO effective July 1, 2006 thru June 30, 2009 is hereby extended three (3) years to include July 1, 2009 thru June 30, 2012.

The current Contractual Agreement effective July 1, 2006 thru June 30, 2009 remains in effect, in it's entirety, for the extended period July 1, 2009 thru June 30, 2012, notwithstanding Article 18, Job Posting and Bidding Procedure; Article 19, Temporary Assignment; Article 23, Working Hours; Article 43, Classification and Rates; and Article 47, Termination and Modification.

ARTICLE 18

JOB POSTING AND BIDDING PROCEDURE

- A)** At least one (1) week prior to the start of each academic school year, a meeting, called by Administration, will be held for employees within their classification to bid by seniority (most senior first) on an assignment as posted by Administration. Attendance at the bidding meeting is required; however, exception may be made if proper notice is given. Employees in attendance at the bidding meeting will receive compensation at their current rate for not more than three (3) hours. There shall not be a trial or training period once an employee has selected a posted assignment. Thereafter, no employee shall have the right to bid within the same classification unless it is an increase of hours per day, rate of pay, or work year. The CTE Para-Professional (Instructional Aide) classification shall be excluded from the annual bid process and the right to bid within classification. For those employees in the classification of Bus Driver, Health & Safety Bus Aide and General Bus Aide an increase or decrease of three (3) or more hours per week as assigned in accordance with (A) above constitutes a change significant enough to allow the Bus Driver, Health & Safety Bus Aide and General Bus Aide to exercise their seniority rights within their classification for a change in assignment.

B) All permanent vacancies and newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All job vacancies and/or newly-created positions will be posted for a period of seven (7) calendar days, setting forth the position, the location, and the minimum requirements for the position in a conspicuous place in each building within ten (10) calendar days from the date the vacancy and/or newly created position exists. Employees interested in applying for the position shall make application as per posting within the seven (7) calendar days' period. The senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

- 1) His desire to remain on the job;
- 2) His ability to perform the job;

The position vacated through compliance with this Section shall not be construed to be a newly-created position or vacancy, shall not be subject to the posting requirements as herein provided, and thereafter shall be filled from the recall list if applicable.

C) In the event the senior applicant(s) is denied the position, reasons for the denial shall be given in writing to the employee(s). In the event the senior applicant(s) disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

D) The Employer shall provide the Union's Chapter Chairperson with a copy of each job posting, a copy of the applications for the position, and to whom the position was awarded.

- E)** All vacancies and/or newly created positions shall be awarded or denied within ten (10) calendar days from the end of the posting period.
- F)** During the four week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the second step of the Grievance Procedure.
- G)** During the trial period, the employee will receive the rate of pay of the job they are performing.
- H)** In the event a problem arises with an employee which cannot be resolved with discussions between the parties, a conference shall be held between the affected employee(s), the teacher, if involved, the Administrative Supervisor, and the Union in an attempt to resolve the problem. If the problem remains unresolved, the Administrative Supervisor may transfer the employee(s) to another position within the classification provided there is no loss or change in hours, pay or work year. If the Union feels the transfer is unjust, it may submit a grievance to the final step of the grievance procedure.
- I)** All summer programs shall be offered by seniority within classification first, and thereafter shall be offered bargaining unit wide to those employees who meet the requirements for the assignment and are willing and able to perform such work. The awarding and acceptance of a summer position shall not result in the gain or loss of a classification.

ARTICLE 19

TEMPORARY ASSIGNMENT

- A)** Temporary assignments within a classification which result in an increase of hours for the purpose of filling vacancies of employees who are on an “extended absence”, will be granted to the senior employee in the classification who meets the requirements for the assignment and is willing and able to perform such work. “Extended absence” shall be defined as an absence in excess of twenty (20) consecutive working days as supported by relevant documentation. The temporary assignment shall commence on the first day of said absence, if possible, otherwise at the earliest date feasible.
- B)** Temporary assignments not filled from within classifications 6 through 10 as set forth in Article 23 (A), Working Hours, and which result in an increase of hours for the purpose of filling vacancies of employees who are on an extended absence as defined in (A) above, shall be offered to employees outside the classification where the vacancy occurs and will be granted to the senior employee who meets the requirements for the assignment and is willing and able to perform such work.
- C)** The position vacated through compliance with (A) or (B) above shall not constitute a subsequent vacancy causing a domino effect, and may be assigned to a person outside the bargaining unit (substitute, on call only).
- D)** Temporary assignments shall not exceed ninety (90) consecutive working days. Temporary assignments which exceed ninety (90) consecutive working days shall constitute a permanent vacancy and shall be posted and, thereafter, filled as set forth in Article 18, Job Posting and Bidding Procedure.

- E)** The awarding and acceptance of a temporary assignment shall not result in the gain or loss of a classification.
- F)** Employees granted a temporary assignment in accordance with the provisions herein shall receive their current rate of pay, and shall work the regularly scheduled days and hours of the temporary assignment. Sick leave requested in accordance with Article 30, Sick Leave, while working in the temporary assignment, shall be paid at the employee's current rate of pay based on the regularly scheduled hours of the assignment. Vacation days, bonus days and holidays shall be paid at the employee's current rate of pay based on the regularly scheduled hours of their regular bid assignment.
- G)** The CTE Para-Professional (Instructional Aide) classification shall not be subject to the provisions of Article 19, Temporary Assignment.

ARTICLE 23

WORKING HOURS

A) The normal work day shall be as follows:

- | | | | |
|----|---|---|---|
| 1. | Bookkeeper/Payroll Clerk | - | Seven (7) or more consecutive hours per day. |
| 2. | Secretary | - | Seven (7) or more consecutive hours per day. |
| 3. | Receptionist/Clerk/Typist | - | Six (6) or more consecutive hours per day. |
| 4. | Physical Therapy Assistant | - | Six (6) or more consecutive hours per day. |
| 5. | Custodial/Maintenance | - | Six (6) or more consecutive hours per day |
| 6. | Para-Professionals/
Health Care Aides | - | Not less than the
program instructor's
normal work day |
| 7. | Custodians | - | Six (6) or more consecutive
hours per day. |
| 8. | Bus Drivers | - | A.M. pick-up and P.M. take-home
runs shall pay a minimum of one
and one-half (1-1/2) hours per
route.
Mid-day runs shall pay a
minimum of one (1) hour per
route. |
| 9. | Health & Safety Bus Aides/
General Bus Aides | - | A.M. pick-up and P.M. take-home
runs shall pay a minimum of one
and one-half (1-1/2) hours per
route.
Mid-day runs shall pay a
minimum of one (1) hour per
route. |

- | | | | |
|-----|---|---|--|
| 10. | Media Courier | - | Six (6) or more consecutive hours per day. |
| 11. | Career and Technical (CTE)
Para-Professionals
(Instructional Aides) | - | Normal work day determined by Administration |

The District can employ individuals less than the hours prescribed above, by a written Letter of Agreement, to best serve the operational needs of the District. Start and end times of the work day shall be determined by Administration.

The normal work day for posted part-time positions shall be not less than one-half (1/2) of the normal work day hours within each classification.

- B)** Each employee shall be allowed one (1) hour off for lunch each day, not included as part of the regular workday, except for employees with assigned lunch room duties which shall be considered as a part of their regular work day, and the Custodian as set forth in (G) of this Article, and the Receptionist/Clerk/Typist as set forth in (I) of this Article.
- C)** Each employee scheduled to work six and one-half (6 1/2) hours or more per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed two (2) rest-breaks as a part of the regular work day not to exceed fifteen (15) minutes each. Employees scheduled to work less than six and one-half (6 1/2) hours per day, with the exception of Bus Drivers and Health & Safety Bus Aides/General Bus Aides, shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Bus Drivers and Health & Safety Bus Aides/General Bus Aides working five and one-half (5 1/2) hours or more per day shall be allowed two (2) rest-breaks as a part of

the regular work day not to exceed fifteen (15) minutes each. Bus Drivers and Health & Safety Bus Aides/General Bus Aides working less than five and one-half (5 ½) hours per day shall be allowed one (1) rest-break as a part of the regular work day not to exceed fifteen (15) minutes. Rest-breaks may be scheduled by Administration.

- D)** The work year for employees other than twelve (12) month employees, the Receptionist/Clerk/Typist, the Physical Therapy Assistant, the Custodian, the Media Courier and the CTE Para-Professionals (Instructional Aides) shall be a minimum of one (1) day before the first day of student instruction, plus the number of student days of instruction, plus one (1) day after the last day of student instruction as determined by Administration.

The Receptionist/Clerk/Typist's, the Physical Therapy Assistant's, the Custodian's, the Media Courier's and the CTE Para-Professionals (Instructional Aides) work year shall be determined by Administration.

- E)** The work week for all employees shall be Monday through Friday unless otherwise mutually agreed.
- F)** Employees shall be paid to the one-quarter (1/4) hour.
- G)** The custodian shall have a one-half (1/2) hour lunch break included as part of the normal work day and cannot leave the premises during said lunch period.
- H)** The Media Courier's and Physical Therapy Assistant's lunch and rest-breaks shall be scheduled during times of the day as the schedule of work permits.
- I)** The Receptionist/Clerk/Typist shall have a one-half (1/2) hour lunch break not included as part of the normal work day.

- J)** Twelve (12) month employees are defined as those employees in the classification of Bookkeeper/Payroll Clerk, Secretary, and Custodial/Maintenance.
- K)** The hours of work per day for employees in the classification of Bus Drivers and Health & Safety Bus Aides/General Bus Aides shall be determined by route(s) as established by the Transportation Supervisor. A route shall be a run or series of runs as determined by the Employer.
- For purposes of early dismissals and/or delayed starts due to weather and/or school calendar adjustments, scheduled route times may be adjusted and/or routes may be combined and/or routes may be eliminated, at the discretion of the Employer, based on student location needs and/or safety concerns. For purposes of early dismissals and/or delayed starts due to weather, seniority within the classification will be considered for such adjustments, when feasible.
- L)** Extra-duty assignments within the classification of Bus Drivers shall be scheduled, on the basis of seniority, at the discretion of the Employer.
- M)** Building Security
- 1) Building Security assignments shall be offered to all employees by seniority on a weekly rotation basis.
 - 2) The work year and working hours for Building Security assignments shall be determined by Administration.

- 3) In the event all scheduled evening community meetings are cancelled, bargaining unit members notified prior to 4:00 p.m. on the day of the scheduled meeting shall not report nor receive pay for the cancelled assignment.
- 4) Bargaining unit members assigned the building security responsibilities under this Agreement will receive a minimum of two (2) hours pay per day per scheduled assignment.
- 5) The building security assignment under this agreement shall be subject to and in accordance with Article 30, Sick Leave.

N) Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of fueling their assigned bus. Bus Drivers shall be paid one-quarter (1/4) hour per regularly scheduled day as bid for the purpose of washing/cleaning their assigned bus.

In the event the Transportation Supervisor determines that a Bus Driver does not regularly fuel his assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned. In the event the Transportation Supervisor determines that a Bus Driver does not regularly wash/clean his assigned bus, the additional one-quarter (1/4) hour per regularly scheduled day as bid shall be reassigned.

ARTICLE 43

CLASSIFICATION AND RATES

The following rates of pay per hour shall be paid for each classification in accordance with the seniority from the date of last hire with the Employer pursuant to Article 12, (C):

CLASSIFICATIONS:

1. Bookkeeper/Payroll Clerk
2. Secretary
3. Receptionist/Clerk/Typist
4. Physical Therapy Assistant
5. Custodial/Maintenance
6. Para-Professionals/Health Care Aides
7. Custodians
8. Bus Drivers
9. Health & Safety Bus Aides/General Bus Aides
10. Media Courier
11. Career and Technical (CTE) Para-Professionals (Instructional Aides)

EMPLOYEES HIRED PRIOR TO AUGUST 1, 1995

% INCREASE ON BASE							
	PERCENTAGE INDEX	BASE	1.01	1.02	1.03	1.04	1.05
	YEARS BASED ON HIRE DATE	1-5	6-10	11-15	16-20	21-25	26+
Base	2008-2009	19.27					
2.50%	2009-2010	19.75	19.95	20.15	20.34	20.54	20.74
2.50%	2010-2011	20.24	20.44	20.64	20.85	21.05	21.25
2.50%	2011-2012	20.75	20.96	21.17	21.37	21.58	21.79

EMPLOYEES HIRED AFTER AUGUST 1, 1995

% INCREASE ON BASE		BASE			
	Years Based Hire Date	1-5	6-10	11-15	16-20
Base	2008-2009	14.27			
3.36%	2009-2010	14.75	14.95	16.15	16.34
3.32%	2010-2011	15.24	15.44	16.64	16.85
3.35%	2011-2012	15.75	15.96	17.17	17.37

BUILDING SECURITY WAGE SCALE – All Classifications

% INCREASE ON BASE							
	PERCENTAGE INDEX	Base	1.01	1.02	1.03	1.04	1.05
	YEARS BASED ON HIRE DATE	1-5	6-10	11-15	16-20	21-25	26+
Base	2008-2009	9.66					
2.50%	2009-2010	9.90	10.00	10.10	10.20	10.30	10.40
2.50%	2010-2011	10.15	10.25	10.35	10.45	10.56	10.66
2.50%	2011-2012	10.40	10.50	10.61	10.71	10.82	10.92

NEW HIRE WAGE SCALE

(Excludes Physical Therapy Assistant and CTE Para-Professional (Instructional Aide) classifications)

	START	6 MONTHS	1 YEAR
2009-2010	13.75	14.25	14.75
2010-2011	14.24	14.74	15.24
2011-2012	14.75	15.25	15.75

PHYSICAL THERAPY ASSISTANT

The Physical Therapy Assistant classification hourly rate of pay shall be in accordance with Article 43, Classification and Rates, Employees Hired Prior to August 1, 1995 schedule.

NEW HIRE WAGE SCALE - Physical Therapy Assistant

	START	6 MONTHS	1 YEAR
2009-2010	18.75	19.25	19.75
2010-2011	19.24	19.74	20.24
2011-2012	19.75	20.25	20.75

CTE PARA-PROFESSIONALS (INSTRUCTIONAL AIDES)

The hourly rate of pay for New Hires within the classification of CTE Para-Professionals (Instructional Aides) shall be determined by Administration based on position qualifications and shall not be less than the Substitute Support Staff hourly rate of pay as annually established by the Employer.

The 2009-2010 hourly rate of pay for CTE Para-Professionals (Instructional Aides) hired prior to July 1, 2009 shall be the individuals 2008-2009 position hourly rate of pay plus 3.36%.

The 2010-2011 hourly rate of pay for CTE Para-Professionals (Instructional Aides) hired prior to July 1, 2010 shall be the individuals 2009-2010 position hourly rate of pay plus 3.32%.

The 2011-2012 hourly rate of pay for CTE Para-Professionals (Instructional Aides) hired prior to July 1, 2011 shall be the individuals 2010-2011 position hourly rate of pay plus 3.35%.

ARTICLE 47

TERMINATION AND MODIFICATION

- A)** This Contract Extension Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2012. The parties shall enter into negotiations on or about sixty (60) days prior to the expiration date.
- B)** If the total revenues of the Mason-Lake Intermediate School District are reduced by ten percent (10%) or more than received in the 2008-2009 school fiscal year, the Employer may re-open negotiations on wages effective in the second year of the Agreement by serving written notice upon the Union. In the event that such notice is served, the parties shall forthwith commence negotiations concerning wages to become effective July 1, 2010, for the second year of this Agreement as set forth by Article 43. The same conditions shall apply to the third year of this Agreement (July 1, 2011). Notification of negotiations will be given by certified mail no later than July 1st for the subsequent years of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this ____ day of _____, 2008.

FOR THE UNION:

Mary Ann Pieske
Chapter Chairperson

Robert McClure
Chapter Steward

FOR THE EMPLOYER:

Sandra Rybicki
Board President

James Dittmer, Chairperson
AFSCME Committee

Jeanne Oakes
Intermediate Superintendent

Cindy L. Gleason
Human Resources Director