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MASTER AGREEMENT BETWEEN
ALMA PUBLIC SCHOOLS AND
O.C.A.W.I.U. & ITS LOCAL 7-540

JULY 1, 1998 - JUNE 30, 2001

Alma Public Schools

Ratified by O.C.A.W.I.U.: July 16, 1998

Ratified by Alma Board of Education: August 10, 1998

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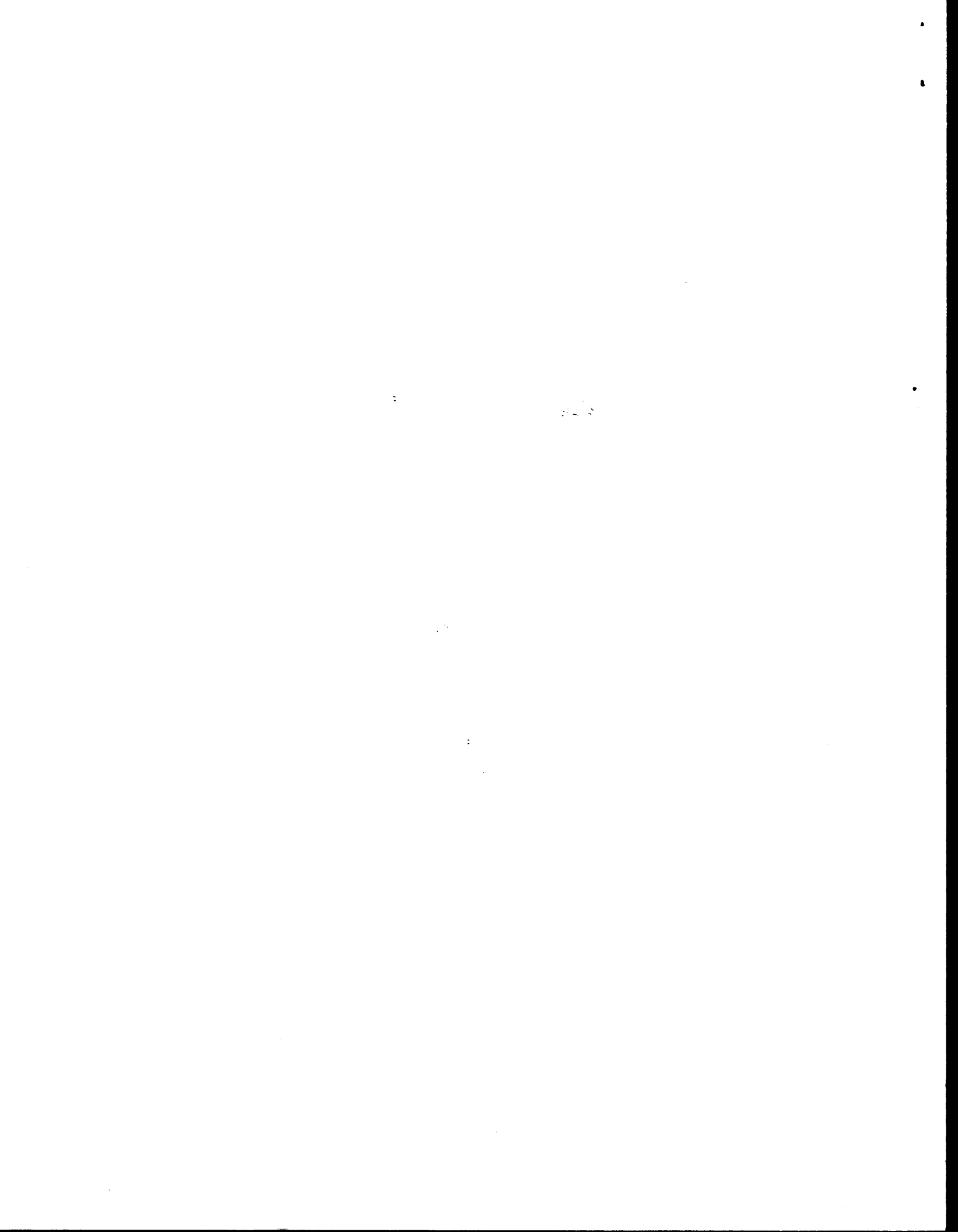
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ARTICLE 1 - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board hereby recognizes the Union as the sole and exclusive bargaining representative for all non-teaching employees employed or to be employed by the Alma Public School District, excluding office-clerical employees, teacher aides, school nurses, athletic trainers, community education personnel, security personnel, and supervisors, and all other employees in accordance with the certification R81-B-74 as issued by MERC on May 11, 1981.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above. The term "board" as used in this Agreement shall mean the Alma Board of Education. The term "union" as used in this Agreement shall mean the Oil, Chemical and Atomic Workers International Union and its Local 7-540. The term "school district" and/or "Alma Public Schools" as used in this Agreement shall mean the Alma Public Schools, Alma, Michigan.
- C. Those "employees" as defined above shall include the following:
1. Regular school-year employees are those employees regularly scheduled to work twenty (20) hours or more, per week during the student school year.
 2. Regular part-time employees are those employees regularly scheduled to work less than twenty (20) hours per week.
 3. Regular full-year employees are those employees regularly scheduled to work 20 hours or more per week, fifty-two (52) weeks per year.
 4. Temporary part-time employees are those custodial employees (generally high school or college students) who individually work four (4) or fewer hours per day and whose term of employment with the school district shall not exceed three (3) years. This group shall not include student help provided to the district through special grants and programs (not general fund), nor dual department custodial employees.

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ARTICLE 2 - GRIEVANCE PROCEDURE

- A. A grievance may be filed by an employee for any alleged violation of this contract and shall be presented and adjusted in accordance with the following procedures.
- B. A grievance must be presented by the aggrieved employee through the employee's department steward to the employee's immediate supervisor within five (5) work days after the alleged violation occurred or five (5) work days from the time the grievant first learned or should have learned of the alleged violation in order to be a proper matter for the grievance procedure.
- C. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the employee or by agreement of the parties, a written record shall be made of the claimed violation and its resolution, and the Union and the Board shall each have a copy of said record including the date of this alleged violation and the date of disposition. The immediate supervisor would have five (5) work days in which to respond.
- D. In the event the matter is not resolved informally, the grievance shall be submitted in writing to the immediate supervisor within ten (10) work days following the supervisor's informal response. Such written grievance shall be on a form to be agreed upon by the Union and the Board and it shall contain, among other items, the following:
 - 1. The name of the grievant, his department, his immediate supervisor and signature of the grievant or grievants.
 - 2. Synopsis of the facts giving rise to the alleged violation.
 - 3. The section or subsections of this Agreement alleged to have been violated.
 - 4. The date of alleged violation.
 - 5. The relief requested.
- E. Within five (5) work days after receiving the grievance, the immediate supervisor shall state the decision in writing, together with supporting

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reasons, and shall furnish one copy to the grievant and a copy to the Union.

- F. Should the decision of the immediate supervisor be unsatisfactory to the aggrieved employee, or the Union steward acting in his behalf, such grievant shall, within five (5) work days of the decision of the immediate supervisor, notify the superintendent of the Union's desire to meet and discuss the grievance. Such meeting shall be held within ten (10) work days of receipt of such notice. At such meeting, the superintendent and/or his representative, the Union committee and/or the representative of the Union, shall discuss the grievance. The decision of the superintendent shall be given in writing within five (5) work days after the meeting.
- G. In the event that an adjustment or disposition of the grievance satisfactory to the employee and/or the Union is not obtained under the above procedures, the Union shall, within thirty (30) calendar days after rendition of the superintendent's decision, appeal the same by serving written notice thereof upon the superintendent. The Board and the Union shall, within five (5) calendar days thereafter, select an arbitrator or, in the event they cannot agree upon such person, they shall then apply to the Director of Federal Mediation and Conciliation Service to furnish a list of a panel of seven (7) impartial arbitrators from which the representative from the Alma Public Schools and the representative of the Union shall select through a striking process an arbitrator to hear the case. Striking Process from the list of seven (7) arbitrators, the representatives of Alma Public Schools and OCAWIU shall alternately strike the name of an arbitrator until one is left. The arbitrator left shall hear the case. The OCAWIU representative shall strike first.
1. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Board.
 2. The arbitrator shall make a judgment based upon the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement.
 3. The expenses of the arbitrator shall be shared equally between the Board and the Union.

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- H. In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose.
- I. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Union representation by the steward or his/her designee.
- J. Time Limits: The failure of an grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the immediate supervisor or the superintendent to communicate its response within the specified time limits shall permit the grievant to proceed to the next step in the Grievance Procedure.
- K. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

ARTICLE 3 - BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights, powers and authority which ordinarily vest in and have been or will be exercised by the Board of Education shall continue to vest exclusively in and be exercised exclusively by the Board and its agents. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the school's business.
 - 2. Continue its rights of assignment and direction of work of all its personnel.
 - 3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer and lay off employees, and determine the size of the work force.

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4. Determine services, supplies and equipment necessary.
 5. Adopt rules and policies and regulations.
 6. Determine qualifications of employees.
 7. Determine the number and locations or re-location of its facilities.
 8. Determine the financial policies, including all accounting procedure, and all matters pertaining to public relations.
 9. Determine the size of the management organization, its function and authority.
- B. The exercise of the foregoing rights shall be limited only by the specific and express terms of the Agreement and then only to the extent such terms hereof are in accordance with the Laws and Constitution of the State of Michigan and the Law and Constitution of the United States.

ARTICLE 4 - UNION RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will neither directly nor indirectly discourage, coerce, or deprive any employee of the enjoyment of any rights conferred by Act 379 or other laws of Michigan or by the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership or nonmembership in the Union, participation in any activities of the Union or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or any written Board policy.
- B. The Union and its members shall have the right to use school building facilities consistent with established procedures, as long as the hours requested by the Union to the superintendent or his designee do not conflict with a previously scheduled use. The Union agrees to pay for replacement of any school property which can be shown to have been

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damaged or destroyed by its members through its use, above and beyond what can be considered normal "wear and tear".

- C. Other areas of communications such as use of school phones or delivery service, may be utilized, if available, by the Union in accordance with established procedures, and if such use does not conflict with school use or add additional expense to the district.
- D. The Board will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
 - 1. Notices of recreational and social events.
 - 2. Notices of elections.
 - 3. Notices of results of elections.
 - 4. Notices of meetings.

The Union shall be responsible for the maintenance and care thereof.

- E. The Board agrees to make available to the Union upon request, copies of such reports that it may have concerning the financial resources of the districts in accordance with the Freedom of Information Act.
- F. Duplication services will be made available through trained school personnel on an actual-cost basis.
- G. Union leaves of absence shall be granted for the purpose of attending Union functions. Such days shall be scheduled by the Union president at least five (5) work days in advance, unless in cases of emergency. The Union agrees to reimburse the Board of Education general fund for the cost of the substitutes.
- H. Duly authorized representatives of the Union and their representative affiliate shall be allowed to transmit Union business on school property as delineated by this Agreement. Notice will be given in advance in order to insure the continuity of operations.
- I. The Union shall have access to the Board of Education in accordance with established Board procedures for public involvement in board meetings.
- J. At the request of the Union, second and/or third shift employees shall be released to attend Union meetings. Any affected employees shall

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arrange with their immediate supervisor a modification in the affected daily schedule so that no loss shall occur in number of hours assigned.

ARTICLE 5 - AGENCY SHOP

- A. Membership in the Union is not compulsory. However, all employees, as a condition of continued employment, shall, within thirty-one (31) days following the later of: the effective date of this Agreement, his or her hiring date, or from the date of completion of the probationary period; pay to the Union as exclusive bargaining agent an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues.
- B. Alma Public Schools, where so authorized and directed by an employee in writing upon an authorization form, will deduct on the first payday of each month an agency fee or the membership dues of the Union which include: regular monthly dues, initiation fees in amounts designated by the Union. The exception to this will be as follows: Union dues will be taken out in June and September on second pay only.
- C. An employee desiring to pay dues or fees by check off shall authorize same by filing with the payroll office a check off form as set forth in Appendix D.
- D. When initiated by the Union, it agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, unemployment benefits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this article.

ARTICLE 6 - EMPLOYEE RIGHTS

- A. The Board will reimburse an employee for any loss, damage or destruction of personal effects (including clothing) that results from assault upon the employee while acting within the scope of their duties, provided the employee has not acted negligently. In case of other losses the Board will cooperate whenever possible with authorities in an effort to aid employees in the recovery of losses while the employee is acting within the scope of their duties without negligence.

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- B. The provisions of this Agreement and the wages, hours, and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

ARTICLE 7 DISCIPLINE

- A. Any disciplinary action taken against an employee shall be with just and proper cause. Alleged breaches of discipline shall be reported promptly to the employee(s) involved and the following forms of corrective discipline may be implemented sequentially depending on the severity and number of occurrences or misconduct:
1. Oral warning
 2. Written reprimand
 3. Conference with the superintendent
 4. Suspension with pay
 5. Suspension without pay
 6. Demotion and/or
 7. Discharge
- B. As soon as possible after disciplinary action has taken place, an employee shall be informed in writing of the disciplinary action.
- C. An employee shall be entitled, at the employee's request, to have present a representative of the Union when being reprimanded, disciplined, reduced in rank or compensation.
- D. In imposing any discipline on a current charge, the Board shall not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire, except for falsification pertaining to felonies, drug addiction, physical limitations, previous injuries or illnesses.
- E. If an employee is absent for three (3) consecutive working days without notifying their immediate supervisor, the Board shall send written notification to the employee at his last-known address that his employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

ARTICLE 8 - SENIORITY

- A. In November and May of each year the Board shall post on bulletin boards the complete seniority list of those employees covered by the bargaining unit. The list shall show the classification, employee name, length of continuous service with the Alma Public Schools and length of service in present classification.
- B. Seniority shall be measured from the last date of hire. That date shall become the seniority date for each employee. In a case where two or more employees start to work on the same day, the date of application for employment shall establish priority of position on seniority list.
- C. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment with an additional thirty (30) days if requested by the Board in writing prior to the end of the sixty (60) days. The probationary period shall be accumulated within not more than one hundred twenty (120) calendar days. 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 the original date of hire. There shall be no seniority among probationary employees. Probationary employees may be terminated at any time at the discretion of the Board and the termination shall not be subject to the grievance procedure, except in those cases of alleged discrimination and only with respect to alleged discrimination. Persons pursuing relief through legal action for alleged discrimination waive their right to the grievance procedure.
- D. Seniority shall be applied on a departmental basis first and then district-wide in accordance with the employee's last date of hire and Section B of this article. For purposes of this Agreement, the departments are:
1. Custodial
 2. Maintenance
 3. Cafeteria
 4. Transportation
- E. Board approved leaves of absence and involuntary transfers shall count toward continuous service for the duration of the approved leave or transfer in determining department seniority.

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- F. Seniority shall terminate upon 1) discharge; 2) voluntary quitting; or 3) if an employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

ARTICLE 9 - LAY-OFF & RECALL

- A. The Alma Public Schools shall lay off employees in inverse order of seniority by department providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work. Employees laid off or bumped out of the department affected shall have the right to bump the least senior employee in another department, provided they have greater district seniority and can meet the minimum qualifications.
- B. If an employee receiving health and/or dental/vision benefits pursuant to Articles 27 & 28 of this Agreement is or may be disqualified from such benefits due to a reduction in their work schedule, that employee shall have the right to bump any less senior employee in the department if such bump would restore the employee's eligibility for health and/or dental/vision benefits. If no such bump is possible, then the employee shall have the right to bump the least senior employee in another department, provided they have greater district seniority and can meet the minimum qualifications.
- C. In the event of a reduction in staff, any employee on a Board approved leave shall be considered in the same status as an actively employed employee for the purpose of this article.
- D. Notwithstanding their position on the seniority list, president, vice president, secretary/treasurer and a representative from each department in the event of a lay off of any type, be continued at work as long as there is a job in the department which they can perform and shall be recalled to work in the event of lay off in accordance with the recall procedure. When retaining an employee because of superseniority, the Board shall retain the right to determine the necessary qualifications of the job to which the individual will be assigned. If the individual with superseniority does not meet these qualifications, that person shall not be retained.
- E. No new employee shall be hired until all qualified laid off employees are recalled to whatever work is available for which they are qualified as

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determined by the Board, except for that a temporary employee may be hired awaiting report from employees recalled.

- F. Leaves of absence may be granted by the Board upon written request when reduction of Staff is necessary in compliance with Article 22 - Leaves of Absence.
- G. Recall:
1. Employees on lay off shall be recalled in the order of seniority by department providing that those recalled have demonstrated ability and qualifications to perform the available work.
 2. No employee shall be forced to accept a recall to a position other than which he held prior to lay off.
 3. The Board shall give written notice of recall from lay off by sending a certified letter to said employee at his last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's record shall be conclusive when used in connection with the lay off, recall or other notice to the employee. If an employee fails to report to work within ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his employment with the school district.
 4. Should the Board re-instate a position that had been eliminated, the employee, if not on lay off, who previously held the position, shall be offered the position before it is offered to laid off employees.
 5. A recall list shall be maintained for a period not to exceed one (1) year. Thereafter, a laid off employee shall lose his/her right to recall.

ARTICLE 10 - VACANCIES, PROMOTIONS, & TRANSFERS

- A. A vacancy, as determined by the Board, shall be defined as any position, either newly created or a present position, that is not filled.

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- B. The following procedure shall be followed regarding any Board-determined vacancy:
1. The Board agrees to post determined vacancies on Union bulletin boards. The posting shall include: the designated location, classification, brief statements of the general responsibilities, qualifications, and hours assigned.
 2. Determined vacancies shall be posted for five (5) departmental working days before an appointment is made. The posting shall be mailed on the day of posting to the last known address of each employee who is not actively working at this time.
 3. Interested employees shall submit in writing a statement of their qualifications to the supervisor designated on the job posting. The Union president will be provided with a list showing those who signed for the position.
 4. All vacancies shall be filled within three (3) departmental working days after the posting period, unless no candidates have applied for the position.
 5. An employee offered a vacancy under these provisions shall have twenty-four (24) hours to notify the immediate supervisor of their decision to accept or reject the offer.
 6. For the purpose of this section, qualified shall mean, "meeting the minimum qualifications necessary to perform the tasks of the open position". The employee with the most seniority and qualifications to fulfill the duties of the job shall be given first preference to the open job.
 7. Only when there are no qualified applicants as determined by the Board from the bargaining unit, the Board may interview and subsequently fill the vacancies with applicants from outside the bargaining unit. In this case, the Board shall make its best efforts to fill the position within ten (10) working days following expiration of the posting.
 8. Upon filling the posted position, the name of the employee shall be provided, along with a copy of the job posting, to the Union president.

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9. When transferring to a different classification, building, or shift, an employee shall serve a fifteen (15) working day time period if the employee has trialed in that position before within the last two years. At the end of the trial period, if the employee's work is unsatisfactory according to evaluations conducted, or, if the employee so requests, the employee shall be reinstated to his/her previously held position.
 - a. Either the Board or the employee may waive all or part of this trial period, such waiver to be in writing.
 - b. If an employee receiving such a transfer has previously been temporarily assigned in the new classification for one or more periods encompassing ten (10) or more consecutive work days, such time in temporary assignments shall be counted toward the thirty (30) day trial period.
- C. If the Board intends to change the work schedules and/or assignments of bargaining unit employees, such intentions shall be communicated to the bargaining unit. If requested a meeting shall be scheduled to receive input from bargaining unit representatives. If the Board decides to proceed with the changes, it shall announce its decision and make any necessary postings related to the implementation within five days of such meeting.

ARTICLE 11 - HOURS & ASSIGNMENTS - GENERAL PROVISIONS

- A. All employees shall have designated work schedules/shifts with an established starting time and quitting time. Work schedules/shifts shall be posted on the bulletin board.
- B. The first shift of any day is any shift which regularly starts at or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift which regularly starts at or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift which regularly starts at or after 7:00 p.m. but before 4:00 a.m. For payroll purposes the week shall commence at 12:01 a.m. Monday and terminate at 12:00 midnight Sunday. The Board shall have the right to set the commencement of any shift, provided that a notice of at least one week is duly posted before commencement of said shift.
- C. Whenever any representative of the Union or any employee participates during working hours in conferences or meetings as called by the Board

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or its agents, they shall be paid for the time involved at their highest regular pay rate.

- D. Employees who work eight (8) hours per day will have two fifteen (15) minute rest periods, one in the middle of the first half of the shift and one in the last half of the shift, the exact time to be determined by supervision within the general terms of the contract. All employees working less than forty (40) but at least twenty (20) hours per week shall be allowed one fifteen (15) minute rest period, to be determined as practicable under the work schedule involved.
- E. Employees who presently receive a lunch period of one hour or more shall be allowed to leave their building and/or work stations provided they shall punch in and out according to established time clock procedures. Those employees whose lunch period is less than one hour shall remain in the work area unless authorization to leave is received from the immediate supervisor .
- F. An employee call-back shall be compensated at a minimum of two (2) hours call-in time or actual time worked, whichever is greater. An employee called back from vacation shall be compensated four (4) hours call in time at time and-one half or actual time worked at time-and one-half, whichever is greater.
- G. Temporary Assignments
 - 1. An employee who voluntarily accepts a temporary assignment shall receive the rate of pay of the department and classification of the temporary assignment. If applicable, this rate shall include the progression defined in Appendix A, Item F.
 - 2. An employee who is involuntarily transferred to a temporary assignment shall receive rate of pay of the department and classification of the temporary assignment or the rate of pay of their regular department and classification, whichever is higher.
 - 3. Temporary assignments shall include any assignment which is created due to the extended absence (30 or more consecutive work days) of any regularly scheduled employee. If the school determines that the temporary vacancy is going to exceed 30 work days, then the temporary vacancy shall be posted as soon as possible, for the duration of the temporary vacancy. If the temporary vacancy is for

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an unknown period of time, which lasts for 30 days, then the temporary vacancy shall be posted as a temporary vacancy for an undetermined duration.

- H. Temporary Summer Assignments - Employees wishing summer work in another department should submit a letter of interest by April 15 of each school year to the supervisor of the department they wish to work in. Assignments will be made on the following criteria: (a) previous performance in that department, (b) previous experience in that department, and (c) seniority in the bargaining unit. The rate of pay will be starting wage in the department. They will also receive holiday pay (July 4) and one (1) sick day per month worked.
- I. Educational placements - Nothing in this agreement shall limit the placement of students attending Alma Public Schools in work assignments for educational purposes.

ARTICLE 12 - HOURS & ASSIGNMENTS - FULL-YEAR EMPLOYEES

- A. The normal scheduled work day for maintenance, custodial or mechanic employees may be up to eight (8) hours per day, with one-half hour for lunch not included in the eight hour period. However, eight (8) hour employees may request in writing to their immediate supervisor alterations of the lunch period from one-half (1/2) hour to two (2) hours. This request may be made when special circumstances exist or when such changes will facilitate improved work efficiency. The Board reserves the right to approve or disapprove such requests. Furthermore, the Board reserves the right to make lunch time adjustments when it is necessitated by school work loads or work requirements.
- B. When schools are closed due to inclement weather or other emergencies, maintenance workers, custodial workers, and mechanics shall be required to report for work.

ARTICLE 13 - HOURS & ASSIGNMENTS - CAFETERIA

- A. A lunch will be provided by the board for each employee on each working day.

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- B. The cafeteria employees shall also be granted one 15-minute break, to be scheduled and taken as is practicable to the work schedule.
- C. When schools are closed due to inclement weather or other emergencies, cafeteria workers will not report to work, and will receive no compensation unless called in by their supervisor. A two (2) hour call in pay will be paid to cafeteria workers who come to work and are sent back home because school is delayed or canceled.

ARTICLE 14 - HOURS & ASSIGNMENTS - BUS DRIVERS

- A. Bus driver assignments shall be made according to the following procedures:
 - 1. The Board shall establish the route to be run by each bus driver. A standard time allowance shall be established for each regular run and the driver shall be paid according to this allowance. The minimum paid time for a regular route shall be two (2) hours. Regular routes shall include morning and afternoon K-12 runs and noon kindergarten runs. For routes which normally require more than two hours, the standard time allowance shall be adjusted by fifteen (15) minute increments, for every seven (7) minutes over the standard time allowance and/or fifteen (15) minute increments. When actual time on a route justifiably exceeds the standard allowance (i.e. severe weather, accident, mechanical failure, etc.), the driver shall be paid the actual total time.
 - 2. The assignment of routes shall be made on the basis of bidding by seniority and qualifications at a meeting to be held sometime prior to the opening of school. Route assignments shall generally be fixed for the school year. However, a senior driver may appeal to the transportation director for reassignment if adversely affected by route changes taking place during the year. This should be done within fifteen (15) business days. The Board shall have the option of making the reassignment or compensating the senior driver as if the reassignment had occurred.
 - 3. Additions to routes will be made to existing routes based upon the route which offers the best access and efficiency for the addition. Such additions will be added to the route within 15 business days. In the event that more than one existing route offer equal access and

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efficiency, the addition shall be made to the route of the highest seniority driver .

4. A bus driver unable to attend the annual bid meeting shall be allowed to designate in writing the Union transportation steward as a proxy to bid in good faith for the absent transportation employee. Provided that prior to the meeting the employee's written authorization is presented to the transportation steward and director of transportation or his designee.
 5. Regular bus drivers who notify the transportation director, in writing, of their availability to substitute for other drivers on special education or noon runs shall be given the opportunity if there is sufficient posting time. Such written notice shall remain in effect until the end of the school year or until changed or revoked by the driver, in writing. The notice shall include phone number(s) at which the driver can most likely be contacted for assignments.
 6. Bus drivers shall be paid \$5.00 per meal for charter trips that occur during the morning and noon meal periods (5:00 - 7:00 a.m., 11:00 - 1:00 p.m.) and \$8.00 per meal during the evening meal period (6:00 - 8:00 p.m.).
 7. All driving for the following listed purposes shall be done by employees covered by this Agreement:
 - a. All school bus driving. "School Bus" shall be as defined by Michigan law.
 - b. Pre-school-12 students to and from school.
 - c. Vans driven for cafeteria and/or mail delivery.
- B. Warm-up and inspection time shall be included in determining the standard time allowance for routes. If there is thirty (30) minutes or more between a regular route and a charter trip, fifteen (15) minutes warm-up time and inspection will be added.
- C. When schools are closed due to inclement weather or other emergencies bus drivers will not report to work, and will receive no compensation unless called in by their supervisor. A two (2) hour call in pay will be paid to drivers who come to work and are sent back home because school is

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canceled. On days when school is delayed, a two (2) hour call in pay will be paid to drivers who report at their regular shift time and accept work assignments during the delay period.

ARTICLE 15 - HOURS & ASSIGNMENTS
- TEMPORARY PART-TIME EMPLOYEES

- A. Temporary part-time employees shall not be utilized in any year unless four (4) dual department positions in cafeteria and sixteen (16) hours per day of dual department work in custodial have been offered for that year.
- B. The total hours per day to be worked by temporary part-time employees shall be limited to fifty percent (50%) of the daily hours of the regular custodians in a building.
- C. Temporary part-time employees may not be used in any building if the regular custodial staff is reduced below the level of June 12, 1996.
- D. At the time of hire, temporary part-time employees shall be informed of the time limits on their employment.
- E. The provisions of this agreement concerning temporary part-time employees do not include nor extend to student help provided to the district through special grants or programs which are not a part of the district's general fund.

ARTICLE 16 - DUAL DEPARTMENT EMPLOYEES

- A. Any employee may hold separate jobs in two (2) departments if the combination of hours do not exceed forty (40) hours per week and the hours in one department do not conflict with the other, in accordance with the following conditions:
 - 1. Uniforms shall be provided for each department.
 - 2. An employee working in two departments shall be eligible for overtime in the one department of his choice which he shall submit in writing at the time of job assignments. The employee may not accept overtime hours which conflict with the other job's scheduled hours.

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3. An employee will accrue seniority independently in each department.
 4. Vacation shall be earned in accordance with departmental guidelines but use of vacation shall not conflict with the other department assignments.
 5. If the employee is discharged or disciplined in one department, the discharge or discipline carries over into all of the departments.
 6. If an employee deems it necessary to grieve a particular problem, the grievance procedure shall start with the immediate supervisor in the department in which the problem originated.
 7. An employees separate jobs shall remain as two for future job posting purposes.
 8. An employee holding jobs in two departments shall not receive compensation for travel between department jobs.
 9. Call-in for inclement weather or emergency situations shall be by department in accordance with department procedures.
 10. An employee holding jobs in two departments shall be laid off and recalled by department seniority in each department affected.
 11. In case of conflicts with hours worked between the departments, management will notify the employee of which work assignment he/she is to complete.
- B. The number of dual department positions shall not exceed two (2) in the high school cafeteria nor two (2) in the middle school cafeteria. Provided, however, that employees currently holding a dual department position in cafeteria shall not be displaced unless the board offers dual department employment opportunities in the custodial department totaling sixteen (16) hours per day and negotiates transition rules as required by Article 38.

ARTICLE 17 - EXTRA TIME - GENERAL PROVISIONS

- A. For purposes of this Agreement, extra time shall mean work hours beyond those regularly scheduled.

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- B. Extra time hours shall be equalized among employees in various departments according to the general provisions and the provisions applicable to specific departments.
- C. For the purpose of equalizing extra time, time not worked because the employee was unavailable or did not choose to work will be charged the number of extra time hours of the employees working during that call out period or assignment, except for employees on vacation, sick leave, etc.
- D. Extra time work which has been refused by all eligible employees shall be done by the least senior employee in the classification or department at the direction of the Board. When such a junior employee is required to work because others have turned down extra time, he shall not be charged with the extra time he has worked.
- E. Equalization of hours shall be posted in each department every two (2) weeks.
- F. When returning from vacation, sick leave, or an unpaid leave of absence of a 10-working-day duration, or more, an employee shall be recorded with the average amount of equalized hours in the department during such absence.
- G. New employees will be added to the extra time distribution list when they have completed their probationary period. When they are added to an already active list, the new employee will be charged with the highest number of hours on the list in their classification.
- H. In the event employees are not notified of cancellation of weekend or holiday extra time, they shall be compensated for two (2) hours at straight pay.
- I. Employees who work less than eight (8) hours per day, when practical and feasible, shall be utilized up to eight (8) hours per day before additional employees are hired.

ARTICLE 18 - EXTRA TIME - FULL-YEAR EMPLOYEES

- A. Extra time hours in the maintenance/custodial department shall be divided as nearly as equal as practical among employees in the same classifications in their buildings starting with the most senior employee.

ARTICLE 19 - EXTRA TIME - CAFETERIA

- A. Cafeteria employees' extra time shall be divided as nearly as equal as practical among all cafeteria employees on a system-wide basis.
- B. Cafeteria employees being assigned extra time shall receive, whenever possible, at least two (2) weeks' notice of any scheduled banquet and/or extracurricular activities that will require extra time hours. Employees who are notified of an extra time assignment less than twenty-four (24) hours before the assignment and refuse shall not be charged the extra time hours.

ARTICLE 20 - EXTRA TIME - BUS DRIVERS

- A. The bus driver charter trip distribution shall be upon notice of not more than five (5) calendar days and not less than twenty-four (24) hours. In the event that a trip should materialize under the minimum time limits, the driver receiving the assignment shall have the right to refuse and shall not be charged hours of extra time.
- B. Charter trip assignment shall be made in accordance with the applicable provisions to drivers who are regularly assigned and driving one (1) run or more per day with at least one year of seniority. Eligible drivers for charter trips shall sign trip either "yes" or "no" within twenty-four (24) hours after it is posted or will be charged with the actual driving time and refused the trip. The actual driving record of the charter trip will be returned to the transportation office within twelve (12) hours after the trip or the driver will be charged double driving time.
- C. Charter trips between a.m. and p.m. regular runs shall be paid a minimum of two (2) hours time or the actual charter trip run time, whichever is greater. Add-on hours will be included in the charter trip overtime log. Add-ons are those trips less than two hours, within the school district. All charter trips and add-ons will be equalized as nearly as practicable throughout the school year.
- D. On Monday thru Friday a driver who reports for a regular or charter trip which has been canceled and the driver was not previously notified shall receive a two (2) hour call out pay or their regular trip time, whichever is greater. "Previously notified" shall mean notification received by the

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driver at least two (2) hours prior to the scheduled reporting time for the trip.

- E. Bus driving that is needed by the Alma Public Schools after the close and before the opening of the normal school year shall be equalized as nearly as possible by the transportation director using those drivers that are interested in working periodically throughout the summer in accordance with the following procedures:
1. Prior to the close of the normal school year, each driver shall sign up indicating the following:
 - a. The weeks during the summer that they may be available for summer driving.
 - b. The time of day which is best that they can be contacted by phone for a possible driving assignment.
 - c. The phone number where they can be reached.
 2. A separate summer list of equalized extra time hours will be kept for this period of time only, with no relationship to the regular extra time list that is kept for the regular school year.
 3. Special routes that are established for the summer for one week or more will be assigned on a weekly basis to drivers and counted toward the equalization of hours.
 4. The transportation director will be responsible to keep a log posted on a weekly basis showing all equalization of hours.
 5. Bus drivers shall be given as much notice as possible in relationship to summer driving but must be prepared, due to the very short notice that is given to the transportation department in running summer routes, to make a commitment at the time of the telephone conversation to drive or not to drive.

ARTICLE 21 - JURY DUTY

- A. An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay. Employees that are

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either temporarily or permanently excused from attendance at the court on any work day are required to report for regular shift duty one hour after being excused by the court.

ARTICLE 22 - UNPAID LEAVES OF ABSENCE

- A. Leaves of absence shall be granted without loss of seniority and without pay for:
1. Serving in any elected or appointed position with the Union for two years, not to exceed one employee at a time.
 2. Maternity (one year).
 3. Illness leave (one year), physical or mental, with physician's verification, if requested.
 4. Prolonged illness in immediate family (one year)-spouse or dependents with physician's verification, if requested.
 5. Education leave (one year) shall be granted, not to exceed one employee at a time.
 6. The Board may grant other leaves of absence for reasons other than stated above.
- B. Unpaid leaves may be extended for like cause. All leave requests shall be in writing and approved by the Board before going into effect.
- C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.
- D. An employee on leave of absence may bid on vacancies which arise during the leave. If an employee on leave is awarded such a vacancy, he/she shall assume that vacancy upon return from leave. A vacancy being held for an employee on leave shall be covered during the remainder of the leave as determined by the Board and shall not be considered a temporary vacancy and need not be posted further.

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ARTICLE 23 - FUNERAL LEAVE

- A. An employee shall be allowed five (5) working days as funeral leave days not to be deducted from sick leave, for a death in the immediate family as follows: mother, father, sister, brother, wife or husband, son, daughter, or grandchild.
- B. An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave, for a death in the family as follows: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or a member of employee's household.
- C. A request may be made to the superintendent for time off in other cases, or for additional time, in extraordinary circumstances.

ARTICLE 24 - SICK LEAVE

- A. Regular full-year employees will accumulate sick leave at eight (8) hours per month worked, accumulated to a maximum of four hundred eighty (480) hours.
- B. Other employees, except temporary part-time employees, shall accumulate sick leave at the rate of one (1) hour for each seventeen (17) regular paid hours, accumulated to a maximum of four hundred eighty (480) hours.
- C. If an individual employee had accumulated more than four hundred eighty (480) hours of sick leave as of June 30, 1990, the maximum accrual for that individual shall remain at that level unless and until it is reduced below four hundred eighty (480) through usage.
- D. Sick leave may be used, in accordance with the schedule specified herein, for personal illness. For all absences, the employee is required to notify their immediate supervisor upon the first knowledge of the necessity for the absence.
 - 1. Personal illness: bona fide physical incapacity to report for and discharge duties, to the extent of unused days credited.

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2. Family illness: one day of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the employee. Extension of sick leave for this purpose may be granted by the superintendent, or his designee, if the seriousness of the illness necessitates the employee's presence. Upon the requests of the employee, the superintendent (or his designee) may authorize extra days, without pay, for extended family illness.
3. For purposes of this section, immediate family shall mean: father, mother, wife, husband, son, daughter, or other members living in the immediate household, or a claimed dependent, as defined by the Internal Revenue Service, who is on the employee's income tax return as a dependent.

- E. A doctor's statement may be required by the Board to validate the claimed illness.
- F. Abuse and/or misuse of sick leave is cause for dismissal.
- G. Sick leave can not be used by school year employees on days when school is canceled except for previously scheduled medical appointments.

ARTICLE 25 - HOLIDAYS

- A. Employees, except temporary part-time employees, shall have the following days off with pay:

- Labor Day (see note*)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Good Friday - providing school is not in session
- Memorial Day
- Independence Day

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- * Cafeteria and transportation departments shall receive credit for this day when they work any time previous to this day in the preparation for the opening of school as assigned by their immediate supervisor.
- B. Employees shall be paid for the above holidays at their prevailing rate based on the regularly scheduled hours worked per day.
- C. Employees required to work on the above named holidays shall receive double time for hours worked.
- D. If an employee is on vacation on any of the above named holidays the day shall be counted as a holiday and not a vacation.
- E. If an employee is on sick leave when an above holiday is observed, that shall not be counted as sick leave.
- F. If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be considered as a holiday, whichever is more applicable based upon the scheduling of school.
- G. To be eligible for holiday pay an employee must work his scheduled day before and after the holiday except employees on approved sick leave, vacation or an approved day off.
- H. For the duration of this contract, if the Board of Education should declare additional paid holidays, the additional holidays shall become part of this contract and become a benefit to the employees covered by the Agreement and subject to the above provisions.

ARTICLE 26 - VACATION

- A. Vacation accruals shall be tracked in hours. For purposes of this Article, a day of vacation shall be equal to the employees regularly scheduled hours per day. Regular full-year employees will accumulate vacation time per month worked, beginning with the first year of employment from date of hire.
- B. Vacation - Custodial, maintenance, mechanics and other twelve month employees shall earn vacation with pay in accordance with the following schedule:

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1. Beginning with the first (1) year of employment from date of hire through six (6) years - thirteen (13) days.
 2. Beginning with the seventh (7) year of employment and through the fourteenth (14) year - eighteen (18) days.
 3. Beginning with the fifteenth (15) year of employment and over - twenty-four (24) days.
- C. After one year of employment, a regular school year employee will be paid two (2) vacation days during Christmas break and two (2) vacation days during Spring break. After five years of employment, a regular school year employee shall be paid an additional one (1) day of vacation during spring break. After ten years of employment, a regular school year employee shall be paid an additional one (1) day of vacation during Christmas break. In addition, regular school year employees shall have one (1) vacation day which may be requested to be taken at any time. Forty-eight (48) hours minimum notice is expected, but this limit may be waived by the superintendent.
- D. Vacations for regular full-year employees shall be granted at such times during the year as are suitable considering the wishes of employees and efficient operations of the district. However, in case of conflict, the Board reserves the right to assign all vacations. However, in the case of competing requests timely filed, seniority shall prevail and vacations shall be scheduled on the basis of seniority. The supervisor will make reasonable effort to notify employees, within two (2) weeks, of their response to vacation requests. One (1) vacation day per year may be requested on forty-eight (48) hours notice. This forty-eight (48) hour limit may be waived by the superintendent.
- E. A vacation may not be waived by an employee and extra pay received for work during that period. However, after three (3) years of employment, an employee may accumulate up to five (5) days per year to the maximum he is allowed (Section B) according to his earned vacation schedule. Upon written request and for reasonable cause, an extension of time to use vacation may be granted by the superintendent or his designee.
- F. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, that portion of his vacation which he was ill (as certified by physician's statement) shall be rescheduled. In the event

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his incapacity continues through the year, he shall be awarded payment in lieu of vacation.

- G. To the extent possible, vacation days shall be taken in a blocks of five (5) or more consecutive days. Vacation days cannot be taken in advance to earning them.
- H. If an employee is laid off or retires, or severs his employment he shall receive any unused vacation credit, including that accrued since his last anniversary date. A recalled employee who received credit at the time of lay off for the current calendar year shall have such credit deducted from his vacation the following year.
- I. In September of each year, each employee shall be furnished with a record of his/her vacation hours in the bank.
- J. Rates during vacation - in determining vacation pay, employees shall be paid their current rate based on their regularly scheduled day while on vacation and shall receive credit for any benefits provided for in this Agreement.

ARTICLE 27 - COMPENSATION

- A. The compensation for various classifications in the bargaining unit shall be as set forth in Appendices A, B and C. Provided, however, that a bargaining unit member whose rate of pay (including any longevity being received) at June 30, 1992 was higher than their rate of pay calculated according to the current schedules shall continue to receive the higher rate of pay. Such employee's rate of pay shall be frozen until their rate of pay under the current schedules exceeds the frozen rate.
- B. All employees will be paid at one and one-half (1 1/2) times their basic rate for all authorized work over eight (8) hours per day and forty (40) hours per week.
- C. Double-time shall be paid for all hours worked on Sundays and holidays.
- D. Car Mileage -
 - 1. The Board agrees to reimburse employees twenty-eight (28) cents per mile for use of their personal cars while on assignments if a school vehicle is not available.

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2. In the event a cafeteria employee is required, as a result of change in job location, to use his/her personal vehicle, he/she shall be compensated at a rate of one dollar and fifty cents (\$1.50) per round trip. This will be paid in a separate, general fund check.

- E. Compensation shall be in bi-weekly pay periods in accordance with the district-wide payroll and time clock procedures.
- F. Longevity - In addition to the salaries indicated in Appendices A, B and C, a longevity allowance shall be granted as follows for continuous years of service as employees of Alma Public Schools:

For 1998-1999, 1999-2000 and 2000-2001

- (1) After completion of five (5) years, six (6) percent;
- (2) After completion of ten (10) years, seven (7) percent;
- (3) After completion of fifteen (15) years, eight (8) percent;
- (4) After completion of twenty (20) years, nine (9) percent;
- (5) After completion of twenty-five (25) or more years, ten (10) percent.

- G. In the event of an inadvertent error in the application of rates of pay, correction of the error will be added to or deducted from the employee's pay retroactively, but not to exceed ninety (90) days.
- H. If an employee uses less than twenty percent (20%) of the sick leave which they have earned or been credited for the school year, they shall receive additional compensation of one hundred fifty dollars (\$ 150.00) to be paid on the second pay in July following the close of the school year.
- I. If an employee has a balance of sick leave credit of four hundred eighty (480) hours on the last day of the prior school year and uses less than twenty percent (20%) of the sick leave which they have earned or been credited for the school year, they shall receive additional compensation of three hundred dollars (\$ 300.00) to be paid on the second pay in July following the close of the school year.

ARTICLE 28 - HEALTH BENEFITS

- A. The Board agrees to offer health benefits under the terms set forth in this Article.

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B. The Board shall establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable statutes, rules, and/or regulations, a "cafeteria" benefit plan which, upon proper application by the employee, shall offer eligible employees a choice of benefits as follows:

1. Regular full year employees who are scheduled to work forty (40) hours per week all calendar year may choose between the following: (Regular part-time employees who are scheduled to work twenty (20) hours or more per week but less than forty (40) hours per week, benefits will be prorated.)

a. Payment by the Board toward the cost of one of the following health plans:

MEBS. 3-Star
Blue Care Network BCN1

in an amount for following years, of up to:

	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-2001</u>
Full-family coverage	\$474.00	\$499.00	\$519.00
Two-person coverage	\$419.00	\$444.00	\$464.00
Single coverage	\$182.00	\$207.00	\$227.00

b. a cash payment to be paid on the first scheduled pay date in November of each year:

1998-1999	\$1,000.00
1999-2000	\$1,100.00
2000-2001	\$1,200.00

C. No employee shall be insured, either as primary insured or as a dependent, under more than one health insurance plan sponsored by Alma Public Schools.

D. The Board agrees to provide benefits within the underlying rules and regulations as set forth by the insurance carrier in the master contract held by the policy holder.

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- E. It shall be the responsibility of the employee to inform the Board of any changes in his status that may affect his insurance status.

ARTICLE 29 - DENTAL/VISION BENEFITS

- A. The Board agrees to offer dental and vision benefits under the terms set forth in this Article.
- B. The Board shall establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable statutes, rules, and/or regulations, a "cafeteria" benefit plan which, upon proper application by the employee, shall offer eligible employees a choice of benefits as follows:

- 1. Regular full year employees who are scheduled to work forty (40) hours per week all calendar year may choose between the following: (Regular part-time employees who are scheduled to work twenty (20) hours or more per week but less than forty (40) hours per week, benefits will be prorated.)

- a. Payment by the Board of up to the following which may be applied to

1998-1999	\$42.00 per month
1999-2000	\$45.00 per month
2000-2001	\$47.00 per month

- 1. Dental/Vision plan premiums (Blue Cross/Blue Shield basic 50-50 - Dental Preferred Plan CR 50, Max \$800)
 - 2. the cost of health insurance available to the employee in the cafeteria plan
 - 3. any other benefit options available to the employee in the cafeteria plan, or
- b. A cash payment as follows to be paid on the first scheduled pay date in November of each year:

1998-1999	\$100.00
1999-2000	\$100.00
2000-2001	\$110.00

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- C. If an employee selects a benefits the cost of which exceeds the amount contributed by the Board, the employee shall be responsible for such additional cost. The employee may make payment of such additional cost through a salary reduction agreement.
- D. It shall be the responsibility of the employee to inform the Board of any changes in his status that may affect his insurance status.

ARTICLE 30 - LIFE INSURANCE

- A. Upon proper application by the employee, the Board agrees to pay the premiums on a term life insurance policy of \$20,000, including a matching accidental death & dismemberment coverage, for each regular employee.

ARTICLE 31 - LONG-TERM DISABILITY

- A. The Board agrees to provide each regular, eligible employee with a long-term disability insurance program.
 - 1. Benefits up to 70% of contractual salary to take effect thirty (30) non-consecutive work days from the first date of disability; said benefits would continue for one year.
 - 2. Benefits shall continue beyond the first year at the rate of sixty (60) percent of the contractual salary of the year in which the disability occurred, but not beyond the age of 65.
 - 3. The 70% and 60% guarantee shall be inclusive of all other benefits forthcoming to the employee under another section of this contract or from Social Security or other statutory benefits.
 - a. Employees shall be carried as "active" during the first year in which they begin receiving disability benefits. They shall have the right to immediate return when physically able. All contract benefits except salary shall accrue as if the employee were on the job, working. Salary shall be in accordance with the salary payment provisions of the insurance carrier.

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- b. Employees remaining on disability for the second year shall be placed on a Medical Leave of Absence for a period of up to one year. No contractual benefits shall accrue except for the salary payments as provided by the insurance carrier. Fringe benefits may be continued by the employee on a contributory basis, provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which he/she is qualified, subject first to the provisions of the current collective bargaining agreement.
- c. An employee remaining on disability for the third year may lose all re-employment rights at the discretion of the Board of Education.
- d. Prior to returning to active status, a person who has received disability benefits shall be required to provide the district with a doctor's certificate.

ARTICLE 32 - WORKER'S COMPENSATION

- A. It is agreed and understood that any person who is disabled by virtue of any injury incurred while on the job and, therefore, eligible for Worker's Compensation, may supplement the Worker's Compensation received by receiving sick leave benefits and applying the same while he is out on a Worker's Compensation injury in order to make up the difference between the Worker's Compensation paid and his regular rate of pay. The sick leave in such instances shall be paid on each pay day until exhausted or until terminated by the employee on notice.
 - 1. Employees shall be carried as "active" during the first year in which they begin receiving workers compensation benefits. They shall have the right to immediate return when physically able. All contract benefits except salary shall accrue as if the employee were on the job, working. Salary shall be in accordance with the salary payment provisions of the insurance carrier.
 - 2. Employees remaining on workers compensation for the second year shall be placed on a Medical Leave of Absence for a period of up to one year. No contractual benefits shall accrue except for the salary payments as provided by the insurance carrier. Fringe benefits may be continued by the employee on a contributory basis, provided it is approved by the carrier. The employee shall be entitled to

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reinstatement to the first available position for which he/she is qualified, subject first to the provisions of the current collective bargaining agreement.

3. An employee remaining on workers compensation for the third year may lose all re-employment rights at the discretion of the Board of Education.
4. Prior to returning to active status, a person who has received workers compensation benefits shall be required to provide the district with a doctor's certificate.

ARTICLE 33 - UNIFORM ALLOWANCE

- A. The Board agrees to provide uniforms and laundry service for each employee. The service shall provide at least five changes of uniform per week. If appropriate for job duties, the Board shall provide each employee with a coat or jacket and shall pay for its cleaning as appropriate.
- B. The Board and O.C.A.W. Committee agree to consult with the employees in each department concerning the particulars of color, style, fabric, and other features of the uniforms. Right of final decision remains with the Board.
- C. Employees will wear said uniforms in a neat and clean manner at all times.

ARTICLE 34 - RETIREMENT/DEATH BENEFIT

- A. Eighty (80) percent of the accumulated unused sick leave shall be paid upon retirement or death of an employee to the beneficiary at the prevailing rate, not to exceed forty-eight (48) days total payment.

ARTICLE 35 - MISCELLANEOUS PROVISIONS

- A. Copies of the Agreement shall be prepared as soon as possible after signing. One copy shall be given to each employee and ten (10) copies to the Union.

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- B. Employees who are holding less than 12-month jobs and do not normally work between two successive academic years, or terms, for the Alma Public Schools, shall provide in writing to the Board a home mailing address prior to leaving at the end of the term. It will further be the employee's responsibility to notify the supervisor of any change of address during the period between terms in writing. Notification of the school calendar shall be sent to less than 12-month employees at their last-known address. If an employee fails to notify the Board of his intent to return to work within five (5) calendar days of the date of mailing of the notice, or if he fails to return to work within five (5) calendar days from the date of return as set forth in the notice, he shall be considered a quit.
- C. The Board shall provide each employee with a pass which shall admit the employee and one other person to all home athletic events sponsored by Alma Public Schools.

ARTICLE 36 - CONTINUITY OF OPERATIONS

- A. The Union agrees that it will not, during the period of this Agreement, directly engage in or assist in any strike action.
- B. The Board agrees that it will not, for the duration of this Agreement, impose a lockout upon the Union.

ARTICLE 37 - WORKING CONDITIONS

- A. Subject to the limitations of this Agreement, the Board shall continue to set standards of services, issue supplies, materials tools, and equipment necessary to complete the assigned duties.
- B. Tools, equipment and materials utilized by employees shall conform to MIOSHA standards.
- C. Employees observing a safety hazard on the property shall report it immediately in writing to their immediate supervisor. All employees are responsible to comply with the provisions of MIOSHA.
- D. Supervisory employees and other employees not covered by the bargaining unit shall not perform work which is normally performed by the bargaining unit except in case of emergency, or when there are no other

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

employees in the bargaining unit available or for instructional purposes or in aid or help of employees within the bargaining unit.

ARTICLE 38 - NEGOTIATION PROCEDURE

- A. This Agreement may be extended only by mutual written consent of both parties. It is further agreed that this Agreement shall continue in full force and effect until June 30, 2001.
1. Addendum: As of the date of signing of this document, it is agreed that this negotiation has been completed.
 2. It is recognized that the provisions in Article 16 which place limits on certain dual department positions and the various provisions concerning temporary part-time employees will require special transition rules. The board agrees to negotiate transition rules with the bargaining committee prior to implementing these provisions. With respect to awarding dual department positions, the transition rules shall not alter the existing contract provisions concerning seniority. It is intended that existing dual department employees shall not have a wage rate reduction as a result of the transition.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours and working conditions at least ninety (90) days prior to the expiration date of this Agreement.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. When a new job within the unit is established, the Board shall notify, in writing, the president of the Union of the classification title, job description, and the proposed rate. Thereafter the Union may accept these terms in writing within ten (10) days or request a meeting to discuss and resolve any differences. Any new rate arrived at after negotiations shall become effective as of the date of determination.
- E. Notice of contract negotiations: Notice shall be in writing and shall be sufficient, if sent by certified mail, addressed, if to the Union, to the president of the local; and, if to the Board, addressed to Alma Public

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

Schools, 1500 Pine Avenue, Alma, Michigan 48801; or to any such address as the Union or the Board may make available to each other.

ARTICLE 39 - EXTENT OF AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged district practices between the district and its employees or the Union and constitutes the entire Agreement between the parties.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

ARTICLE 40 - DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1998, and shall continue in effect until June 30, 2001. This Agreement, together with all the terms, conditions and effects thereof, shall expire on the date indicated.
- B. This Agreement is signed this 11th day of September, 1998.

ALMA PUBLIC SCHOOLS

OIL, CHEMICAL & ATOMIC WORKERS
INTERNATIONAL UNION

BY David Elmer
President
Board of Education

BY Roger Collins
Its International
Representative

BY Margaret K. Hawk
Secretary
Board of Education

BY Monna E. Meyer
Its Local 7-540 President

BY William N. Han
Superintendent

Workers' Committee:

BY Linda K. Kresnak
Chairman

BY Jack Otkunson
Committeeman

BY Duane Dick
Committeeman

BY Tom Wedgren
Committeeman

BY Gloria Ptrack
Committeeman

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

O.C.A.W.I.U. - RATES OF PAY

APPENDIX A

The following rates of pay shall apply for each classification in accordance with this schedule and pursuant to Article 27

MAINTENANCE/CUSTODIAL

- A. Lead Maintenance - performs regular maintenance duties and serves as contact representative for the maintenance staff, communications and directions.

<u>1996-97</u>	<u>1997-98</u>	<u>1998-2001</u>
Additional \$.35/hr. on top of regular rate if assigned	Same	Same

- B. Maintenance Specialist - shall be able to do the work embraced in any or all of the skilled trades; shall be eligible to carry a skilled trades card; or shall have acquired significant skills by experience in various fields of mechanics, electricity, auto mechanics, carpeting, painting, welding, pipe fitting, etc.

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$9.00	\$9.22	\$9.50
1 year	\$9.71	\$9.95	\$10.25
2 years	\$10.34	\$10.60	\$10.92
3 years	\$10.99	\$11.26	\$11.60
4 years	\$11.79	\$12.08	\$12.44

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- C. Maintenance Handyman - Has acquired lay skills by experience in various fields of mechanics, electricity, auto mechanics, carpeting, painting, welding, pipe fitting, etc.

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$8.58	\$8.79	\$9.05
1 year	\$9.27	\$9.50	\$9.79
2 years	\$9.89	\$10.14	\$10.44
3 years	\$10.52	\$10.78	\$11.11
4 years	\$11.30	\$11.58	\$11.93

- D. Lead Custodian - A custodian who works as a custodian and coordinates and/or supervises the work of at least three (3) other persons. (Full time lead positions to be posted; temporary lead positions may be appointed from among the custodians in the affected building.)

<u>1996-97</u>	<u>1997-98</u>	<u>1998-2001</u>
Additional \$.35/hr. on top of regular rate if assigned	Same	Same

One lead custodian per building if there are three shifts.

- E. Custodian/General Maintenance - generally custodial work, including mopping, waxing, sweeping, etc.; may be assigned general maintenance tasks.

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$8.53	\$8.74	\$9.00
1 year	\$9.17	\$9.40	\$9.68
2 years	\$9.66	\$9.90	\$10.20
3 years	\$10.34	\$10.60	\$10.92
4 years	\$11.09	\$11.37	\$11.71

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

F. Temporary Part-Time

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-2001</u>
<u>Starting</u>	\$5.25	\$5.25	
Six months	\$5.50	\$5.50	Same
One year	\$6.00	\$6.00	

G. Shift premium - \$.35 per hour.

H. Level of Progression - (applies to all bargaining unit employees)

An employee taking a transfer to, or accepting an job in, another department shall be allowed up to one year of credit for pay purposes for other service to the district. This applies for wages schedule purposes only and does not affect departmental seniority.

Example: An employee with six years experience as a bus driver accepts a job in cafeteria. The employee would be on the one year step for pay purposes in cafeteria. Cafeteria seniority would begin from the date when the employee begins work in cafeteria.

Example: An employee with eight years experience as a custodian accepts a job in maintenance. The employee would be on the one year step for pay purposes in maintenance. Maintenance seniority would begin from the date when the employee begins work in maintenance.

The Board may allow up to two years experience credit for relevant employment experience outside the district. The Board must first discuss its intentions to do so with representatives of the Union.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

O.C.A.W.I.U. - RATES OF PAY

APPENDIX B

TRANSPORTATION DEPARTMENT

A. Bus drivers

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$8.85	\$9.07	\$9.34
<u>1 year</u>	\$9.54	\$9.78	\$10.07
<u>2 years</u>	\$10.19	\$10.44	\$10.75
<u>3 years</u>	\$10.82	\$11.09	\$11.42
<u>4 years</u>	\$11.57	\$11.86	\$12.22

B. Mechanic I

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$9.65	\$9.89	\$10.19
<u>1 year</u>	\$10.39	\$10.65	\$10.97
<u>2 years</u>	\$11.09	\$11.37	\$11.71
<u>3 years</u>	\$11.79	\$12.08	\$12.44
<u>4 years</u>	\$12.69	\$13.00	\$13.39

C. Mechanic II

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$9.00	\$9.22	\$9.50
<u>1 year</u>	\$9.71	\$9.95	\$10.25
<u>2 years</u>	\$10.34	\$10.60	\$10.92
<u>3 years</u>	\$10.99	\$11.26	\$11.60
<u>4 years</u>	\$11.79	\$12.08	\$12.44

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O.C.A.W.I.U. - RATES OF PAY

APPENDIX C

CAFETERIA

A. Unit Leader

<u>1996-97</u>	<u>1997-98</u>	<u>1998-2001</u>
Additional \$.35/hr. on top of regular rate if assigned	Same	Same

B. Cook

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$8.00	\$8.20	\$8.45
1 year	\$8.59	\$8.80	\$9.06
2 years	\$9.12	\$9.35	\$9.63
3 years	\$9.66	\$9.90	\$10.20
4 years	\$10.19	\$10.44	\$10.75

C. Food Delivery/Van Driver Position

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
<u>Starting</u>	\$8.38	\$8.59	\$8.85
1 year	\$8.90	\$9.12	\$9.40
2 years	\$9.42	\$9.66	\$9.95
3 years	\$9.94	\$10.19	\$10.49
4 years	\$10.46	\$10.72	\$11.04

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APPENDIX D

DUES AUTHORIZATION FORM

1 Copy to Company - 1 Copy to Union

In accordance with the current Agreement between _____, my employer and O.C.A.W.I.U. Local 7-540, I hereby authorize the company to withhold from my wages, the amount of dues, and/or initiation fee, as has been designated by the Financial Secretary of Local 7-540.

I understand this authorization is revocable by me, in writing, with copies to the Company and to the Local Union, as provided in the Current Agreement, Local Bylaws, and the International Constitution. Such dues structure for this group shall be adjusted sixty (60) days following wage increase.

Initiation fee is equivalent to one month dues, payable the first month only. (Initiation fee - or - dues payable, but not both in the same month.) Dues are \$ _____, and will continue in effect, under the provisions of the Bargaining Agreement, Local Bylaws, O.C.A.W.I.U. International Constitution, Article X.

Clock No. ____ Employee _____ Date _____

Address _____
Street City State Zip

Social Security No. _____ Birthdate _____

Married ____ Single ____ Signature _____

This is not a membership application.

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APPENDIX E

GRIEVANCE FORM

INSTRUCTIONS:

Fill out sufficient copies to submit (2) copies to Foremen where permissible under contract so that the Foreman may return one (1) copy with his answer, also sufficient copies for the Local file and two (2) copies for the District office in the event of appeal to the International Union. Provide Copy for management if your contract requires the Committee to submit the complaint in writing.

<p>1. Submitted to:</p> <p>Foreman _____</p> <p>Date _____</p> <p>Signed _____ Steward</p>	<p>Foreman's Answer</p> <p>Date _____</p> <p>Signed _____ Foreman</p>
<p>2. Grievance Committee Report of meeting with Management</p> <p>Date of Meeting _____</p> <p>Satisfactory Settlement YES NO</p> <p>Signed _____</p>	<p>Attach copy of Management's written reply</p>
<p>3. Grievance Committee Recommendation if Management reply unsatisfactory</p> <p>Date _____</p> <p>Signed _____ Chairman</p>	<p>Provision of contract considered violated: _____</p>
<p>4. Remarks and Results of further consideration</p> <p>Date _____</p> <p>Signed _____ Chairman</p>	
<p>5. Remarks on Decision of Impartial Arbitrator</p> <p>Date _____</p> <p>Signed _____ Chairman</p>	<p>Attach copy of Arbitrator's decision</p>

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & OCAWIU - 1998-2001

GRIEVANCE FORM

OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION

COMPLAINT OR GRIEVANCE REPORT

Grievance No. _____ Date _____

Company _____ Local No. _____

When did grievance occur? Date - On or about _____ Time _____ Shift _____

Where did grievance occur? (Dept., Job, Location, etc.) _____

Who was involved? _____

(Names of complainants and others who have knowledge of incident(s.)

Foreman _____ Superintendent _____

NATURE OF GRIEVANCE

The Union charges the Company with a specific violation of Article(s) _____

_____ and any other provisions
of the Agreement that may be found to apply.

State what happened: _____

Remedy: The Union demands that the Company cease and desist from violating the Labor Agreement, that the incident(s) be rectified, that proper compensation, including benefits and overtime, at the applicable rate of pay, be paid for all losses; and further that those affected be made whole in every respect.

Signatures _____

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