

6/30/2001

4795

Agreement

between

Board of Education Escanaba Area Public Schools



and



Teamsters Local 214

July 1, 1999
through
June 30, 2001

Escanaba Area Public Schools

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A G R E E M E N T

THIS AGREEMENT, effective November 11, 1999, is by and between the BOARD OF EDUCATION, ESCANABA AREA PUBLIC SCHOOLS, Escanaba, Michigan, hereinafter called the "Employer", and TEAMSTER UNION LOCAL NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

The parties pledge themselves to cooperate fully to the end that harmonious relations may be maintained at all times and to promote efficient operation of the various divisions. The parties further agree to promote safety, cleanliness and to cooperate fully in personnel and public relations.

ARTICLE ONE ***TERM, MODIFICATION AND TERMINATION***

This Agreement shall be in effect November 11, 1999 and shall remain in effect until June 30, 2001 inclusive and from year to year thereafter.

If either party shall desire to change, modify or terminate this Agreement, it shall give written notice of such desire to the other party at least sixty (60) days prior to the expiration date.

The giving of notice in Article One, item (b) shall constitute an obligation upon both parties to negotiate in good faith all question at issue with the intent of reaching an agreement prior to the anniversary date.

ARTICLE TWO ***RECOGNITION***

- A. The Employer agrees to recognize the Teamsters Union Local No. 214 as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, benefits, monthly and weekly and daily hours of work and working conditions for all employees covered by the following classifications.

B. The Employees shall be classified into four divisions as follows:

DIVISION I - Custodians and Maintenance

DIVISION II - Cooks, Assistant Cooks & Stock and Delivery

DIVISION III - Secretaries, Clerks and Bookkeepers

DIVISION IV - Drivers, Mechanic I and Mechanic II

For purposes of classification, administrative secretarial positions shall be the Bookkeeper, Accounts Payable, Insurance, and Elementary Coordinator.

C. Recognition will be extended to all full and part-time employees, but not to casual employees. Casual employees shall be defined as employees who have no regular schedule, and have no set number of hours. Part-time employees will be defined as those employees who have a regular schedule of hours, even though there may be variation in the number of hours scheduled.

(Example: An on-call employee would be a casual employee if the function of that job was to fill in as needed, and the employee was not regularly scheduled on their own hours, only fill-in time.)

(Example: A part-time employee may work only a few regularly scheduled hours each day, but the fact that that employee would also fill in for more hours occasionally would not make that employee a casual employee. The difference would be the regularly scheduled, consistent hours.)

D. The rate for casual employees will be established by the employer.

E. The school system retains the right to utilize the summer youth programs and other grant programs as long as permanent employees are not displaced.

ARTICLE THREE

MANAGEMENT

The Union agrees that the Employer is vested exclusively with the management of the Escanaba Area Public Schools.

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to determine the size of the work force and increase or decrease its size;
- D. to hire, assign, lay off, and discharge employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day, to set hours of employment and to set times during the work day of all shifts;
- E. to direct the work force, assign work and determine the number of employees assigned to operations;
- F. to establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content and classification; to establish the number of people needed or used in all classification.
- G. to make rules and regulations not inconsistent with the terms hereof.
- H. The employer agrees to honor all terms and conditions of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the employer, the adoptions of policies, rules, regulations and practices, in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE FOUR

HEALTH

- A. The Employer may at any time require a medical examination (Yearly for all Drivers and Cooks) if such appears advisable. Such examination is to be made by a physician, designated and paid for by the Employer. Due to the safety-sensitive nature of the job, Division IV employees may be required to obtain a physician's statement that authorizes a return to work following any illness-related absence longer than 3 consecutive days.
- B. The cost of Hepatitis B vaccination, if required, shall be paid by the Employer.
- C. Members will be notified, where appropriate and consistent with state or federal law, of a student's serious communicable disease. The district shall provide in-service training where appropriate to employees who must come into contact with students having such communicable diseases.

ARTICLE FIVE

SENIORITY, PROMOTIONS & VACANCIES

- A. The parties recognize that job opportunity security should increase in proportion to length of service and ability to perform the work. It is agreed therefore, that the following procedure shall be followed when filling vacancies within a division.
 - 1. Offered on a lateral transfer following a 5-day posting period.
 - 2. Subsequent openings will be filled as follows:
 - a. The position will be posted for 5 days
 - b. The posting will list the minimum qualifications for the position
 - c. Employees who believe that they can meet the minimum qualifications will sign their names on a list to be submitted to the superintendent within 5 days.
 - d. The superintendent will review the list of candidates.
 - e. If a test is deemed necessary to determine qualifications, it will be administered on an equal and uniform basis. If there are any disputes over the test results, the employee may elect to serve a 30 (thirty) day trial period. The question of ability and fitness

for the work shall be determined by the Employer at the end of such trial period.

- f. If two or more candidates are reasonable equal in qualifications, the most senior will be offered the job.
- g. If the employee does not qualify, he/she will be notified and returned to his/her former position, and the next senior candidate will be given the opportunity to fill the position.

When a job in the bargaining unit is temporarily open because of extended illness, approved leave time or suspension, etc., that the Board wished to fill, the job need not be posted until the regular employee is absent for a period of thirty (30) working days.

- B. The positions of Maintenance, Bookkeeper and Accounts Payable shall not be determined by seniority, but shall be awarded to employees who have demonstrated their ability in the past to perform the assigned task they are applying for with a minimum amount of training, and who have been tested and/or hold certification of training in their particular field of endeavor. The determination of the applicant's skills shall rest with the superintendent or his designee.
- C. Seniority shall be broken only by discharge or voluntary quit, or layoff for three (3) years.
- D. There shall be no change in bus driver assignments the first ten (10) school days.
- E. New bus runs shall be offered to senior drivers who will not increase their hours to over forty (40) per week.
- F. Job descriptions shall be developed by the Employer and reviewed by the union and may be revised from time to time if the needs of the district change. The job descriptions will be published and will be made available to the employees.
- G. Seniority shall accrue commencing with the date of regular employment, including the probationary period and part-time employment.
- H. Employees who are currently filling two (2) part-time positions will be given preference to accept any increase in the position of his/her choosing if and

when one of the part-time positions currently held is increased to a full time position.

ARTICLE SIX GRIEVANCES

- A. Definition of a Grievance: A claim by an employee, group of employees, or the Union that there has been a violation, misapplication, or misinterpretation of the terms of the Agreement shall be deemed a grievance under this contract and will be subject to the grievance procedure as provided herein.

Timelines described herein may be extended by mutual agreement of the parties. Working days shall not include Saturdays, Sundays or Holidays.

- B. Grievance Procedure:

Step 1. (Verbal) The employee shall first discuss the matter within five (5) working days of the event being grieved or having knowledge thereof, with their immediate supervisor with the object of resolving the matter informally. The supervisor will give his answer (verbally) within five (5) working days.

Step 2. In the event that the employee is not satisfied with the supervisor's informal answer at Step 1, the employee may file a written grievance containing the following information:

1. The name of the aggrieved employee or employees;
2. The description of the act giving rise to the grievance;
3. The specific Articles or sections of the Agreement allegedly violated;
4. The remedy requested to resolve the grievance.

A meeting will be held with the employee, the division Steward, and the employee's immediate supervisor within ten (10) working days of the receipt of the grievance. The supervisor will submit a written answer to the grievant within five (5) working days.

Step 3. If the grievance is not resolved at Step 2, a meeting with the division Steward, the Union business representative, and if necessary, the employee involved, and the Superintendent and/or his designee will be held within ten (10) working days after receipt of the answer in Step 2.

The parties agree to exchange all pertinent information regarding the grievance. The Union has the right to forward the grievance after the Superintendent's answer in Step 3 to its internal review board for further evaluation and will inform the Superintendent of the Union's intent within thirty (30) calendar days of the Superintendent's response.

Step 4. Arbitration

1. If the dispute remains unresolved after completion of the foregoing procedure, the Union may, within forty-five (45) calendar days after receipt of the Superintendent's response, at Step 3, with a written notice to the Employer, submit the grievance to an impartial arbitrator selected from the Federal Mediation and Conciliation Services under and in accordance with their rules and regulations.
2. The decision of the arbitrator shall be final and binding on all parties.
3. The arbitrator shall have no power to, delete from, alter, or modify the terms of this Agreement nor shall he have the power to substitute his judgement for the judgement of the Board.
4. The arbitrator shall be requested to submit his decision on the matter within thirty (30) days after conclusion of the hearing.
5. The fees of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expense.
6. Employees necessary to implement due process in this grievance procedure shall not suffer a loss of pay while attending necessary meetings.
7. In all cases of discharge the Union may file the grievance at Step 3.
8. Individuals may not arbitrate a grievance.

ARTICLE SEVEN NEW EMPLOYEES

- A. A new employee working under the provisions of this Agreement shall be employed on a sixty (60) calendar day probationary period, during which time he/she can be discharged without recourse. During the first thirty (30) calendar days of this probationary period, none of the benefits of Article Thirteen shall apply; however, if the employee is retained beyond the sixty (60) calendar day period, he/she shall be placed on the regular seniority list from his/her first day of hire.

- B. All employees hired after July 1, 1980, will receive prorated Vacation, Sick Leave and Insurance Protection; i.e., work nine (9) months and receive nine-twelfths (9/12) of schedule. (See Articles referring to Vacation, Sick Leave, Personal Leave and Insurance benefits for specifics).

- C. In the first fiscal year of regular employment, all benefits for which an employee is eligible - including but not limited to - sick leave, personal leave, medical insurance, dental insurance, vision insurance, life insurance and vacation time will be prorated to June 30 in the fiscal year of hire on the basis of the number of days worked by the employee in that year in relation to the number of regularly scheduled work days for other employees in comparable positions.

ARTICLE EIGHT LAYOFFS

- A. An employee whose job is eliminated, or whose hours are reduced by more than one (1) hour, may:
 - 1. accept a layoff, or

 - 2. shall be permitted to bump the least senior employee in the same or lower classification within the division, with the same number or fewer hours, provided the employee has more overall seniority than the employee being bumped and is capable of doing the work as determined by administration.

3. Custodians may bump the least senior employee on the same shift first.
4. Division IV will continue to bump according to present practice within their Division, prior to bumping outside their division.

Once there are no available positions remaining in the lowest classification within the division, the employee may bump the employee with the closest number of hours in another division, provided the employee has the present ability to perform the work. Prior to an employee being laid off from a division, he/she may utilize overall district seniority to remain in the division.

In the event that the employer elects to eliminate an entire division, the employer agrees to provide the union and affected employees, thirty (30) days notice. The parties will meet within ten (10) days of said notice, unless extended by mutual agreement, to discuss the matter. The employer agrees to consider the employee's ability and skills and will permit laid off employees to bump into another division if he/she is capable of performing the job as determined by administration. This provision applies only if the employee electing to bump to another division, bumps the least senior employee in the other division.

- B. When vacancies occur, recall will be to the employee's former position or a classification to which the employee is qualified, WITHIN HIS/HER DIVISION, in accordance with the Article 5 provisions detailed above, and the employee's seniority within the Division. Employees should be notified of recall by letter and should have (14) fourteen days to respond. If he/she does not respond by that time, he/she shall be considered resigned.
- C. Layoff or job termination - A two (2) week notice shall be given by the Employer to all regular employees in question. The employee shall also give a two (2) week notice to the Employer when he or she is thinking of leaving.
- D. Employees permanently laid off (this does not apply to employees discharged for cause) shall be remunerated at 75% of their regular rate of pay for their accumulated sick leave. Request for remuneration shall be made by the employee in writing and presented to the business office. Upon receipt of this payment, the employee shall be considered to have terminated

his/her employment.

- E. Any laid off employee shall retain their seniority rights for three (3) years.

ARTICLE NINE

TEMPORARY EMPLOYEES AND POSTING

The parties recognize that it is necessary to employ temporary workers at times. School year employees hired under this article will receive the hourly rate as shown and receive holidays and sick leave benefits falling during such period of employment. However, they shall not receive vacation time.

Hourly rate - \$7.32 per hour

ARTICLE TEN

DISCIPLINE/DISCHARGE

An employee discharged or suspended after the probationary period, who considers such action without good cause, shall present a grievance within five (5) work days of such action as provided in Article Six. Any discharge or suspension not protested within five (5) work days shall be considered final.

No regular employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of illegal drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Union.

In the event that a complaint is made against an employee, the name(s) of the person(s) making the complaint may be furnished, to the extent permitted by law, to the employee, including dates, times, etc.

If the employer requests a meeting with an employee for the purpose of issuing a disciplinary action, the employer shall notify the employee, prior to the meeting and in writing, of the employee's right to union representation. If the need for disciplinary action becomes evident during a meeting, the meeting shall be adjourned and the notice of right to representation shall be issued before continuing the meeting. In neither case shall the time necessary to secure representation exceed two working days.

Written documentation of reprimands (oral or written) shall remain in the employee's personnel file indefinitely. However, reprimands shall not be used as part of the progressive discipline process beyond 24 months.

The Union will receive copies of any disciplinary action against their members, unless exempted by policy and/or law.

A Bargaining Unit Member shall have the right to review the contents of their respective personnel file, and to have a Union representative present at such review.

The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Employee Assistance

The parties recognize that drug abuse, to the extent defined by law, and alcoholism are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

Employees with drug and/or alcohol problems are encouraged to seek rehabilitation before such conditions adversely affect their employment. An employee shall not be disciplined merely for seeking treatment.

ARTICLE ELEVEN

TRANSFERS

An employee temporarily transferred to a higher rated position in an emergency, such as for sickness, vacations, etc., shall receive the higher rate of pay of his same step of the higher classification; and, if transferred to a lower rated position, for the convenience of the Employer, shall receive his or her regular pay.

ARTICLE TWELVE

OVERTIME

- A. Any employee working in excess of eight (8) hours in any twenty-four (24) hour period, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay for such excess time.
- B. Hours worked on Sundays and legal holidays shall be paid double (2X) the hourly rate of pay.
- C. No overtime shall be allowed unless given approval by the Supervisor or Principal of that building.
- D. For Division IV, district trips, see salary schedule. Item (a) above does not apply until an employee has actually worked more than forty (40) hours in one week. Extra days shall not be recognized as hours worked in the calculation of overtime.
- E. Division I, II, III - Authorized paid time off will be considered as time worked when calculating overtime.
- F. Employees who are called and returned to work on other than their regular shift will be called in order of their building seniority and will be paid not less than two (2) hours at the appropriate premium rate called for in this Article.

ARTICLE THIRTEEN
HOLIDAYS

Regular employees, shall be paid at their regular rate for the following days according to their division.

- A. When employees are assigned to attend a conference, seminar or workshop, they will be paid as if worked a regular, full day. The employer will pay registration fees, travel costs, lodging, and meal expenses if necessary.
- B. Division I, II and III: One (1) day set aside by the school calendar for the opening of deer season will be a paid holiday.
- C. Division I and Full Year Employees of Division III: Fourth of July, Labor Day, Thanksgiving Day and the day following, Good Friday, Memorial Day, the work day preceding Christmas Day, Christmas Day, the work day preceding New Years Day, New Years Day, or days celebrated therefore.
- D. Division II and School-Year Employees of Division III: Labor Day, Thanksgiving Day, and the day following, Good Friday, Memorial Day, or days celebrated therefore. (Employees deprived of Labor Day because of a late school start will receive that day as a paid holiday.)

ARTICLE FOURTEEN
VACATIONS

Employees shall be entitled to vacation at their regular rate of pay and shall receive payment for each week of vacation in an amount equal to their earnings received for a regular week of work, with the exception of Bus Drivers. (See Article Twenty-Nine, Section B, Paragraph 7)

<u>School Year Employees - Division I, II, III</u>	
One thru ten years.....	10 days
Eleven thru twenty years.....	15 days
Over twenty years.....	20 days

Full Year Employees - Division I, III, & Division IV – Mechanic I & Mechanic II

One thru ten years.....13 days
Eleven thru twenty years.....18 days
Over twenty years.....23 days

Employees hired 7/1/80 or later & working school year only

One thru ten years.....7 1/2 days
Eleven thru twenty years.....11 days
Over twenty years.....15 days

The normal maximum vacation carryover will be five (5) days unless permission is obtained from the immediate supervisor. Permission will be granted only for special circumstances

Schedules shall be established by the Employer and shall take into consideration the requests of the employees. Vacation days can be taken consecutively.

***ARTICLE FIFTEEN
SICK LEAVE***

- A. Employees shall be granted ten (10) days of sick leave each year for the first two years of regular, full-time employment; fifteen (15) days each year for subsequent years of employment, such days to accumulate to 110 days; the maximum available in any one year 125 days.
- B. Employees hired July 1, 1980 or later and working school year only shall be granted seven and one-half (7 1/2) days of sick leave each year for the first two years of employment; eleven (11) days each year for subsequent years of employment, such days to accumulate to eighty-two (82-1/2) days; the maximum available in any one year, ninety-four (94) days.
- C. The Employer may require a doctor's certificate covering any illness.
- D. In the case of an extended illness or disability of an employee extending beyond accumulated sick leave, the employee shall be granted a six (6) month sick leave without pay beyond the accumulated sick leave period, with an additional six (6) month period of sick leave without pay to be granted if the employee presents a doctor's certificate indicating the

employee should be able to return to work within the six (6) month period, with still an additional two (2) year period of sick leave without pay to be granted.

FMLA

The representatives of the school district and the Teamsters agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). Employees eligible for the FMLA will be required to utilize paid sick and personal leave during their FMLA leave time. Any time remaining after exhaustion of paid sick and personal leave time, shall be unpaid time for up to 12 weeks under FMLA. FMLA will not be used to expand an employee's contractual rights and benefits which meet or exceed the basic requirements of the FMLA.

Employees may retain three (3) sick and/or personal leave days as they utilize FMLA benefits.

ARTICLE SIXTEEN ABSENCE & PERSONAL LEAVE

Employees shall be allowed to absent themselves, with pay, for the following reasons:

- A. Use of sick leave for personal illness or death will be granted for husband, wife, children, step-children, parents, grandparents, grandchildren, or live-in relatives. In addition, sick leave will be allowed for death of the following relative: son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, step-mother and step-father and stepchild.
- B. In addition to the prescribed sick leave, each employee shall be allowed an additional two days per year for personal business - namely; for death or sickness of more distant relatives not listed above and of friends for religious observances, or time necessary to conduct other personal affairs impossible to handle outside normal working hours; an additional two (2) days per year shall be allowed if necessary for personal business but said days are to be deducted from sick leave.

Employees hired July 1, 1980 or later, working school year only, will be granted one and one-half (1 1/2) personal leave days per year with an

additional one and one-half days per year to be granted if necessary and to be deducted from sick leave.

A brief reason for absence must be given for all personal leave day requests. Such personal business leave shall not be accumulative, and are subject to approval by the Superintendent.

Such personal business leave must be applied for on forms to be forwarded to the business office for approval of the Business Manager. In the event of an emergency, notify your Supervisor.

- C. When required by legal authority to appear in a court of law (other than personal). When on jury duty the Employer shall pay the difference between juror's pay and regular rate of employee. Such days shall not be deductible from sick leave accumulations.
- D. Employees working snow days shall be given compensatory (time off) credit. Such time off must be taken in the fiscal year earned.
- E. Personal Leave Time (Dock Time) - Employee requests for leave time without pay, "dock days" shall be at the sole discretion of the superintendent, and if granted, shall not set a precedent.

Unused personal leave days will be paid at the rate of one-half of normal daily rate, not to exceed twenty dollars (\$20.00) per day, for days unused at June 30.

ARTICLE SEVENTEEN

RETIREMENT

The Union and the Employer agree that the guidelines set forth by the Michigan Public School Employee Retirement System will govern all retirement.

The Employer will continue to pay the full cost of the retirement benefit to the Michigan Public School Employees Retirement System.

ARTICLE EIGHTEEN TERMINAL LEAVE PAYMENTS

A terminal leave payment of seventy-five percent (75%) of the accumulated portion of sick leave based on the regular rate of pay of the employee will be paid upon termination under the following condition.

The employee must have been employed for twenty (20) years in the school district OR have attained the age of sixty (60) beginning with the 1995-96 school year OR qualify for the 80 option. In either case, the heirs of the employee will be paid in the event of the death of the employee.

Terminal leave payments will not be made to any employee discharged for cause.

Employees planning to terminate their service must give written notification of such plans to the business office by March 1st of the year PREVIOUS to termination in order to receive seventy-five (75%) of their accumulated sick leave. In the event notice is not given by March 1st, the employee will receive such remuneration within the next twelve month period following his or her termination.

Terminal leave benefits do not apply to any employee hired after November 11, 1999.

ARTICLE NINETEEN DISABILITY

An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of gross income the employee would have received for his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. When sick leave is exhausted, fringe benefits will also

cease and become the responsibility of the employee. Any job related injury must be reported immediately to the Business Office on forms available from the immediate supervisor and/or the office of the principal.

ARTICLE TWENTY HOURS

- A. It is hereby recognized that an eight (8) hour day, five (5) days, forty (40) hours, Monday through Friday, shall constitute a work week. Mechanics may, with approval of the supervisor, work four (4) ten (10) hour days during the summer.
- B. Division III - The work period will be seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, five (5) days per week, Monday through Friday. The bookkeeper shall work eight (8) hours per day, forty (40) hours per week.
- C. Work hours are to be specified in posting of jobs, and should not be split shift unless specified in posting as such. This clause may be waived with approval of employee concerned.

ARTICLE TWENTY-ONE MILEAGE REIMBURSEMENT

Any school employee using his or her car for school purposes, when authorized by supervisor and/or administrator, shall be remunerated at the prevailing IRS rate.

ARTICLE TWENTY-TWO NON-DISCRIMINATION

The Escanaba Area Public School District does not discriminate on the basis of race, color, national origin, gender, age or disability.

No employee will be discriminated against because of his/her membership in the Union or his/her activity as an officer or duly authorized representative thereof. No preferences, privileges or advantages shall be given or extended to any employee because he/she is a member of the Union.

ARTICLE TWENTY-THREE AMENDMENTS

This Agreement is complete in writing and shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties signatory hereto.

ARTICLE TWENTY-FOUR STEWARDS

The employer agrees to recognize one (1) Steward, and, in their absence, one (1) alternate Steward in each division. Reasonable time off will be arranged in order to process grievances in accordance with the grievance procedure.

ARTICLE TWENTY-FIVE LONGEVITY (ALL DIVISIONS)

Recognizing that good employees in the system are a necessity and to reward them for their services, the longevity scale is as follows:

5th through 7th year	-	2%
8th through 11th year	-	3%
12th through 16th year	-	4%
17th through 21st year	-	5%
22nd through 26th year	-	6%
27th year and thereafter	-	7%

Payment of above is to be made through the regular payroll.

In the event an employee moves between Divisions, he/she will receive wages as designated by step one of the wage scale for the new Division and will receive a longevity payment only if he/she had already earned the time in their previous Division. If the employee has not earned a longevity payment, then the time for such a calculation will start again with the transfer.

It is further agreed that when an employee moves from one Division to another, the district will compute benefit calculations on the basis of FTE in each division. Benefits will be prorated based on FTE in each Division.

ARTICLE TWENTY-SIX BONDING

All personnel who handle and bank monies shall be bonded.

ARTICLE TWENTY-SEVEN MEMBERSHIP

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union. This Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- C. In accordance with the policy set forth under paragraphs A and B of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following their date of regular employment.
- D. If any provision of the Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Laws or shall be renegotiated for the purpose of adequate replacement.
- E. Employees with fifteen (15) scheduled hours per week or less will pay minimum dues as assessed by Teamsters Local 214. Initiation fee will be assessed when an employee attains a position in which he/she regularly exceed fifteen (15) hours per week.
- F. Employees working over fifteen (15) hours a week will pay dues of two times (2X) the hourly rate.

ARTICLE TWENTY-EIGHT ***CHECK-OFF OF DUES***

- A. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum.

- B. The Employer shall add to the list submitted by the Union, the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.
- C. Where an employee who is on check-off is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.
- D. The Employer will recognize authorization for deductions from wages and transmit to the Union or such other organization as the Union may request if mutually agreed to.
- E. The Union shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

ARTICLE TWENTY-NINE RULES, CONDUCT AND POLICY

A. DIVISION I - Custodians and Maintenance

1. For nonprofit functions such as PTO, Scouts, 4-H, etc., a minimum of \$5.00 shall be paid the employee to open and close the building only. If cleaning is required after the meeting, the employee shall be paid at the rate of time and one-half (1-1/2) of his or her regular rate, unless the time is already part of the employee's regular shift.
2. For all activities other than those included in Item #1, the overtime rate shall apply. This also applies to other school systems using our facilities such as the renting of the football field.
3. Remuneration for the above Items #1 and #2 shall be processed through the regular payroll.

4. Coveralls to be furnished to employees classified as Mechanics, and Division I Maintenance classification. Rubber overshoes and coveralls shall be furnished to Division I employees engaged in roofing.
5. Custodians who set up/take down election equipment shall be compensated twenty-five dollars (\$25.00) for all elections.

B. DIVISION II - Cooks

Cooks who work the "pasty day" fund raiser shall be compensated at one and one-half (1-1/2) times their normal rate for hours worked during the fund raising day.

C. DIVISION IV - Drivers, Mechanic I and Mechanic II

1. Noon Hour Trips: Any driver who is assigned a noon hour route shall receive one dollar (\$1.00) per day extra over and above the regular daily salary.
2. District Trips: If outside district trip does not exceed twenty-five dollars (\$25.00), a flat fee of twenty-five dollars (\$25.00) shall be paid the driver.
3. Since the Board must pay the substitute driver, the regular driver foregoes his pay for that portion of his regular run he will miss, when he takes a district trip. In the event a district trip is cancelled with insufficient notice to allow the regular driver to perform his/her run, then the driver will receive the pay for his regular run.
4. Additional Compensation: An allowance of one-half (1/2) hour per day in addition to the regular driving time shall be made for the purpose of servicing and cleaning the bus, checking gas, oil and tires, mechanical failure, hazardous road conditions, delivery and return of the bus from service trips, daily records and preparation of state mileage maps.
5. Employees: The employees covered by this policy shall be all regular bus drivers employed by the Board of Education, Escanaba, Michigan, and shall not include any other classification of school employee.

6. Employment: The candidate must know how to control children. He may be interviewed by the Business Manager or the Superintendent of Schools.

The position is to be given to the individual with the best qualifications as to recommendations and physical fitness. He must present a certificate of health, be at least 18 years of age, and a holder of a valid Class B Michigan Commercial Driver's License with passenger and air brake endorsements. The CDL is to be obtained and kept current by the driver. Renewal licenses are to be paid for by the Board of Education.

If the employee loses their CDL endorsement, they must immediately notify the Employer. Such employee will be suspended from work without pay. The Employer retains the right to assign the employee to any vacant, non-driving work assignment for thirty (30) days.

Employees will have up to thirty (30) days to have their CDL reinstated, and, if the employee meets all other conditions and requirements for employment as a bus driver, they will be allowed back to work in their formerly held position.

7. Length of Employment: A scheduled year of employment for a regular bus driver shall contain thirty-eight (38) weeks – one hundred ninety-five (195) payable days for employees hired before July 1, 1980, and 192 1/2 days for employees hired after that date. Vacation days can be utilized in 1/3 increments over the school year or may be paid out in one lump sum at the end of the school year. Employees hired after November 11, 1999 shall have a scheduled year of employment of 185 days.
8. Absence: The regular driver is to notify the bus supervisor, if so employed, of his inability to drive because of illness, death or personal business. Notification as early as possible is desirable so that a substitute driver can be obtained. The obtaining of the substitute shall be the responsibility of the bus supervisor.
9. Bus Assignment: The assignment of busses to their respective routes will be the responsibility of the bus supervisor, if so employed. New busses will be assigned to routes where most needed. The driver

already assigned to that route receiving the new bus will be the driver of the new bus, regardless of seniority. No changes of drivers from one route to another route because they desire a new or better bus is to be allowed.

10. Safety Glasses: The Board agrees to provide mechanics and maintenance employees working in areas or classifications requiring eye protection, with safety glasses. Employees requiring prescription glasses shall pay for their own examination.
11. Convex Mirrors: The Board agrees to install an internal convex mirror in any requesting driver's bus.
12. Routes: Daily routes are to be established by the bus supervisor, if so employed, and approved by the Board of Education. Each driver will be so routed as to provide as close to a four (4) hour minimum daily schedule as is practical.
13. Reduction in Hours: (Means an employee has had his\her hours reduced). In the event of a reduction in the work hours, an employee may claim seniority over other employees for the purpose of maintaining his or her normal work schedule, provided he/she has greater seniority. Only the driver affected by the reduction may initiate the bidding procedure. Since all runs are increased in fifteen (15) minutes increments, any gains of a particular run of more than fifteen (15) minutes in a year, or from year to year, will be rebid when that run gains over the fifteen (15) minute minimum. If there is an elimination of a run, senior drivers may bid on a kindergarten or ISD run in an attempt to restore lost hours.
14. Field Trips: A field trip shall be considered as any trip taken within the school district during school time (9:00 A.M. to 3:30 P.M) on any given school day. Whenever possible, the driver for field trips is to be selected by the supervisor from the locality in which the school making the request is located based on rotation by seniority with consideration given to availability of the driver. DATA transportation may be used when the trip is paid for by other than district funds.
15. Extra Trips: For all outside-district trips, the driver will be selected in rotation by seniority by the bus supervisor from a list compiled of

those drivers who are willing to make trips at all times and who have at least one (1) year of school bus driving experience in this school system. The selection of equipment for extra trips shall be the responsibility of the bus supervisor and only the best equipment available shall be used. Specific policies will be set up by the athletic director and building administrators pertaining to what is expected of students and chaperones regarding behavior, seating, etc.

For trips that exceed one hundred fifty (150) miles, one-way, and taken Monday through Thursday, the district reserves the right to use non-district transportation. For trips to events where fewer than sixteen (16) students are participating, the district reserves the right to use non-school vehicle(s) or have the coach drive the school vehicle.

16. Mechanics' Shirts: The district shall provide shirts for the Mechanics II up to a maximum of two (2) per week.
17. Miscellaneous: Employer agrees to codify all Division IV bus rules.

Article Thirty

Wages

Employees shall be paid for hours worked two weeks following the submission of the hours, i.e. hours worked in one pay period shall be paid in the next pay period.

ESCANABA AREA PUBLIC SCHOOLS-WAGES SCHEDULE JULY , 1999 THRU JUNE 30, 2000

	1st Year of Employment	2nd Year of Employment	3rd Year of Employment
DIVISION I			
Custodian I	\$12.57	\$12.90	\$13.43
Custodian II	\$13.09	\$13.43	\$14.16
Stock & Delivery	\$13.09	\$13.43	\$14.16
Custodian III	\$13.25	\$13.63	\$14.59
Custodian IV	\$13.69	\$14.00	\$15.17
Maintenance	\$13.69	\$14.00	\$15.17
DIVISION II			
Cook Helper	\$9.74	\$10.06	\$10.37
Cook	\$10.49	\$10.86	\$11.22
Stock & Delivery	\$13.09	\$13.43	\$14.16
DIVISION III			
Clerk	\$12.46	\$12.61	\$13.02
Secretary	\$12.50	\$12.85	\$13.40
Admin. Bldg. Secretary	\$12.72	\$13.35	\$13.91
Bookkeeper	\$13.46	\$14.26	\$14.95
DIVISION IV			
Bus Driver	\$14.90		
Mechanic I	\$13.09	\$13.43	\$14.90
Mechanic II	\$13.69	\$14.00	\$15.17

TRIPS OTHER THAN REGULARLY SCHEDULED RUNS:

Salary shall be at an hourly rate of pay for all drivers, such rate being \$13.87 per hour beginning July 1, 1999 plus one half hour for cleaning and gassing, and one additional hour if trailer is used.

After two years, the Mechanic I position shall be compensated at the same rate as a driver. (\$14.90 for 1999-2000)

ESCANABA AREA PUBLIC SCHOOLS-WAGES SCHEDULE JULY 1 , 2000 THRU JUNE 30, 2001

	1st Year of Employment	2nd Year of Employment	3rd Year of Employment
DIVISION I			
Custodian I	\$12.82	\$13.16	\$13.70
Custodian II	\$13.35	\$13.70	\$14.44
Stock & Delivery	\$13.35	\$13.70	\$14.44
Custodian III	\$13.51	\$13.90	\$14.88
Custodian IV	\$13.96	\$14.28	\$15.47
Maintenance	\$13.96	\$14.28	\$15.47
DIVISION II			
Cook Helper	\$9.94	\$10.26	\$10.58
Cook	\$10.70	\$11.08	\$11.44
Stock & Delivery	\$13.35	\$13.70	\$14.44
DIVISION III			
Clerk	\$12.71	\$12.86	\$13.28
Secretary	\$12.74	\$13.11	\$13.67
Admin. Bldg. Secretary	\$12.97	\$13.62	\$14.19
Bookkeeper	\$13.73	\$14.54	\$15.25
DIVISION IV			
Bus Driver	\$15.20		
Mechanic I	\$13.35	\$13.70	\$15.20
Mechanic II	\$13.96	\$14.28	\$15.47

TRIPS OTHER THAN REGULARLY SCHEDULED RUNS:

Salary shall be at an hourly rate of pay for all drivers, such rate being \$14.15 per hour beginning July 1, 2000 plus one half hour for cleaning and gassing, and one additional hour if trailer is used.

After two years, the Mechanic I position shall be compensated at the same rate as a driver. (\$15.20 for 2000-2001)

ARTICLE THIRTY-ONE INSURANCE PROTECTION

The health care benefits offered to the employees covered by this Agreement will be MESSA Super Care I with the \$100 deductible being paid by the employee. The prescription drug coverage shall be a \$5 co-pay. Dental coverage shall be the Delta Dental, Plan E with orthodontic rider (0-7). Vision coverage shall be the MESSA VSP III Plan.

The Employer agrees to pay toward the cost of health care benefits for its employees in the following amounts:

Medical Benefits:

Employees hired prior to June 30, 1980:

Working 30 – 40 hours per week	(100%)
Working 20 – 29 hours per week	(67%)
Working 10 – 19 hours per week	(33%)
Less than 10 hours per week	(None)

Employees hired July 1, 1980, or later and working school year only:

Working 30 – 40 hours per week	(75% of full year)
Working 20 – 29 hours per week	(75% of 67%)
Working 10 – 19 hours per week	(75% of 33%)
Less than 10 hours per week	(None)

Percentages as listed will remain in effect throughout the term of this Agreement although the dollar amount paid by the Board of Education is subject to change because of increased premiums.

Employees hired July 1, 1980 or later must work thirty (30) hours or more per week to be eligible for dental, vision or life insurance benefits.

Life Insurance. The Board shall provide a \$65,000 Life Insurance Policy for each Teamsters member for each of the two (2) years under the Teamsters Agreement. (Provided by MESSA with AD&D Rider.) Any bargaining unit member retiring after July 1, 1990, will be entitled to the same life insurance benefits, paid by the Board, as the employees covered under this Agreement. Retirees after July 1, 1990, are entitled to the same coverage up to the age of 70 paid by the Board.

ARTICLE THIRTY-TWO

ANNUITY

- A. An Annuity shall be made available for any bargaining unit member, hired before November 11, 1999, who qualifies for medical benefits (excluding options). The amount of the Annuity shall not exceed the amount of the Board contribution to that employees medical benefits, times the applicable percentage required to demonstrate and maintain the continual cost savings to the district.

Example: No Insurance

Post 1980; full-time school year employee 30+ hours

1. $75\% \times 100\% = \$494.86 \times 60.5\% = \299.39

Post 1980; full-time school year employee

2. $\text{Single subscriber } \$494.86 - 265.25 = \$229.61 \times 46.5\% = \106.77

- B. **HOLD HARMLESS CLAUSE WITH RESPECT TO ANNUITY**
OPTIONS: If any additional tax liability is imposed as a result of the Board making an annuity option available, the individual employee shall be responsible for his or her additional taxes plus any interest or penalties due; and, the employer shall be responsible for its share of the taxes due plus any interest or penalties due. The employer contribution shall be submitted by separate check paid directly to the annuity company on forms provided by the annuity company, as directed in written form by the employee. In the

event of an individual employee's failure or refusal to make any payments as required above, the Board shall be held harmless and indemnified with respect to any additional taxes due plus interest and penalties, if any, arising from such employee's nonpayment. Such representation of the Board shall be undertaken by legal counsel reasonably acceptable to the Board.

ARTICLE THIRTY THREE SEVERABILITY

If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void and the parties shall enter into negotiations with respect to the impact of such change(s). All other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relationship of the parties hereunder,

ARTICLE THIRTY FOUR MISCELLANEOUS

A. Special Conferences.

The employer and representative(s) of the Union shall meet as may be required upon the request of either party. The moving party shall submit an agenda for the issue(s) to be discussed.

B. Educational Incentives.

The Employer shall pay seventy-five percent (75%) of tuition costs for job related college courses approved by the Superintendent.

C. Attendance at Conferences.

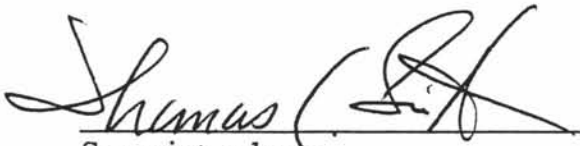
If the employee requests to attend a conference, seminar or workshop, the Employer may grant such time off without pay and/or if approved, the employee may use vacation time and/or paid personal time.

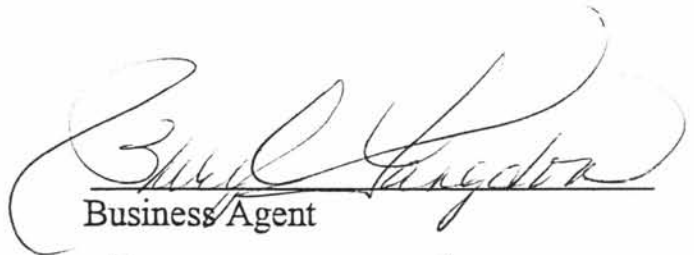
SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this Eleventh day of November, 1999, at Escanaba, Michigan.

Board of Education
Escanaba Area Public Schools

Teamsters Local 214


Superintendent


Business Agent


Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member