

6/30/97

MASTER AGREEMENT

between the

BOARD OF EDUCATION

BYRON AREA SCHOOLS

and

LOCAL 1059, AFSCME COUNCIL 25, AFL-CIO

1994 - 1997

Byron Area Schools

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AGREEMENT

This master Agreement entered into between the Board of Education of the Byron Area Schools, hereinafter referred to as the "District" and Michigan Local 1059 of AFSCME Council 25, AFL-CIO, hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause and references to the masculine gender shall include female employees.

The District agrees to make available to each employee a copy of this Agreement upon request through the central administration office and to provide a copy of the same agreement to all new employees entering the employment of the District.

ARTICLE 1. RECOGNITION

The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time custodians, aides, foodservice and school secretaries. Excluded from the bargaining unit are Custodial/Foodservice Supervisor, Grounds Supervisor, Maintenance Supervisor, Bookkeeper, Assistant Bookkeeper, Superintendent's Secretary, Bus Drivers, Mechanics, Co-op Students, Substitutes and all others.

ARTICLE 2. DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall remain in full force and effect unless changed by the Board. The above referenced shall only be limited by the expressed terms and conditions of the agreement. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey

ARTICLE 2. DISTRICT RIGHTS (continued)

complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and no by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3. UNION SECURITY

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
1. Union membership dues; or
 2. A Union representation service fee.
- B. The deduction of dues and service fees is required as a condition of this Agreement. The District accordingly agrees to payroll deduct dues and representation service fees pursuant to the authority set forth in M.C.L.A. 408.477.

Each employee and the Union hereby authorize the District to rely upon and honor certifications of the local Union financial officer or a designated representative of Michigan Council 25, regarding the amounts to be deducted each month.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council 25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the financial officer of the Council of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- D. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 4. UNION REPRESENTATION AND RIGHTS

- A. The Union shall designate a Chapter Chairperson and Vice-Chairperson. The Chapter Chairperson or the Vice-Chairperson in his/her absence shall be authorized to represent bargaining unit employees commencing at Level Two of the grievance procedure detailed in Article 6.
- B. The Union shall designate one (1) steward each for the secretarial/aide, custodial and food service segments of the bargaining unit. Stewards shall be authorized to represent employees within the building at Level One of the grievance procedure detailed in Article 6. The Vice-Chairperson shall be authorized to serve at Level One in a building in the absence of the building steward.

ARTICLE 4. UNION REPRESENTATION AND RIGHTS (continued)

- C. The Union shall notify the District in writing of persons designated under Sections A and B. The District will not be required to recognize any other employee.
- D. The Union will be permitted to post notices within each building in authorized locations. No notices may be posted which are not signed by the Chapter Chairperson or Vice-Chairperson.
- E. Union agents designated in sections A and B shall be released with pay for time spent in grievance hearings with District representatives that are scheduled during the employee's work day.

ARTICLE 5. DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Non-probationary employees shall be subject to discipline and discharge for just or reasonable cause.
- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the steward of employee, the supervisor will meet with the steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
- D. Probationary employees are considered as employed at-will and subject to discipline and discharge with or without cause.

ARTICLE 6. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

ARTICLE 6. GRIEVANCE PROCEDURE (continued)

B. The Union shall designate one steward per building to handle grievances at Level 1.

C. The term "days" as used herein shall mean calendar days

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. **Level One** - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The steward may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative which may include a representative of Council 25, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall within thirty (30) days file a letter of intent to arbitrate with the Superintendent's office. The thirty (30) day period will be reduced to ten (10) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

Level Three - Within ten (10) days, the parties shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- | | |
|--------------------|-------------------|
| 1. Mark Glazer | 4. Marshall Burns |
| 2. David Borland | 5. Anne Patton |
| 3. William Daniels | 6. Michael Long |

ARTICLE 6. GRIEVANCE PROCEDURE (continued)

The names submitted will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(2) it submitted on the above list by placing the other party on written notice during the month of January in any given year or if an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve.

F. General Arbitration Provisions

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.
3. The parties may mutually agree to an arbitrator outside of the list provided above.
4. The cost of the arbitrator shall be divided equally between the parties.
5. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Award compensatory or punitive damages.
4. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
5. Establish wage schedule.
6. Rule on an issue involving employee evaluation.

H. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

ARTICLE 6. GRIEVANCE PROCEDURES (continued)

- I. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
- J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this agreement, grievances are subject to the restrictions detailed in section F(2).

ARTICLE 7. SENIORITY

- A. Seniority shall be defined as the length of continuous service to the district from the employee's last date of hire as a regular employee.

Seniority shall not accrue while on layoff or while on unpaid leave as provided in Articles 8 and 11.

Part-time employees working a full year shall receive a full year of seniority credit. Employees hired during the school year working less than a full work year shall receive a half-year of seniority credit.

Substitute service and service outside of the bargaining unit shall not be counted for purposes of seniority. Employees promoted from within the unit to a nonunit position shall have their seniority frozen.

- B. All newly hired employees shall serve a sixty (60) work day probationary period. Absences during the probationary period shall serve to extend the probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays, however, upon completion of the probationary period the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned and vacation credit if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

ARTICLE 7. SENIORITY (continued)

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

ARTICLE 8. LAYOFF AND RECALL

A. In the event of a layoff, the following shall be utilized:

1. Reassignment within classification

In the event a reduction in staff is implemented, employees in affected positions within the classification shall be reassigned to the position held by the least senior person within the classification working the same number of hours provided he/she is qualified and provided the employee has more seniority and has been in the classification for at least one (1) year. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person within the classification whose regular schedule of hours is less but most closely coincides with the affected employee's former schedule of hours.

2. Reassignment to another classification

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section B (1)) who have at least one (1) year of service within another classification provided the employee has more seniority and is qualified. Reassignment in such instances shall be implemented in the same manner as under Section B (1).

3. Classification(s) for purposes of this Article shall be secretarial, food service, custodial and aides.

B. Employees scheduled to be laid off will receive fourteen (14) calendar day's notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppage.

C. Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have prior successful service and are qualified. Recall rights are restricted to non-probationary employees, and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum of ten (10) calendar day's notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return within the ten (10) Day period shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Union and District.

ARTICLE 9. VACANCIES

- A. The District shall post vacancies within the bargaining unit at the central office in each building. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice. The application shall state in writing the qualifications the individual has which are relevant to the position.
- B. 1. The most senior qualified applicant within the classification in which the vacancy exists will be selected by the District.
- Classification for purposes of this Article shall be defined as custodial, food service, Aides, and secretaries.
2. a. Except as provided in section B(1), the selection between internal and external candidates for secretarial or aide positions is reserved to the District.
- B. Where no person from within the food service classification applies for a food service vacancy, the most senior qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidate(s) are equally or more qualified.
- c. Where no person from within the custodial classification applies for a custodial vacancy, the most senior qualified applicant from another bargaining unit classification will be given preference over other internal and external candidates provided the bargaining unit candidates are equally or more qualified.
- d. Qualifications shall be determined by the District and may include work experience related to a posted vacancy.
- C. A successful internal applicant will be placed on a forty-five (45) work day trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may at the District's option be filled with substitutes, temporary employees or students.
- D. Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position unless the vacancy would be an increase in hours or hourly rate of pay for the employee.
- E. The reassignment of bargaining unit personnel granted an aides position may be postponed at the District's option until the end of a semester. In such instances substitutes will be utilized to temporarily fill the position.

ARTICLE 10. PAID LEAVES

- A. 1. Subject to the limitations set forth herein, employees will be credited with paid sick leave days according to the following schedule.

One (1) sick day per month will be added to accumulate sick leave on the first pay in August for twelve month employees and on the first pay in October for school year employees.

Food Service personnel	-	ten (10) days per year
Aides	-	ten (10) days per year
E.S. Secretary	-	eleven (11) days per year
M.S. Secretary	-	eleven (11) days per year
H.S. Secretary	-	eleven (11) days per year
Custodians	-	twelve (12) days per year

2. Once the maximum number of sick days has been accumulated, the total sick and personal days for the year will be credited at the commencement of the employee's scheduled work year.
3. Sick leave will accumulate to a maximum of one-hundred (100) days.
4. Employees hired subsequent to the start of a work year receive a prorated number of paid sick leave and personal leave days.
5. Sick leave accumulation may be utilized for personal illness or injury, illness in the immediate family.
- Employees will be permitted to use up to a maximum of five (5) days per year for serious illness in the immediate family which requires the employee's presence. Immediate family is defined as spouse or child residing in the household.
6. Sick leave time may be used when necessary on Friday before a holiday or Monday after a holiday or a vacation period, however, a doctor's excuse may be required. Employee would not be compensated for said holiday in such instances unless it is a serious illness (e.g. hospitalization, surgery) supported by a physician's statement.
7. Routine doctor or dental appointments do not qualify for sick leave pay. In special circumstances when doctor and dental appointments cannot be arranged during nonworking hours, employees may be eligible for sick leave pay.
8. A non-probationary employee who is absent from work in excess of the number of sick days accumulated will be placed on an unpaid health leave for a period not to exceed (12) months.

An eligible employee who is absent from work due to personal illness will be provided health insurance while using sick days accumulated. Once days are used, insurance will be terminated. In this event, employee would have the option of continuing insurance coverage by making monthly premium payments to the District for a period not to exceed three months unless a longer period is provided as an option by law.

ARTICLE 10. PAID LEAVE (continued)

9. The District may require a physician's statement verifying illness. Abuse of the sick leave is proper grounds for disciplinary action up to and including discharge.
- B. Sick and personal days shall not be prorated when changing to a position of fewer or greater hours.
- C. Employees will be provided funeral and bereavement leave days not deducted from sick leave accumulation as follows:
 1. Bereavement in the immediate family: A maximum of three (3) days per occurrence will be allowed for funerals in the family. Family is defined as husband, wife, child, brother, sister, brother-in-law, sister-in-law, mother, father and parent-in-law.

A maximum of two (2) days per occurrence will be allowed in the event of a funeral of the employees grandparents or grandchildren.
 2. Bereavement pay will not be provided during vacation periods, Christmas, Easter, etc.
- D. Leaves will not be granted for other employment.
- E. The Employer agrees that an employee absent from work due to a compensable injury will receive, in addition to Worker's Compensation, an amount sufficient to make up the difference between Worker's Compensation and his regular weekly income. Such differences will be deducted from the employee's sick leave accumulation. Upon exhaustion of the employee's sick leave accumulation, the employee will only be eligible for those amounts provided under the Act.
- F. Employees may be granted up to three (3) days per year to be deducted from their sick leave accumulation for personal business which cannot be done outside of work hours. Except in cases of emergency, requests for such leave must be submitted at least 48 hours prior to use. Personal leave time will not be paid for Friday or Monday before or after a holiday or to extend weekends or vacation time unless approved by the Superintendent. The denial of a request by the Superintendent shall not be subject to the grievance procedure.
- G. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active summer duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of emergency.
- H. An employee absent from work who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. An employee absent under this provision who is not empaneled shall report to work.
- I. Probationary employees will receive no paid leave days.

ARTICLE 11. UNPAID LEAVES

- A. Leaves of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the District upon written request from an employee who has been with the district at least (5) years.
- B. Written requests for leaves shall include the reason for the leave and the beginning and ending date of the leave.
- C. Upon expiration of an approved leave, employees will be considered for reinstatement to a vacancy to which he/she is qualified as determined by the district.
- D. If no position is available, the employee will be considered for return to work as if on layoff for a period not to exceed twelve (12) months.
- E. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee must supply the district with written notice of intent to return to work. Failure to supply such written notice will be considered a voluntary resignation.
- F. Employees on leave may submit a written request to terminate an approved leave early and the district may reinstate the employee prior to the approved termination date of the leave.
- G. Benefits will be terminated when on an unpaid leave. Employees will be provided the option of incurring their own monthly payments, provided the district's insurance carrier approves the individual request.

ARTICLE 12. BARGAINING UNIT WORK

- A. It is expressly recognized by the parties that the supervisory personnel, community volunteers and others such as the General Motors Job Bank may continue to perform bargaining unit work of the same kind and nature and to the same extent as has been done in the past. It is understood that other supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.
- B. The decision to subcontract bargaining unit work is reserved to the District. The District agrees to negotiate relative to the impact of such decisions, however, the negotiations will not delay the implementation of the decision.

ARTICLE 13. WORK SCHEDULES AND RELATED ISSUES

- A. The break and lunch periods for all employees are as follows:
1. Employees working at least 4 hours will receive (1) fifteen (15) minute break per day.
 2. Employees (excluding food service) working at least five (5) hours per day will receive a (30) minute lunch period.
 - a. The day shift custodians will receive a sixty (60) minute lunch period.
 - b. Employees (excluding food service) working at least six (6) hours per day will receive two (2) fifteen (15) minute breaks per day.
- B. Specific times for breaks and lunch periods will be arranged with the appropriate supervisor.
- C. In instances where the district elected to utilize regular employees to perform overtime or additional work beyond regular hours, such assignments shall be rotated as equally as possible on each shift within classifications. Overtime opportunities which arise in the custodial classification on weekends are rotated without regard to shift. Employees refusing overtime or extra work shall be considered as having accepted for purposes of equalizing.
- No employee will work more than forty (40) hours per week, especially in regard to employees working more than one regular job, unless approved in advance by the Superintendent of Schools.
- D. The following provisions shall apply on days when school is closed due to inclement weather:
1. School year employees (180 and 200 day employees) - the first two days that school is not in session will be compensated. Except as set forth below, all other closings will not be compensated for unless made up at a later date.
 - a. Subsequent to the first two days referenced above the following conditions will apply for school year employees: (Paraprofessionals & Secretaries).
 - (1.) In the event school is cancelled after the employee starting time for work, but before the scheduled starting time of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.
 - (2.) In instances where school is cancelled after the start of the student instructional day, the employee will complete any work as directed by supervision, after which time, the employee may be sent home for the remainder of the day.

Article 13. WORK SCHEDULES AND RELATED ISSUES (continued)

- (3.) In such instances, the employee will receive pay for the hours worked, but in no case, less than two (2) hours compensation. In instances where school is cancelled after 11:00 a.m. the employee shall be paid for a full days work.
 - 2. Subsequent to the first two days, employees will be compensated if the employee reports to work. The supervisor reserves the right to send employees home in the event he/she determines the weather makes automotive travel unsafe.
 - E. Should an employee be required to temporarily assume the duties of another employee for a period in excess of five (5) consecutive work days, the employee will receive the higher of the two rates, regular/temporary. After completion of the fifth (5th) consecutive day payment will be made retroactive to the first day of the temporary assignment.
 - F. Attendance at required meetings outside of regular work hours will be compensated at the employee's regular rate of pay.
- The annual food service pre-school bid meeting is not a required meeting and accordingly, food service personnel in attendance shall not receive pay.

ARTICLE 14. VACATIONS

- A. Custodians who are scheduled to work eight (8) hours per day for a full year (fifty-two weeks) will receive vacation pay in accordance with the following schedule:
 - 1. After completion of one (1) year - 1 week
 - 2. After completion of two (2) years - 2 weeks
 - 3. After completion of ten (10) years - 3 weeks
 - 4. After completion of fifteen (15) years - 4 weeks
- B. Vacation pay is based on an employee's regular hourly rate and regular scheduled work day excluding shift premium pay.
- C. Vacations must be taken during the summer months and requests for such time are subject to supervisory approval. Vacations can be taken during school year if supervisor is given 1 week notice and approves said request.
- D. Should a holiday fall during an approved vacation period, the vacation will be extended accordingly.
- E. Employees will not be eligible to receive pay in lieu of earned vacation time.

ARTICLE 15. HOLIDAYS

A. Full year employees (Twelve months)

New Year's Day	Christmas Eve Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day
July 4	New Year's Eve Day (effective 1991-92)

School-year employees (students in session)

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	New Year's Eve Day (effective 1991-92)

Employees working 2 weeks before and 2 weeks after school

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
	New Year's Eve Day (effective 1991-92)

- B. Employees shall be paid for holidays at their regular rate based on their regularly scheduled work day excluding shift premiums.
- C. An employee must work his last regularly scheduled day before and after a paid holiday to be eligible for holiday pay.
- D. Probationary employees shall not receive holiday pay.

ARTICLE 16. INSURANCE

- A. Any insurance program provided through the Board of Education is subject in all respects to the rules and regulations of any and all insurance carriers and/or administrators.
- B. The sole responsibility of the school District is to provide premium payments for the coverages specified herein. Any dispute regarding policy coverage or claim payments are a matter solely between the applicable insurance company and employee.
- C. Custodians, Cleaning Specialist, secretaries (H.S., M.S., E.S.) scheduled to work at least six (6) hours per day five (5) days per week in the following classifications shall be entitled to district paid insurance premiums toward the specified programs as follows:

Insurance benefits for H.S. Head Cook will cease when present cook retires (Josephine Cool) from the District.

ARTICLE 16. INSURANCE (continued)

Employees who are enrolled in health insurance plans through their spouse or another source may elect to receive the option of a \$100.00/month tax-sheltered annuity offered through the Board.

The District shall contribute premiums toward the following:

- Up to full family health insurance
- Long-term Disability
- Dental Insurance
- \$5,000 Term Life Insurance

- D. The Board will provide premiums toward the purchase of long-term disability and \$5,000 term life insurance for all employees not referenced above, provided the employee(s) are regularly scheduled to work at least ten (10) hours per week and provided insurance carrier will accept employees working fewer than four (4) hours per day.
- E. Employees scheduled to work at least twenty-five (25) hours per week may participate in the District's Blue Cross/Blue Shield group health insurance program by agreeing to payroll deductions of the current monthly premium (plus prorated premiums for the months of July and August). Deductions to be made from September through June to cover the months of September through August.
- F. Employees who are terminated or resign will lose insurance benefits effective with the date employment status is terminated.
- G. It is expressly understood that the District reserves the right to select and change insurance administrators and underwriters.

ARTICLE 17. PAY RELATED ISSUES

- A. Probationary employees receive 50 cents less per hour.
- B. Time and one half will be paid for all hours worked over forty (40) hours in a week. Days of absence (i.e. personal business days and sick leave) will count as hours worked for purposes of computing overtime.
- C. If the District elects to utilize regular food service employees for special events, employees will be paid at the rate set forth in Article 18.

ARTICLE 17. PAY RELATED ISSUES (continued)

- D. Employees regularly assigned to the second shift will receive a 5% shift differential.
- E. When a new job is created which falls within the bargaining unit, the District will notify the Union of the proposed classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and/or rate are proper, it shall be subject to negotiations. Negotiations if requested shall not serve to delay the posting and filling of the position.

In the event there is a dispute as to the inclusion of a position in the unit, the matter shall be referred to the Michigan Employment Relations Commission's procedures.

- F. Foodservice employees who work extra hours in connection with special events will receive an additional \$.50 above Head Cook wage for each additional hour worked.

Part-time custodians, who work extra hours on Saturday or Sunday in connection with special events will receive an additional \$2.00 on their hourly wage for additional hours worked.

ARTICLE 18. COMPENSATION

CLASSIFICATION	1994-95	1995-96
	July 1	July 1
Baker	8.93	9.15
Head Cook	9.35	9.58
Kitchen Assistant	8.55	8.76
Library Aides	9.01	9.24
Instructional Aides	8.76	8.98
Custodians	10.99	11.26
Secretaries (E.S., M.S., H.S.)	11.12	11.40
Playground Aide	9.28	9.51
Food Service Employees paid for after hours events	9.62	9.86

All hourly compensation will be increased by 1 cent per hour per employee's year(s) of service in the District.

The Union further recognizes that the Board carefully assesses employee attendance in making it's staffing decisions (i.e. promotions, etc.) and in employee performance appraisals.

ARTICLE 18. COMPENSATION (continued)

With the exception of employees who are discharged for reasonable and just cause (see Article 5), employees who have served five (5) or more continuous years of service to the district since the employees last date of hire, who resign or otherwise severs employment (death, permanent layoff or disability) will be paid off at a current rate of pay for accumulated sick leave in conjunction with the following formula:

Sick Leave Accumulated	Percent of Daily Rate
0 - 29	45
30 - 43	50
44 - 57	55
58 - 71	60
72 - 85	65
86 - 99	70
100+	75

All days earned and on record on June 30, 1994, will be paid at the former 75% standard, provided these days are on record at the time a qualified employee severs employment with the district.

ARTICLE 19. SEVERABILITY

If any provisions of the 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, but 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 relation of the parties hereunder.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 21. COMMUNICATIONS AND AMENDMENTS TO THE AGREEMENT

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, 1997. The wages set forth in Article 18 will be paid retroactive to July 1, 1994. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1, 1997.

The hourly rates in Article 18 and not more than 4 other articles will be subject to renegotiation by either party provided notice is given by May 1, 1997.

In order to foster increased communications between the Union leadership and the Administration, the parties agree, that for the duration of the 1994-95 successor contract, that representatives of the parties will meet bi-monthly (September to June), at the request of either party, to discuss contract matters and other related issues within the work place. This excludes Article 18, Compensation Issues.

The meeting(s) will be co-chaired by the Superintendent and the Union Chapter Chairperson. At least one (1) week in advance of the meeting, the co-chairs will develop an agenda.

These meetings are not intended to serve to bypass the grievance procedure, nor to extend the timelines for filling a grievance, absent written mutual agreement between the parties.

Unless agreed to the contrary by the co-chairs, attendance at the meetings will be limited to three (3) persons from each party. Meetings conducted during work hours, will not result in a loss of pay.

In the event the parties mutually agree to alter an existing condition of the contract, established procedure, or negotiate new provisions into the agreement, the amendments and/or additions will be subject to the parties ratification procedures.

Length of Contract - 2 years.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the Chapter Chairperson with a copy to Michigan Council 25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, MI 48906; and if to the Employer, to Byron Area Schools, 312 W. Maple Avenue, Byron, MI 48418, or to any such address as the Union or the Employer may make available to each other.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before May 1, on any subsequent contract anniversary date.

ARTICLE 21. COMMUNICATIONS AND AMENDMENTS TO THE AGREEMENT (continued)

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY

[Signature]
President of the Board
[Signature]
Vice President
[Signature]
Secretary
[Signature]
Treasurer
[Signature]
Trustee
[Signature]
Trustee
[Signature]
Trustee

BY

[Signature]
Chapter Chairperson

Bargainin Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Bargaining Committee

Letter of Agreement

Between

Byron Area Schools

and

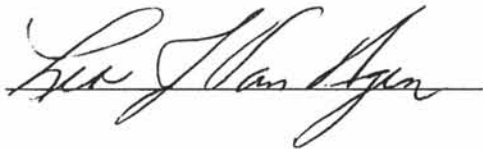
Local 1059, AFSCME, AFL-CIO

It is hereby understood and agreed between the above named parties as follows:

1. Where the term "Aide" appears in the contract, it shall be considered as "Paraprofessional" employees.
2. Article 10, Section A, Subsection 5 is amended to define immediate family as spouse, child, or parent, and remove "residing in the household."
3. Article 15, Section C is amended to comply with Article 10, Section A, Subsection 6.

Dates this 27th day of August, 1994.

For the Employer



For the Union

