

OSCODA AREA SCHOOLS

Oscoda, Michigan

CONTRACT AGREEMENT

July 1, 1993 through June 30, 1996

Oscoda Area Schools

Oscoda Board of Education

and

Local 1545, Chapter A, Council 25

American Federation of

State, County and Municipal Employees

TABLE OF CONTENTS

	<u>Page</u>
<u>Article I:</u> Agreement.....	1
A. Duration of Agreement.....	1
B. School Board's Authority.....	1
C. This Document is Full and Complete.....	1
D. Memorandums of Understanding.....	1
E. Headings and Exhibits.....	1
F. No Strike Pledge.....	1
G. Waiver Clause.....	1
<u>Article II:</u> Purpose and Intent of This Agreement.....	2
A. General Purpose.....	2
B. General Intent.....	2
<u>Article III:</u> Recognition and Dues.....	2
A. Recognition.....	2
B. Dues.....	4
<i>Temporary Employee (pg 3)</i>	
<u>Article IV:</u> Agency Shop.....	5
A. Continued Employment for existing Members.....	5
B. Continued Employment for New Members.....	5
C. Membership Requirement.....	5
D. Late Dues.....	5
E. Notification of Ineligibility.....	5
F. Continued Employment for Exemptions.....	5
<u>Article V:</u> Union Rights.....	6
A. Visiting Union Representatives.....	6
B. Availability of Union Stewards.....	6
C. Availability of Employee Records.....	6
D. Union Bulletin Boards.....	7
E. Representation.....	7
<i>Reprimands</i>	
F. Decision of Employer.....	7
G. Round Table.....	7
H. Use of School Facilities.....	7
<u>Article VI:</u> Employer Rights.....	8
A. To Control and Direct It's Employees.....	8
B. Board Policy.....	8
C. School Calendar.....	8
D. <u>Snow Day Make-up</u>	8
E. Resignations.....	8
F. Loss of Contractual Rights.....	8
<u>Article VII:</u> Work Done By Supervisors.....	8

TABLE OF CONTENTS (con't)

	<u>Page</u>
<u>Article III:</u> Discharge.....	8
A. Notice of Discharge.....	8
B. Availability of Representation.....	8
C. Availability of a Discussion Room.....	8
D. Discussion With Employer.....	9
E. Steps to Appeal a Discharge.....	9
F. Exemption from Discharge for Union Activities	9
G. Discharge by use of Past Record.....	9
H. Right to Grieve a Discharge.....	9
 <u>Article IX:</u> Grievance Procedure.....	 9
A. Grievance.....	9
B. Procedure.....	10
 <u>Article X:</u> Seniority.....	 13
A. Seniority.....	13
B. Layoff and Recall Procedures.....	13
C. Transfers.....	16
D. Promotions.....	16
E. Loss of Seniority.....	17
F. Temporary Assignments.....	17
 <u>Article XI:</u> Working Conditions.....	 18
A. Paraprofessionals.....	18
B. Custodial and Mechanical and Grounds....	19
C. Dietary.....	20
D. Transportation.....	21
E. All Classifications.....	28
 <u>Article XII:</u> Benefits.....	 31
A. Leave of Absence.....	31
B. Sick Leave.....	34
C. Sick Leave Bank.....	36
D. Personal Leave.....	38
E. Jury Duty.....	39
F. Vacation Leave.....	40
G. Holidays.....	41
H. Hospitalization.....	42
I. Life Insurance.....	43
J. Worker's Compensation.....	43
K. Uniforms.....	44
L. Pensions.....	44
M. Old Age Survivor's Insurance.....	44

*Act of God
Supp pg 30*

*Schedule
of Payment
pg 29*

*Physical
& TB tests
pg #31*

TABLE OF CONTENTS (con't)

	<u>Page</u>
<u>Article XIII:</u> Negotiation Procedures.....	44
<u>Article XIV:</u> Contracting & Subcontracting of Work....	45
<u>Appendix A:</u> Signature- Page.....	46
<u>Appendix B:</u> Salary Schedule.....	47
<u>Appendix C:</u> Official Grievance Form.....	49
<u>Appendix D:</u> Self Management Effort.....	52
<u>Appendix E:</u> Letter of Understanding - Dietary.....	53
<u>Appendix F:</u> Maint./Custodial Self Management.....	57
<u>Appendix G:</u> Transportation Memorandum of Understanding	58

ARTICLE I: AGREEMENT

- A. Oscoda Local #1545, of Michigan Council #25, of the American Federation of State, County and Municipal Employees (AFSCME), of the AFL-CIO (hereinafter referred to as the UNION) and the Board of Education of the Oscoda Area Schools (hereinafter referred to as the EMPLOYER), do hereby enter into this agreement, on the first (1st) day of JULY in the year of 1993, and shall remain subject to this agreement until its expiration on the thirtieth (30th) day of JUNE in the year of 1996.
- B. The employer has no legal right to relinquish its statutory authority or to subvert it to any other organization not elected by the people of the Oscoda Area School District.
- C. Both parties concur that this agreement contains a full and complete documentation of understandings between employer and union, and that any prior, oral or written, agreements or practices shall be superseded by the terms of this agreement.
- D. It is further agreed, that no oral or written agreements or practices shall be recognized, for the duration of this agreement, unless they are reduced to writing and signed by two (2) representatives of both parties.
- E. It is agreed that the headings and exhibits used in this agreement neither add to, nor detract from, its meaning, but shall be used for reference only.
- F. No Strike Pledge:
 - 1. The union and the employer shall recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy.
 - 2. The union and the employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of school programs.
 - 3. Therefore, the union agrees that its officers, representatives, and members, shall not authorize, instigate, cause, aid, encourage, ratify, or condone a strike.
 - 4. The union further agrees that no employee covered by this agreement shall take part in any strike, slow down or stoppage of work, boycott, picketing, or other interruption of activities against the school system.
- G. Waiver Clause:
 - 1. The union and the employer acknowledge the fact that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

2. The parties further acknowledge that the understandings and agreements made during negotiations are fully set forth in this agreement.
3. Therefore, the union and the employer each voluntarily and unqualifiedly waives the right to bargain collectively, and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered by this agreement.

ARTICLE II: PURPOSE AND INTENT OF THIS AGREEMENT

- A. The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the employer and employees.
- B. The general intent of this agreement is to encourage to the fullest degree, within these bounds, friendly and cooperative relations between the respective representatives among the classified employees, subsequently designated in this agreement.

ARTICLE III: RECOGNITION AND DUES

A. Recognition:

1. The employer hereby agrees to recognize the union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all non-professional employees, with the exception of secretaries and supervisors, as defined in Public Acts of 1947: PA-336, Sec. II and amended by Public Acts of 1965: PA-379.

2. The union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as set forth in this agreement.

Exception: reprimanded, transferred, or discharged employees for other than union activity.

3. Classifications: The employer shall recognize the five (5) following classifications of employees.

- a. Educational, Special Educational, Chapter, and B-4 Pre-School Employees shall be one (1) classification known as PARAPROFESSIONALS. *add*
- b. Maintenance Workers and Custodians shall be sub-classifications of one (1) classification known as CUSTODIAL.
- c. KITCHEN EMPLOYEES and Laundry Workers shall be sub-classification of one (1) classification known as DIETARY.
- d. Mechanics shall be one (1) classification known as MECHANICAL.

- e. Bus Drivers shall be one (1) classification known as TRANSPORTATION.
- f. Newly Created Positions:
 - (1) The union shall be notified of any newly created positions that would meet the specifications set forth in this agreement.
 - (2) Such positions shall be assigned to an existing classification or new classification.
 - (3) Should the union disagree with the assignments it shall become a matter for Step 2 of the grievance procedure.
 - (4) When an agreement is reached by both parties of an assignment or a grievance concerning an assignment is settled, it shall be signed by both parties and become an addendum to this agreement.
- 4. Union Representatives:
 - a. The employer agrees to recognize the following officers, stewards and alternate stewards as representatives of the local union:
 - (1) President
 - (2) Vice-President
 - (3) Recording Secretary
 - (4) Secretary/Treasurer
 - (5) Steward in each classification
 - (6) Alternate Steward in each classification
 - b. The union shall keep the employer informed, in writing, as to the names of officers, stewards and alternate stewards and their classifications at the beginning of each school year or upon any change.
 - c. The employer shall not be expected to recognize a representative of the union until notified in writing as to their office and classification in the union.
- 5. Employee Hiring: Employees shall be hired, and there shall be no discrimination in upgrading, demoting or transferring, as to race, creed, color, national origin, sex, political party, or union affiliation.
- 6. Temporary Employee: Persons hired for a short term, for specific jobs, to do work not primarily or normally being done by members of this union, with no intention on the part of either the person/s hired or the employer of continuing the employment beyond a maximum of ninety (90) calendar days, shall not come under the union contract with respect to rates of pay, hours of work, or other conditions of employment.

7. Aid to Other Unions:

- a. The employer shall not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining on behalf of Oscoda Local 1545.
 - b. The employer shall not make any agreement with any such group or organization for the purpose of undermining the "union".
8. The employer agrees to recognize two (2) types of employees as follows:
- a. Term employees: Employees whose job is less than twelve (12) months per year. (ie. while school is in session)
 - b. Year-round employees: Employees whose job is twelve (12) months per year.

B. Dues:

1. Employees paying initial union dues and members paying monthly union dues shall use payroll deduction for the duration of this agreement.
2. The employer agrees to deduct union membership dues, levied by the union, through payroll deduction for any employee who has authorized the payroll deduction of union dues.
3. The union agrees to provide the employees with payroll deduction forms to be filled out and delivered to the employer.
4. The employer agrees to use the payroll deduction forms provided by the union.
5. The union agrees to keep the employer informed, in writing, as to any changes in the amount of the monthly union dues as set forth by the executive committee of the local union.
6. Authorization for payroll deduction of union dues shall be effective on the date the authorization for payroll deduction card is signed and shall be deducted from the last pay of each month thereafter.
7. Remittance of deducted dues by the employer to Oscoda Local 1545:
 - a. All deduction of union dues for any calendar month shall be deposited directly into the Oscoda Local 1545's account at the Iosco School Employees Credit Union on the payday or the following regularly scheduled working day after the deductions are made.
 - b. A list of all active members and the amount each had deducted for union dues shall be remitted to the designated financial officer of the local union each month on the payday or the following regularly scheduled working day after the deductions are made.

8. Employees who no longer work under the coverage of this agreement, due to transfer out of the bargaining unit or termination of employment, shall cease to be enrolled in the payroll deduction of union dues, immediately following the month in which the employee is no longer a member of the bargaining unit.
9. Any dispute arising as to an employee's membership in the union shall be reviewed by the designated representative of both the employer and the union. If the matter is still unresolved, then it shall be a matter for Step 3 of the grievance procedure.
10. The union shall indemnify the board and hold it harmless against loss or claims for damages resulting from the payment to the union of any sums authorized to be deducted under this Article.
11. In the event any action or claim is commenced against the board, to recover any sums authorized to be deducted under this Article, the union shall intervene and defend against such action or claim.

ARTICLE IV: AGENCY SHOP

- A. Employees, who are members of the union and are covered by this agreement at the time it becomes effective, shall be required, as a condition of continued employment, to continue membership in the union for the duration of this agreement.
- B. Persons employed by this employer, on or after the day that this agreement takes effect and are covered by this agreement, shall be required as a condition of continued employment, to become members of the union, for the duration of this agreement, on or before thirty (30) calendar days of their employment.
- C. Any employee who shall tender periodic dues uniformly required as a condition for acquiring and/or maintaining membership in the union shall meet the membership conditions set forth in this agreement.
- D. Any employee who is sixty (60) or more calendar days in arrears in payment of union dues, or fails to file a payroll deduction for said dues within thirty (30) calendar days from the date of hire shall lose their membership status with this union and the requirement for continued employment.
- E. The employer shall be notified in writing of any employee who is in violation of conditions for continued employment.

Exceptions:

Employees who are not members of the union hired before July 1, 1968.

F. Conditions of Continued Employment for Exceptions:

1. These employees shall pay a representation fee, to the union, equivalent to the amount paid by employees doing similar work in the union, each month, to be set aside, to be used as an educational fund. (The educational fund shall be administered at the discretion of the union.)
2. These employees shall use a payroll deduction for these funds, and

they shall be handled, by the employer, in the same manner as union dues.

3. These employees shall be enrolled in payroll deduction no later than the tenth (10th) regularly scheduled working day of this agreement and shall remain enrolled for the duration of this agreement.

ARTICLE V: UNION RIGHTS

A. Concerning authorized representatives of the union visiting the premises of the employer:

1. Any authorized representative of the union shall be permitted to visit the premises of the employer, at all reasonable hours, for the purpose of transacting union business.
2. Any authorized representative of the union, visiting the premises of the employer, shall first inform the superintendent of schools or his/her designee that they shall be on the premises and where they shall be.

B. Concerning local union representatives availability to transact union business:

1. Local union PRESIDENT, STEWARD AND/OR ALTERNATE, as defined in this agreement, shall be allowed reasonable time off from work, without loss of time or pay, in the handling and adjusting of grievances on the premises of the employer.
2. No local PRESIDENT, STEWARD AND/OR ALTERNATE, shall leave their position to fulfill their role, without first obtaining permission from their supervisor/building principal and informing them as to the purpose and probable duration of the absence.

C. Concerning the availability of the employers payroll and employment records:

1. Upon demand, and when the purpose of demand is made in writing, the employer's payroll and employment records shall be made available to any authorized union representative in connection with the enforcement and carrying out of the terms and provisions of this agreement.
2. Any employee, who is covered by this agreement, shall have the right to review their own personnel file after submitting a written request to the Director of Instruction and Personnel of their intent.
3. All records demanded shall be reviewed with the supervision of an employee of the school who is regularly employed in the office in which the records are kept.
4. No record shall be removed from the area in which they are housed.
5. The employer agrees to keep the union informed as to the location of all files kept on employees covered by this agreement.

*Part
Practice
24-hr.
notice
of request*

D. Concerning union bulletin boards:

1. The employer shall place a bulletin board in a conspicuous place, in the employee's service area, for their convenience.
2. These bulletin boards shall be used and maintained by the classification steward or their designee for the purpose of posting notices of the following types only:
 - a. Recreational and Social Events.
 - b. Nominations and Elections Results.
 - c. Regular and Special Meetings.
 - d. General Union Information.

E. Concerning representation during reprimands:

1. When an employee covered by this agreement is informed that there shall be a verbal or written reprimand, they shall be given the opportunity of union representation during the issuance of said reprimand.
2. The employer agrees not to issue a reprimand until opportunity is given to the UNION PRESIDENT, classification steward/alternate to be present to witness the issuance of the reprimand.

F. Concerning any decision made by the employer:

Any decision made by the employer that is contrary to provisions of this s agreement shall be subject to the grievance procedure.

*New
wording*

G. Concerning a Round Table Committee:

1. For the duration of this agreement there shall be a Round Table Committee comprised of any employee or group of employees covered by this agreement and the superintendent of schools.
2. This round table committee shall meet once monthly while school is in session.

H. Concerning the Use of School Facilities:

1. The union shall have the right to use school facilities and equipment, upon written application, including typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment, at reasonable times, when such facilities and equipment are not in use.
2. The regular school policy application form shall be provided by the employer to the union for permission to use school property.
3. The union shall be financially responsible for all supplies and materials used while utilizing school facilities and equipment.

ARTICLE VI: EMPLOYER RIGHTS

- A. The employer shall have the exclusive right to control and direct its employees. This right shall include, among other things, the right to hire, promote, layoff, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments, and direct and control its operations, provided the union is given the opportunity to use the grievance procedure concerning any decision made by the employer, which may be contrary or in violation of this agreement.
- B. All items of written board policy, not in conflict with the terms of this agreement, shall remain in full force and effect.
- C. The employer reserves the right to modify or expand the school calendar to achieve a minimum number of days and hours necessary to comply with the Michigan Department of Education or State of Michigan requirements to achieve full state aid. Any modifications to the calendar shall occur only after good faith bargaining with the union to attempt to reach an agreement as to the modifications and economics.
- D. If the State of Michigan should require that all school districts must make up, day-for-day, all snow days or Act of God Days (HB5238), those days would be added to the calendar at no cost to the district, provided the paraprofessionals, dietary, and transportation employees are notified early enough, through the current call system, to prevent them from traveling on hazardous roads.
- E. Resignations:
 - 1. Employees covered by this agreement shall give the employer at least ten (10) regularly scheduled working days notice of intent to resign their position.
 - 2. Failure to meet this time limit shall mean forfeiture of all accrued contractual benefits and privileges.

2 wk. notice

ARTICLE VII: WORK DONE BY SUPERVISORS

Supervisory employees shall perform supervisory duties. They shall not perform work other than normally and previously performed by them during regular hours, except in cases of emergencies.

ARTICLE VIII: DISCHARGE

- A. Notice of Discharge:

The UNION PRESIDENT, appropriate classification steward/alternate shall be promptly notified by the employer, of the discharge of any employee giving the nature of the discharge and the employee's name and job assignment.
- B. The discharged employee shall be allowed to meet and discuss with the UNION PRESIDENT, appropriate classification steward/alternate the nature of the discharge, before being required to leave the employers premises.
- C. Upon request, the employer shall make available a room in which the

discharged employee and the UNION PRESIDENT, appropriate classification steward/alternate may discuss, in private, the circumstances of the discharge.

- D. Upon request, the employer or his/her designee, shall discuss the nature of and reasons for the discharge with the discharged employee and the union PRESIDENT, APPROPRIATE CLASSIFICATION STEWARD/OR ALTERNATE.

E. Steps to Appeal a Discharge:

1. STEP 1: Should the discharged employee or union PRESIDENT, CLASSIFICATION STEWARD/OR ALTERNATE consider the discharge improper, a complaint shall be submitted, in writing, in triplicate, through the union PRESIDENT, CLASSIFICATION STEWARD/OR ALTERNATE, to the superintendent of schools within two (2) regularly scheduled working days of the discharge. *2 days (working days)*
2. STEP 2: The employer shall review the complaint on the discharge and give an answer to the UNION PRESIDENT, CLASSIFICATION STEWARD/OR ALTERNATE within two (2) regularly scheduled working days after receipt of the complaint. *2 days (working days)*
3. STEP 3: If the answer given from the employer is not satisfactory to the employee or the union PRESIDENT, CLASSIFICATION STEWARD/OR ALTERNATE then the matter shall be referred to Step 3 of the grievance procedure and all papers shall be given to the appropriate union official.

- F. The employer agrees not to discriminate or discharge any union member because of their participation in union activities.

- G. Discharge By Use of Past Record: The employer agrees not to discharge an employee due to falsification of their employment application after a period of two (2) years from the date of hire.

Exception: When said falsification fails to reveal convictions of a criminal morals charge at any time prior to the employee's date of hire.

- H. No employee covered under this agreement shall be disciplined, reprimanded, discharged, reduced in rank or compensation, or be deprived of any professional advantage without just cause. Any such discipline, reprimand, discharge, or reduction in rank, compensation, or advantage, including adverse evaluation of an employee's performance by the employer or its representative, shall be subject to the grievance procedure found in this agreement.

ARTICLE IX: GRIEVANCE PROCEDURE

A. Grievance:

1. Definition: "Grievance" shall be defined as an official complaint by an employee, covered by this agreement, that there has been, to the employee or union, a violation, misinterpretation, or inequitable application of a specific provision or provisions of this agreement.

2. All grievances shall be filed on the grievance form found in Appendix C and shall contain the following information:
 - a. Article number or numbers that has or have been violated, misinterpreted, or inequitably applied.
 - b. A statement of the facts upon which the grievance is based.
 - c. A resolution.
3. In the event an employee feels grounds for a grievance has taken place the employee may request the assistance of local union representation in the form of any recognized union representative to assist in the discussion, investigation, and possible drafting of an official grievance.
4. Upon the notification of a request for assistance the employer agrees to notify and make available any recognized union representative requested at no loss of time or pay to the representative.
5. The employer agrees that upon arrival of the requested union representative a private room, and reasonable time to discuss the grievance, shall be made available and shall result in no loss of time or pay to the employees involved.
6. All such meetings shall be held at the convenience of both parties in accordance with this agreement concerning local union representatives availability to transact union business.
7. The local union president or his/her representative shall be given reasonable time-off from work without loss of time or pay to investigate a grievance to be discussed with the employer throughout the grievance procedure.
8. The aggrieved employee and any appropriate union representative recognized by the employer shall be given time-off from work, with no loss of time or pay, to discuss the decision presented by the employer throughout the grievance procedure.

B. Procedure:

1. If an employee, covered by this agreement, has a grievance, according to the provisions set forth in this agreement, and has discussed the grievance with the appropriate local union representative, the grievance shall be a matter for Step 1 of the grievance procedure.
2. Step 1: Immediate Supervisor/Principal
 - a. The aggrieved employee and appropriate local union representative shall file the grievance form, found in Appendix C, with the immediate supervisor/principal within ten (10) regularly scheduled working days from the date of the circumstances which gave cause to the grievance.

Exception:

In the case of a monetary grievance the time limit shall be set at thirty (30) calendar days from the date of the circumstances which directly to Step 2 of the grievance procedure.

- b. The grievance shall be typewritten and filed in triplicate on the official grievance form found in Appendix C.
 - c. The grievance shall be signed by the aggrieved employee, dated, and hand-carried to the immediate Supervisor/Principal within the allotted time frame.
 - d. The immediate Supervisor/Principal shall present to the appropriate local union representative, within ten (10) regularly scheduled working days from the date that the grievance is received, the original grievance and one (1) copy, with a signed and dated typewritten decision on each.
 - e. If either the aggrieved employee or the appropriate local union representative is dissatisfied with the decision from the immediate Supervisor/Principal the grievance shall be a matter for Step 2 of the grievance procedure.
3. Step 2: Superintendent of Schools
- a. The President of the local union, or his/her designee, shall hand deliver all three (3) copies of the grievance from step 1 or any grievance introduced at this step, to the Superintendent of Schools, or his/her designee, within five (5) regularly scheduled working days from the date the decision from the immediate Supervisor/Principal is received.
 - b. The Superintendent of Schools, or his/her designee, shall present to the President of the local union or his/her designee, within five (5) regularly scheduled working days from the date that the grievance is received, the original grievance and one (1) copy, with a signed and dated typewritten decision on each.
 - c. If the President of the local union or his/her designee, the aggrieved employee, or the appropriate local union representative are not satisfied with the decision of the Superintendent of Schools, or his/her designee, then the grievance shall be a matter for Step 3 of the grievance procedure.
4. Step 3: Appeal PROCEDURE
- a. IF THE ANSWER AT STEP 2 IS NOT SATISFACTORY, AND THE UNION WISHES TO CARRY IT FURTHER, THE LOCAL PRESIDENT SHALL REFER THE MATTER TO COUNCIL #25.
 - b. IN THE EVENT COUNCIL #25 WISHES TO CARRY THE MATTER FURTHER, THE COUNCIL #25 REPRESENTATIVE SHALL, WITHIN TEN (10) WORKING DAYS FROM THE DATE OF SUPERINTENDENT'S ANSWER AT STEP 2. CONTACT THE SUPERINTENDENT OR THEIR DESIGNATED REPRESENTATIVE TO ARRANGE A MEETING BETWEEN THE UNION AND THE EMPLOYER, FOR THE PURPOSE OF ATTEMPTING TO RESOLVE THE DISPUTE(S). FOR THE PURPOSE OF THIS SECTION THE UNION SHALL CONSIST AT THE MINIMUM, THE GRIEVANT, LOCAL PRESIDENT, STEWARD AND COUNCIL 25 REPRESENTATIVE. THE EMPLOYER SHALL

CONSIST OF THE SUPERINTENDENT OR HIS DESIGNATED REPRESENTATIVE AND UP TO THREE (3) ADDITIONAL REPRESENTATIVES OF THE EMPLOYER. IF EITHER SIDE DESIRES ADDITIONAL REPRESENTATION IT SHALL BE BY MUTUAL AGREEMENT OF THE PARTIES.

- c. THE SUPERINTENDENT OR HIS DESIGNATED REPRESENTATIVE SHALL THEN GIVE HIS DECISION IN WRITING TO THE LOCAL PRESIDENT AND THE COUNCIL 25 REPRESENTATIVE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE STEP 3 MEETING.

5. Step 4: Arbitration

- a. IF THE GRIEVANCE IS NOT ABLE TO BE SETTLED BY THE SUPERINTENDENT'S ANSWER AT STEP 3, THEN WITHIN TWENTY-FIVE (25) CALENDAR DAYS FROM THE DATE OF THE SUPERINTENDENT'S ANSWER THE GRIEVANCE MUST BE SUBMITTED TO ARBITRATION.
- b. ARBITRATION SHALL BE INVOKED BY WRITTEN NOTICE TO THE OTHER PARTY OF THE INTENTION TO ARBITRATE. IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN THE TEN (10) WORKING DAYS OF SUCH NOTICE, THE PARTY DESIRING ARBITRATION SHALL REFER THE MATTER TO THE AMERICAN ARBITRATION ASSOCIATION FOR THE SELECTION OF AN IMPARTIAL ARBITRATOR.
- c. The Limitations of the Arbitrator:
 - (1) The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in this agreement or disputed facts upon which the application of the agreement depends.
 - (2) The arbitrator shall not have the authority, and shall not consider it their function, to include the decision of any issue not submitted or to so interpret and apply this agreement as to change, what can fairly be said to have been, the intent of the parties as determined by generally accepted contract construction.
 - (3) The arbitrator shall not give any decision which, in practical or in actual effects, modifies, revises, detracts from, or adds to any of the terms and provisions set forth in this agreement.
 - (4) This Agreement constitutes a contract between the parties and shall be interpreted and applied, by both parties and the arbitrator, in the same manner as other collective bargaining agreements.
- d. The arbitrator after investigating the unresolved grievance and discussing the grievance with the PARTIES shall reduce to writing, typewritten, in duplicate, signed, and dated a decision, one (1) becoming the property of the employer and (1) becoming the property of the union.
- e. To the extent the laws of the State of Michigan permit, it is agreed, by both parties, that any arbitrator's decision shall

be final and binding on the union, its members, the aggrieved employee or employees, and the employer. This decision shall not be appealed by either party.

- f. The union agrees to discourage any attempt by its members, nor shall it encourage or cooperate with any member, to appeal, to any court or labor board, any decision given by an arbitrator.
- g. The employer agrees to discourage any attempt by its representatives, nor shall it encourage or cooperate with any representatives, to appeal, to any court or labor board, any decision given by an arbitrator.
- h. Cost of Arbitration:
 - (1) The fees and expenses of the arbitrator shall be shared equally between the union and the employer.
 - (2) Any other expense incurred shall be paid by the party which incurred them.

6. Withdrawal of Grievances:

- a. A grievance may be withdrawn without prejudice.
- b. A grievance that is withdrawn without prejudice shall carry no financial liability.
- c. If a grievance is reinstated, after being withdrawn without prejudice, the financial liability shall date, only, from the date of reinstatement.
- d. If a grievance is not reinstated within thirty (30) calendar days, from the date of withdrawal, it shall not be allowed to be reinstated and considered resolved.
- e. When there is more than (1) grievance covering similar issues, all the grievances except one (1) may be withdrawn without prejudice, pending the disposition of the appeal of a representative case. In such an event, the withdrawal without prejudice shall not affect financial liability.
- f. Any grievance may be withdrawn at any time by the aggrieved employee during steps 1 and 2.
- g. After notification to appeal a grievance to STEP 3 the grievance shall not be withdrawn, by either party, except by mutual consent.
- h. Any grievance not initiated or taken to the next step or answered within the contractual time limits, shall be considered settled.

ARTICLE X: SENIORITY

A. Seniority:

- 1. Seniority Rule: The employer agrees to recognize seniority in specified job classifications and that employees in specified

job classifications shall be promoted, laid off, and recalled to work, according to length of service, from the date they are employed in that classification.

2. New employees hired in the school system shall be considered as probationary for the first sixty (60) regularly scheduled working days of employment. When an employee completes the probationary period, his/her name shall be entered on the seniority list for the classification in which he/she is employed, and he/she shall rank for seniority for the sixty (60) regularly scheduled working days prior to completing the probationary period.
3. The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in this agreement, except reprimanded, transferred, or discharged employees for other than union activity.
4. The seniority list, on the date of this agreement, shall show the names of all employees of the school system who are entitled to seniority.
5. The employer shall keep the seniority list up-to-date at all times and shall provide the local union with up-to-date copies at least every six (6) months on the request of the union.

B. Layoff and Recall Procedures:

1. Layoff Procedure:

- a. Definition: "Layoff" shall be defined as a reduction in the work force during the employee's regular term of employment.
- b. In the event it becomes necessary for a reduction in the work force covered by this agreement the employer shall notify and confer with the officials of the local union as to the implication and implementation of said reduction. IN THE EVENT A BUILDING IS CLOSED, EMPLOYEES IN THAT BUILDING SHALL BE ALLOWED TO BUMP WHERE THEIR SENIORITY ALLOWS.
- c. The following procedure shall be mandatory for all layoffs:
 - (1) Probationary employees shall be laid off first in inverse order of their date of hire in their classification.
 - (2) Seniority employees shall be laid off in inverse order of their date of hire in their classification and sub-classification.

Exception: Employees laid off as a result of this provision may bump lesser seniority employees in a formerly held classification by using their original date of hire in the district.

- (3) Officers and stewards of the local union shall, in the

21.28.31
1.2.3.4.
7.8.9. 2/28/10/1

event of a layoff, continue working at all times, provided they can perform the work available in their classification.

- (4) Employees being laid off shall be given at least ten (10) regularly scheduled working days notice of layoff IN WRITING.
- (5) The employer shall deliver to the secretary-treasurer AND PRESIDENT of the local union a list of the employees being laid off on the same date as the notices are issued to the employees.

2. Recall Procedure:

- a. Definition: "Recall" shall be defined as a request to return to work given by the employer to seniority and probationary employees who are laid off.
- b. In the event the employer becomes able to recall employees covered by this agreement the employer shall notify and confer with the officials of the local union as to the implication and implementation of said recall.
- c. The following procedure shall be mandatory for all recalls:

- (1) When the working force is increased after a layoff, employees shall be recalled back to work according to their date of hire in their classification and sub-classification.
- (2) Notice of recall shall be sent to the employee at their last known address, by registered or certified mail.

Note: It is the responsibility of the employee to notify the employer of any changes in address.

- (3) If an employee who is recalled fails to report to work within ten (10) regularly scheduled working days from the date of receipt of the notice of recall or is unable to be located at the last known address they shall be considered a "quit" and shall forfeit all accrued contractual benefits.
- (4) Employees who are laid off shall remain on the call-back list for a period of time equal to their previous employment.

3. Notification by term employees of their intention of returning to work each school year:

- a. Each year it shall be the responsibility of term employees to notify the employer, prior to fifteen (15) calendar days from the first (1st) day of school, of their intention to return to work.

- b. Each year it shall be the responsibility of the employer, before the last day school is in session, to provide a form for each employee to indicate their intentions of returning to work for the following school year.
- c. Failure to comply on the part of the employee shall cause the employee to be considered a "quit", and they shall forfeit all accrued contractual benefits.
- d. Each year the employer shall supply each employee covered by this agreement with the school starting dates.

C. Transfers:

- 1. Definition: "Transfer" shall be defined as a change from one (1) job assignment to another which does not change the employee's classification or sub-classification, or a change to a position outside the bargaining unit, but in the school system.
- 2. In-classification:
 - a. Employees may request a transfer to another job assignment within their classification and sub-classification when there is an opening.
 - b. Such transfers shall be subject to the Seniority Rule only.
- 3. Outside of the Bargaining Unit:
 - a. If an employee transfers outside of the bargaining unit, but in the school system, for a period of time not to exceed, but to include, sixty (60) calendar days and then returns to the bargaining unit, the following shall be awarded the employee:
 - 1) Seniority while in the position outside the bargaining unit.
 - 2) No effect on the accrued contractual benefits.
 - 3) They shall return to the assignment they held at the time of the transfer.
 - b. On the other hand, if an employee transfer outside of the bargaining unit, but in the school system, and remains past the sixty (60) calendar day time limit all the employee's contractual benefits shall remain frozen in this bargaining unit from the time the employee started the new position, as long as the employee remains with the school system.

D. Promotions:

- 1. Definition: "Promotion" shall be defined as a change to another classification that offers a higher paying job, a job that offers more hours.
- 2. THE SENIOR EMPLOYEE WHO MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF

LETTER OF AGREEMENT

BETWEEN

OSCODA AREA SCHOOLS BOARD OF EDUCATION

AND

OSCODA AREA SCHOOL EMPLOYEE'S
LOCAL 1545 MICHIGAN COUNCIL 25 AFSCME, AFL-CIO

RE: ARTICLE XI SENIORITY, D. Promotions: #3 &
APPENDIX B SALARY SCHEDULES

*Not new to district
New to job
All employees must
be working in
district*

It is hereby mutually agreed to modify as follows the above noted section of the Master Agreement.

Promotions #3

3. The employee awarded the position shall be allowed a trial period of forty (40) regularly scheduled working days before being assigned permanently to that position and to determine:
- His/Her desire to remain on the job.
 - His/Her ability to perform the job.
- During the forty (40) day trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and their Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.

APPENDIX B SALARY SCHEDULE.

CUSTODIAL	40 DAY TRIAL PERIOD	(HOURLY)	9.54
DIETARY	40 DAY TRIAL PERIOD	(HOURLY)	7.06
PARAPROFESSIONAL	40 DAY TRIAL PERIOD	(HOURLY)	6.65

FOR THE UNION

FOR THE BOARD OF EDUCATION

DATED _____ 1993

*Approved
12/15/93*

*HAS BEEN
RATIFIED
BY
1545*

THE POSITION SHALL BE AWARDED THE PROMOTION. Notice of such job vacancy shall be posted on the employee's bulletin board for five (5) regularly scheduled working days during which time employees shall have the sole right to signing in accordance with their CLASSIFICATION SENIORITY to fill the vacancy. In case a senior employee is bypassed for the vacancy, the employer shall notify in writing the employee and union steward, of the reason why the employee was bypassed.

3. The employee signing for a promotion shall be allowed a probationary period of forty (40) regularly scheduled working days before being assigned permanently to that position.

E. Loss of Seniority:

All accrued seniority in this bargaining unit shall be forfeited when an employee separates from the service of the employer or is discharged for just cause.

F. Temporary Assignments:

1. Definition: "Temporary Assignment" shall be defined as a limited assignment of thirty (30) OR MORE regularly scheduled working days in a position which has been temporarily vacated by an employee covered by this agreement, for a leave-of-absence, SICK LEAVE AND/OR VACATION.
2. Temporary assignments shall be awarded according to Seniority Rule (ARTICLE X A. 1.).
3. Temporary assignments shall be posted in accordance with this agreement concerning "VACANCIES" (ARTICLE XI e. 5).
4. Compensation for a temporary assignment: Any time an employee covered by this agreement is AWARDED a temporary assignment they shall receive STEP ONE (1) pay of the temporary assignment, EXCEPT EMPLOYEES BEING RECALLED UNDER SECTION F. 5 OF THIS ARTICLE.
5. The employer agrees to the following procedure for recalling laid-off bargaining unit members to temporary ASSIGNMENTS due to sickness, vacation, leave-of-absence, and so forth.
 - a. Only bargaining unit members who are on layoff from a position shall be recalled to that position on a temporary basis, before substitutes are used, AND WILL RECEIVE THEIR CONTRACTUAL WAGES.
 - b. Substitutes may be used for emergency situations where bargaining unit employees are unavailable because of assigned work; however, the duration of time that substitutes shall be used shall be no longer than one (1) regularly scheduled working day, unless modified by mutual agreement.
 - c. Temporary assignments may be refused by bargaining unit members who are on layoff, and such refusal shall not constitute a bar for future recall rights.

- d. The employer agrees to pay the rate of pay as provided in this agreement.
 - e. It is further agreed that if an employee maintains his/her own hospitalization insurance while on layoff and subsequently, temporarily recalled from layoff, the hospitalization insurance for said employee shall be continued at the cost of the employer. If the recall is for thirty (30) calendar days or more, the employer shall assume the cost of the hospitalization insurance for the length of recall.
 - f. It is further agreed that sick leave and vacation time shall be prorated when an employee is recalled from layoff on a temporary basis.
- 6. Both parties agree that substitutes may be used in assignments that are vacant for less than thirty (30) regularly scheduled working days as long as no employees are on layoff status.
 - 7. Employees covered by this agreement may be used as substitutes for vacancies occurring within this school system of less than thirty (30) regularly scheduled working days, but in compliance with the compensation requirements set for in Article X:, F., 4.

ARTICLE XI: WORKING CONDITIONS

A. PARAPROFESSIONALS:

- 1. Work Day:
 - a. Definition: WHEN THE EMPLOYEES FROM THE PARAPROFESSIONAL CLASSIFICATION ARE REQUIRED TO SHOW UP FOR THEIR REGULARLY SCHEDULED EIGHT (8) HOUR WORK DAY FOR WHICH THEY WERE HIRED, IT SHALL CONSTITUTE A WORK DAY.

Exception: P.M. POSITIONS AT THE SUNSET CENTER.
 - b. Each work day shall begin at 12:01 a.m., and shall end the following day at 12:01 a.m., for the purpose of computing regular pay and overtime.
 - c. The PARAPROFESSIONALS workweek shall begin on Monday, at 12:01 a.m., and end on the following Monday, at 12:01 a. m., for the purpose of computing regular pay and overtime.
- 2. The employer agrees for the duration of this agreement that the hourly wages for PARAPROFESSIONALS shall be as described in Appendix B.
- 3. If a substitute PARAPROFESSIONAL is needed in a particular building, those PARAPROFESSIONALS within that building, where the absence occurs, shall be used, by seniority, in order to get extra hours.
- 4. Every PARAPROFESSIONAL shall be given:
 - a. A duty-free "break" of fifteen (15) minutes, twice during each working day, at a MUTUALLY AGREED TIME.

- b. A duty-free lunch period of thirty (30) minutes, once during each working day, at a MUTUALLY AGREED TIME.
- 5. Smocks shall be provided by the employer in PARAPROFESSIONALS WORK AREAS AS NEEDED.

B. Custodial and Mechanics:

1. Work Day:

- a. Definition: When the employees from the custodial or mechanical classification are required to show up for their regularly scheduled eight (8) hour shifts for which they were hired it shall constitute a WORK DAY.
- b. Each work day shall begin at 12:01 a.m., and shall end the following day at 12:01 a.m., for the purpose of computing regular pay and overtime.
- c. Any tour of duty extending past the limits of the work day shall be prescribed to the day in which the longest period of time was worked.
- d. A working day shall be described as eight (8) hours of work in any twenty-four (24) hour period.

2. Work Week:

- a. Each work week shall begin on Monday, at 12:01 a.m., and shall end the following Monday, at 12:01 a.m., for the purpose of computing regular pay and overtime.
- b. The workweek for custodians shall be five (5) consecutive eight (8) hour days, Monday through Friday.

3. Shift Premium:

- a. Employees who start a regularly scheduled work day on or between the hours of 6:00 a.m. and 1:29 p.m. shall be considered FIRST SHIFT and shall receive no shift premium.
- b. Employees who start a regularly scheduled work day after 1:30 p.m. and on or before 8:59 p.m. shall be considered SECOND SHIFT and shall receive shift premium for all hours worked on Second Shift as found in Appendix B under shift premium.
- c. Employees who start a regularly scheduled work day, between the hours of 9:00 p.m. and 5:59 a.m. shall be considered THIRD SHIFT and shall receive shift premium for all hours worked on Third Shift as found in Appendix B under shift premium.
- d. There shall be no pyramiding of any shift premium pay provisions in this agreement.
- e. Shift premiums shall be paid for all hours worked, as defined above on Saturday and/or on Sunday.

f. Shift Preference:

(1) Shift preference shall be granted on the basis of seniority within classifications.

(2) The transfer to shift preference shall be effective at the beginning of each fiscal year.

Exception: If any vacancy should occur during the year, then a transfer may occur at that time.

(3) Shifts shall be as defined in this agreement, and shall pertain to hours of work only.

(4) The term "shift" does not refer to schools.

4. These classifications shall work the first shift, at first shift rates, for summer vacation.

5. These classifications shall work on holidays only if directed by the immediate Supervisor, at the rate of pay set forth in this agreement.

6. Each employee in the mechanical classification shall receive an annual tool replacement as described in Appendix B, to be paid as follows:

a. One-half (1/2) of the amount described in Appendix B shall be paid by a board check separate from their regular check in the month of December.

b. The other one-half (1/2) of the amount described in Appendix B shall be paid by a board check separate from their regular check in the month of June.

7. The employer agrees that for the duration of this agreement the hourly wages for custodians, maintenance, and mechanics shall be as described in Appendix B.

C. Dietary:

1. Work Day:

a. Definition: A working day shall be defined as being any day dietary services are required at any school.

Exception: If the employer requests a dietary worker to report to work on a day in which dietary services are not required, it shall also be considered a working day.

b. Each work day shall begin at 12:01 a.m., and shall end the following day at 12:01 a.m., for the purpose of computing regular pay and overtime.

c. The work week shall begin on Monday, at 12:01 a.m., and end on the following Monday, at 12:01 a.m., for the purpose of computing regular pay and overtime.

2. Dietary workers may be hired for whatever period of the day or week is necessary for them to do the required work.
3. Extra Work:
 - a. Definition: Extra work shall be defined as any time a dietary worker is needed for a given occasion (banquets, dinners, etc.) by any other agency than the school.
 - b. Extra work which exceeds eight (8) hours in any one (1) day or is performed on Saturday or Sunday shall constitute overtime.
 - c. Dietary workers shall have first opportunity to do the extra work as long as it does not interfere with their work in school lunch programs.
 - d. Extra Work for Cooks:
 - (1) If a cook is required, the cook already assigned to that building shall be assigned the extra work.
 - (2) If there should happen to be more than one cook in a particular building the extra work shall be assigned on an equalization of hours basis.
4. Extra Hours: During the regular work week, Monday through Friday, if anyone is absent, extra hours shall be given to any regular employee, according to seniority, who has signed for extra hours.
5. The employer agrees that for the duration of this agreement the hourly wages for dietary shall be as described in Appendix B.

D. Transportation: Work Day:

- 1.a. Definition: When a bus driver is required to show up for the scheduled regular runs it shall constitute a WORK DAY.
- b. Each work day shall begin at 12:01 a.m., and shall end the following day at 12:01 a.m., for the purpose of computing regular pay and overtime.
- c. The work week shall begin Monday, at 12:01 a.m., and end on the following Monday, at 12:01 a.m., for the purpose of computing regular pay and overtime.
2. Regular Runs:
 - a. Definition: A regular run shall be defined by its mileage and shall be placed into one (1) of the following four (4) categories:

(1) A run	0.0 to 50.5 miles
(2) B run	50.5 to 80.5 miles
(3) C run	80.5 to 125.0 miles
(4) Mileage run	125.0 and up miles

- b. Regular runs shall be paid at the rate described in Appendix B.
- c. Regular runs shall be awarded by the "Seniority Rule".
- d. Change In Mileage:
 - (1) When a regular run is changed by adding or deleting mileage (over four (4) miles) the driver shall have the option to keep the run or bump where seniority allows.
 - (2) If the change in mileage causes the run to move up or down in category then the run would be declared an open run and be subject to the provisions of this agreement concerning "VACANCIES".

3. Noon Runs:

- a. Definition: A noon run shall be defined by its mileage and shall be placed into (1) of the following two (2) categories:
 - (1) A noon run 0.0 to 30.0 miles
 - (2) B noon run 30.0 and up miles
- b. Noon runs shall be paid at the rate described in Appendix B.
- c. Noon runs shall be awarded by the "Seniority Rule", GLENNIE NOON RUNS GO WITH GLENNIE ELEMENTARY RUNS.
- d. Change in Mileage:
 - (1) When a noon run is changed by adding or deleting mileage (over four (4) miles) the driver shall have the option to keep the run or bump where seniority allows.
 - (2) If the change in mileage causes the run to move up or down in category then the run would be declared an open run and be subject to the provisions of this agreement concerning "VACANCIES".
- e. Substitute Noon Run Drivers:
 - (1) Transportation classification employees only shall be used for substitute noon run drivers.
Exception: In the event no seniority driver wishes to be a substitute noon run driver a non-seniority driver may be used.
 - (2) The employer shall post by noon one (1) day in advance a substitute noon run driver sign-up sheet with the following provided:
 - (a) Date for which substitute drivers may be needed.
 - (b) Ample space for signatures of seniority drivers who wish to be used on that date as a substitute noon run driver.

- (3) In order for a seniority driver to be awarded a noon run to substitute they must meet the following conditions:
 - (a) The driver must sign the provided sign-up sheet before 7:30 a.m. of the day specified on the sign-up sheet.
 - (b) The driver must work the day of the noon run.
- (4) All noon runs known to need a substitute driver shall be awarded by 8:00 a.m. and it shall be the responsibility of the employer to notify the employees awarded the noon runs.
- (5) Noon runs which need substitutes after 8:00 a.m. the day the substitute is needed shall be awarded to the first available driver who wishes to take the noon run and shall have no effect on the rotation list.
- (6) Substitute Noon Run Driver Rotation List:
 - (a) The employer shall post a "Substitute Noon Run Driver Rotation List" which shall contain all the names of seniority drivers, who sign-up for substitute noon runs.
 - (b) Drivers may add or delete their names from the noon run rotation list.
 - (c) Any names of drivers added to the list after its construction each year shall be placed at the bottom.

4. Special Runs:

a. Shuttle Run:

- (1) This run shall be categorized as a "C" run, IN ACCORDANCE WITH B. 2 OF THIS SECTION.
- (2) Working hours shall be between the hours of 7:30 a.m. to 11:00 a.m. and 11:01 a.m. to 3:30 p.m.
- (3) The shuttle run shall be used for such CLASSES as building trades, auto mechanics, gifted classes, and any other inter-school CLASSES.
- (4) The shuttle run shall not be used for field trips.
- (5) The shuttle run driver shall be given a thirty (30) minute uninterrupted duty free lunch period.

b. Special NEEDS Run:

- (1) Driver/s shall be responsible for the transportation of SPECIAL NEEDS students assigned to them by the TRANSPORTATION DEPARTMENT.

- (2) This run shall be categorized as a "C" run, unless the mileage exceeds the limits for a "C" run, at which time it shall receive the mileage pay for any miles driven over the limit.

5. Field Trips:

- a. Definition: "Field Trip" shall be defined as when Oscoda Area School buses are used to transport students and/or outside organizations to activities.

- b. Field trips shall be paid at the rate described in Appendix B.

- c. Field trips shall be posted by 11:00 a.m. three (3) regularly scheduled working days prior to the trips departure.

- d. Awarding of field trips:

- (1) Field trips shall be awarded on a rotation basis according to the seniority list at 8:00 a.m. two (2) regularly scheduled working days prior to the trips departure by the DEPARTMENT DESIGNEE.

- (2) Field trips shall be awarded to only transportation classification employees covered by this agreement.

- (3) GLENNIE ELEMENTARY DRIVERS SHALL GET ALL FIELD TRIPS ORIGINATING FROM GLENNIE, AND ARE ELIGIBLE FOR ANY OTHER FIELD TRIP NOT INTERFERING WITH THEIR REGULAR WORK DAY.

- (4) Exception:

- (a) If no one in the transportation classification covered by this agreement signs for a trip, the trip shall be awarded to a substitute.

- (b) When a field trip is awarded to a substitute, the field trip rotation shall stop at the last trip awarded to a transportation classification employee covered by this agreement, and resume from there with the next available trip.

- e. Cancelled Field Trips:

- (1) If an activity is cancelled before the driver shows up for the field trip, the driver shall be given the choice of the next available trip.

- (2) If a field trip activity is cancelled anytime after the driver shows up, or any time thereafter the driver shall be given a choice of one of the following:

- (a) Four (4) hours FIELD TRIP pay and the choice of the next available trip, OR

- (b) An amount equal to what the driver WOULD HAVE DRIVEN on the cancelled field trip.
- f. Field trips shall begin: At the time posted on the sign-up sheet, as "time departing bus garage".
- Exception: Overnight field trip days shall begin at at 8:00 a.m., unless requested to begin earlier by the teacher-in-charge.
- g. Field trips shall end: When the bus arrives unloaded at the bus garage".
- Exception: Overnight field trip days shall end when the driver is no longer needed or after a total of eight (8) hours field trip time have expired which ever is longer.
- h. Drivers must work the two (2) regularly scheduled working days prior to a field trip in order to be eligible to be awarded the trip.
- Exception: Use of a personal business day.
- i. An employee in the transportation classification covered by this agreement who is off of work with either a leave-of-absence or sick leave shall not be eligible for any field trips. This is not intended to exclude the employee who has returned to work at least two (2) regularly scheduled working days prior to said field trip.
- j. A driver taking a field trip during a regularly scheduled work day where all or one-half (1/2) of their regular run must be forfeited, shall not receive pay for that portion which is forfeited.
- k. Drivers may not change regular runs with the express purpose of driving a regular run and a field trip.
- l. In the event of more than one (1) field trip on any given day, the first eligible driver according to the rotation list shall have first choice of available trips that day. This process shall continue until all trips are awarded for that day.
- m. Meal Allowances shall be paid as follows:
- (1) Breakfast: IF A DRIVER COVERED BY THIS AGREEMENT HAS BEEN ON A FIELD TRIP OUTSIDE THE OSCODA AREA SCHOOL DISTRICT AND SPENT THE NIGHT AWAY FROM HOME, SHE/HE SHALL BE AWARDED BREAKFAST.
 - (2) Lunch: A DRIVER ON A FIELD TRIP OUTSIDE THE OSCODA AREA SCHOOL DISTRICT WHICH EXTENDS PAST 2:00 p.m. SHALL RECEIVE A LUNCH ALLOWANCE.

- (3) Dinner: A DRIVER ON A FIELD TRIP OUTSIDE THE OSCODA AREA SCHOOL DISTRICT WHICH EXTENDS PAST 8:30 p.m. SHALL RECEIVE A DINNER ALLOWANCE.
- (4) All times noted above are inclusive.
- (5) The rate of pay for meals shall be as described in Appendix B.
- n. The employer may transport no more than nine (9) students in a school owned vehicles other than a school bus.
- o. All field trips shall be awarded THIRTY (30) minutes field-trip pay for clean-up to be added at the end of the field trip. Because of this provision drivers taking the field trip shall be responsible to prepare and wash the bus being used whether it is their own or another.
- p. All field trips which are not directly preceded by a regular run shall be awarded fifteen (15) minutes field-trip pay driving time for pre-trip inspection of the bus to be added at the beginning of the field trip.
- q. Field Trip Compensation:
 - (1) All field trips shall be paid at the rate specified in Appendix B.
 - (2) All meal allowances shall be paid at the rate specified in Appendix B. EXTENDED MEANS - OUTSIDE OF OSCODA AREA SCHOOL DISTRICT
 - (3) MEAL ALLOWANCES SHALL NOT APPLY WITHIN THE OSCODA AREA SCHOOL DISTRICT.
 - (4) All field trips shall be awarded a minimum amount equal to the following as described in Appendix B:
 - (a) Two (2) hours FIELD TRIP PAY.
 - (b) THIRTY (30) minutes FIELD TRIP PAY for clean-up.
 - (c) And any meal allowances which are applicable according to the "Meal Allowances" section of this provision.
- s. SHORT NOTICE FIELD TRIPS:
 - (1) Definition: A "SHORT NOTICE FIELD Trip" shall be defined as any field trip which is posted after THREE (3) REGULARLY SCHEDULED WORKING DAYS PRIOR TO THE TRIP DEPARTURE TIME.
 - (2) SHORT NOTICE FIELD TRIPS shall be awarded on a rotating basis.

(3) Any employee who takes a SHORT NOTICE FIELD TRIP shall not lose their place in the rotation nor shall it effect the rotation of the regular field seniority chart.

- t. In order to comply with the Oscoda Board of Education Board Policy, drivers shall remain with the group on all field trips at "FIELD TRIP PAY" unless notified by the teacher in charge that their services are no longer needed.

Exception: Field trips which are less than two (2) hours in length shall receive two (2) hours FIELD TRIP PAY whether or not the teacher requests the driver to remain.

- u. FIELD TRIP PAY: SHALL BE DEFINED AS ANY TIME A DRIVER IS ON A FIELD TRIP.

- v. Drivers who are driving field trips shall only perform their regular duties as bus drivers. They shall not be used as chaperones or be left to supervise students at any time during the field trip.

Exception: An unforeseen emergency.

6. Early Release:

- a. This section shall only concern itself with the following schools.
- (1) Oscoda Area High School
 - (2) Richardson MIDDLE School
 - (3) River Road School

- b. Definition: "Early Release" shall be defined as any time students are sent home via school buses at an earlier time than their regularly scheduled release time.

Exception: In case of the entire school system being sent home early, drivers shall take their own regular runs and it shall not fall under this jurisdiction.

- c. Early releases shall be paid at the rate of two and one-half (2 1/2) hours FIELD TRIP pay, as found in Appendix B
- d. Early releases shall be awarded to only transportation classification employees covered by this agreement.

Exception: If no transportation classification employee covered by this agreement signs for a particular early release then it shall be awarded to a substitute.

- e. Early releases shall be awarded by the "Seniority Rule".
- f. Early releases shall be posted no later than 11:00 a.m. two (2) regularly scheduled working days prior to the scheduled early release.

- g. Early releases shall be awarded no later than 11:00 a.m. one (1) regularly scheduled working day prior to the scheduled early release.
- h. Drivers taking early releases shall work the day prior to the scheduled early release in order to be eligible to be awarded an early release.
- i. LETTER OF UNDERSTANDING: SEE APPENDIX G

7. Concerning All Runs and Trips:

- a. Substitutes may be used for emergency situations where bargaining unit employees are unavailable because of assigned work or in case of emergencies.
- b. The employer agrees to abide by the laws, regulations and minimum requirements set forth by the Michigan Department of Transportation, unless the employer decides to enforce a more strict set of laws, regulations and minimum requirements for the safety of the students and drivers.

E. All Classifications:

- 1. Any time an employee is called into work, by the immediate Supervisor/Principal, on other than a regularly scheduled working day, shall receive TWO (2) hours pay or the current hourly wage found in Appendix B, for all hours required to work, whichever is the higher amount.

Exception: An "Act of God Day".

2. Overtime:

- a. TIME AND ONE-HALF SHALL BE PAID AS FOLLOWS:
FOR all hours worked over eight (8) hours in any twenty-four (24) hour period and/or over forty (40) hours in any one (1) work week.

- b. DOUBLE TIME SHALL BE PAID AS FOLLOWS:
FOR ALL HOURS WORKED ON HOLIDAYS, IN ADDITION TO REGULAR PAY.

- c. To qualify for overtime it must be done at the direction of the immediate Supervisor/Principal.

Exception: This provision shall be superseded by the "Seniority Rule" in the process used to award field trips.

- d. The employer shall not make a daily practice of requiring employees to work overtime. In general, overtime shall be required only when necessary or an emergency.

- e. When overtime is required in a specified job classification, it shall be rotated among the employees in such job classifications whenever reasonably possible, so that overtime may be equitably shared among such employees.
 - 3. Each raise shall be awarded on the first (1st) day of JULY of each year as described in Appendix B.
 - 4. Each step, where applicable, shall be awarded the first (1st) day of July each year as described in Appendix B.
 - 5. Vacancies: Whenever a vacancy occurs in any position of a classification which is described in this agreement the following steps shall be taken to fill it:
 - a. THE EMPLOYER AGREES TO POST ALL VACANCIES WITHIN TWO (2) REGULARLY SCHEDULED WORKING DAYS OF NOTIFICATION OF A VACANCY.
 - b. Step 1: In-Classification Posting
 - (1) The Position shall be posted for five (5) regularly scheduled working days for in-classification employees only.
 - (2) At the end of the five (5) regularly scheduled working days the position shall be awarded to the senior employee who applied for the position as specified in the "Seniority Rule" WITH THE EFFECTIVE STARTING DATE TWO (2) REGULARLY WORKING DAYS IMMEDIATELY FOLLOWING THE APPLICATION DEADLINE.
 - (3) If after the five (5) regularly scheduled working days no in-classification employee has applied for the position then the process shall IMMEDIATELY move to Step 2: Union Posting.
 - c. Step 2: Union Posting
 - (1) The position shall be posted for five (5) regularly scheduled working days for all employees covered by this agreement only.
 - (2) At the end of the five (5) regularly scheduled working days the position shall be awarded to the senior employee who applied for the position in accordance with the provisions set forth in this agreement, WITH THE EFFECTIVE STARTING DATE TWO (2) REGULARLY WORKING DAYS IMMEDIATELY FOLLOWING THE APPLICATION DEADLINE.
- Exception: PARAPROFESSIONALS positions shall be awarded five (5) regularly scheduled working days after the interviews are completed.

- (3) If after five (5) regularly scheduled working days no employee covered by this agreement has applied for the position the process shall IMMEDIATELY move to Step 3: Open Posting.

d. Step 3: Open Posting

- (1) The position shall be posted for FIVE (5) regularly scheduled working days for anyone to apply.
- (2) At the end of the FIVE (5) regularly scheduled working days the employer shall be given an additional FIVE (5) regularly scheduled working days in which to conduct interviews.
- (3) At the end of the FIVE (5) regularly scheduled working days used for interviews the position shall be awarded WITHIN TWO (2) REGULARLY SCHEDULED WORKING DAYS FOLLOWING THE INTERVIEWS. THE EFFECTIVE STARTING DATE SHALL BE NO LATER THAN THE BEGINNING OF THE FIRST PAY PERIOD FOLLOWING THE DATE THE POSITION WAS AWARDED.

- d. The employer agrees to post all vacancies within two (2) regularly scheduled working days of notification of a vacancy.
- e. THE POSTING TIME LIMITS SET FORTH IN STEP 1 AND STEP 2 MAY BE WAIVED BY MUTUAL AGREEMENT OF THE PRESIDENT OF LOCAL 1545 AND THE EMPLOYER.

6. Act of God Days:

- a. Definition: "Act of God Day" shall be defined as any regularly scheduled working day while schools is in session where it is unable to work due to hazardous weather conditions or other circumstances brought about by hazardous weather conditions.
- b. In the event schools is closed due to an Act of God and the immediate Supervisor/Principal does not notify the employee, personally or through the current call system, early enough to prevent them from traveling to school, the employee shall be paid one-half (1/2) day's salary or the current hourly wage for all hours required to work, whichever is the higher amount.
- c. All employees covered under this agreement shall be subject to call when school is closed due to an "Act of God".
- d. Immediate Supervisors/Principals shall prescribe work assignments during such periods.

- e. No employee shall be asked to perform work which they do not normally do during a regularly scheduled working day.
7. It is agreed that the present system of giving coffee breaks to employees covered by this agreement shall be continued throughout the term of this agreement.
8. Veteran's Law: Employees who leave their position to serve in the armed forces shall have the right to return to their position upon completion of their service in the armed forces. This re-employment right shall be limited by applicable laws and regulations.
9. Physical Examinations:
- a. All new employees to the school system, as a condition of employment, shall obtain a physical examination and T.B. Test.
 - b. All bus drivers, as a condition of continued employment, shall pass a physical examination once each year, the cost of which shall be the responsibility of the employer.
 - c. All employees, as a condition of continued employment, shall receive a T.B. test once every three (3) years, the cost of which shall be the responsibility of the employer.
10. Employees covered by this agreement shall be expected to comply with reasonable rules, regulations and directions from time-to-time adopted by the employer, which are not in conflict with this agreement, provided that the employee shall have the privilege to refuse to carry out any order which threatens the physical safety and well-being of themselves or others.
11. The General Standards of Working Conditions:
- a. The general standards of working conditions of the Oscoda Area School District shall not deteriorate below the level in effect at the time this agreement is signed, with the stipulation that such standards shall be improved as required by the provisions set forth in this agreement.
 - b. It shall be understood that reductions in the work force may be required due to lack of funds or a drop in student enrollment, but this should not effect the general standards of working conditions.

ARTICLE XII: BENEFITS

A. Leaves of Absence:

1. Definition: "Leave-of-absence" shall be defined as a benefit for all employees covered by this agreement of any absence without pay for other than absence without leave or absence for disciplinary reasons.

2. Union Business:

- a. Authorized union representatives, whose names are found in the list required by Article III: of this agreement, who may require an extended leave-of-absence relating to union, business may, upon request of the Local, State, or International union and by mutual agreement with the employer, be granted a leave-of-absence without pay of not more than one (1) year, with no more than two (2) one (1) year extensions requiring at least a thirty (30) calendar day advance request for each extension.
- b. Duly elected delegates to union conventions or assemblies shall be awarded a leave-of-absence without pay not to exceed ten (10) regularly scheduled working days.
- c. Any leave-of-absence for union business shall be made in writing by the president of the local union or his/her designee at least ten (10) calendar days prior to the first day of the requested leave-of-absence.

Exception: Requests for extensions shall be made by the employee requesting the extension.

- d. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence for union business.
- e. Both parties agree that if an employee on a leave-of-absence for union business does not return to work under the specifications set forth in said leave-of-absence the employee shall be considered a "quit" and all accrued contractual benefits shall be forfeited.

3. Illness:

- a. Employees who are covered by this agreement who may require an extended leave-of-absence for reasons of bona fide illness of said employee or the employee's immediate family shall be granted a leave-of-absence without pay of not more than six (6) months, with no more than two (2) six (6) month extensions requiring at least a thirty (30) calendar day advance request for each extension.
- b. Request for leave-of-absence due to illness shall be made in writing by the employee requesting the leave-of-absence at least ten (10) regularly scheduled working days prior to the first (1st) day of the requested leave-of-absence.
- c. Leaves-of-absence due to illness shall not effect the employee's accrued vacation time or seniority rights.
- d. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence due to illness.

- e. Both parties agree that if an employee on a leave-of-absence due to illness does not return to work under the specifications set forth in said leave-of-absence that they shall be considered a "quit" and shall forfeit all accrued contractual benefits.

4. Educational:

- a. Employees who are covered by this agreement may be granted an educational leave-of-absence without pay by the employer of not more than one (1) year, with not more than two (2) one (1) year extensions requiring at least a thirty (30) calendar day advance request for each extension.
- b. The employee must furnish written verification of enrollment with the request for an educational leave-of-absence.
- c. Request for an educational leave-of-absence shall be made in writing by the employee requesting the leave-of-absence at least thirty (30) calendar days prior to the first (1st) day of the requested leave-of-absence.
- d. Both parties agree that seniority shall be the only contractual benefit to accrue during an educational leave-of-absence.
- e. Both parties agree that if an employee on an educational leave-of-absence does not return to work under the specifications set forth in said leave-of-absence that they shall be considered a "quit" and shall forfeit all accrued contractual benefits.

5. Other Reasons:

- a. It is agreed by both parties that leaves-of-absence without pay, not to exceed three (3) months, may be granted by mutual agreement of both parties for other reasons.
- b. All leaves-of-absence for other reasons must be requested in writing, signed by the employee, and must state the reason for the request, at least ten (10) regularly scheduled working days prior to the first day of the requested leave-of-absence.
- c. Both parties agree that seniority shall be the only contractual benefit to accrue during a leave-of-absence for other reasons.
- d. It is agreed that a leave-of-absence for other reasons shall not be granted when other gainful employment is the purpose for the request.

6. Items Concerning All Leaves-Of-Absence:

- a. Any employee who has all or any part of their vacation leave accrued at the time of being granted an approved leave-of-absence may elect to include all or any part of that accrued vacation leave in their time off.

- b. It is agreed by both parties that when an employee goes on any leave-of-absence less than thirty (30) calendar days that the employer may utilize substitutes during that period of absence. Upon the return of the employee from said leave-of-absence, the employee shall return to the position they held at the time the leave-of-absence began.
- c. It is also agreed by both parties that when an employee goes on any leave-of-absence over thirty (30) calendar days that the employer shall post the position as a temporary assignment and follow the procedure set forth in this agreement. Upon the return of the employee from said leave-of-absence, the employee shall be allowed to bump back into their classification where their seniority allows them, but this does not guarantee them the same run, shift, or school.
- d. The employer shall notify the president of all approved leave-of-absence.

B. Sick Leave:

1. Definition: "Sick leave" shall be defined as a benefit for all employees covered by this agreement of any one-half (1/2) or any one (1) regularly scheduled working day or more that an employee is absent, for reasons which meet the conditions set forth in this agreement, for which the employee shall receive their regular pay.
2. All employees covered by this agreement shall accrue sick leave at a rate of 1.25 days per month.
3. Total sick leave days for the year shall be made available, in advance, on the first (1st) day of the month of September each year for the duration of this agreement.

Exception: Article XII: Benefits, C. Sick Leave Bank:, 1

4. PRIOR TO THE ENDING OF THE FIRST PAYROLL PERIOD IN JUNE OF EACH YEAR THE EMPLOYER SHALL DETERMINE AN EMPLOYEES TOTAL SICK LEAVE ACCUMULATION. EMPLOYEES WHOSE TOTAL ACCUMULATION EXCEEDS ONE HUNDRED TWENTY (120) DAYS SHALL BE PAID A FLAT RATE OF TEN (\$10.00) DOLLARS FOR EACH ACCUMULATED DAY OVER THE ONE HUNDRED TWENTY (120) DAYS, UP TO A MAXIMUM OF TWELVE (12) DAYS FOR SCHOOL TERM EMPLOYEES AND FIFTEEN (15) DAYS FOR YEAR ROUND EMPLOYEES, WITH EMPLOYEES BEING ALLOWED TO RETAIN SUCH DAYS FOR USE AS ACTUAL SICK DAYS. SUCH DAYS SHALL NOT BE INCLUDED FOR PAYMENT PURPOSES DUE TO RETIREMENT. PAYMENT FOR DAYS EXCEEDING THE ONE HUNDRED TWENTY (120) SHALL BE INCLUDED IN THE FIRST PAYROLL IN THE MONTH OF JUNE.
5. No employee covered by this agreement shall accrue sick leave while on any leave-of-absence.
6. If a sick leave is longer than five (5) consecutive regularly scheduled working days, then on the sixth (6th) consecutive working day the employee shall no longer accrue sick leave until the day the employee reports back to work.

Accrue pay of June

7. The employer agrees that for the duration of this agreement during the months of October and April each employee shall be furnished with a statement of their own individual sick leave credit.
8. Payment For Accumulated Sick Leave Due to Retirement:
 - a. Payment for accumulated sick leave due to retirement shall be made only to those employees who become eligible for full retirement under the Michigan Public School Employees Retirement Act or who have at least twenty (20) years of public school experience and are at least fifty (50) years of age.
 - b. When the employee qualifies to retire, and thus retires, they shall receive payment for one-half (1/2) of their accumulated sick leave, not to exceed sixty (60) days.
 - c. When calculating the rate of pay for these days, the amount shall be based on the average daily pay of the three (3) best salaried years the employee had prior to their retirement.
 - d. The only sick leave that shall be considered under this provision is that of the Oscoda Area Schools.
9. Payment For Accumulated Sick Leave to a Beneficiary:
 - a. In the event of a death, one-half (1/2) of the accumulated sick leave, not to exceed sixty (60) days shall be paid to the beneficiary.
 - b. The rate of daily pay shall be the same as set forth in the previous section concerning retirement.
 - c. The only sick leave that shall be considered under this provision is that of Oscoda Area Schools.
10. The following are acceptable reasons to use sick leave:
 - a. When an employee is incapacitated for duty by injury, illness, PREGNANCY RELATED DISABILITY or illness resulting from immunizations or vaccinations.
 - b. When a member of an employee's immediate family (in this instance, those living in the employee's household), is afflicted and requires care and attendance by the employee until such a time as should be required to provide other care for the afflicted family member, the employer agrees to allow the use of four (4) sick leave days, per employee, per year for this purpose. If the employee should need more than the allotted four (4) days, permission for the use of another day shall be requested from the superintendent of schools or the director of instruction and personnel.
 - c. To attend funerals.

- d. When an employee has a death in their immediate family (wife, husband, children, grandchildren, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, or grandparents) they shall be granted five (5) regularly scheduled working days off, which shall be deducted from the employee's sick leave or vacation leave. Additional days may be granted, upon request, to the employer.
- e. Major Operations or Surgery:
 - (1) Term employees:
 - (a) Employees may use sick leave for major operations or surgery, but the employee shall present an affidavit from the doctor-in-charge to the office of the superintendent of schools.
 - (b) The affidavit shall confirm that the major operation or surgery for which the sick leave is being taken is not to correct an ailment of chronic nature which could have been taken care of during the summer vacation.
 - (c) In the case of emergency surgery or medical treatment affidavit from the doctor-in-charge shall be required.
 - (2) Year Round Employees: These employees may use sick leave for major operations or surgery.
- 11. Dental appointment and routine health examinations shall not be valid reasons for use of sick leave.
- 12. BY WRITTEN REQUEST, the employer has the right to require verification of failure to work due to illness by requiring a medical certificate from a physician, at the expense of the employer.
- 13. Sick Leave Abuse:
 - a. In the cases of expected abuse (absentee patterns established) and the employee was not attended by a physician, a written statement from the employee showing evidence of illness may be required by the supervisor.
 - b. If evidence does not justify approval of sick leave, the absence may be charged as an absence without leave, and may be deducted from the normal pay of the employee.
 - c. The employee shall be notified in all instances.

C. Sick Leave Bank:

- 1. Commencing October 1, 1987 all members of Oscoda Local 1545 shall assign one (1) sick leave day per year to the Oscoda Local 1545 Sick Leave Bank (hereinafter referred to as the SICK LEAVE BANK).

2. Employees covered by this agreement may, when their own accrued sick leave is exhausted, make request to draw from the sick leave bank a number of sick leave days not to exceed the total accrued sick leave they had earned before the circumstances which brought about the exhausting of the employee's sick leave days occurred.
3. Employees withdrawing sick leave days from the sick leave bank shall be required to replace said days at a rate of three (3) sick leave days per year, plus the mandatory assessed day at the beginning of each year.

Exception: Article X: Benefits, C. Sick Leave Bank:,
4. Sick Leave Bank Committee:, k.

4. Sick Bank Committee:

- a. The sick bank committee shall consist of two (2) representatives from the employer and two (2) representatives from the local union.
- b. The committee shall determine the procedure under which it shall operate.
- c. All requests for sick leave from the sick leave bank shall be made in writing to the following address:

Director of Instruction
and Personnel
Oscoda Area Schools
3550 East River Road
Oscoda, MI 48750

- d. All requests for sick leave from the sick leave bank shall be approved by the sick bank committee before any sick leave days shall be awarded.

Exception: see Article XI: Benefits, C. Sick Leave Bank:
4. Sick Leave Bank Committee:, h.

- e. The main responsibility of this committee is to determine as to the validity of requests for sick leave bank days.
- f. The sick bank committee shall have five (5) regularly scheduled working days, from the receipt of any request, in which to render a decision.
- g. The committee's decision shall be reduced to writing and signed by each member with copies sent, by the Director of Instruction and Personnel or his/her designee, to all parties involved.
- h. If the sick bank committee can not make a decision within the allotted time then the request shall be referred to STEP 3 OF GRIEVANCE PROCEDURE.

- i. When the sick leave bank reaches a maximum of three (3) times the total number of members in the union the committee shall have the authority to grant a year of grace during which members covered under this agreement shall not assign the one (1) sick leave day required for the sick leave bank.
- j. This year of grace shall not apply to first year employees.
- k. The committee shall have the authority to require any employee that appears to be abusing sick leave bank days to be examined by two (2) doctors of the committee's choosing, to determine if the illness is valid. The expense shall be the responsibility of the employer if the employee is found not to be abusing sick leave bank days. If the employee is found to be abusing sick leave days then the employee shall be subject to the doctor's expense and shall also be subject to Article XII: Benefits, B. Sick Leave:, 13.
- l. The committee shall have the authority to waive pay-back requirements for any part of or all sick leave bank days used by any particular employee.
- m. Any employee, who owes sick leave bank days, may request a waiver to pay-back sick leave bank days.
- n. All requests for waivers to pay-back sick leave bank days shall be handled the same and have the same time limitations as do requests for sick leave bank days.

D. Personal Leave:

- 1. Definition: "Personal Leave" shall be defined as a benefit for all employees covered by this agreement of any one-half (1/2) or any one (1) regularly scheduled working day or more than an employee is absent for personal business, for which, they shall receive their regular pay.
- 2. All employees covered by this agreement shall accrue personal leave at a rate of two (2) days per year, not to be deducted from sick leave.
- 3. Total personal leave days for the year shall be made available, in advance, on the first (1st) day of the month of July each year for the duration of this agreement.
- 4. For the purpose of accounting, the employee's personal leave day shall be equal to the employee's regularly scheduled working day, including shift premium.
- 5. No employee covered by this agreement shall accrue personal leave while on any leave-of-absence.
- 6. The following are acceptable reasons to use personal leave:
 - a. To transact personal business that otherwise could not be transacted on other than a work day.

- b. Pre-scheduled doctor appointments.
 - c. Pre-scheduled dentist appointments.
7. Any employee covered under this agreement wishing to use a personal leave day must make application in writing to the superintendent of schools, at least two (2) regularly scheduled working days prior to its use.
- Exception: In the case of an unforeseen emergency.
8. Additional Personal Leave Days:
- a. If an employee, covered by this agreement, needs additional personal leave days, they may be granted, as long as the following conditions are met:
 - (1) The requested days must meet the conditions set forth in this agreement.
 - (2) A proper request must be made as set forth in this agreement.
 - (3) The employee must have sufficient sick leave days to cover the requested personal leave.
 - (4) Any additional personal leave days taken shall be deducted from sick leave.
9. The employer agrees that for the duration of this agreement during the months of October and April each employee shall be furnished with a statement of their own individual personal leave credit.
10. Personal Leave Abuse:
- a. If after personal leave has been taken and evidence justifies abuse of personal leave, the absence may be charged as an absence-without-leave, and may be deducted from the normal pay of the employee.
 - b. The employee shall be notified in all instances.

E. Jury Duty:

- 1. Definition: "Jury Duty" shall be defined as a benefit for all employees covered by this agreement of any one-half (1/2) or any one (1) regularly scheduled working day or more than an employee is required to be absent to appear as a juror.
- 2. All employees covered by this agreement shall be granted as many jury duty days as required to fulfill their obligation as a juror.
- 3. Jury duty days shall not be deducted from any other accrued contractual benefit. (ie. sick leave, personal leave, vacation leave, etc.)
- 4. Any employee covered by this agreement who serves as a juror shall receive the difference in pay from the amount received for jury duty and the amount of the employee's regular pay for the period of time they served as a juror.

5. All contractual benefits shall accrue while on jury duty.

F. Vacation Leave:

1. Definition: "Vacation Leave" shall be defined as a benefit for year round employees of accrued paid time off in accordance with Table 13.1.
2. For the purpose of accounting, the employee's vacation leave day shall be equal to the employee's regularly scheduled working day.
3. Total vacation leave for the year shall be made available, in advance, on the first (1st) day of the month of July each year for the duration of this agreement, in accordance with the following table:

VACATION LEAVE ALLOTMENT			
1	-	6 yrs. seniority	2 weeks
7	-	12 yrs. seniority	3 weeks
13	-	22 yrs. seniority	4 weeks
23	-	up yrs. seniority	5 weeks

TABLE 13.1

*EMPLOYEE MUST WORK ONE YEAR IN CLASSIFICATION BEFORE ELIGIBLE FOR VACATION

4. If such employee is laid off or discharged by the employer, the employee shall receive his/her earned vacation pay computed on a pro-rated basis of one-twelfth (1/12) of his/her earned vacation for each month (or major portion thereof) worked since the last anniversary vacation date of the employee, to the date of the layoff.
5. Vacation schedules shall be posted in advance so that senior employees can have their choice of vacations in accordance with their department classification.
6. Vacation time does not accrue from one (1) year to the next WITHOUT WRITTEN PERMISSION OF THE EMPLOYER..
7. For the purpose of computing vacation eligibility, the employee's last date of hire in the school system shall be used, regardless of his/her seniority by classification.

G. Holidays:

1. Year Round Employees:
 - a. All year round employees covered by this agreement shall receive one (1) days pay, not to be deducted from any accrued contractual benefit (ie. sick leave, personal leave, vacation leave, etc.), for each of the holidays specified in Table 13.2.
 - b. The following Table contains the specified holidays for year round employees:

HOLIDAYS

Day before New Year's	November 15th*
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
July Fourth	Day after Christmas
Labor Day	

*This day shall be granted only when it falls on a Monday through Friday.

TABLE 13.2

-
- c. If a holiday occurs during an approved vacation leave, the employee shall be given a choice of an extra vacation leave day at the beginning or end of the approved vacation leave.

2. Term Employees:

- a. All term employees covered by this agreement shall receive one (1) days pay, not to be deducted from any accrued contractual benefit (ie. sick leave, personal leave, vacation leave, etc), for each of the holidays specified in Table 13.3.
- b. The following Table contains the specified holidays for term employees:

HOLIDAYS

Day before New Year's	November 15 *
New Year's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
Labor Day	Day after Christmas

*This day shall be granted only when it falls on a Monday through Friday.

TABLE 13.3

3. All Classifications:

- a. For the purpose of accounting, each holiday shall be equal to the employee's regularly scheduled working day.
- b. No employee covered by this agreement shall receive holiday pay while on any leave-of-absence or after the fifth (5th) consecutive day of a sick leave.

- c. Employees covered by this agreement shall be entitled to holiday pay whenever they commence an approved sick leave during the week of the holiday or the week preceding a holiday.
- d. All employees covered by this agreement must work the regularly scheduled working day before and the regularly scheduled working day after each holiday to be eligible for each holiday pay.

Exceptions:

- *Personal Business Days
- *Vacation Days
- *Approved Sick Leave Days (see sec. "c")
- *Jury Duty

- e. Employees covered by this agreement must be employed for thirty (30) calendar days to be eligible to receive holiday pay.

Exception: If an employee is working in a temporary assignment, then they shall qualify for holiday pay if they have been employed in their regular position for more than thirty (30) calendar days.

- f. Any employee covered by this agreement who is laid off or discharged, shall be paid any designated holiday which occurs during the calendar week in which the separation occurs.
- g. Should an employee, covered by this agreement, be called to work on a holiday, he/she shall be paid at a rate twice the regular rate of pay.

old language see pg. 28
Note: "Twice the regular rate of pay" means two days pay at regular rate, so if the employee must work on a holiday, he/she would receive his/her regular rate of pay for working and an additional day's pay as premium for working on the holiday. However, the employee may, at his/her option, receive only one (1) day's pay for working the holiday and thereafter, subject to scheduling, take another day off at regular pay.

H. Hospitalization:

1. Year Round Employees: The full cost of Blue Cross-Blue Shield three-star hospitalization, \$2.00 co-pay drug, self-funded dental and vision insurance coverage shall be paid in full for year round employees, including their spouses and children.
2. Term Employees: The full cost of Single subscriber Blue Cross-Blue Shield Three-star hospitalization, \$2.00 co-pay drug, self-funded dental and vision insurance coverage shall be paid in full for term employees covering a twelve (12) month period, subject to Article XII:, H., 3., a.

3. All Classifications:

- a. CURRENT EMPLOYEES OR EMPLOYEES LAID OFF WHO ARE COVERED BY THIS AGREEMENT MUST BE SCHEDULED TO WORK AT LEAST FOUR (4) HOURS, OR BE SCHEDULED A REGULAR BUS RUN EACH REGULARLY SCHEDULED WORKING DAY WHILE SCHOOL IS IN SESSION TO BE ELIGIBLE TO RECEIVE THIS INSURANCE COVERAGE PLAN.
- b. All employees hired after this agreement is in effect shall be covered by this benefit on the official date of hire into the school system.
- c. It is expressly understood that any employee covered by this agreement who is eligible for either year round or term employee insurance coverage and who declines said insurance coverage, shall not be eligible for any option, whatsoever, under this benefit.
- d. Dependents already covered under an involuntary medical program comparable to the insurance coverage offered shall be excluded from coverage.

I. Life Insurance:

1. For the duration of this agreement the employer agrees to pay each year in full the cost of a twelve (12) month \$30,000 term life plus \$5,000 Accidental Death and Dismemberment (AD&D) insurance coverage plan for each employee covered by this agreement.
2. All employees hired after this agreement is in effect shall be covered by this benefit on the official date of hire into the school system.

J. Workers Compensation:

1. Definition: "Workers Compensation" shall be defined as compensation received by the employee due to loss of work time due to an injury which occurs while on the job.
2. All employees covered by this agreement shall be covered by workers compensation insurance including medical bills, compensation for time lost on the job, and death benefits, at the expense of the employer.
3. Receiving compensation from the employer:
 - a. In the event there is a claim for workers compensation and compensation is given to an employee covered by this agreement, the employee shall report the amount of the compensation to the employer.

- b. If the amount of compensation is less than the amount of the employee's net pay, the employer shall compensate the difference between the workers compensation and the employee's net pay.
- c. Compensation from the employer shall not exceed a period of one (1) year.
- d. When an employee covered by this agreement is on workers compensation there shall be no reduction of any accrued contractual benefits, (ie. sick leave, personal leave, vacation leave, etc.).
- e. When an employee covered by this agreement is on workers compensation seniority shall be the only contractual benefit to accrue.

K. Uniforms:

- 1. Definition: "Uniform" shall be defined as any article of clothing the employer requests the employee to wear while performing their duties as an employee.
- 2. Employees wearing uniforms shall receive a cash allowance of SIXTEEN dollars (\$16) monthly starting with the second pay for such a period of time as the uniform is requested to be worn.
- 3. Probationary employees shall not receive this allowance until completion of the probationary period, upon which, they shall receive a retroactive amount to their date of hire.
- 4. All employees in the mechanical classification and MAINTENANCE CLASSIFICATION shall receive five (5) changes of uniforms per week, paid by the employer.

L. Pensions: The employer shall continue the present pension program that employees covered by this agreement are currently enjoying under the Michigan Public School Employees Retirement Fund, at no cost to the employees.

M. Old-Age-Survivor Insurance: The employer agrees to maintain payments for federal old-age-survivor insurance for all its employees, on a payroll deduction basis, as it is now doing.

ARTICLE XIII: NEGOTIATION PROCEDURES

- A. On or before sixty (60) calendar days prior to the termination date of this agreement the union shall express to the employer, in writing, the union's intent to enter into negotiations with the employer.
- B. The negotiators shall meet for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all non-professional employees, with the exception of secretaries and supervisors, as defined in Public Acts of 1947: PA-336, Sec. II and amended by Public Acts of 1965: PA-379.

- C. Negotiation meetings shall be held on the employer's premises and it shall be the employer's responsibility to secure a room in which these meetings shall be held.
- D. The union's negotiation committee shall be comprised of, but not limited to, the officers of the local union, one negotiator from each classification, and an optional representative from Michigan AFSCME, Council 25.
- E. The president of the local union shall be considered the chief negotiator for the local union.
- F. If the parties fail to reach an agreement in any area of negotiations, either party may initiate mediation from the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.
- G. Upon successful negotiations of a new agreement, all negotiators for the union and all the members of the School Board shall affix their signature to the appropriate page of two (2) copies, so that one (1) may become the property of the employer and one (1) may become the property of the union.

ARTICLE XIV: CONTRACTING & SUBCONTRACTING OF WORK

DURING THE TERM OF THE AGREEMENT THE EMPLOYER SHALL NOT CONTRACT OUT OR SUBCONTRACT ANY WORK TRADITIONALLY OR CUSTOMARILY PERFORMED BY BARGAINING UNIT EMPLOYEES, THAT WOULD RESULT IN THE LAYOFF OF A BARGAINING UNIT EMPLOYEE.

APPENDIX A

Signature Page

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated in Article I: Agreement A.

Oscoda
Local 1545

Board of Education
Oscoda Area Schools

President

President

Vice President

Vice President

Negotiator PARAPROFESSIONAL

Secretary

Negotiator Custodial/MAINTENANCE

Treasurer

Negotiator Dietary

Board Member

Negotiator Mechanical

Board Member

Negotiator Transportation

Board Member

APPENDIX B

SALARY SCHEDULES

<u>CLASSIFICATION:</u>		<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
<i>Subs 6.64</i>	CUSTODIAL: 60 day Probationary (hourly)	8.50	8.80	7.11
	Step 1 (hourly)	10.58	10.95	11.55
	Step 2 (hourly)	11.34	11.74	12.15
	Step 3 (hourly)	12.14	12.56	13.00
	Step 10 (hourly)	12.52	12.96	13.41
	Step 18 (hourly)	12.57	13.01	13.47
<i>Subs 4.80</i>	DIETARY: 60 day Probationary (hourly)	6.00	6.21	6.43
	Step 1 (0-2) (hourly)	8.12	8.40	8.70
	Step 2 (3-10) (hourly)	8.27	8.56	8.86
	Step 3 (11-18) (hourly)	8.88	9.19	9.51
	Step 4 (19+) (hourly)	9.29	9.62	9.95
	Step 5 (hourly)		7.31	7.57
GROUNDS MAINT.:	Step 1 (hourly)	12.80	13.25	13.71
	Step 10 (hourly)	13.18	13.64	14.12
	Step 18 (hourly)	13.23	13.69	14.17
Shift Premium:				
2nd shift (hourly)		.27		
3rd shift (hourly)		.39		
MAINTENANCE:	Step 1 (hourly)	14.80	15.32	15.86
	Step 10 (hourly)	15.18	15.71	16.26
	Step 18 (hourly)	15.23	15.76	16.31
MECHANICAL:				
HMEC:	Step 1 (hourly)	13.62	14.10	
	Step 10 (hourly)	14.00	14.49	
	Step 18 (hourly)	14.05	14.54	
AMEC:	Step 1 (hourly)	13.16	13.62	
	Step 10 (hourly)	13.54	14.01	
	Step 18 (hourly)	13.59	14.07	
TOOL REPLACEMENT (annually)		400.00		
<i>Subs 4.80</i>	PARAPROFESSIONAL: 60 Day Probationary (hourly)	6.00	6.21	6.43
	Step 1 (hourly)	7.32	7.58	7.84
	Step 2 (hourly)	8.20	8.49	8.78
	Step 3 (hourly)	8.99	9.30	9.63
	Step 10 (hourly)	9.55	9.88	10.23
	Step 18 (hourly)	9.62	9.96	10.31
Shift Premium: (hourly)		.27		
TRANSPORTATION:				
A Run:	(daily)	43.58	45.11	46.68
	(daily)	48.02	49.70	51.44
	(daily)	48.58	50.28	52.04

B Run:	(daily)	50.19	51.95	55.96
10 yrs	(daily)	54.63	56.54	58.52
18 yrs	(daily)	55.19	57.12	59.12
C Run:	(daily)	56.77	58.76	60.81
10 yrs	(daily)	61.21	63.35	65.51
18 yrs	(daily)	61.77	63.93	66.17
"A" Noon Run:	(daily)	13.37	13.84	14.32
"B" Noon Run:	(daily)	15.35	15.89	16.44
FIELD TRIP PAY:	(hourly)	9.00	9.00	9.00
Meals	(Breakfast)	6.00	6.00	6.00
	(Lunch)	7.00	7.00	7.00
	(Supper)	12.00	12.00	12.00

NOTE: 15 cents per mile per day over 125 miles if not adjusted within three (3) days.

APPENDIX B

SALARY SCHEDULES

CLASSIFICATION:

CLASSIFICATION:		1993-94	1994-95	1995-96
			Consistent w/ 1992-93	
CUSTODIAL:	60 day Probationary	(hourly) 8.50	SAME	
	Step 1	(hourly) 10.58	+10¢	
	Step 2	(hourly) 11.34	15¢	
	Step 3	(hourly) 12.14	20¢	
	Step 10	(hourly) 12.52	} Longevity	
	Step 18	(hourly) 12.57		
DIETARY:	60 day Probationary	(hourly) 6.00	} all newly restructured OLD: 8.02 Helger 8.38 Ala Carter 8.79 Cook	
	Step 1 (0-2)	(hourly) 8.12		
	Step 2 (3-10)	(hourly) 8.27		
	Step 3 (11-18)	(hourly) 8.88		
	Step 4 (19+)	(hourly) 9.29		
WORK AHEAD IN YRS				
GROUND MAINT.:	Step 1	(hourly) 12.80	+20¢	
	Step 10	(hourly) 13.18	} Longevity	
	Step 18	(hourly) 13.23		
	Shift Premium:			
	2nd shift	(hourly) .27	} SAME	
	3rd shift	(hourly) .39		
MAINTENANCE:	Step 1	(hourly) 14.80	+2.20	} Newly established
	Step 10	(hourly) 15.18		
	Step 18	(hourly) 15.23		
MECHANICAL:				
HMEC:	Step 1	(hourly) 13.62	+20	
	Step 10	(hourly) 14.00	} Longevity	
	Step 18	(hourly) 14.05		
AMEC:	Step 1	(hourly) 13.16	+20	
	Step 10	(hourly) 13.54	} Longevity	
	Step 18	(hourly) 13.59		
TOOL REPLACEMENT	(annually)	400.00	SAME	
PARAPROFESSIONAL:	60 Day Probationary	(hourly) 6.00	SAME	
	Step 1	(hourly) 7.32	+10 1¢	
	Step 2	(hourly) 8.20	+15 2¢	
	Step 3	(hourly) 8.99	+20 2¢	
	Step 10	(hourly) 9.55	} Longevity	
	Step 18	(hourly) 9.62		
	Shift Premium:	(hourly) .27	new, consistent w/ Custodial	
TRANSPORTATION:				
A Run:		(daily) 43.58	↑2¢	
	10 yrs	(daily) 48.02	} Longevity	
	18 yrs	(daily) 48.58		

B Run:	(daily)	50.19	↑ 2%
10 yrs	(daily)	54.63	} longevity
18 yrs	(daily)	55.19	
C Run:	(daily)	56.77	↑ 2%
10 yrs	(daily)	61.21	} longevity
18 yrs	(daily)	61.77	
"A" Noon Run:	(daily)	13.37	} SAME
"B" Noon Run:	(daily)	15.35	
FIELD TRIP PAY:	(hourly)	9.00	} restricted
Meals	(Breakfast)	6.00	} SAME
	(Lunch)	7.00	
	(Supper)	12.00	

NOTE: 15 cents per mile per day over 125 miles if not adjusted within three (3) days. } same

✓ eliminated longevity as a stand alone living same

APPENDIX B

S A L A R Y S C H E D U L E S

<u>CLASSIFICATION:</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
CUSTODIAL: 60 day Probationary	(hourly) 8.50		
Step 1	(hourly) 10.58		
Step 2	(hourly) 11.34		
Step 3	(hourly) 12.14		
Step 10	(hourly) 12.52		
Step 18	(hourly) 12.57		
DIETARY: 60 day Probationary	(hourly) 6.00		
Step 1 (0-2)	(hourly) 8.12		
Step 2 (3-10)	(hourly) 8.27		
Step 3 (11-18)	(hourly) 8.88		
Step 4 (19+)	(hourly) 9.29		
GROUNDS MAINT.: Step 1 Step 10 Step 18	(hourly) 12.80 (hourly) 13.18 (hourly) 13.23		
Shift Premium:			
2nd shift	(hourly) .27		
3rd shift	(hourly) .39		
MAINTENANCE: Step 1 Step 10 Step 18	(hourly) 14.80 (hourly) 15.18 (hourly) 15.23		
MECHANICAL:			
HMEC: Step 1	(hourly) 13.62		
Step 10	(hourly) 14.00		
Step 18	(hourly) 14.05		
AMEC: Step 1	(hourly) 13.16		
Step 10	(hourly) 13.54		
Step 18	(hourly) 13.59		
TOOL REPLACEMENT	(annually) 400.00		
PARAPROFESSIONAL: 60 Day Probationary	(hourly) 6.00		
Step 1	(hourly) 7.32		
Step 2	(hourly) 8.20		
Step 3	(hourly) 8.99		
Step 10	(hourly) 9.55		
Step 18	(hourly) 9.62		
Shift Premium:	(hourly) .27		
TRANSPORTATION:			
A Run:	(daily) 43.58		
10 yrs	(daily) 48.02		
18 yrs	(daily) 48.58		

B Run:	(daily)	50.19
10 yrs	(daily)	54.63
18 yrs	(daily)	55.19
C Run:	(daily)	56.77
10 yrs	(daily)	61.21
18 yrs	(daily)	61.77
"A" Noon Run:	(daily)	13.37
"B" Noon Run:	(daily)	15.35
FIELD TRIP PAY:	(hourly)	9.00
Meals	(Breakfast)	6.00
	(Lunch)	7.00
	(Supper)	12.00

NOTE: 15 cents per mile per day over 125 miles if not adjusted within three (3) days.

APPENDIX C

OSCODA LOCAL #1545

OFFICIAL GRIEVANCE FORM

GRIEVANCE REPORT FORM

Grievance #: _____

Date Filed: _____

Grievant: _____

Classification: _____

Building: _____

Supervisor: _____

STEP 1

Date When Cause of Grievance Occurred: _____

Statement of Grievance: _____

Resolution Sought: _____

Grievant's Signature: _____ Date: _____

Received By: _____ Date: _____

Disposition of Immediate Supervisor: _____

Immediate Supervisor's Signature: _____ Date: _____

Received By: _____ Date: _____

Position of Grievant and/or Union:

_____ Grievance Resolved (cc: Employer, Union, and Grievant)

_____ Grievance Taken To STEP 2 (cc: Union President)

Grievant's Signature: _____ DATE: _____

Steward's Signature: _____ DATE: _____

STEP 2

Received By: _____ Date: _____

Disposition of Superintendent of Schools: _____

Superintendent's Signature: _____ Date: _____

Received By: _____ Date: _____

Position of Grievant and/or Union:

_____ Grievance Resolved (cc: Employer, Union, and Grievant)

_____ Grievance Taken to STEP 3 (cc: Council 25 Representative)

Grievant's Signature: _____ Date: _____

President's Signature: _____ Date: _____

STEP 3

Disposition of Appeals Board: _____

Employer's Signature: _____ Date: _____

Position of Grievant and/or Union:

_____ Grievance Resolved (cc: Employer, Union, and Grievant)

_____ Grievance Taken to STEP 4 (cc: Arbitrator)

Grievant's Signature: _____ Date: _____

Union's Signature: _____ Date: _____

STEP 4

Disposition of the Arbitrator: _____

Arbitrator's Signature: _____ Date: _____



OSCODA LOCAL 1545

P.O. BOX 404
OSCODA, MI 48750



RE: SELF-MANAGEMENT EFFORT

LOCAL #1545 WORKERS ARE A LARGE SUPPORTIVE SEGMENT OF OSCODA AREA SCHOOLS. THE CHALLENGE LAID BEFORE US IS CAPABILITY, DESIRE, AND OPPORTUNITY. CO-OPERATIVE EFFORT OF ALL IS ESSENTIAL. MUTUAL RESPECT AND DIGNITY ENCOURAGES AND ACTIVELY PROMOTES EMPLOYEE CONTRIBUTIONS.

HAVING A MUTUAL DESIRE TO UTILIZE THE FULL RANGE OF EMPLOYEE ABILITIES THE UNION AND MANAGEMENT WILL BOTH CO-OPERATE IN TRYING NEW IDEAS AND GIVING A CHANCE TO PROVE THEMSELVES. THIS DOES NOT MEAN THAT EITHER PARTY RELINQUISHES IT'S CONTRACTUAL RIGHTS.

NO WORKER WILL LOSE HIS/HER JOB, PAY, OR SENIORITY AS A RESULT OF THIS ENDEAVOR.

VERA L. MIDDLETON
PRESIDENT
LOCAL #1545

Letter of Understanding

One Year Only - 1993-94

Dietary

A. District Dietary Coordinator

1. The district dietary coordinator shall replace the management position of dietary supervisor, shall remain a member of the union, and shall deal with all responsibilities of the dietary program, including budget management, ordering, menu, and other duties as listed below in Paragraph B.
2. The high school team leader shall be responsible for the central kitchen located in the high school -- both kitchen and team members as noted in Paragraph B regarding team leaders.
3. The middle-school team leader shall be responsible for the middle-school kitchen and the team members, as noted for the high school team leader in Paragraph B.
4. The elementary-school team leader shall be responsible for all elementary kitchen and staff management, as outlined in Paragraph B.
5. Kitchen team members shall be any employee who works in one of the district's kitchens under direction of a team leader or dietary coordinator. Wage scales shall be determined in Appendix B.
6. The catering coordinator shall be designated as a team member who is responsible for catering banquets, meals, and special-event activities for persons numbering more than 20. Drinks and treats for a meeting shall not be construed as a catering event. These activities will be handled by the team of the building in which the meeting takes place and shall not be charged off at more time than actually necessary to do the set up.

B. Job Descriptions and Work Year

1. The coordinator shall work days per year
(at least 7.5 hours each day)
 - a. Oversee and participate in preparing, cooking, and serving food for students and adults as needed in emergencies.
 - b. Generally oversee the daily kitchen operation.
 - c. Order food and other supplies, evaluate and purchase new menu items at food shows with assistance from team leaders.
 - d. Maintain a running inventory for area of responsibility and the district.
 - e. Maintain open communication with team leaders.

Letter of Understanding, 1993-94 Only, Dietary (continued):

- f. Maintain and direct nutrition programs within the district in compliance with federal, state, and local regulations.
 - g. Maintain and implement budgeting and financial management consistent with federal, state, and local regulations in cooperation with the business office.
 - h. Serve as liaison to other staff, students, and the public.
 - i. Attend appropriate food service meetings, workshops, and food shows (with approval).
 - j. Review all applications for free or reduced-price lunches and approval or disapprove them.
 - k. Review all food-service promotions in conjunction with personnel director.
 - l. Coordinate the staffing, scheduling, call substitutes, do monthly reporting, and schedule all staff meetings.
 - m. Develop list of personnel who want to work extra hours (list of volunteers).
 - n. Maintain personal contact with elementary programs.
 - o. Oversee all aspects of the food-service program.
 - p. Prepare monthly reports for school-board information.
 - q. Serve on the food-service council.
 - r. Plan menus with assistance of team leaders, as determined on a monthly basis.
 - s. Other duties as assigned by the superintendent or designee.
2. The team leader's work year shall begin one day prior to the first day of school.
- a. Oversee and participate in preparing, cooking, and serving food for students and
 - b. Oversee food-service staff by assigning and directing work as needed.
 - c. Help with daily production sheets.
 - d. Maintain food-quality standards, including appearance and taste.

Letter of Understanding, 1993-94 Only, Dietary (continued):

- e. Initiate written requests for equipment repairs to appropriate staff and high school team leader.
 - f. Follow approved housekeeping and safety practices.
 - g. Perform related duties as assigned.
 - h. Generally oversee daily kitchen operation.
 - i. Order food and other supplies.
 - j. Maintain an ongoing inventory for area of responsibility.
 - k. Maintain open communication with other team leaders.
 - l. Serve on food-service council.
3. The catering coordinator's work year shall be the same schedule as the school year for students.
- a. Oversee all aspects of the catering program, as assigned by the dietary coordinator.
 - b. Schedule catering events and inform food service staff about them.
 - c. Use the rotating-catering job list when possible for catering events.
 - d. Maintain all catering bookkeeping and send out bills through the dietary office.
 - e. Order all food and paper products through the coordinator.
 - f. Maintain and update menus and price lists.
 - g. Serve on the food-service council.
4. The kitchen team member's work year shall be the same schedule as the school year for students (hours to be determined by the food-service council).
- a. Perform all duties as assigned, with cross training to occur at the discretion of team leaders and the food-service council. (Team leader has first priority; all team members are equal and share all responsibilities.)

Not found in previous documents

1. Team leader hourly premium	.50
2. Catering coordinator hourly premium	.50
3. District coordinator hourly premium	1.00
4. Banquet kitchen help	9.00
5. Benefits as determined	

