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**LABOR AGREEMENT**

**between the**

**REPUBLIC-MICHIGAMME SCHOOL DISTRICT**

**and the**

**REPUBLIC-MICHIGAMME EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**MEA/NEA**

**2004-2007**

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## **AGREEMENT**

This Agreement entered into as of the first day of July 2004 between the Republic-Michigamme School District (hereinafter referred to as the "Employer") and Republic-Michigamme Education Support Personnel Association (MESPA), affiliated with the Michigan Education Association/National Education Association (hereinafter referred to as the "Union").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

### **Purpose and Intent**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **Gender**

Wherever in this Agreement the masculine or feminine pronouns "man," "men," "he," "she," or related pronouns may appear, either as words or parts of words, they have been used for literary purposes and are meant in their generic sense; i.e., to include humankind--both female and male sexes.

## **ARTICLE 1 - RECOGNITION**

### **A. Employees Covered**

The Republic-Michigamme School District, hereinafter "Employer" or "District," hereby recognizes the Republic-Michigamme Education Support Personnel Association (MESPA), an affiliate of the Michigan Education Association/National Education Association, hereinafter the "Association/Union," as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all personnel as outlined in MERC Case No. R92 I-208: all full-time and part-time employees, maintenance, custodian, bus drivers, paraprofessional persons, groundskeeper, and school lunch department, but excluding the office clerical and supervisory personnel.

B. **Employee Categories**

1. **Regular full-time, full-year employees:** Employees who have completed their probationary period and are regularly scheduled to work at least twenty-six (26) hours per week, fifty-two (52) weeks per year.
  2. **Regular part-time, full-year employees:** Employees who have completed their probationary period and are regularly scheduled to work less than twenty-six (26) hours per week, fifty-two (52) weeks per year.
  3. **Regular full-time, school-year employees:** Employees who have completed their probationary period and are regularly scheduled to work at least twenty-six (26) hours per week for at least the number of scheduled student days.
  4. **Regular part-time, school-year employees:** Employees who have completed their probationary period and are regularly scheduled to work less than twenty-six (26) hours per week for at least the number of scheduled student days.
  5. **Temporary employees:** Employees, including seasonal employees, hired for a limited period, which period shall not exceed sixty (60) days actually worked within any fiscal year (July 1 through June 30). The temporary period may be extended in individual cases by mutual agreement between the Employer and the Union. Temporary employees will be paid wages as determined by the contract probationary period, are entitled to no benefits of this Agreement except as provided in this paragraph, and may be laid off, suspended, or discharged at any time by the Employer, in its sole discretion, with or without cause. If "temporary employees" remain employed beyond their temporary period, they shall be considered "probationary employees," their most recent period of continuous employment shall be credited toward their probationary period, and they shall acquire seniority as otherwise provided for probationary employees.
- C. When a new job is created within the bargaining unit or an existing position has been modified sufficiently to justify a revised wage rate, the Employer will notify the Union of the job duties and rate structure prior to its becoming effective. If the Union does not agree that the job duties and rates are proper, such job duties and rate shall be subject to discussion.
- D. The Employer will meet with the Union before any changes in the normal work week/work year are implemented (4 day work week, etc.) as to the effect of such decision on current employees.

## **ARTICLE 2 - AID TO OTHER UNIONS**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization concerning the bargaining unit covered by this Agreement so long as the Union remains the certified collective bargaining agent for such bargaining unit.

## **ARTICLE 3 - RESPONSIBILITIES**

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents, and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sit-downs, slowdowns, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Employer, and that they will not otherwise approve, support, or permit the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time or engage other employees in Union activity while such employees are on the Employer's time except as specifically permitted by this Agreement. The Employer has the right to discipline, including discharge, any bargaining unit member or other employee for taking part in any violation of this Article.

## **ARTICLE 4 - EMPLOYER'S RIGHTS**

### **Section 1**

Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. All rights which ordinarily vest in the Employer (except only those rights which are clearly and expressly relinquished in this Agreement), including determination and administration of school policy and operation and management of the schools, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking or consequences of such action. The Employer recognizes, however, that this Agreement sets forth limitations on the powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such written limitations.

### **Section 2**

The Employer retains exclusively all of its legal, customary, and normal functions of management, including but not limited to the following rights:

- (a) To determine the number, quality, source, location, and type of facilities, buildings, services, materials, supplies and equipment, and the means and methods of their acquisition, operation and use, including relocation, automation, revision, contracting out, termination, disposition, and other changes therein;
- (b) To determine scheduling, curriculum, work force size, job content and staffing, including changes therein;
- (c) To determine and revise qualifications, hiring, training (including in-service) scheduling, assignment, direction, layoff, recall, transfer, promotion and demotion of its staff;
- (d) To establish, revise, and enforce rules for maintaining efficiency among its staff, including discipline, suspension and discharge, and including rules relating to discipline and/or testing for alcohol/drug use/abuse;
- (e) To adopt, amend, and repeal policies, rules, and regulations, and to establish, modify, or discontinue any conditions or practices;
- (f) To determine the financial policies, including all accounting procedures, and to manage and control its business, its equipment and its operations; and
- (g) To direct the affairs of the District, including determination of all methods and means to carry on the operation of the schools.

### **Section 3**

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

### **ARTICLE 5 - UNION SECURITY**

- A. Membership in the Association shall comply with all state and federal regulations. Employees covered by this Agreement must, after satisfying his/her probationary period as a condition of continued employment, join the Union or pay a service fee to the Union pursuant to the Michigan Education Association's (MEA's) "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative Procedures

adopted pursuant to that policy which have been established in accordance with Chicago Teachers Union vs. Hudson, 106 CT 1066 (1986). That policy and the Administrative Procedures (including the timetable for payment) apply only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such Procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement or any other administrative or judicial procedure.

- B. For purposes of this Article an employee shall be deemed to be a member of the Union or to be paying the required Union Representation Fee unless and until a duly authorized officer of the Association or the local Union shall notify the Employer in writing that the employee is neither a member of the Union nor is paying the required Union Representation Fee.
- C. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, expenses, or other forms of liability of whatsoever kind or nature, including but not limited to legal, court, administrative, or other fees or expenses, including actual reasonable attorney's fees for the area and any back pay or other amounts directed to be paid to employees or others that may arise out of or by reason of any action taken or not taken by the Employer for the purposes of complying with the Union Security, Dues Check Off, Representation Fee Check Off, and Remittance of Dues and Fees Articles of this Agreement or in reliance on any authorization cards, lists, or notices which may have been furnished to the Employer under any of such provisions or in any way connected with such Union security or dues/representation fee deduction.
- D. The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notices shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the Service Fee.

**ARTICLE 6 - ASSOCIATION DUES,  
SERVICE FEES, & PAYROLL DEDUCTION**

- A. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked

according to the procedures outlined in the MEA Constitution, Bylaws, and Administrative Procedures. Dues will be deducted once a month, September through June. Region dues, Coordinating Council dues, and local dues will be deducted the second pay day in September.

- B.
  - 1. Upon appropriate written authorization from the bargaining unit members the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, bank, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer.
  - 2. These deductions shall be made every payday once the authorization is delivered to the business office. Union dues will be deducted every other payday. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer. However, if they wish to change, notification must be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions.
  - 3. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in the master agreement relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
- C. The Employer agrees to provide this service without charge to the Union.
- D. It is recognized that the language on the pre-printed authorization form for deduction of Union dues may be different from the language set forth herein. The language of the Union's pre-printed form shall be controlling in the determining the application of Union dues or Service Fees. .
- E. The Employer agrees to deduct the Union Representation Fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in the Union Security Article of this contract.
- F. The amount of such representation fee will be determined pursuant to MEA's "Policy Regarding Objections to Political – Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of union dues collected from union members.

## **ARTICLE 7 - REPRESENTATION FEE CHECK OFF**

- A. The Employer agrees to deduct the Union Representation fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in the Union Security Article of this contract as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D) provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked according to the procedure outlined in the MEA Constitution, Bylaws, and Administrative Procedures. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in the Union Security Article of this Contract.
- C. The Employer agrees to provide this service without charge to the Union.
- D. It is recognized that the language on the pre-printed authorization form for deduction of the representation fee may be different from the language set forth above. The language of the Union's pre-printed form shall be controlling in determining the application of Union dues or Service Fees.

## **ARTICLE 8 - REMITTANCE OF DUES AND FEES**

### **A. When Deductions Begin**

Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month following receipt of the written authorization by the Employer and each month thereafter during the existence of such authorization.

### **B. Remittance of Dues to Financial Officer**

Deductions for any calendar month shall be remitted to such address and to such financial officer of the Association as shall be designated in writing by the Association with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

- C. The Employer shall also indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial

officer by submission of an alphabetical list of all new employees since the date of submission of the previous month's remittance of dues.

### **ARTICLE 9 - PRESIDENT AND PRESIDENT-ELECT**

- A. **President.** The employees covered by this Agreement will be represented by one (1) President.
1. The Employer will be notified in writing of the names of the President and of the President-Elect who would serve only in the absence of the regular President.
  2. The President during the regular working hours without loss of time or pay may investigate and present grievances to the Employer during working hours provided such activities do not interfere with the Employer's operations.
  3. The local President shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure provided such activities do not interfere with the Employer's operations.
- B. Bargaining unit members will not lose any pay for time spent in negotiations.

### **ARTICLE 10 - SPECIAL CONFERENCES**

- A. Special conferences for important matters between the local President and a District representative of the Employer are deemed to be potentially useful tools for the resolution of interim matters of mutual concern to the parties of this contract. Such special conferences may be called by the representatives of either party to the contract. Each party shall determine on an ad hoc basis who or what individuals shall represent their interest in such matter. Arrangements for such special conference shall be made in advance, and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda unless otherwise agreed at the time. Conferences shall be held at such times and places as the parties thereto may agree.
- B. Bargaining unit members shall be compensated at their regular hourly rate for all hours spent in attending in-service, conferences, or workshops that are approved by the administration. Bargaining unit members required to attend mandatory meetings outside of their scheduled working time shall be paid their regular hourly rate for all time spent in such meetings. The administration shall provide copies of all pertinent information to bargaining unit members that do not attend.

- C. The District shall pay for the test fees for District paraprofessionals required by the No Child Left Behind Act of 2001 to meet certification requirements.

### **ARTICLE 11 - DISCHARGE AND DISCIPLINE**

- A. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members. The severity of the offense as determined by the Superintendent may result in step A-4 becoming the first action of discipline:
1. Verbal warning by appropriate administrator.
  2. Written warning by appropriate administrator.
  3. Written reprimand by appropriate administrator.
  4. Suspension with pay pending a "Just Cause" hearing by the Personnel Committee.
  5. Suspension without pay.
  6. Dismissal for just cause only.
- B. For purposes of definition for the term "just cause" used in this Article, the following are by way of illustration, but not of limitation, for just cause:
1. Violation of published school district policy.
  2. Disorderly conduct while on duty.
  3. Willful neglect or destruction of school district property.
  4. Theft or attempted theft of property from the district, its staff, its students, or employees.
  5. Working under the influence of alcohol or other behavior-altering substances.
  6. Falsification of information on job application, time records, or other school district records.
  7. Incompetence.
- C. **Appeal of Discharge or Discipline.** Should the discharged or disciplined employee or the President consider the discharge to be improper, a complaint shall be presented in writing through the President to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give the answer within three (3) regularly scheduled working days after receiving the complaint. If the employee desires to appeal the matter further, it shall be referred to the Grievance Procedure at Step 2 within two (2) regularly scheduled working days following such answer by the Employer.
- D. **Use of Past Record.** In imposing any discipline on a current charge, the Employer shall not take into account any prior infractions which occurred more than four (4) years previously and provided such infractions were called to the attention of the employee at

the time when they first became known to the Employer. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written, or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

- E. **Personnel File.** A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

Definition: A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement. Grievances will be presented in the following steps:

1. **Level One.**

A person with a grievance will first discuss it with the Superintendent, either directly or through the Association's school representative, with the objective of resolving the matter informally. The grievance shall be presented within ten (10) school days of its occurrence, or it shall be deemed waived. The Association shall also be permitted to grieve following steps listed here.

2. **Level Two.**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent. This must be done within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance the Superintendent will decide whether the grievance has merit. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
- b. The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the aggrieved person and/or representatives of the Association in an effort to resolve it.
- c. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. If the Association does not meet the timelines, the grievance will be deemed abandoned. If the District does not meet the timelines, the Association will receive the award.

3. **Level Three.**

If the individual grieving or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered, the grievance will be referred to the Board at the next regularly scheduled meeting. The Board will then discuss it with the Superintendent who will then implement the Board's instructions within ten (10) school days.

4. **Level Four.**

- a. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after being presented to the Board, the Association may within five (5) school days after a decision by the Board request in writing that the grievance be submitted to binding arbitration. If the Association determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged violation, misinterpretation or misapplication thereof and that submitting it to binding arbitration is in the best interest of the Republic-Michigamme School System, it may by written notice to the Board submit the grievance to binding arbitration

within thirty (30) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement or an alleged violation, misinterpretation, or misapplication thereof may be processed through Level Three but will not be arbitrable.

- b. Within ten (10) school days after such written notice of submission to binding arbitration the Board and the Association committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasonings, and conclusions on the issues submitted. The arbitrator will be without power to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. He/she shall have no power to rule on any of the following:
  1. The termination of services of or failure to re-employ any probationary employee;
  2. Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law.
- d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

### **ARTICLE 13 - SENIORITY**

- A. 1. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) days actually worked. Employees who have worked sixty (60) days for the District within the previous twelve (12) months will be considered as probationary employees for the first thirty (30) days actually worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of

commencement of his/her probationary period. There shall be no seniority among probationary employees.

2. Each new employee shall have a meeting with the Superintendent within five (5) days after employment for the purpose of discussing the job. That meeting shall include, but is not limited to, a review of specific responsibilities, duties and hours, a review of the Superintendent's expectations with regard to duties and overall work habits. A copy of the employee's original job description will be placed in the employee's personnel file with a copy sent to the employee as well as any modifications in the descriptions.
- B. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment (other than discipline or discharge for other than Union activity) for the term of this Agreement. Probationary employees are entitled to the rate per hour provided in Article 35 and to such other benefits as they may be specifically granted by the written provisions of this Agreement. Probationary employees may be laid off, suspended, or discharged at any time by the Employer in its sole discretion with or without cause other than for proper Union activity.
  - C. Seniority shall be on an Employer-wide basis in accordance with the employee's last date of hire. In proper cases (when the Union and District mutually agree), exceptions can be made. Disposition of these cases will be a proper matter for special conference; and if not resolved, it shall then be subject to the Grievance Procedure.
  - D. Ties in seniority shall be broken by a turn of the card.
  - E. The union and the Employer may mutually waive any of the seniority rules set forth in this Agreement relative to efforts by the Employer to provide suitable jobs for physically handicapped individuals or for employees who have been partially disabled in the service of the Employer provided such action shall not result in the laying off of an employee with greater seniority.
  - F. The training of students for work experience cannot be done to displace a bargaining unit member.

#### **ARTICLE 14 - SENIORITY LISTS**

- A. The seniority list will show the name and job of all employees of the unit who are entitled to seniority along with the date of hire and number of years employed.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the local Union membership with up-to-date copies upon request.

- C. The seniority list shall be published by October 15 of each school year, and the list shall provide a place for the initials of each bargaining unit member indicating their agreement with their listed seniority date. The seniority list shall be posted for thirty (30) calendar days in a conspicuous location in the office for inspection by bargaining unit members each school year. After the thirty- (30-) day posting period, the Employer and Association may rely upon such seniority list (as corrected, if agreed upon) as conclusive. Updates of the seniority list will be furnished to the local Association president throughout the school year as needed.

### **ARTICLE 15 - SENIORITY OF UNION REPRESENTATIVES**

For the purpose of layoff only, the local President will be deemed to have the greatest seniority in his/her job classification.

### **ARTICLE 16 - LOSS OF SENIORITY**

Employees shall lose their seniority and their employment shall be terminated in any of the following events:

- (a) If they quit.
- (b) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If they are absent for two (2) consecutive working days without notifying the Employer provided nothing herein shall be construed as prohibiting the Employer from appropriately disciplining employees who are absent without good cause or without notification as otherwise required by this Agreement. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify their supervisor of such desire and the reason therefor before the end of their previous shift, if possible, and in any event not less than thirty (30) minutes before the beginning of their next shift except in case of emergency beyond their control and in such case as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner if it so desires.
- (d) If they are off for more than twelve (12) consecutive months on workers' compensation and/or other disability leave, whether or not compensable, or if they fail to return to work as scheduled when they are medically qualified to return to work. Temporary return to work during such period (where absence continues due to the same illness or injury) will

not be deemed an interruption of the twelve (12) consecutive months but such period of temporary return will be added to the twelve- (12) month period.

- (e) If they are laid off for more than two (2) years.
- (f) If they fail to indicate their desire (by certified mail) to be continued on the records of the Employer as available for recall to work within seven (7) calendar days after receipt by the employee of written notice from the Employer (by certified mail, return receipt requested, addressed to the employee's last address on record with the Employer) or upon return of such written notice by the Postal Service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason.
- (g) If they do not return to work when scheduled upon recall from layoff as set forth in the recall procedure.
- (h) If they do not return as scheduled from sick leave or leave of absence.
- (i) If they willfully make a false statement which is material on their application for employment or on their application for leave of absence.
- (j) If they retire or are retired pursuant to any retirement plan of the Employer then in effect.
- (k) Exceptions may be made by mutual agreement of the Employer and the Union.

### **ARTICLE 17 - SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the classification and on the basis of ability to perform the described job function.

### **ARTICLE 18 - TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are absent from work due to vacation, illness, etc., will be offered to the top person on the overtime/extra hours list who is qualified. The most senior employee will have the opportunity to accept or decline a temporary assignment. Should the assignment be declined, then it will go to the next most senior qualified employee, etc. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position.

## ARTICLE 19 - WORKING HOURS

- A. This Article is intended to define the normal shifts and normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.
- B. The regular working day for full-time eight (8) hour per day employees shall consist of eight and one-half (8 1/2) hours per day including thirty (30) minutes unpaid for lunch.
- C. Employees may take a ten- (10) minute "coffee break" in the a.m. and also a ten- (10) minute "coffee break" in the p.m. or during the first half and second half of their regular shift, whichever may apply. To be eligible for such "coffee break" the employee must actually work four (4) hours during such a.m. or p.m. or such first half or second half of their shift, respectively.
- D. **Summer Hours.** The regular working day for full-time eight (8) hour per day employees shall consist of eight (8) hours per day including thirty (30) minutes paid for lunch.
- E.
  - 1. The normal work week for regular full-time eight (8) hour per day, five (5) day per week employees is forty (40) hours.
  - 2. Fifty-two- (52) week employees will report for work on scheduled work days regardless of whether school is in session.
  - 3. School-year employees will report for work on days when school is in session unless otherwise scheduled.
  - 4. Kitchen staff will report for work on days when school is in session unless otherwise scheduled.
  - 5. Part-time employees will report for work on days school is in session unless otherwise scheduled.
  - 6. Unless otherwise scheduled, prior arrangements will be made with the Superintendent before exceeding the above.

## ARTICLE 20 - SCHOOL CLOSING AND SNOW DAYS

- A. A snow day is when there is no school in session for the entire day.
- B. When school is called off during the day, the morning shift will complete the eight- (8) hour shift; the afternoon shift may come in early starting their eight (8) hours immediately after school dismissal.

- C. Decision for ball games on snow days will be at the discretion of the Athletic Director. There will normally be no extracurricular bus runs when school is dismissed early.
- D. All affected employees will be notified of a school closing or change in hours of starting time.
- E. Employees shall suffer no loss of pay on days/ or hours allowed by state regulations for unscheduled closings because of weather or other conditions allowed under the state regulations to qualify for such closings..
- F. Whenever an employee is required to plow snow during a school closing, the employee may receive compensatory time off at a later mutually acceptable date in lieu of wages.

### **ARTICLE 21 - EQUALIZATION OF OVERTIME HOURS & EXTRA HOURS**

- A. Overtime/extra hours shall be divided as equally as possible among employees. An up-to-date list showing overtime hours will be posted monthly in the receiving room.
- B. Whenever overtime/extra hours is (are) required, the person with the least number of overtime/extra hours will be called first and so on down the list in an attempt to equalize the overtime/extra hours.
- C. For the purpose of this clause only, overtime/extra time refused by the employee shall be counted toward equalization hours.
- D. Overtime/extra hours will be computed from July 1 through June 30 each year.
- E. Overtime/extra hours shall be posted at least two (2) weeks in advance in the receiving room.
- F. Nothing herein shall be construed as limiting the Employer's right to require employees to work overtime or as requiring the Employer to offer or assign overtime to employees where, in the Employer's discretion, such assignment would be unreasonable or inefficient considering, for example, the qualifications and abilities of employees, the amount and type of work required, the employees' normal schedules of work, and the amount of overtime they have been working. If an employee believes the Employer is not making reasonable efforts to assign employees as required in this Article, a grievance may be filed. An arbitrator finding a flagrant violation of this Article may award back pay but may otherwise only require that employees be given the opportunity in the future to work overtime as the arbitrator directs.
- G. An employee may hold two (2) positions--one the major position, the other the minor position. Benefits will only be paid on the major position.

## ARTICLE 22 - TIME AND ONE-HALF

Time and one-half will be paid to all employees including probationary and temporary employees as follows:

- A. For all hours actually worked over eight (8) in one day.
- B. For all hours actually worked over forty (40) in one week. While overtime is not paid for unworked holidays or vacations, for purposes of this provision the number of straight-time hours for which an employee received holiday or vacation pay earlier in the week shall be included as hours "actually worked" for determining whether hours actually worked later in the week are in excess of forty (40).
- C. For all hours actually worked on holidays that are defined in this Agreement in addition to holiday pay.
- D. Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

## ARTICLE 23 - VACANCIES

- A. A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, a new position that is currently not in existence or a position vacated by retirement. Vacancies shall be posted within ten (10) working days of the date the vacancy occurs. Vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven- (7) calendar day posting period. The senior employee applying for the vacancy and who meets the minimum requirements shall be granted a twenty- (20) working day test period to determine:
  - 1. His/her desire to remain on the job;
  - 2. His/her ability to perform the job.
- B. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to the President; in the event the senior applicant disagrees with the reasons for denial, the matter may then become a proper subject for Step One the Grievance Procedure.

- C. During the first twenty (20) days actually worked on the new job, if the Employer or employee notify each other in writing that the employee is unable to satisfactorily perform the work and the reasons therefore, the employee will be returned to his/her former classification. The Employer may then fill the vacancy, without reposting the opening, with the next senior qualified applicant or as otherwise permitted by this Agreement. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step in the Grievance Procedure.

#### **ARTICLE 24 - TRANSFERS**

- A. **Transfer of Employees.** If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- B. The Employer agrees that in any movement of work not covered in Section A, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.
- C. Any anticipated change or transfer of positions will be undertaken with prior notification to the affected parties.

#### **ARTICLE 25 - LAYOFF DEFINED**

- A. The word "layoff" means a reduction in the working force.
- B. In the event of a layoff the following procedure will be used so long as the remaining employees have the necessary qualifications, skill, and physical ability to efficiently perform all work required:
  - 1. Employees in the classification not entered on the seniority list, including probationary and temporary employees, will be laid off first.
  - 2. Thereafter seniority of employees working in the classification will determine the order of layoff.
  - 3. An employee who would otherwise be laid off may within seven (7) calendar days of notification of layoff elect to bump a less senior employee as follows: Employees may be permitted to bump less senior employees working in other

classifications if the more senior employee has successfully held such classification in the past within a reasonable period of time such that it can be reasonably expected the employee is still fully qualified to perform such work or if in the Employer's sole discretion the employee has sufficient qualifications, skill, and physical ability to efficiently perform all work required.

4. In proper cases (when the Union and District mutually agree), exceptions may be made. Disposition of these cases will be a proper matter for special conference; and if not resolved, it shall then be subject to the Grievance Procedure.
- C. Employees to be laid off (other than those bumped by other employees) for an indefinite period of time will normally, absent emergency, be given at least seven (7) calendar days' notice of layoff. The local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
  - D. The Union recognizes the right of the Employer to determine the necessity for layoff and the number of employees to be laid off, but the Union and the Employer agree to meet prior to layoff to discuss the effects and implementation of such layoff. If a grievance is filed by an employee claiming that they have been improperly laid off and the Employer grants the grievance (resulting in layoff of a different employee), the Employer will not be liable for retroactive pay to the employee laid off as a result of resolution of the grievance; should, however, an arbitrator subsequently decide that the employee laid off should be returned to work, pay for such employee may in the arbitrator's discretion commence at the beginning of the work week following receipt by the Employer of such a decision from the arbitrator. If the Employer elects to deny the grievance and to layoff an employee other than that which would result from granting of the grievance, the arbitrator may award back pay as deemed appropriate.

#### **ARTICLE 26 - RECALL PROCEDURE**

- A. When the working force is increased after a layoff, employees will be recalled according to seniority if they have the qualifications, skill, and physical ability to efficiently perform the work. Such recall will be to the classification from which they were laid off (or if they successfully bumped to a different classification prior to layoff, to the classification from which they bumped, so long as they have made such written request at the time of layoff). Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of such notice, they shall be considered a quit. Exceptions may be made.
- B. The Union recognizes the right of the Employer to determine the necessity for recall and the number of employees to be recalled, but the Union and the Employer agree to meet prior to recall to discuss the effects and implementation of such recall. If a grievance is filed by an employee claiming that they should have been recalled and the Employer

grants the grievance (resulting in continued layoff of a different employee), the Employer will not be liable for retroactive pay to the employee continuing on layoff as a result of resolution of the grievance; should, however, an arbitrator subsequently decide that the employee continuing on layoff should be returned to work, pay for such employee may in the arbitrator's discretion commence at the beginning of the work week following receipt by the Employer of such a decision from the arbitrator. If the Employer elects to deny the grievance and to continue an employee on layoff other than that which would result from granting of the grievance, the arbitrator may award back pay as deemed appropriate.

### **ARTICLE 27 - LEAVES OF ABSENCE**

- A. Written requests for leaves of absence without pay for periods not to exceed one (1) year will be granted by the Board in writing to regular full-time and part-time employees with seniority to be frozen for the following:
  - 1. Personal illness or injury (physical or mental) rendering the employee unable to work provided such claim is supported by satisfactory evidence.
  - 2. Prolonged illness in the employee's immediate family necessitating their presence provided such claim is supported by satisfactory evidence.
  
- B. Written requests for leaves of absence without pay for periods not to exceed one (1) year may in the discretion of the Superintendent be granted to regular employees (response to be given in writing) with seniority to be frozen for the following:
  - 1. Educational leave.
  - 2. Union leave.
  
- C. Such leaves may be extended at the discretion of the Board.
  
- D. A child care leave of absence without pay will be granted to regular employees in writing for a period of up to one (1) year for the purpose of infant child care. This leave may be requested as an extension of leave time following expiration of maternity leave (paid sick leave). A further extension of child care leave or a second leave of absence may be granted at the discretion of the Department Head and Board. Such leave request shall not be unreasonably withheld.
  
- E. Employees shall accrue seniority while on a paid leave of absence granted by the provisions of this Agreement. Employees whether on a paid or unpaid leave of absence shall be returned to the position they held at the time the leave of absence was granted, if open, or to a position to which their seniority entitles them when such a position next becomes available at the conclusion of the leave of absence.

## ARTICLE 28 - PAID SICK LEAVE/Personal Leave

- A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month in which work is performed with unlimited accumulation. School year employees shall be granted ten (1) sick leave days per school year. Twelve (12) month school employees shall be granted twelve (12) sick leave days per year.
- B. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions for all job-related purposes shall be treated the same as disabilities caused or contributed to by other medical conditions including use of accumulated paid sick leave during periods of actual disability as provided in this Paid Sick Leave Article. As with other disabilities, unpaid sick leave may be granted during continuing periods of actual disability following exhaustion of accumulated paid sick leave. If additional time is needed beyond the actual period of disability, a leave of absence may be requested as provided for leaves absence generally. Notwithstanding other provisions of this Agreement requiring physical examinations and/or reports, an employee on maternity leave will not normally be required to submit a medical report establishing the period of disability if the period of disability claimed does not exceed six (6) calendar weeks. The employee requesting such leave shall file her request in writing five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.
- C. Upon retirement and upon becoming eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund, the Republic-Michigamme School District shall pay to each member an amount equal to one-half (1/2) of the daily base rate at the time of retirement times the number of accumulated unused days of paid sick leave not to exceed one hundred eighty five (185) days. Any unused sick leave monies and years of service monies owed to a retired support person must be paid through BENCOR.
- D. Upon the death of a member the above-designated retirement sick leave pay shall be paid to his/her designated beneficiary.
- E. Employees may use paid sick leave for personal illness in their immediate household necessitating their presence provided such claim is supported by satisfactory evidence. Employees may use up to two (2) sick days for personal business per past practice.
- F. While not limiting the Employer's right to require appropriate documentation in other cases where it has reasonable cause to require such documentation, for any paid sick leave extending beyond three (3) consecutive days a doctor's certificate may be required at any time.
- G. School year employees will be granted one (1) personal day per contract year for use of the employees personal business. Twelve month employees shall be granted two (2) personal days per contract year for use of the employees personal business. Said days will not accumulate from year to year. Forty-eight (48) hours prior notice in writing will

be given to the Superintendent before leave is taken. No more than two (2) employees will be granted leave on any given day.

### **ARTICLE 29 - FUNERAL LEAVE**

- A. When death occurs in a regular full-time or part-time employee's immediate family, the employee will be excused for necessary absence from work for up to three (3) consecutive calendar days, one of which must be the day of the funeral, to permit the employee to attend the funeral. Immediate family shall be defined as mother, father, spouse, children, mother-in-law, father-in-law, brothers, sisters, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparent-in-law, and grandchildren.
- B. Additional leave without pay may be granted for attending the funeral of friends or other relatives at the discretion of the Board.
- C. Any regular employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. The local President or his/her representative shall be allowed one (1) funeral leave day with pay in the event of the death of a member of the Union who is a member of the District for the exclusive purpose of attending the funeral.

### **ARTICLE 30 - JURY DUTY**

A regular full-time or part-time employee who serves on jury duty (including an employee who reports for jury duty when summoned, whether or not used) will be paid the difference between the payment they receive for such service and the pay they would otherwise have received from the Employer for the hours they would have worked had they not been performing such service based upon their current base rate of pay and their scheduled workday. Payment herein is conditioned upon prompt return to work for the remainder of the scheduled shift for any employee released from jury duty by 12:00 noon. The employee will present proof on a form provided by the Employer that they did serve or report as a juror, their time of release, and the amount of pay received therefor.

### **ARTICLE 31 - RETIREMENT COMPENSATION**

- A. As in the past, the full cost of the Michigan Public School Employees' Retirement System shall be paid for eligible employees by the Employer.

- B. Employees will upon retirement receive terminal pay to be computed as follows: Fifty Dollars (\$50) times the number of years of service, said amount to be paid in no more than six (6) equal installments during the last six (6) months of employment. On the death of a member, terminal leave pay shall be paid to the spouse and/or children or such other designated beneficiary. Any unused sick leave monies and years of service monies owed to a retired support person must be paid through BENCOR.

### **ARTICLE 32 - HEALTH BENEFITS**

- A. 1. The Employer agrees to pay the full monthly premium on behalf of regular full-time employees and the pro rata monthly premium for part-time employees for insurance coverage as follows:

#### **MESSA Choices II PAK Plan A:**

MESSA Choices II

\$25,000 term life insurance with AD&D; \$12,500 spouse; \$6,250 dependent children

Long-term disability insurance – MESSA Plan II

MESSA Dental Care – 90/80/80/80 - \$1,800 orthodontic max

MESSA Vision Care Plan – VSP 3 Plus

#### **MESSA Choices II Plan B (for those eligible employees not electing Plan A):**

MESSA Dental Care – 90/80/80/80 - \$1,800 orthodontic max and adult ortho rider

MESSA Vision Care Plan – VSP 3 Plus

Life - \$30,000 AD&D; \$12,500 spouse; \$6,250 dependent children

Long-term disability insurance – MESSA Plan II

School Board pays full cost of Choices II for 04-05. For 05-06 if there is a zero –10% increase in Choices II; it will be paid by the school district. If 10.1% -15% increase the pay raise goes down by 1% and the school district pays full insurance. If insurance rates increase 15.1% or more, the pay raise will decrease to 0 and Board pays full insurance for 05-06. 1-10% increase picked up by the Board, if over 10.1% increase raise goes to 0 and Board pays full insurance for 06-07.

Annuity - \$350 Board paid annuity when district changes to Choices II, if any bargaining unit member drops insurance as of April 1, 2005 the annuity will go to \$375 effective immediately for the rest of 04-05, 05-06 and 06-07.

2. The Employer agrees to continue payment of such premium for eligible regular full-time and part-time school-year employees who have completed their full school year obligation through the immediately following summer months of June, July, and August provided they continue to work as and if scheduled or assigned during such months.
  3. Payment of such premiums will be continued during approved leaves of absence or layoff for a period of up to six (6) months for the following leaves:
    - (a) Maternity or child care leave.
    - (b) Personal illness leave.
    - (c) Illness in the immediate family.
- B. Except as otherwise provided, the Employer's obligation hereunder shall exist with respect to any employee only while they are in the active service of the Employer and only while they continue to have earnings from the Employer for hours actually worked. Except as otherwise specifically provided, such obligation shall terminate when an employee terminates active employment with the Employer.
- C. The Employer, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer hereunder shall be payment of the insurance premiums; if any dispute should arise concerning payment of premiums, the employee must arrange for continuance of insurance coverage if they so desire, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.
- D. An employee, to be eligible for benefits, must make proper application with the Employer and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries, or other information affecting insurance status. The effective date for coverage or for changes in coverage will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.
- E. If employees wish to continue coverage during periods when the Employer's obligation does not exist, they shall have sole responsibility for making arrangements necessary for continuation of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the

employee. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is in any part that of the employee, the Employer may automatically terminate insurance benefits due to the employee's nonpayment of necessary premiums.

- F. The Employer will notify the Union prior to a change of insurance carriers. The Employer agrees to meet with the Union and the insurance carrier(s) as appropriate to discuss any differences in benefits between the current insurance policies and the proposed new insurance policies. At such meeting the parties may ask appropriate questions to determine any differences between the insurance policies.

### **ARTICLE 33 - VACATION ELIGIBILITY**

- A. Vacation credits for regular full-time full-year employees will be earned as follows:
1. Employees with one (1) year but less than two (2) years of service shall be eligible for one (1) week of vacation.
  2. Employees with two (2) or more but less than six (6) years of service to the District shall be eligible for two (2) weeks' paid vacation per year.
  3. Employees with six (6) years but less than eleven (11) years of service shall be eligible for three (3) weeks' paid vacation per year.
  4. Employees with at least eleven (11) years of service to the District shall receive a yearly paid vacation of three (3) weeks plus one (1) additional day for each full year of service beginning with completion of the eleventh (11th) year up to a maximum of twenty-five (25) days' paid vacation per year.
- B. Vacations will be granted and scheduled at times during the year as are suitable considering both the wishes of the employee and the efficient operation of the School District.
- C. If a regular pay day falls during an employee's vacation, he/she will receive that paycheck in advance before going on vacation provided the employee has given advance notice of at least ten (10) working days to the business office.
- D. If an employee is laid off or retired or severs his/her employment, he/she will receive any unused vacation credit including that accrued during the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- E. Vacations are not cumulative and must be used during the year they become available.

- F. During vacations an employee will be paid his/her current base rate and will receive credit for any benefits provided by this Agreement.
- G. Employees will earn vacation as above provided on a prorated basis as in the past.
- H. Bargaining unit members unable to use accumulated vacation time will be paid his/her rate in lieu of unused vacation time.

### **ARTICLE 34 - HOLIDAY PROVISIONS**

- A. Paid holidays are designated as Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas Day, Christmas Day, and New Year's Day. Eligible regular full-time full-year employees will be paid their regular rate of pay for the hours they would have worked had the holiday not occurred. Eligible regular full-time school-year employees will be paid for such holidays falling within the scheduled school year. Eligible part-time employees will be paid for such holidays on a prorated basis, part-time school-year employees being paid only for such holidays falling within the scheduled school year. The Friday before Labor Day is a paid holiday for ESP members.
- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- C. An employee shall be eligible for holiday pay under the following conditions:
  - 1. The employee must work his/her regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
  - 2. Exceptions to the preceding subparagraph will be made:
    - (a) Where the employee is granted prior paid leave for the shift prior to the holiday for good cause including sickness.
    - (b) Where the employee is granted paid leave for the shift after the holiday for good cause including sickness.

**ARTICLE 35 - RATES OF PAY**

**Rates**

A.	<b><u>Level</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>
	28+	\$15.00	\$15.20	\$15.30
	23+	\$14.85	\$15.05	\$15.15
	18+	\$14.70	\$14.90	\$15.00
	12+	\$14.40	\$14.60	\$14.70
	6+	\$13.30	\$13.50	\$13.60
	1+	\$12.20	\$12.40	\$12.50
	0	\$10.30	\$10.50	\$10.60

additional \$.25  
for maintenance  
supervisor

- B. Probationary employees shall be paid ten percent (10%) less until the completion of their probationary period.
- C. Any person in fact assigned to bus driving duties on any given day shall be guaranteed a minimum of three (3) hours providing they are available and willing to perform any assigned work.
- D. Full-time employees working the second shift shall receive Twenty-Five Cents (\$.25) per hour premium pay. Second shift shall be defined as any working day commencing at or after 2:30 p.m.
- E. All hours paid to any employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless hours actually worked are otherwise specified.

## ARTICLE 36 - BENEFITS PACKAGE

Employees are eligible for benefits based on the specific written language contained elsewhere in this Agreement. The following is intended as a reference summary of benefits for particular classes of employees but neither adds to nor detracts from the actual benefits for which the employee may be eligible. If there is a conflict between the provisions of this Article and the provisions of the Article authorizing the benefit, the Article authorizing the benefit shall prevail.

A. Full-time, full-year employee:

1. Insurance:
  - (a) Health
  - (b) Dental
  - (c) Vision
  - (d) Life
  - (e) Weekly indemnity
2. Paid sick leave
3. Vacation
4. Holidays
5. Leaves of absence
6. Funeral leave
7. Jury duty
8. Retirement

B. Full-time, school-year employees:

1. Insurance:
  - (a) Health
  - (b) Dental
  - (c) Vision
  - (d) Life
  - (e) Weekly indemnity
2. Paid sick leave
3. Holidays which fall within the scheduled school year
4. Leaves of absence
5. Funeral leave
6. Prorated vacation time
7. Jury duty
8. Retirement

C. Part-time, full-year and part-time, school-year employees:

1. Prorated insurance:

- (a) Health
  - (b) Dental
  - (c) Vision
  - (d) Life
  - (e) Weekly indemnity
- 2. Paid sick leave
  - 3. Holidays which fall within the scheduled school year
  - 4. Leaves of absence
  - 5. Funeral leave
  - 6. Prorated vacation time
  - 7. Jury duty
  - 8. Retirement
- D. Prorated insurance shall be calculated by the percent of regularly scheduled daily hours compared to an eight- (8) hour workday. Example: An employee working three (3) hours per day would pay sixty-two and one-half percent (62 1/2%) of the premium, and the Employer would pay thirty-seven and one-half percent (37 1/2%) for items listed (a) through (e). Payment would be due to the Employer prior to the second payday of the month. Summer premiums are to be paid prior to the end of the current school year. If payment, or any subsequent monthly payment, is not received on time, the employee will lose the option to receive or continue coverage.

### **ARTICLE 37 - UNION BULLETIN BOARDS**

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- A. Notices of recreational and social nature.
- B. Notices of election.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Job postings.

### **ARTICLE 38 - GENERAL PROVISIONS**

- A. Any agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

- B. As used throughout this Agreement unless otherwise specified, "calendar" days shall mean Monday through Sunday and "working" days shall mean Monday through Friday excluding holidays.
- C. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations, and orders concerning discrimination including, without limitation, settlements and consent judgments.
- D. Employees shall notify the Employer of any change of name or address or of any change which would affect insurance or other benefit status promptly and in any event within seven (7) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and other information shown on its records for all purposes involving his/her employment and this Agreement.
- E.
  - 1. Every employee must and hereby agrees to have such physical examinations as are required from time to time by the Employer and paid for by the Employer to establish or re-establish the employee's physical fitness to perform their work. If the employee requests to see their own physician with the Employer's consent, the cost for such physical examination shall be paid by the employee. If the Employer requires an employee to have an examination other than normal annual examinations, the Employer will upon request notify the employee in writing of the specific reasons for such request.
  - 2. Employees failing to pass physical examinations may employ a qualified medical examiner of their own choosing and at their own expense to conduct a further physical examination for the same purpose. If the findings of the employee's medical examiner disagree with the Employer's, a copy of the employee's medical examiner's findings shall be furnished to the Employer; and the Employer will at the request of the employee ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the employee for the same purposes (the cost of such third medical examiner to be shared equally between the Employer and the employee unless the Employer requires such examiner to be from outside the Counties of Marquette, Dickinson, or Baraga, in which event the entire cost of such third medical examiner shall be borne by the Employer). Should the employee's medical examiner fail to participate in the process for reaching agreement on the third medical examiner, the Employer and the employee/Union will agree upon such third examiner. The findings of such third medical examiner shall determine disposition of the case. This provision is applicable only to administration of this collective bargaining agreement and is not intended to restrict any of the Employer's rights under Michigan's Worker's Compensation Laws or otherwise.

3. If the findings of the medical examiner (as provided above) indicate medical problems, the employee will normally be permitted a reasonable period on the job to demonstrate that they are undertaking an effective program to control such problems but not to extend beyond the time at which medical examiners recommend the employee be suspended from active employment for health reasons or the time an employee cannot efficiently and safely perform the work required.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort or court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so or to any rule or regulation of the State Department of Labor from which regulation no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law; but all other provisions hereof shall continue in full force and effect.
  - G. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
  - H. The entire Agreement between the parties as set forth in this written instrument expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.
  - I. Meetings will be held between the personnel committee of the Board, the Superintendent, the Union President, one (1) other Union official, and one (1) or two (2) other Union members for the purpose of exchanging views. These meetings will not be held in place of the grievance procedure and will not be used to circumvent the normal chain of command. Further meetings will be arranged if agreeable to both parties.

### **ARTICLE 39 - BUS DRIVING HOURS**

- A. Whenever possible, extra bus driving hours will be offered to available part-time certified drivers making every effort to equalize the work opportunity.

- B. Available extra or overtime hours that occur on Saturday or Sunday will be first offered to the Special Ed bus drivers because of their unavailability during the regular work week; however, this section is not intended to allow Special Ed bus drivers to exceed other employees' opportunities in Section A above.
- C. Special Ed run drivers shall not be paid for "down time" during their daily regularly scheduled Special Ed run.
- D. The Employer will reimburse the bargaining unit member for the cost of their bus driver license, including renewal, where the license is required for them to perform their assigned duties.
- E. The full cost of annual physicals will be paid by the Board. The doctor will be determined by the Board. Bargaining unit members may select the physician of their choice but must pay the difference between the Board's physician and their physician.

#### **ARTICLE 40 - COVERAGE OF WORK ASSIGNMENT**

It is the responsibility of the administration during an employee's illness and absence to cover his/her work assignment. If the Employer chooses not to provide a substitute, the bargaining unit members left on the job will not be expected to do the work of the absent employee as well as their own work load. Management shall provide the employee with a priority list of work items to be done including the alternate supervisor to contact in case of the absence of the regular supervisor.

#### **ARTICLE 41 - TERMINATION AND MODIFICATION**

- A. This Agreement shall become effective July 1, 2004, and shall continue in full force and effect until June 30, 2007.
- B. If either party desires to amend and/or terminate this Agreement, it shall at least sixty (60) days prior to the above termination date give written notification of same.
- C. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter subject to notice of amendment or termination by either party on at least sixty (60) days' written notice prior to the current year's termination date.
- D. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party following the applicable expiration date on ten (10) days' written notice of termination.

- E. Any amendments that may be agreed upon in writing shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- F. **Notice of Termination or Modification.** Notice shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union, to the Michigan Education Association, 211 Iron Street, Negaunee, Michigan 49866; and if to the Schools, Republic, Michigan 49879; or to any such address as the Union or the Employer may make available to each other.

REPUBLIC-MICHIGAMME  
ESP/MEA/NEA

REPUBLIC-MICHIGAMME  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date