

**AGREEMENT**

**BETWEEN**

**TAWAS AREA BOARD OF EDUCATION**

**AND**

**TAWAS AREA SCHOOLS CHAPTER OF LOCAL #1371**

**AFFILIATED WITH**

**MICHIGAN COUNCIL #25**

**AMERICAN FEDERATION OF STATE,**

**COUNTY AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**2007-2009**

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## **AGREEMENT**

This Agreement entered into this 1<sup>st</sup> day of July, 2007, by and between the Tawas Area Board of Education (hereinafter referred to as the "EMPLOYER") and Tawas Area Schools Chapter of Local #1371, affiliated with Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (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, employees and the Union.

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.

## **ARTICLE 1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement as set forth in the Certification of Representation issued by the Michigan Employment Relations Commission, July 18, 1972, Case No. R72B-40. The Employer does hereby recognize the Union as the exclusive representative for all full-time and part-time, non-teaching employees of the Tawas Area School District including bus drivers, crossing guards, cafeteria employees, custodians, clerical staff and educational assistants. EXCLUDING: teachers, supervisors, and technology/network supervisors as defined by the Michigan Employment Relations Commission.

## **ARTICLE 2. DUES DEDUCTION**

- A. 1. The Employer agrees to deduct, from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph A.-4.). Provided that the said form shall be executed by the employee, the written authorization for the Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice during the period thirty (30) days immediately prior to the expiration of this Agreement. The termination must be given both to the Employer and the Union.
2. Dues will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amount to be deducted and the legality of adopting action specifying such amount of Union dues.

3. The Employer agrees to provide this service without charge to the Union.

4. Authorization Form:

To: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- ( ) An amount established by the Union as monthly dues,
- or
- ( ) An amount equivalent to monthly Union dues which is established as a service fee.

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO on behalf of Local #1371.

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

Print: Last Name First Name

\_\_\_\_\_  
Address Zip Code Telephone

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

Payroll deductions under all properly executed Authorization for Check-off of Dues Form shall become effective as soon as they can be properly processed and the deductions shall be made from the last pay of the month and each month thereafter.

B. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO no later than the fifth day of the month following the month in which the dues were deducted. The Employer shall additionally indicate the amount deducted with a list of names from whom deducted, and notify the financial officer of Michigan Council #25 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 a list, of all new hires and their addresses since the time of submission of the previous month's remittance of dues.

At the beginning of the school year, the Employer shall submit an alphabetical list of names and addresses of all members of the bargaining unit to the financial officer of Michigan Council #25.

C. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the implementation of this Article. The Union agrees to assume all liability and expenses involved in any suit or award resulting from any suit brought against the Board in the implementation of this Article.



1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of employment, to continue membership in the Union or pay a service fee as established by the Union.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall, become a member of the Union or pay a service fee as established by the Union. The Employer will notify the Union each month of the names of the employees and the amount deducted for such fee.
3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by the Agreement shall be required to become members of the Union or pay a service fee as established by the Union for the duration of this Agreement, commencing the fiftieth (50th) day following the beginning of their employment in the unit. Employees who fail to comply with this section shall be released at the end of the school year or when a suitable replacement is found, whichever comes first.

### **ARTICLE 3. STEWARDS**

The Stewards, during their working hours and with prior permission of their supervisor, may investigate grievances as long as it does not disrupt the operation of the school system and they shall be paid for such time.

### **ARTICLE 4. SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Local President and the Employer or his designated representative upon request by either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangements for special conferences shall be made in advance and the agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included on the agenda and shall not include any matter which is currently the subject of a grievance.

### **ARTICLE 5. GRIEVANCE PROCEDURE**

#### A. Definition:

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific and express provision of this Agreement to the employee.
2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

#### B. Procedure:

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. Failure to comply with the time limits contained herein shall mean forfeiture of the grievance. The

Employer will answer, in writing, any grievance presented to it in writing by the Union. The Union may discuss extending the time limits associated with each step with the Employer and by mutual agreement said timelines may be extended.

**STEP 1.** Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee feels he has a grievance, he should discuss the grievance with the steward.
- b. The steward may discuss the grievance with the immediate supervisor.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- d. The immediate supervisor shall give his answer to the steward within five (5) working days of receipt of the grievance. Failure to respond within five (5) working days shall mean that the Employer has denied the grievance.

**STEP 2.** If the grievance remains unsettled, it shall be presented by the Local President or his representative, in writing, to the Superintendent within seven (7) working days after the response of STEP 1. Failure to comply with the time limits contained herein shall mean forfeiture of the grievance. The Superintendent shall sign and date the Local President's copy. The Superintendent or his designated representative shall, within five (5) working days, make arrangements for a meeting to discuss the grievance with the Local President. The steward and the grievant may be present. The Superintendent shall respond in writing to the Local President within ten (10) working days. Failure to respond within ten (10) working days shall mean that the Employer has denied the grievance.

**STEP 3.**

- 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, it shall, within twenty (20) working days from the date of the Employer's answer at STEP 2, meet with the Employer for the purpose of attempting to resolve the dispute(s). If no resolution is reached, the Employer shall issue an answer within ten (10) working days of the meeting. Failure of the Union to comply with the time limits contained herein shall mean forfeiture of the grievance.

**STEP 4.** If the dispute(s) remain unsettled and the Union wishes to carry the matter(s) further, the Union shall file a Demand for Advisory Arbitration by giving written notice to the Employer within twenty (20) working days from the date of the Employer's answer.

- a. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- b. All time limits in this Article may be extended by written mutual agreement.

- c. The Board and the Union shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
- d. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- e. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Union.

The parties may, by mutual written consent, specify their willingness to submit a dispute to binding arbitration, including the restrictions set forth in STEP 4., c., d., and e. above.

## **ARTICLE 6. DISCIPLINARY ACTION**

- A. The Employer agrees that all discipline shall be for just cause and principles of progressive discipline shall be applied in cases where disciplinary action is indicated.
- B. The Employer agrees upon discharge of a seniority employee to give written notice to the employee and the Union Steward.
- C. From the date of ratification of this contract by both AFSCME and the Board of Education, any infractions which occur shall remain in the employees personnel file and may be considered when imposing discipline. The Employer will not take into account any infractions which occurred more than thirty-six (36) months prior to the date of ratification by both entities.
- D. If the Union feels the discipline is without just cause, it shall have the right to submit the dispute to STEP 2. of the grievance procedure.
- E. Newly hired probationary employees shall have no recourse to the grievance procedure during their probationary period in the event said employee is discharged or disciplined.

## **ARTICLE 7. SENIORITY**

- A. New employees shall be considered as probationary employees until the employee has worked fifty (50) working days. After completion of the fifty (50) working days probationary period, an employee shall be considered as a regular employee and his seniority will start as of his first day of work in a union recognized position.
- B. The employee's seniority shall be terminated for the following reasons:
  - 1. If the employee quits.
  - 2. If the employee is discharged and the discharge is not modified in the Grievance Procedure.
  - 3. If the employee retires or is retired.
- C. The employee shall lose all seniority for the following reasons:
  - 1. If the employee is absent for three (3) consecutive days without properly notifying the Employer. A second occurrence may result in discipline up to and including discharge.
  - 2. If the employee fails to notify the Employer, in writing, of his or her intent to return to work



from a layoff within five (5) days after being notified to return to work. The employee must return to work within ten (10) days of notice unless authorized by the Employer to return later.

3. If the employee on layoff status has exhausted his recall rights of at least two (2) years, or if the employee has seniority greater than two years, their recall rights will be the length of their seniority, but not to exceed three (3) years.
- D. Position on the seniority list will be determined by the first day of work performed by an employee in a union recognized position. Those who have the same first day of work will have their position based on alphabetical order of their last name (A-Z).
- E. Employees with seniority who are awarded a new position (classification) within the bargaining unit will be placed at the lowest level of seniority within that classification. They will, however, maintain their overall seniority that they have earned in their formally held classification.

#### **ARTICLE 8. SENIORITY LIST**

- A. Seniority shall not be affected by race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C. 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 on April 15th and October 15th.

#### **ARTICLE 9. SENIORITY OF STEWARDS**

Notwithstanding their position on the seniority list, Stewards and the Local President shall, in the event of a layoff of any type, be continued at work as long as there is a job in the district which they can perform and shall be recalled to work, after a layoff, on the first job in the district which they have successfully performed in the past.

#### **ARTICLE 10. LAYOFF**

- A. The word "layoff" means a reduction in the work force for any reason.
- B. In the event it becomes necessary for a layoff, the Employer shall notify the employees to be laid off at least fourteen (14) calendar days prior to the effective layoff date. The Local Union President shall receive a list from the Employer of the employees being laid off on the same date notices are issued to employees.
- C. When a layoff takes place, probationary employees will be laid off first.
  1. Seniority employees will be laid off in inverse order of seniority by classification.
    - a. 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.

- D. The Employer may reduce the hours of work of all affected employees by the work schedule. Such reduction shall not affect the benefits of year round full time employees.
- E. In the event it becomes necessary for a layoff, voluntary layoffs may be allowed by the Employer based upon the employee's seniority, provided, however, prior to an employee volunteering for the layoff, a meeting shall be held between the Employer, the employee, and the Union, and the length of the layoff will be determined and mutually agreed upon by the parties.

#### **ARTICLE 11. RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled by reverse order of layoff, with the most senior employee on layoff qualified to perform said work being recalled first within the classification of the vacancy or to a formally held classification. If the employee or Union disputes the Employer's determination of employee being qualified, it shall become proper subject for the grievance procedure. Notice of recall shall be sent to the employee at his/her 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 notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

#### **ARTICLE 12. TRANSFER OF EMPLOYEES**

- A. If an employee transfers to a position under the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- B. Effective July 1, 2001, employees who have left the bargaining unit after the sixtieth (60<sup>th</sup>) working day shall have all accumulated seniority frozen. Upon being hired back into the bargaining unit, the employee shall have all previous accumulated seniority reinstated and shall retain all rights accrued for the purpose of any benefit provided in this Agreement.

#### **ARTICLE 13. VACANCIES/JOB POSTING**

- A. All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications\*. Seniority in a classification cannot be used as the sole determining factor when applying for a new position. The employee must meet the minimum qualifications of the new job. Qualifications include, but are not limited to: work record, competency test scores, and certifications. All vacancies will be posted for a period of five (5) working days in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the five (5) working days posting period. The senior employee applying within the classification wishing to transfer and who meets the qualifications shall be given first consideration. In the event no one within the classification applies, then the senior bargaining unit applicant shall be a forty (40) calendar day trial period to determine:
  - 1. The employee's desire to remain on the job.
  - 2. The employee's ability to perform the job.

- B. During the trial period, the Employer may use a substitute to fill the vacated position.
- C. The job shall be awarded or denied within twenty (20) working days after the posting period, whenever possible. The more senior employee who is denied the posted job shall receive said denial, in writing, from the Employer with a copy to the steward giving reasons for the denial.
- D. During the forty (40) calendar day trial period, the employee shall have the opportunity to revert back to his or her former position.
- E. During the trial period, employees from outside the classification will receive the base wage of the classification they are performing. After the trial period, the successful employee will be paid on the "After 1 Year" step. If an employee hasn't been paid on the "After 1 Year" step in their previous classification, they will continue to be paid on the "End of Probation" step until they qualify for the "After 1 Year" step. Their previous classification will count towards attaining the "After 1 Year" step for their hourly rate of pay.
- F. All summer positions will be offered to bargaining unit members by posting said position(s) two (2) weeks prior to the end of the school year. Current wages will be paid summer jobs as they have in the past. The current employee in the summer transportation maintenance position will continue in that position from year to year until it becomes vacant.
- G. **DUAL POSITIONS:** If an employee applies for a dual position, he/she cannot use the seniority from the first position as a means of obtaining a "second position" dual position.

\* Qualifications – See Appendix A

#### **ARTICLE 14. VETERANS**

The re-employment rights of veterans will be in accordance with all applicable laws and regulations.

#### **ARTICLE 15. UNPAID LEAVES OF ABSENCE**

- A. Seniority employees may apply for unpaid leaves of absence for the following reasons:
  - 1. Physical or mental illness of the employee.
  - 2. Education leave.
  - 3. To hold public or Union office.
  - 4. Family and Medical Leave (FMLA). (See Board Policy 4430.01).
- B. Unpaid leaves shall be granted for up to twelve (12) months. The amount granted shall be specified in the letter from the Board granting the leave.
- C. Applications for unpaid leaves mentioned in A-2 and A-3 above must be received by April 1 for the school year beginning in September and prior to October 1 for leaves intended to start after January 15 of the following year.

Unpaid leaves applied for in A-1 and A-4 above must be requested one (1) month in advance whenever possible. Requests will be accepted or rejected at least fifteen (15) days prior to the

date requested.

- D. Employees on unpaid leave must notify the school one (1) month in advance, in writing, of the expected date of return. Exceptions may be made by the school.
- E. Employees shall be returned to the same or similar position provided the employee is capable of doing the job.
- F. Union members elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay, provided they apply for such time off two (2) weeks in advance and the time requested is not more than five (5) working days. In a case of an emergency, the Board, at its discretion, may waive the time element in this particular paragraph.
- G. Seniority employees may apply for, and be granted without pay, pre-natal and post-natal care leave. Requests for such leaves must be filed one (1) month in advance of the date requested, whenever possible. The employee must notify the employer of the pregnancy as soon as possible. The employee and their doctor shall give the employer written verification of the employee's ability to continue to work on a monthly basis from the sixth month on. Pre-natal and post-natal leaves shall be granted for up to twelve (12) months. Exceptions may be made. Notification of return to work must be made one (1) month in advance of the date requested. Employees granted pre-natal and post-natal leave will be returned to the same or similar position at the expiration of the leave.
- H. Leaves of absence without pay not to exceed three (3) months may be granted for other reasons by mutual agreement between the employee and the Employer.
- I. Seniority shall accrue while on any leaves of absence.
- J. Family Medical Leave Act eligibility will be in accordance with Federal law and the Tawas Area School Board's Policy on Family Medical Leave.

## **ARTICLE 16. UNION BULLETIN BOARDS**

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

- 1. Notices of elections and results of elections.
- 2. Notices of meetings.

## **ARTICLE 17. SICK LEAVE**

- A. All employees will earn one (1) sick day per month in which they work or receive pay for over 50% of the scheduled work time. All employees may accumulate sick leave to a maximum of 120 days. Employees, subject to the approval of the administration, will be allowed to use two (2) accumulated sick days per year for personal business. Personal business days: An employee may use one (1) day at the employee's discretion except added to vacation or holiday, or end of school year.

Note: The sick day per month earned in Article 17. A. above shall be equal to the number of hours

worked in the position the employee holds. (Example: a 5 hour educational assistant is paid a 5-hour sick day.)

If the employee's number of hours and/or position changes, the total number of sick day hours will be recalculated to reflect the change in the number of sick days the employee now has accumulated. (Example: a four (4) hour employee has twenty (20) days or eighty (80) hours of accumulated sick time. He accepts a new eight (8) hour position. To determine how many eight (8) hour sick days the employee has you would divide the eighty (80) hours by the eight (8) hour new job.  $80 \div 8 = 10$  days. The employee has ten (10) eight hour days of sick time. Note: if when you divide you come out with a fraction that is less than  $\frac{1}{2}$ , we will round down. If the fraction is  $\frac{1}{2}$  or larger, we will round up.)

- B. Employees will be allowed to deduct up to three (3) days of their sick leave for funeral leave in the event of death occurring to relatives of the employees. The term "relative" shall be defined to include only the following: mother, father, step-parents, brothers, sisters, wife or husband, sons or daughters, step-children, mother-in-law or father-in-law, or to any relative living within the employee's immediate household. Employees will be allowed to use one (1) day of their sick leave to attend the funeral of their grandparents, spouse's grandparents, brother-in-law or sister-in-law. In addition, at the discretion of the Employer, additional sick day use may be granted for use as funeral leave based on the circumstances. Bargaining unit employees shall be entitled to use one (1) sick day per year as bereavement leave for someone not covered above, provided the employee produces verified documentation from the funeral home. Employees may be granted an additional day at the discretion of the Superintendent.
- C. Employees may use sick days for illness in the immediate family, which necessitates the employee's presence, up to a maximum of five (5) per year. Employees may be granted additional time at the discretion of the Superintendent. The employee may be required to furnish a doctor's slip. For the purpose of this paragraph, immediate family shall be defined as those relatives living in your immediate household and/or parents and/or children of employees and spouse.
- D. All employees will be covered by the applicable worker's compensation laws. Employees who are unable to work as a result of a compensative injury will be allowed to supplement said payment by using their accumulated sick leave benefits, if any, up to a maximum of sixty (60) days. No employee will be allowed to receive worker's compensation and sick leave benefits except as provided above. No employee, by using the above referenced supplement, will receive more than their regular pay. Employees who choose to supplement their worker's compensation with sick leave shall submit their worker's compensation check to the Employer and the Employer shall issue a regular pay check.
- E. Employees will receive, at the end of each school year, one dollar and fifty cents (\$1.50) per day for all accumulated, unused sick days without limitation of the one hundred twenty (120) days mentioned above in paragraph A.

## **ARTICLE 18. TEMPORARY TRANSFERS**

When an employee is temporarily transferred for a day or more to another job classification, the employee shall be paid his or her normal rate or the base rate of the classification to which they have been transferred, if that rate is higher. (Cook's helpers are an exception to this article as they will be

paid at the head cook's wage scale based on their step on the salary schedule.)

## **ARTICLE 19. OVERTIME**

- A. Time and one-half shall be paid for all hours worked over eight (8) in any one day or for all hours worked over forty (40) in any one week. Time and one-half will be paid for hours worked on holidays.
- B. Paid sick days shall be used in calculating with the overtime.
  - 1. The Board will attempt to divide overtime equally among the employees working in the same classification, with the exception of secretaries. Any problems which may occur in the implementation of this provision are a proper subject for the parties to negotiate.
  - 2. Extra curricular runs will be assigned to seniority employees only if available and if they wish to take the run. After seniority employee refuse a run, then the Employer may drivers a.
    - a. Regular runs are those that are run on a daily basis.
    - b. Extra runs (i.e., kindergarten, band, building trades). Drivers and backup drivers will be assigned by seniority for the school year.
    - c. Extra curricular (i.e., sports, field trips). Drivers will be equalized on a rotating seniority basis.
- D. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employees working during the call-out period (four hours minimum).
- E. If all employees turn down the overtime, the least senior employee available shall be assigned the overtime.
- F. At the beginning of each school year, custodial staff will have the opportunity to volunteer for an overtime list. The custodian with the least seniority on the list will be forced to work overtime if no other custodian on the list wants it.
- G. Employees that are granted dual positions that add up to eight (8) hours shall not be entitled to or offered additional hours that would place them into overtime, except in unusual circumstances.

## **ARTICLE 20. RIGHTS OF THE BOARD**

The Union recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement which are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. The Union recognizes that the Employer reserves all rights unto itself not specifically and expressly mentioned in this Agreement.

## **ARTICLE 21. NO STRIKE CLAUSE**

The Union and the Employer recognize that strikes and other forms of work stoppages by employees

are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown, stoppage of work, boycott, picketing, or any other interruption of the activities of the School System. Failure or refusal on the part of any employee to comply with this Article shall be just cause for immediate dismissal under the provisions of this Agreement.

## **ARTICLE 22. WAIVER CLAUSE**

This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alteration, understanding, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties, and the same has been ratified by the Board and the Union.

## **ARTICLE 23. PAST PRACTICE**

This Agreement shall supersede any rules, regulations or past practices of the Board which shall be contrary to the terms of this Agreement, and these past practices shall not be recognized unless committed to writing and incorporated in the Agreement.

## **ARTICLE 24. SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 25. DEFINITION OF EMPLOYMENT**

- Employee Types:
- A. Year Round  
Employees normally scheduled to work forty-eight (48) weeks or more, full time.
  - B. School Term  
Employees normally scheduled to work forty-two (42) to forty-seven (47) weeks, full time.
  - C. Student Term  
Employees normally scheduled to work only when school is in session and students are in attendance.

Note: Part-time employees under each of these employee types will have their holidays, sick days, insurances, vacations, etc., fractionalized according to their length of work assignment. (Example: A four-hour custodian would receive a four-hour paid holiday, a four-hour sick day, etc.)

**ARTICLE 26. WAGES**

**STEP PROCEDURE\***

**2007-2008 (1% increase)**

	<b><u>Starting Rate</u></b>	<b><u>End of Probation</u></b>	<b><u>After 1 Year</u></b>	<b><u>Top Rate</u></b>
Educational Assistants	\$10.47	\$10.72	\$10.97	\$11.47
Secretary	\$12.38	\$12.63	\$12.88	\$13.38
Custodian	\$12.38	\$12.63	\$12.88	\$13.38
Head Cook	\$11.08	\$11.33	\$11.58	\$12.08
Cook's Helper	\$10.28	\$10.53	\$10.78	\$11.28
Bus Driver	\$13.31	\$13.56	\$13.81	\$14.31

**2008-2009 (1% increase)**

	<b><u>Starting Rate</u></b>	<b><u>End of Probation</u></b>	<b><u>After 1 Year</u></b>	<b><u>Top Rate</u></b>
Educational Assistants	\$10.58	\$10.83	\$11.08	\$11.58
Secretary	\$12.51	\$12.76	\$13.01	\$13.51
Custodian	\$12.51	\$12.76	\$13.01	\$13.51
Head Cook	\$11.20	\$11.45	\$11.70	\$12.20
Cook's Helper	\$10.39	\$10.64	\$10.89	\$11.39
Bus Driver	\$13.45	\$13.70	\$13.95	\$14.45

Crossing Guard

<b>2007-2008</b>	\$10.67	\$10.92	\$11.17	\$11.67
<b>2008-2009</b>	\$10.79	\$11.04	\$11.29	\$11.79

**\*\*For the 2007-08 and the 2008-09 contract years there will be a \$100 signing bonus paid to each employee.**

A. \*Step Procedure

- Wages:** Employees hired after the effective date of this contract.
- Start:** \$1.00 less than full rate.
- End of Probation:** \$ .75 less than full rate.



**1 Year:** \$ .50 less than full rate.

**2 Years:** Top (full) rate.

**B. Bus Drivers:**

1. Extra trips will be paid at an hourly rate of \$50 per hour for the 2007-2008 and 2008-2009 school years.
2. On non-school days, bus drivers shall receive thirty (30) minutes pay to pre-trip buses prior to extra trips. The thirty (30) minutes pay rate shall be at the extra trip rate.
3. Meals will be paid at a maximum rate of \$5.00 for breakfast and lunch and \$10.00 for dinner. A meal receipt must be turned in for reimbursement.
4. Extra trips within the Tawas Area School District boundaries will be paid at regular driver's wage rate.

C. The hourly rate for bus drivers will be calculated to the nearest one-fourth (1/4) hour. Any change in scheduling or method of computing time that would adversely affect a Bus Driver's earning shall be subject to negotiations.

D. Whenever an employee is called in for work, the employee will work or be paid a minimum of two (2) hours.

E. Service Bonus to be paid in December prior to Christmas:

5 Years  
\$150.00

10 Years  
\$200.00

15 Years  
\$250.00

F. Crossing Guard category is being eliminated from the contract. The three (3) employees that are being paid on the crossing guard pay schedule will be grandfathered in the position. Once they leave the position the new hire will be classified as an educational assistant and paid on that pay scale. The three (3) employees that are to be paid on the crossing guard pay schedule until they leave that position and/or job duties are Loris Goedecke, Dorothy Nunn and Susan Powell-Link.

**ARTICLE 27. HOLIDAYS**

A. Year Round - Employees normally scheduled to work forty-eight (48) weeks or more, full time.

Year round employees with seniority who would have otherwise been scheduled to work will receive holiday pay for the holidays listed below, provided they have worked the last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday. The designated holidays are:

July 4th	Labor Day	Safety Day (Nov. 15 <sup>th</sup> )
Thanksgiving Day	Friday Following Thanksgiving	Christmas Eve
Christmas Day	New Years Day	Good Friday
Memorial Day		

A. -1. When Safety Day falls on a Saturday or a Sunday, the day that will be taken off as the

holiday will be what is known as Principal's Day, which is the non-student day that falls after the parent-teacher conferences in the fall semester.

- B. School Term - Employees normally scheduled to work forty-two (42) to forty-seven (47) weeks, full time.

School term employees with seniority will receive holiday pay for the holidays listed below provided they have worked the last scheduled work day preceding the holiday and the first scheduled work day immediately following the holiday. The Superintendent may waive this requirement in his/her discretion for an unavoidable unplanned event (e.g. illness or death as defined in Article 17.) This waiver applies to year round and student term employees as well. The designated holidays are:

Labor Day	Thanksgiving Day	Friday Following Thanksgiving
Christmas Eve	Christmas Day	New Years Day
Good Friday	Memorial Day	

- C. Student Term - Employees normally scheduled to work only when school is in session and students are in attendance.

Student term employees with seniority will receive holiday pay for the holidays listed below provided they have worked the last scheduled work day preceding the holiday and the first scheduled work day immediately following the holiday. The designated holidays are:

Labor Day (only if school is in session)	
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	New Year's Day
Good Friday	Memorial Day

Note: Part-time employees under each of these employee types will have their holidays, sick days, insurances, vacations, etc., fractionalized according to their length of work assignment. (Example: a four-hour custodian would receive a four-hour paid holiday, a four-hour sick day, etc.)

- D. Employees who are on sick leave for an extended period of time, three (3) days or more and who provide a doctor's verification, will receive holiday pay if said holiday falls during the illness leave.

## **ARTICLE 28. HEALTH AND DENTAL INSURANCES**

- A. Year round and school term employees who are eligible will receive up to fully paid family health and dental benefits year round with a \$10/\$30 (buy down to \$10/\$10 – see below) prescription co-pay. This plan being known as POC Option 1. Under this plan, the employer understands that the employees' drug prescriptions will be provided to them as if they were following a \$10/\$10 co-pay plan. Said program to be administered by MEBS.
- B. The Board shall pay up to three hundred dollars (\$300.00) per month for ten (10) months towards health insurance for all student term employees meeting the work requirement for the school years 2007-08 and 2008-09.

- C. The Employer shall provide the Union with an up-to-date copy of the insurance carrier's summary plan description. The Board may select a different carrier as long as the coverage is comparable/similar to the present health and dental coverage.
- D. All student term employees will receive single subscriber dental year round. The carrier is to be determined by the Board with coverage as follows: Class I and Class II benefits at 60%, Class III benefits at 50%, and Orthodontics benefits at 50%. Class I, II, and III maximum benefit level per member per contract year = \$800.00. Orthodontic maximum benefits - lifetime maximum of \$600.00.
- E. Employees can get hospitalization if their spouse's is not equal to or better than the school's coverage.
- F. Year round and school term employees will retain at Board expense their life insurance rider coverage when it has been determined that the spouse's insurance is equal to or better than the employee's insurance.
- G. In the school year 2007-08 there is a 15% cap on insurance premiums. The individual in each of the categories of single, 2-person, and full family will pay any increase in premiums over 15% of the preceding school year, 2006-2007. The Board shall pay the first (1<sup>st</sup>) 15% increase in premiums. Upon ratification of the 2007-2009 contract by both parties, this provision shall be null and the following terms shall apply: 1) prescription co-pay will go to \$10/\$10 (need receipts); 2) health insurance premium co-pay will be \$15/month for single subscriber coverage; \$25/month for 2 person and full family coverage. The monthly co-pay on health care premiums and raising the board's per month contribution for 10 months for student term employees from \$290 to \$300 shall go into effect on the first day of the month following ratification of the master agreement, and at that time the existing 15% cap will end.
- H. The district will make payment for required fingerprinting of current employees only, if performed in accordance with the district's scheduled dates of April 14-16, 2008.

**ARTICLE 29. VACATIONS**

Employees who are hired, transferred, or awarded by virtue of a bid into a normally scheduled forty-eight (48) week or more position (Year Round) shall be credited with vacation based on the seniority date they entered into the forty-eight (48) week or more position.

Following is the vacation schedule for eligible employees:

After one (1) year .....	five (5) days
After two (2) years .....	ten (10) days
After ten (10) years .....	fifteen (15) days
After fifteen (15) years .....	twenty (20) days

Requests for vacation must be submitted at least thirty (30) days in advance of the date requested. All vacation requests are subject to the approval of the administration.

**ARTICLE 30. COPIES OF AGREEMENT**

The Employer agrees to give all new employees a copy of this Agreement and all employees a copy of this Agreement within thirty (30) days after signing of the Agreement.

### **ARTICLE 31. SAFETY COMMITTEE**

All unsafe working conditions must be reported to the immediate supervisor without delay. The supervisor will then determine what action, if any, must be taken. However, no employee will be required to work under unsafe conditions or operate unsafe equipment.

- A. The Employer will recognize the Chapter Chairman and his committee of two (2) as a Safety Committee.
- B. All safety equipment required by the school will be provided for the crossing guards at the school's expense.

### **ARTICLE 32. SNOW DAYS**

On days in which school is canceled because of snow or ice conditions, custodians will be given up to an extra hour to report to work without loss of pay. Other employees such as secretaries, cooks, educational assistants, crossing guards and bus drivers may be called and advised not to report to work. If they are not called and do in fact report for work, they shall receive two (2) hours call in pay. Employees are required to provide a working telephone number to enable the supervisor to contact them.

For employees other than custodians: If the supervisor and the employee determine that there is work that needs to be completed, then they may mutually agree to have the employee report to work.

If work is not available, school term and student term employees shall be entitled to use two (2) sick days as compensation for the non-availability of work.

### **ARTICLE 33. JURY DUTY**

Employees called and serving on jury duty will provide the superintendent's office documentation from the court confirming that they attended the court proceedings and confirming the amount of jury duty pay received. Employees will be paid for the day once verification is received and the jury duty pay is turned over to the district.

### **ARTICLE 34. HOURS OF WORK**

- A. The Employer shall determine the hours of work for each employee. At the beginning of each school year, the administration will inform employees of their tentative work schedule.
- B. Employees working at least four (4) hours but less than six (6) will get a fifteen (15) minute break. Employees working six (6) or more hours a day will get a fifteen (15) minute break in the a.m. and another fifteen (15) minute break in the p.m.
- C. It is the intent that when the facilities of the district are being used by outside organizations or for various functions, that other than light cleaning of the area used, any additional bargaining unit work needed shall be performed by bargaining unit classifications, either during or after the

event. Need as determined by the Employer.

D. Summer Hours

1. At the sole, exclusive discretion of the employer, custodians may be permitted to work four (4) ten-hour days during the summer. Said schedule to be set up by the supervisor.
2. While working summer hours custodians shall not be entitled to pay at time and one-half until the employee has worked in excess of forty (40) hours in any work week.
3. Employees taking a sick day or vacation day while working on summer hours shall be charged a ten (10) hour sick day or a ten (10) hour vacation day (1 1/4 days) per incident.
4. The summer hour work schedule will be discontinued as determined solely and exclusively by the supervisor.
5. Employees working the summer, ten (10) hour work schedule will be exempt from the daily overtime hours as set forth in Article 19. A.

**ARTICLE 35. MISCELLANEOUS**

- A. Supervisors or non-bargaining unit employees will not be used to replace bargaining unit employees. Supervisors may work in the event of an emergency that would need immediate attention.

An employee absent from duty due to mumps, measles, chicken pox, scabies, head lice, or pink eye shall not suffer a loss of compensation and shall not be charged with sick leave providing it can be shown the disease was contacted in school.

- C. Other transportation compensation as referred to in the bus driver manual dated July 1997.

- D. Daytime custodian substitute rotation procedures – see Appendix B.

- E. When employees are required to drive their personal cars on school related business, they shall receive thirty-five cents (\$.35) per mile.

**ARTICLE 36. DURATION**

This Agreement shall remain in full force and effect until 11:59 p.m. on June 30,2009.

**ARTICLE 37. EFFECTIVE DATE**

This Agreement shall be effective when it is ratified and signed by the parties<sup>7</sup>.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year written below:

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Appendix A**

## Educational Assistant Vacancy

### Minimum Qualifications (For Job Posting Purposes Only)

1. 18 years of age or older and a high school graduate/GED.
2. Two years of acceptable experience or training beyond high school diploma.
3. Ability and willingness to provide custodial care duties for student(s) may be part of the position.
4. Ability to deal with students, staff and public with tact and courtesy.
5. Dependable and must have a good attendance record.
6. Must take and pass a physical examination by the school physician before hiring.
7. The ability to develop and maintain a positive attitude toward the job and the school system in general.
8. Be able to work effectively with the students assigned by the teacher to the satisfaction of the teacher and a building supervisor or administrator.
9. Ability to read, write, communicate and work with staff, students, and the public in an effective and positive manner.
10. Ability to handle confidential information with discretion.
11. Knowledge of school machines preferred (copy machine, fax, computers, ability to do minimal typing, etc.).
12. It is the district's expectation that the individual will show initiative, present a good public image, and conduct good public relations.
13. New employees must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
14. Educational Assistants who work in the transportation department will be required to have a CDL license.
15. Must complete background check and be fingerprinted and pay for that processing.

**\*\*Any educational assistant that is employed in a federally funded program such as Title I or Young 4's must also comply with the following requirement per the NCLB Act of 2001: Employee must have completed at least 2 years of study at an institution of higher education (equal to 60 semester hours), or obtained an associates (or higher) degree, or meet rigorous standards through formal state or local academic assessment of ability to assist in instructing reading, writing and mathematics. (No Child Left Behind Act of 2001).**

The Tawas Area School District does not discriminate on the basis of race, color, national origin, sex, religion, age, height, weight, marital status, arrest record, or disability in employment or in the provision of programs and services.

## Appendix A

### Tawas Area Schools School Secretary Vacancy

#### Minimum Qualifications (For Job Posting Purposes Only)

1. High school graduate with minimum of two years college and/or two years secretarial experience preferred.
2. Must show ability to type a minimum of 60 w.p.m. and set up a business letter or report.
3. Knowledge and experience with the use of computers; Apple/IBM and associated software required.
4. Bookkeeping knowledge and/or experience required.
5. Working knowledge of various office machines (copier, fax, computers, printers, etc) required.
6. The ability to work with school age children, their parents, and staff, with tact and courtesy.
7. The use of professional telephone etiquette that is appropriate and effective.
8. The ability to supervise student office assistants as assigned.
9. The ability to edit and proofread various documents as they are developed.
10. The ability to compose a professional business letter.
11. Must be well organized and able to function in stressful situations.
12. Must be able to effectively manage a fast-paced office while maintaining stability.
13. Some knowledge and/or experience of legal terminology (possessing the ability to read and comprehend legal terms as they pertain to school legislature) preferred.
14. Must possess willingness to continue education associated with the position to remain current with skills and changing educational laws.
15. The ability to work cooperatively with other office personnel and administration
16. Must be able to handle confidential information with discretion.
17. The ability to maintain a positive attitude toward the job assignment and the school system.
18. Must take and pass a physical examination by the school physician before hiring.
19. It is the district's expectation that the individual will show initiative, present a good public image, and conduct good public relations.
20. New employees must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
21. Must complete background check and be fingerprinted and pay for that processing.

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## **Appendix A**

### **Tawas Area Schools Custodian Vacancy**

#### **Minimum Qualifications** (For Job Posting Purposes Only)

1. 18 years of age or older and a high school graduate/GED.
2. Must have general maintenance skills in plumbing, carpentry and electrical or preferably all three areas, plus all phases of building maintenance.
3. Having had experience in commercial cleaning of school buildings and in maintaining school grounds preferred.
4. Needs to be familiar with cleaning equipment used and have the knowledge to maintain and repair such equipment.
5. Must demonstrate the ability to work with others, show initiative, and be able to work without direct supervision.
6. Must have the ability to read, write and communicate with staff, students, and the public in an effective and positive manner.
7. The ability to develop and maintain a positive attitude toward the job assignment and the school system in general.
8. Must be in good physical health, as job sometimes requires heavy lifting and physical labor.
9. Must take and pass a physical examination by the school physician before hiring.
10. Dependable and must have a good attendance record.
11. It is the district's expectation that the individual will show initiative, present a good public image, and conduct good public relations.
12. New employees must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
13. Must complete background check and be fingerprinted and pay for that processing.

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## **Appendix A**

### **Tawas Area Schools Head Cook Vacancy**

#### **Minimum Qualifications** (For Job Posting Purposes Only)

1. 18 years of age or older and a high school graduate/GED.
2. Three to four (3-4) year's previous cooking experience is required.
3. Must be able to operate stoves, oven-steamers, microwave ovens, steam tables, slicers, food processors, mixers, deep fryers, steam vessels.
4. Must have the ability to reach, bend, stoop, wipe, push and pull.
5. Must have sufficient mobility to perform assigned tasks within the production and service time frames established.
6. Some lifting required.
7. Must be conscious of portion control and food cost at all times.
8. Must be able to increase or decrease recipes as dictated by lunch counts and second choice item use.
9. Must pass a physical examination by the school physician before hiring.
10. Must be able to direct assistant cooks when manager is not present and call in subs when manager cannot be reached.
11. Must coordinate work with other foodservice employees to prevent waste and utilization of all leftovers.
12. Must maintain sanitation and orderliness of all equipment, supplies and utensils within work area.
13. Must be responsible for ensuring proper presentation, standard portion control, and maintenance of proper serving temperatures (hot food hot, cold food cold).
14. Must have the ability to interact with co-workers in order to assure compliance with school service standards, and school inventory and cash control procedures.
15. Must be able to read, write, communicate and work with staff, students and public in an effective and positive manner.
16. Must be able to develop and maintain a positive attitude toward the job assignment and the school system in general.
17. It is the district's expectation that the individual will show initiative, present a good public image and conduct good public relations.
18. New employees must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
19. Must complete background check and be fingerprinted and pay for that processing.

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## **Appendix A**

### **Tawas Area Schools Assistant Cook Vacancy**

#### **Minimum Qualifications (For Job Posting Purposes Only)**

1. 18 years of age or older and a high school graduate/GED.
2. Previous cooking experience desired.
3. Must be able to operate stoves, ovens, steamers, microwave ovens, steam tables, slicers, food processors, mixers, deep fryers and steam vessels.
4. Must have the ability to reach, bend, stoop, wipe, push and pull.
5. Must have sufficient mobility to perform assigned tasks within the production and service time frames established.
6. Some lifting required.
7. Must be conscious of portion control and food costs at all times.
8. Must be able to demonstrate ability to increase or decrease recipes as dictated by lunch counts and second choice item use.
9. Must pass a physical examination performed by the school physician before hiring.
10. Must work with other foodservice employees to prevent waste and utilization of all leftovers.
11. Must maintain sanitation and orderliness of all equipment, supplies and utensils within work area.
12. Must be responsible for ensuring proper presentation, standard portion control, and maintenance of proper serving temperatures (hot foods hot, cold foods cold).
14. Must have the ability to interact with co-workers in order to assure compliance with school service standards, and school inventory and cash control procedures.
15. Must be able to read, write, communicate, and work with staff, students, and the public in an effective and positive manner.
15. Must be able to develop and maintain a positive attitude toward the job assignment and the school system in general.
16. It is the district's expectation that the individual will show initiative, present a good public image, and conduct good public relations.
17. New employees must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
18. Must complete background check and be fingerprinted and pay for that processing.

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## **Appendix A**

### **Tawas Area Schools School Bus Driver Vacancy**

#### **Minimum Qualifications** (For Job Posting Purposes Only)

1. 18 years of age or older and a high school graduate/GED.
2. Has completed 21 hours of State Certified Instruction or is presently enrolled in the course that will be completed during the present school year, or is willing to attend the twenty-one hour state certified course upon being awarded the position.
3. Commercial Drivers License with BP Endorsement to include Chauffeur's License (or capable of obtaining one).
4. Driver's record with less than seven (7) points.
5. Must complete 20 hours of training to obtain BP Endorsement and complete the road test.
6. Must take and pass a yearly physical examination performed by the school physician.
7. Must submit to pre-employment drug/alcohol testing.
8. Ability to read, write, communicate and work with staff, students, and public in an effective and positive manner.
9. Ability to develop and maintain a positive attitude toward the job assignment and the school system in general.
10. It is the district's expectation that the individual will show initiative, present a good public image, and conduct good public relations.
11. New employee must sign a certified statement, under penalty of perjury, that he or she is a citizen or national of the United States or an alien authorized to be employed in the United States.
12. Must complete background check and be fingerprinted and pay for that processing.

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## **APPENDIX B.**

### Day and Split Shift Custodian Substitute Rotation Procedure

In the absence of a day and split shift custodian the school district shall replace with an afternoon or split shift custodian using the following procedure:

1. At the beginning of each school year, afternoon and split shift custodians will be asked if they wish to serve as a substitute in the absence of the day or split shift custodian throughout the school year.
2. In the absence of a day or split shift custodian, the school district shall select from the current list of custodians who wish to serve as a substitute. The vacancy will be filled by asking the most senior custodian. After all seniority custodians refuse, the district will use sub custodians to fill the vacancy.
3. If a split shift custodian substitutes for a day custodian, the split shift vacancy will be offered to the most senior custodian. After all seniority custodians refuse, the district will use sub custodians to fill the vacancy.