

**AGREEMENT**

**BETWEEN**

**FOREST AREA COMMUNITY SCHOOLS**

**&**

**FOREST AREA COMMUNITY SCHOOLS  
CHAPTER OF LOCAL #1079**

**AFFILIATED WITH MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO**

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## TABLE OF CONTENTS

		<u>Page</u>
AGREEMENT & PURPOSE AND INTENT		3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	AID TO OTHER UNIONS	3
ARTICLE 3	UNION SECURITY	4
ARTICLE 4	DUES CHECK OFF	4
ARTICLE 5	REPRESENTATION FEE CHECK OFF	5
ARTICLE 6	REMITTANCE OF DUES & FEES	5
ARTICLE 7	UNION REPRESENTATION	6
ARTICLE 8	SPECIAL CONFERENCES	6
ARTICLE 9	GRIEVANCE PROCEDURE	6
ARTICLE 10	PAYMENT OF BACK CLAIMS	8
ARTICLE 11	COMPUTATION OF BACK WAGES	8
ARTICLE 12	DISCIPLINARY ACTION	8
ARTICLE 13	SENIORITY LISTS	10
ARTICLE 14	PROBATIONARY EMPLOYEES	10
ARTICLE 15	SENIORITY OF OFFICERS & STEWARDS	10
ARTICLE 16	LOSS OF SENIORITY	11
ARTICLE 17	LAYOFF DEFINED	11
ARTICLE 18	RECALL PROCEDURE	11
ARTICLE 19	TRANSFERS	12
ARTICLE 20	TRANSFERS, PROMOTIONS, JOB POSTING & BIDDING	12
ARTICLE 21	RATES FOR NEW JOBS	13
ARTICLE 22	VETERANS - REINSTATEMENT OF	13
ARTICLE 23	LEAVES OF ABSENCE	13
ARTICLE 24	UNION BULLETIN BOARDS	15
ARTICLE 25	FUNERAL LEAVE	15
ARTICLE 26	JURY DUTY	15
ARTICLE 27	TEMPORARY ASSIGNMENTS	15
ARTICLE 28	EQUALIZATION OF OVERTIME	16
ARTICLE 29	SAFETY	16
ARTICLE 30	WORKER'S COMPENSATION - ON THE JOB INJURY	17
ARTICLE 31	WORKING HOURS	17
ARTICLE 32	SICK LEAVE	18
ARTICLE 33	TIME & ONE HALF & DOUBLE TIME	19
ARTICLE 34	HOLIDAY PROVISIONS	19
ARTICLE 35	PERSONAL DAYS	20
ARTICLE 36	VACATION ELIGIBILITY	20
ARTICLE 37	INSURANCE COVERAGE	21
ARTICLE 38	COMPUTATION OF BENEFITS	22
ARTICLE 39	CONSOLIDATION OR ELIMINATION OF JOBS	22
ARTICLE 40	WORK PERFORMED BY SUPERVISORS	22
ARTICLE 41	DISTRIBUTION OF AGREEMENT	22
ARTICLE 42	APPENDIXES	22
ARTICLE 43	TERMINATION & MODIFICATION	23
APPENDIX A	BUS RUN SELECTION PROCEDURES	23
APPENDIX B	EXTRA TRIPS	24
APPENDIX C	MISCELLANEOUS PROVISIONS	25
APPENDIX D	WAGE & CLASSIFICATION SCHEDULE	27

## **AGREEMENT**

This Agreement entered into on this 27th day of August, 2007, between the Forest Area Community Schools hereinafter referred to as the "Employer" and Forest Area Community Schools Chapter of Local 1079 affiliated with Michigan Council 25 AFSCME, 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, the employees and the Union.

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

To those 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 term of this Agreement for all employees of the employer included in the bargaining unit described below:

All full time and regular part time Bus Drivers, Custodians, Cleaning Staff, Secretaries, Paraprofessionals, Secretary Aides, Transportation Aides, General Aides, Food Service Aides, including Servers, Cashiers, and Cooks, and Mechanics employed by Forest Area Community Schools. Excluding bookkeeper, superintendent's secretary, payroll clerk, sub caller, athletic director, technology director, head cook, director of maintenance, and all other supervisors as defined in the Act.

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

The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

**ARTICLE 3**  
**UNION SECURITY (AGENCY SHOP)**

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union uniformly charged for the duration of this Agreement.
- (b) Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of the agreement, and such condition shall be required for the duration of this Agreement.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this Agreement shall be required to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing with the thirtieth (30<sup>th</sup>) day following beginning of their employment.

**ARTICLE 4**  
**DUES CHECK OFF**

- (a) 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 provided by the union, used by the Employer, and executed by the employee. Employees who work, or are scheduled to work more than half of the work days in a month shall be required to pay the full monthly dues. The written authorization for Union dues deduction shall remain in full force and effect during the period of the contract and may be revoked only by written notice given during the thirty days immediately prior to the expiration of this contract. The termination must be given to both the Employer and the Union.
- (b) Dues and initiation fees 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 amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- (c) The employer agrees to provide this service without charge to the Union.
- (d) The Union assumes full responsibility for the validity and legality of such employees deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
- (e) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer in complying with the Article, or in reliance upon claims by the Union that an Employee must be discharged because he is not a member of the Union in good standing.
- (f) The Employer also agrees that upon hiring any new employee who is covered by this agreement to send a written memo advising the Chapter President of the name and date of hire of the new employee.

**ARTICLE 5**  
**REPRESENTATION FEE CHECK OFF**

- (a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form provided by the union, used by the Employer, and executed by the employee. Employees who work, or are scheduled to work more than half of the workdays in a month shall be required to pay the full monthly dues. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given to both the Employer and to the Union.
- (b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) The Union assumes full responsibility for the validity and legality of such employees' deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
- (e) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer in complying with this Article, or in reliance upon claims by the Union that an Employee must be discharged because he is not a member of the Union in good standing.
- (f) The Employer also agrees that upon hiring any new employee who is covered by this agreement to send a written memo advising the Chapter President of the name and date of hire of the new employee.

**ARTICLE 6**  
**REMITTANCE OF DUES AND FEES**

- (a) When deductions begin:  
Check off deductions under properly executed authorization for check off shall become effective at the time the application is signed by the employee and shall be deducted in equal amounts from two (2) pay periods each month.
- (b) Remittance of dues to financial officer:  
Deductions for any calendar month shall be remitted, to such address as designated, to the designated financial officer of Michigan Council #25, AFCSME, AFL-CIO with an annual alphabetical list of names and addresses of all employees from whom deductions have been made no later than the first payroll period of September of each year.
- (c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the name and address of the employees, who through a change in their employment status, are no longer subject to deductions. The financial officer will be notified of the name and address change by an alphabetical listing only of those employees changing employment status.

**ARTICLE 7  
UNION REPRESENTATION**

(a) Stewards, Alternate Stewards and Unit Chairperson

The employees covered by this agreement will be represented by five (5) stewards. The Union shall have the exclusive right to assign said stewards and shall assign one (1) steward to each of the following locations or departments with the exception of probationary personnel: Bus drivers, Clerical Aides & Secretaries, Food Service, Custodians and Teacher Aides.

1. The Employer shall be notified of the names of the alternate stewards who would serve in the absence of a regular steward.
2. The Stewards without loss of time or pay may investigate within their area of representation and present grievances to the Employer during working hours. However, such time must be limited to thirty (30) minutes during any work day, unless additional time is mutually agreed upon.
3. The Unit Chairperson shall be allowed to present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee

1. Employees covered by this agreement will be represented in negotiations by five (5) Negotiating Committee members from the Unit. Should a representative of the Negotiations Committee be scheduled to work during this time, he/she will not receive pay for taking part in negotiations, and he/she will be responsible for doing the work for which he/she is scheduled.
2. School bus drivers who would have been scheduled for a special charter trip assignment, shall be charged the average number of charter trip hours as set forth in Article 28 - Equalization of Overtime Hours (b).

**ARTICLE 8  
SPECIAL CONFERENCES**

(a) Special conferences for clarification of term/conditions of the master agreement will be arranged between the Unit Chairperson and Employer, or their respective designated representative, upon request of either party. The meetings will have representation by two members of the Union and the Superintendent and/or his representative of Management. The special conference will have an agenda that is presented at the time of the special conference request. The meeting will take place at a mutually agreed upon time. The meeting may have representation from the Council and/or the International Union.

(b) The Union representative may meet on the Employers property immediately preceding the conference.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for the peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing within fifteen (15) working days of the employee's knowledge of the occurrence. The Employer will answer in writing, any signed written grievance presented on the approved grievance form, by the Union. The grievance must specify the provision or provisions of the Agreement that have been violated and the remedy sought.

A union grievance is a difference between the Employer and the Union which involved any employee or group of employees and concerns: (1) working conditions or (2) the interpretation or application of any provision of this agreement and may be processed directly to Grievance Procedure. An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this agreement. Time elements in the steps can be shortened or extended by mutual written agreement. For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays. A grievance concerning alleged safety hazards may be processed directly to step 2 of the grievance procedure.

Step 1. (a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.

(b) In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The supervisor shall give his decision in writing within three (3) working days. The Board stipulates that all grievances shall be signed, as proof of receipt, at Step I at the immediate supervisor's level.

Step 2. (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of the receipt of the written decision of the immediate supervisor. The appeal shall state the reasons(s) why the decision of the immediate supervisor was not satisfactory.

(b) The Superintendent shall meet the steward and/or unit chairperson and/or Council 25 representative at time that is mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

(c) The Superintendent shall then give his decision in writing to the steward and unit chairperson within five (5) working days of their meeting.

Step 3. If the grievance is not able to be settled at Step 2, the Superintendent shall submit the grievance to the Board of Education for their determination and response in writing, within seven work days from the date of the Superintendent's answer at Step 2.

Step 4. (a) If the decision of the Board of Education is not acceptable to the Union, then within twenty five (25) calendar days from the date of the Superintendent's answer, the grievance may be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of the intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for selection of an impartial arbitrator.

(c) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call, or the Arbitrator calls on their behalf.

- (e) The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or add written amendments hereto, or to specify the terms of any new Agreement, or to substitute his discretion for that of the parties hereto.
- (f) The filing fees and per diem fees of the Arbitrator shall be borne equally by the parties.
- (g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (h) The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union.
- (i) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be divided equally between the Employer and the Union. If the grievance is not reinstated with thirty (30) days of withdrawal, it cannot be reinstated. When one or more issues involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the representative case. Such withdrawal for consolidation of grievances of similar issues shall not affect the financial liability of said withdrawn/consolidated grievances.
- (j) Any grievance not answered within the agreed time limited by the Employer shall be deemed settled on the basis of the Union's original demand.
- (k) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.

#### **ARTICLE 10 PAYMENT OF BACK CLAIMS**

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employer will reimburse him for the earnings he lost through failure to give him such work. Jobs of a temporary nature, summer work that may involve Youth or CETA workers, and project work that volunteers are willing to help complete shall not be considered eligible for back payment claims as a result of earnings lost through failure to provide work to the Union membership.

#### **ARTICLE 11 COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.



**ARTICLE 12  
DISCIPLINARY ACTION**

(a) The employer agrees that it will not discharge or discipline a non-probationary employee without just cause.

(b) In any case where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result some action creates undesirable results which required disciplinary action, The Employee agrees to, where appropriate, follow the following disciplinary sequence:

1. Oral Warning
2. Written Reprimand
3. Suspension
4. Removal and Discharge.

However, if in the opinion of either the employee or Employer, personal problems on the part of the employee are interfering with his/her job performance, referral to the Employee Assistance and Referral Program (E.A.R.P.) may be offered the employee. If the employee then chooses to utilize the E.A.R.P., all disciplinary action then pending will be held in abeyance for a period of three (3) months. During that time:

1. If requested by the employer or the employee, the employee shall take an unpaid leave while completing E.A.R.P.
2. The Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment.
3. A release of information authorization will be signed by the employee.
4. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.
5. Any cost associated with an E.A.R.P., shall be borne by either the employee's insurance if such coverage is provided or by the employee.

Nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause.

(c) Should it become necessary to reprimand an employee the Employer shall attempt to give the reprimand in such a way that will not cause embarrassment for the employee before other employees or the public.

(d) The Employer agrees upon imposing a written reprimand, the Unit Chairperson will be notified within three (3) working days in writing of the action taken.

(e) The Employer agrees that in the cases of a suspension or discharge, the employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to leaving the facility.

(f) Should the suspension, discharge or discipline be deemed improper a written grievance may be filed at step 2.

(g) Employees may review their personnel files at reasonable times.

(h) Use of past record in imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions that occurred more than one (1) calendar year previously. Exceptions to this one (1) year limitation of review of records shall be any discipline that resulted in a suspension that was not reversed by the grievance procedure. Suspensions shall be subject to review up to two (2) years. Driving violation review shall be for the period of up to three (3) calendar years.

### **ARTICLE 13 SENIORITY LISTS**

- (a) Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.
- (b) The seniority list of the date of this Agreement shall show the date of hire and name of employees of the unit entitled to seniority.
- (c) The Employer will post and keep the seniority list up to date. The Unit Chairperson will be provided an up-to-date copy of the seniority list as necessary.
- (d) When two (2) or more employees are hired on the same day, seniority for those employees shall be determined by a cut of the cards. (Ace being considered as 1 in numerical order the high card wins the cut. If duplicate (value) cards are drawn a re-draw will be held regardless of suit.) Verification of correct placement on the seniority list will be provided to the Superintendent by the Unit Chairperson, in writing, within three (3) days of the cut of the cards.

### **ARTICLE 14 PROBATIONARY EMPLOYEES**

- (a) There shall be no seniority for probationary employees. New employees in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee completes the probationary period they shall be entered on the seniority from the date of hire.
- (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 as set forth in this Agreement except discharge and discipline employees for other than Union activity.
- (c) Probationary employees will be entitled to health care benefits as per the Insurance Coverage language and shall become effective on the first day of the month following the date of hire. Employees shall be provided with the necessary paperwork for enrollment into the benefits they are entitled no later than the end of the first week of employment, or change in benefit status. The employee shall make an appointment with central office to complete the enrollment process by the end of their second week of employment.

### **ARTICLE 15 SENIORITY OF OFFICERS AND STEWARDS**

For the purpose of layoff and recall the Unit Chairperson and Stewards, in that order, shall head the seniority list of the unit, during their term of office.

**ARTICLE 16  
LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions will be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

**ARTICLE 17  
LAYOFF DEFINED**

- (a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- (b) In the event it becomes necessary for a layoff the employer shall meet with Union representative, if possible, three (3) weeks prior the effective date of the layoff. At such meeting the employer shall submit a list of the locations, classifications, the names of the employees affected and the job titles. Layoff shall be by seniority within the classifications affected with probationary employees being laid off first and thereafter employees having seniority being laid off in inverse order of their seniority.
- (c) Employees to be laid off will receive a least five (5) working days advance notice in writing. Upon receipt of the notice of layoff the employees shall have the right to displace any employee(s) with less seniority in any classification in order to maintain his/her benefits and/or hours, provided the senior employee has the ability and is qualified, as determined by job description, without further training to hold the position held by the lesser-seniority employee except for routine instructions relevant to that position. Any employee exercising Article 17 ( c ) language cannot bump fractional portions of an existing job, but must bump the whole position as posted.
- (d) During a layoff there shall be no scheduled overtime for the purpose of preventing the recall of a laid off employee.

**ARTICLE 18  
RECALL PROCEDURE**

- (a) When the work force is increased within the three (3) years after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his 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 shall be considered a quit. In proper cases exceptions may be made.
- (b) When the work force is increased after a layoff it shall be in inverse order of layoff. An employee's right to original position shall be in effect provided the original positions of layoff are reinstated in the recall.

## **ARTICLE 19 TRANSFERS**

(a) Transfers of employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one year, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. Employees transferring back into the bargaining unit under this section shall return to a classification and work assignment to which their seniority places them, provided they are qualified and trained in that area of work without further training by the employer. If they are not trained for that area of work, they will return to the classification and assignment for which their training and seniority places them.

(b) If and when operations or fractions thereof are transferred from one location to another for periods intended as permanent change employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location change will be allowed in such cases where such exchanges do not cause disruption of the work force or incur further training of personnel being transferred.

(c) The Employer agrees that in any movement of work not covered by this Agreement to notify the Union in writing of the change and the names of the employees involved.

## **ARTICLE 20 TRANSFERS, PROMOTIONS JOB POSTING & BIDDING PROCEDURES**

(a) Definitions:

1. "Transfer" shall be defined as a change from one job assignment to another that does not change the employee's classification.
2. "Promotion" shall be defined as a change to a classification that offers higher pay, or any current part-time or newly created part-time position that has a significant increase in hours resulting in full time employment and/or the addition of benefits.

EXCEPTION: Employees holding multiple classifications in which additional time is added resulting in full time work or benefits shall not be considered a promotion and need not be posted in accordance with this Article.

(b) All vacancies and/or newly created positions and promotions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy, newly created position or promotion occurs. All bargaining unit positions to be posted and filled under this section shall be filled on the basis of seniority, certification, and qualifications. All of the above positions shall be posted on the bulletin board in the respective center/building offices for a period of seven (7) working days, setting forth the minimum requirements and the total number of hours per day of the position. The senior employee meeting the minimum requirements of the job posting that make written application to the superintendent for the position, within the posting period, shall be granted the position.

(c) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given to the employee and his steward. The Employer shall furnish the Unit Chairperson with a copy of each job posting at the same time it is posted on the office bulletin boards. The unit Chairperson shall be notified as to who was awarded the position.

(d) Except for the "transfers/promotions" (within the same classification) the employee awarded the position shall be granted a trial period consisting of thirty (30) working days. During the trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his Steward in writing and the employer shall have the right to return the employee to his/her former assignment. Any employee returned to their former position shall be prohibited from reapplying for a period of one (1) year. If the employee's former assignment is filled, it will be in accordance with Article 27(a) during the trial period.

(e) For those job transfers and promotions of a permanent nature, the individual transferring positions shall be placed on the wage scale from Appendix D Wage Schedule in effect at that time closest to their present wage, but not below the current 1 year category if they have more than two years employment at Forest Area. Individuals holding multiple job classifications that make such a transfer will have their closest wage based on the job currently held with the greatest hours. (Note: Article 27 (a) remains unchanged in language or intent). Those with less than two (2) years experience shall receive pay at their current experience level within the classification of the job they are performing.

#### **ARTICLE 21 RATES FOR NEW JOBS**

When a new job is created, or the content of an existing job classification is substantially altered outside the parameters of the job description, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, the Union may request a special conference in which the classification and rate shall be subject to negotiations.

#### **ARTICLE 22 VETERANS - REINSTATEMENT OF**

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

#### **ARTICLE 23 LEAVES OF ABSENCE**

(a) An employee who because of illness or accident which is not able to be compensated under the Worker's compensation law, is physically unable to report for work and has exhausted any means of compensation from the Employer, shall be granted a leave of absence not to exceed one (1) year; extensions may be granted at the discretion of the Employer, provided that the employee promptly notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves shall be granted upon written application to the Employer, without loss of seniority for the following reasons:

1. Serving in any elected or appointed full time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position

2. A seniority employee shall be granted a disability or childcare leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer may request a periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. (Normally an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time.)
3. Leaves of absence shall be granted for a reasonable period of time for illness in the household of the employee which required the employee's care and attention. Confirmation of the illness by a physician's statement may be required.
4. Illness or accident as described in Article 23a.

(c) An employee who meets all the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and rights there under upon return from leave. Leaves of absence may be granted at the discretion of the employer for reasons other than those listed above when they are deemed beneficial to the employer and the employee.

(d) Employees may be granted, at the discretion of the employer, up to two (2) unpaid days off for the purpose of attending family or school related activities.

(e) Family Medical Leave Act Provisions:

An employee who has worked for the district for a period covering at least twelve (12) months and who has worked at least 1250 hours during the twelve month period before the leave is to start shall be granted up to twelve (12) workweeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave) that are not intermittent, unless agreed upon by the employer, for one of the following reasons:

1. The birth or care of a child.
  2. The placement of an adopted or foster care child in the home.
  3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.
  4. A serious health condition of the staff member which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health care provider (M.D. or D.O.).
- An employee requesting an approved leave of absence outlined in paragraph (c) above shall use fifty (50) percent of accrued paid vacation leave, medical or sick leave, or personal leave before going on family medical leave. In the cases where the district has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.
  - A thirty (30) day advanced written notice of the need to take a Family Medical Leave is required of foreseeable leaves. Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.
  - An employee returning to work from a leave described above shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the employee's current coverage under the District's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly. The employee shall not accrue any sick leave, vacation, or other benefits, with the exception of seniority, during any unpaid portion of the leave.

- Should the employee elect not to return to work at the end of an approved leave outlined above for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the employee shall reimburse the District for the health premiums paid by the District during the leave period.

(f) An employee that chooses any type of leave available to them under the terms of this contract shall not exceed one year aggregate time from work. If a longer leave period is required than one aggregate year for the leave of absence the Board of Education may grant an extension upon request for leave other than the required provisions of the Family Medical Leave Act. For those employees granted extension of leave for more than one aggregate year for any reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same classification and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. Seniority shall accrue when an employee is on an unpaid leave of absence.

(g) The leave provisions of Article 23 paragraph (b) 2. (disability or childcare leave of absence) shall not be used in conjunction with the provisions of the Family Medical Leave Act to extend the "off work" period for child birth or adoption of a child.

#### **ARTICLE 24 UNION BULLETIN BOARDS**

The employer will provide space on the office bulletin board of each building for the posting of appropriate Union notices pertaining to Union business.

#### **ARTICLE 25 FUNERAL LEAVE**

An employee shall be granted three (3) working days with pay, not to be deducted from sick leave or vacation, as funeral leave days for a death in the immediate family. Immediate family is to be defined for the purpose of this Article as follows: parents, spouse, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son or daughter-in-law, brother or sister-in-law.

#### **ARTICLE 26 JURY DUTY**

An employee who serves on jury duty will be paid their regular daily pay and is required to reimburse the district with payments received for such duty, excluding mileage.

#### **ARTICLE 27 TEMPORARY ASSIGNMENTS**

(a) Temporary assignments for the purpose of filling scheduled vacancies of employees who are absent will be offered to the senior employee meeting the minimum, requirements for such vacancy. Such temporary assignments shall be posted, if possible, within three (3) working days prior to any vacancy with an expected duration greater than ten (10) days. During the temporary assignment, provided the employee has two years experience at Forest Area and is qualified to perform the job, they will receive

the 1 year rate of the job they are performing. Those with less than two years experience shall receive pay on their current experience level within the classification of the job they are performing.

(b) Part time employees wishing to be considered for additional hours for the purpose of filling unscheduled vacancies may do so by filling out a card for each classification they are qualified for and wish to be considered for the entire period the vacancy exists prior to September 15 each year. (Drivers can at route pick day pull their cards if they no longer want to be considered as a substitute once total driving time is known). The employer shall make every effort to contact those employees wishing additional hours. The most senior employee on the card file shall be called first when additional hours are offered. During the temporary assignment, provided the employee has two years experience at Forest Area and is qualified to perform the job, they will receive the 1 year rate of the job they are performing. Those with less than two years experience shall receive pay at their current experience level within the classification of the job they are performing.

When employees sign up to fill vacancies are contacted they shall accept the vacancy being offered except for their own illness or if they personally have a medical appointment. If the employee refuses they shall be removed from the card file for a period of thirty (30) working days on the first refusal and removed for the remainder of the school term for a second refusal.

## **ARTICLE 28 EQUALIZATION OF OVERTIME HOURS**

(a) Overtime shall be divided and rotated as equally as possible within the building and job classification according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

(b) 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 employee working during that call-out period or charged trip assignment, except for employees on vacation, sick leave, etc.

## **ARTICLE 29 SAFETY**

(a) The employer agrees to comply with all Michigan Occupational Safety and Health Act Regulations as they apply to bargaining unit work.

(b) The Employer shall furnish all equipment necessary to perform the duties assigned their classification and keep the same in safe operating condition.

(c) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as per Michigan Department of Transportation or federal regulations or equipped with the safety appliances prescribed by law.

(d) Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms provided by the Employer and shall turn in all available names and address of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

(e) An employee who is injured while on the job and is required to leave the job by medical authority will receive pay for the entire day not to be deducted from sick or vacation leave.



**ARTICLE 30  
WORKER'S COMPENSATION - On the Job Injury**

- (a) Each employee will be covered by the applicable Worker's Compensation Laws.
- (b) For the first twenty six (26) weeks an employee is eligible for Worker's Compensation they shall receive in addition to their Worker's Compensation, an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation and his regular weekly income, not to be deducted from sick or vacation.
- (c) After the first twenty six (26) weeks an employee being eligible for Worker's Compensation may apply for the difference in pay between what he receives in compensation benefits and his normal weekly rate of pay. Any payment of this type will be charged against the individual's sick leave and/or accrued paid vacation days, in that order. Should the individual not have sick, personal or paid vacation days available, they will not be eligible to receive payment from the Employer.

**ARTICLE 31  
WORKING HOURS**

- (a) The normal work year for employees covered by this Agreement shall be based upon the official school calendar as adopted, unless otherwise assigned by the Board of Education.
- (b) The normal work week shall be Monday through Friday during the course of the school year. Summer hours may vary to four (4) ten (10) hour days being utilized in lieu of the normal five (5) day, eight (8) hours per day work week without overtime being considered as paid beyond the eight (8) hour day due to the four (4) day weeks.
  - (b) The normal work day shall be based upon assignment as determined by the Superintendent. Personnel holding positions in only one classification of employment shall work a minimum number of hours as described below. Those personnel holding multiple job classifications/assignments shall receive pay for actual hours worked within that classification at the appropriate rate of pay for each classification/job. Should any position of employment require fewer hours than those listed below and that position is established via posting and/or past practice to be established with fewer hours, the minimum hours of work for that classification/job shall be the actual hours worked within that classification/job.
- (c)
 

Custodian	8 hours per day	Paraprofessional	4 hours per day
Secretary	8 hours per day	Secretary Aide	4 hours per day
Mechanic	8 hours per day	Food Service Aide	2 hours per day
Cleaning Staff	up to 7 hours day	General Aide	2 hours per day
Cook	up to 7 hours day	Bus Drivers	1 hour per run
		Transportation Aide	1 hour per run

The above minimum hours shall not be construed to be a minimum guarantee of work should the District be faced with financial hardships and have to reduce overall expenditures as determined by the Board of Education. In the event of a reduction of hours that reduces a benefit eligible employee below eligibility to receive benefits, that employee's benefits shall continue for the next calendar month (at a minimum of 30 days). Insurance eligible employees whose hours are reduced will have the option to utilize the procedures in Article 17 – Layoff. Non insurance eligible employees whose hours are reduced by one or more hours, will have the option to utilize the procedures in Article 17 – Layoff.

- (d) Employees scheduled to work four (4) continuous hours or more per day but less than six (6) hours shall be allowed a ten (10) minute duty-free rest period. Employees scheduled to work six (6) hours or more per day shall be allowed two (2) ten (10) minute duty-free rest periods, one (1) in the first half of the shift and one (1) in the second half of the shift, and an unpaid lunch period that is 30 minutes in duration. Such rest and lunch periods shall be scheduled by the Administration.
- (e) Should school be closed by the Superintendent for any reason beyond the control of the employees, the employees will receive their regular pay for up to two (2) days per year. Employees shall be able to use accumulated personal and sick days to receive pay during those closure days that fall within the "forgiven hours" allowed under current state mandates. Employees that have accumulated maximum sick leave amounts will utilize sick leave on a two for one basis in keeping with the buy back at 50% of value per Article 32 Sick Leave. Should school be required to be made up/rescheduled due to closures exceeding the forgiven hours employees will be paid for hours worked on such "make up" days. Custodians shall be allowed to break these two (2) days into one half (½) day periods. The ½ day periods, if broken down as ½ days shall be utilized only during non session dates as approved by the immediate supervisor.
- (f) Clarification of closing of buildings:
1. EMERGENCY CLOSING - Building Evacuation  
When an employee is prevented from working/performing their job, paid time for time spent away from work is allowed up to the normal allotted work hours for that closing incident.
  2. EARLY DISMISSAL - No Students (Scheduled or Unscheduled)  
Employee, if scheduled, has opportunity to work and receive wages. If employee elects not to work, when scheduled, they receive no pay for hours not worked.
  3. DELAYED START OF SCHOOL DAY  
Employees that report for work as normal and work in their designated classification(s) are paid for time employed. Employees that choose not to report for work until scheduled student arrival time will not receive pay for scheduled time not worked.
- It is not the intent, nor permitted by language in Article 31 Section (f) to create additional hours of work beyond those normally scheduled for any employee. Should an employee have flexibility in their regularly scheduled work day/week to permit them to make up their hours for time they elect not to work during delays or early dismissals, they have the option to make up the work during the current pay period if pre-arranged with their supervisor, and they are doing productive work. The period of work make-up must take place within the hours of the type of employment for which they are working and shall not be for less than thirty (30) minutes duration for the make-up period.
- (g) Every effort will be made to contact employees at the earliest time possible relative to school closings or delays of schedule once a decision has been made.

## **ARTICLE 32 SICK LEAVE**

- (a) Employees covered under the terms of this agreement shall earn one (1) sick day per thirty (30) calendar days of employment. Employees may accumulate sick leave days up to the following maximums: 12 month employees 100 days accumulation, 200 day employees 65 days accumulation, and 199 or less day employees 50 days accumulation.

1. Employees that exceed the maximum limit on accumulation of sick leave in any given work year shall be reimbursed for days unused, that exceed the maximum accumulation in that year, at the rate of fifty percent (50%) per diem of the 1999-2000 rate of pay at the employees current classification(s) and step.
2. Employees reaching their maximum accumulation of sick leave shall have personal days charged against sick leave.

(b) Sick leave may be used for doctor and dentist appointments only if the leave is applied for two (2) working days in advance. Applications shall be submitted to the administrator in the area in which the employee works. Sick leave shall be granted for personal illness or injury. One (1) to three (3) days per year of sick leave may be used in case of illness in the immediate family of the employee. Immediate family has been interpreted for the purpose of this article to include the employee's spouse, children, and parents including parents-in-law, or any other member of the family or household who clearly stood in the same relationship with the employee as any of the above. Except for emergency situations, sick leave for illness of the immediate family will be limited to one (1) day per illness. Extension of the leave beyond the one (1) to three (3) days may be granted at the discretion of the Superintendent of Schools.

(c) All unused sick leave will be paid at the straight time rate upon termination of employment with the employer for just cause in the following manner:

25% of accumulation prior to retirement

50% of accumulation upon retirement

100% of accumulation upon death to the employee beneficiary

The maximum amount paid to any individual employee under this Article shall not exceed four thousand (\$4,000) dollars. Ten (10) years of employment with Forest Area Schools shall be required to qualify for benefit under this article.

(d) Any person reporting themselves sick or disabled for more than three (3) consecutive days may be required to submit a doctor's statement, at the discretion of the administration, attesting to the illness or disability.

### **ARTICLE 33 TIME & ONE HALF & DOUBLE TIME**

(a) The regularly scheduled work week for all full time employees shall consist of forty (40) hours beginning at 12:01 a.m. and ending one hundred sixty-eight (168) hours thereafter. Time and one-half will be paid for hours over forty hours of work in one work week.

(b) Double time will be paid for all required hours worked on Sundays or Holidays in addition to the holiday pay with the exception of hours designed as building checks. Building checks which are normally completed on Sundays will be at time and one-half.

(c) Employees who are called in outside of normal working hours shall receive a minimum of one hour pay at the double time rate. All hours worked thereafter shall be at the straight time rate except for those covered under (b) above of this Article. The call in for work must be by the building administrator, the director of buildings and grounds, or the superintendent of schools to be eligible for additional pay outside of normal working hours.

**ARTICLE 34  
HOLIDAY PROVISIONS**

(a) The paid holidays are designated as:

1. Full Time employees (12 months):

New Year's Day	Memorial Day	July Fourth
Labor Day	Thanksgiving	Christmas Day

Two (2) other days to be taken on a non-school day or during a holiday break.

2. School year employees (9 months):

New Year's Day	Memorial Day	Thanksgiving
Labor Day	Christmas Day	One Floating Holiday*

\*Floating Holiday is to be taken on non-school session days. The floating Holiday is not accumulative and shall not be used in conjunction with overtime.

(b) Should a Holiday fall on a Sunday, Monday will be considered as the Holiday. Should a Holiday fall on Saturday, Friday shall be considered the Holiday.

**ARTICLE 35  
PERSONAL DAYS**

All twelve-month employees during the course of the school year will receive two (2) business leave days, not to be deducted from sick or vacation leave time. School term employees will receive one (1) business day, not to be deducted from sick or vacation leave time. In either case above, the unused days will not accumulate from one year to the next.

**ARTICLE 36  
VACATION ELIGIBILITY**

(a) All twelve (12) month employees will earn credits toward vacation with pay in accordance with the following schedule:

After 1 year of service	Five (5) days
2 through 5 years of service	Ten (10) days
6 through 10 years of service	Fifteen (15) days
11 or more years of service	Twenty (20) days

All employees eligible for vacation days earned, shall be able to take those earned vacation days starting with the beginning of the next fiscal year upon completion of the fiscal year in which they qualify for vacation days earned. Examples: Employee A is eligible for 10 vacation days due to work status indicated in sub para (f) of Article 36, but was assigned their position in mid-year in the year of earning 10 days eligibility for vacation. That individual, would then upon arrival of the new fiscal year, be able to take five (5) days vacation as they would be prorated for the half-year of eligibility due to assignment date. Employee B is a continuing vacation eligible employee, but moves from 5 to 10 days, 10 to 15 days, etc. That employee would be eligible to take the additional vacation days at the start of the fiscal year following completion of the year of earning eligibility for added days. (You have to complete the work year prior to taking the added days of vacation).

(b) To be eligible for a vacation, an employee must have worked or been paid for eighty (80) percent of his regularly scheduled working hours during the preceding fiscal year.

c) Twelve month employees terminating employment shall receive pro-rated vacation allowances based on 1/12 the vacation pay for each month or major fraction thereof between July 1 and his termination date, provided he has notified the Superintendent of Schools fourteen (14) calendar days prior to termination of his employment.

(d) Application for vacation leave must be filed with the Superintendent of Schools a minimum of three (3) weeks in advance.

(e) 12 month employees may apply for vacation leave during the student Christmas and Easter breaks. The vacation will be authorized under the following conditions:

1. The employee must have ten (10) years service in the district.
2. The request for vacation leave must be submitted to the Superintendent of Schools sixty (60) days prior to the start of the vacation.
3. This vacation leave will be deducted from accumulated vacation leave time.
4. If there is more than one applicant for any one-time period within each classification, the employee with the most seniority shall have priority.
5. Any employee granted vacation leave during any of these special vacation periods shall not be eligible for another leave during a special time period for two (2) years.

(f) Employees transferring from less than twelve (12) month positions into twelve-month positions shall base their eligibility for vacation on the total number of hours worked for the District divided by two thousand and eighty (2080) hours.

### ARTICLE 37 INSURANCE COVERAGE

(a) The Employer will provide the full family premium for hospitalization medical coverage on MESSA Choices II or comparable insurance coverage for the employees currently receiving said benefit. New employees or newly qualifying current employees shall receive premiums paid at the 85% board paid 15% employee paid ratio of current annual premium. Employee contributions will be due and paid in equal amounts from two (2) pay periods each month worked, as is possible. The Board of Education retains the right to name the insurance carrier.

(b) All other employees working less than seven (7) hour days are not eligible for (a) above shall receive payment in lieu of insurance at a flat rate sum per year as follows:

<u>Those working over 3.5 hours per day</u>	<u>Those working 3.5 hours per day or less</u>
\$1400	\$700

These sums may be used toward benefits, annuities, or taken as a cash payment.

(c) Twelve month employees opting not to take health insurance, or married couples qualifying for insurance, with one opting not to take insurance, or an individual qualifying for full insurance coverage that chooses not to take health insurance shall have the single subscriber rate for options or annuities less whatever insurance is taken. In the case of twelve-month employees, married couples, or single subscriber insurance qualifiers taking options or annuities, they shall not be eligible for the flat rate dollar amount benefit listed above. All decisions regarding use of the payment towards benefits shall be communicated in writing to the Superintendent prior to October 1<sup>st</sup> of each year. Employees wanting to take this payment as an annuity or cash payment shall communicate their desire in writing to the Superintendent prior to November 1<sup>st</sup> each year.

(d) No part time employee (less than 7 hours per day) shall be eligible to receive insurance benefits other than those purchased from monies received as designated in (b) above. Forest Area Community Schools will utilize a Flexible Spending Plan that allows payroll deduction for insurance purchase or premiums paid as a pre-tax deduction except for short term disability insurance.

(e) No additional dental insurance coverage will be offered in excess of what we are currently paying for employees currently qualifying for this benefit.

(f) Seven (7) hour or more employees will have board paid premiums for term life insurance. The term insurance coverage will be in the amount of \$15,000.00 per employee.

(g) The vision insurance, dental insurance and Long Term Disability (LTD) available for employees scheduled seven (7) hours per day or more for said benefits shall be comparable to current coverage of: VSP-3 vision service plan, Delta Dental 60-60-60, SET SEG policy Long Term Disability. The Board of Education retains the right to name the carrier in all insurance offered.

(h) Mandatory retirement shall be paid to the Michigan Public School Employee's Retirement System by the Board of Education.

(i) The District will notify employees of their hospital medical coverage premium rates, their benefit options, and the list of approved annuity companies by September 15<sup>th</sup> of each year.

#### **ARTICLE 38 COMPUTATION OF BENEFITS**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement except for the purpose of computing overtime. However, it is further agreed that two (2) paid holidays and two (2) snow days will be allowed for the purpose of hours counted toward overtime eligibility as per Article 33 Time and One-Half & Double-Time.

#### **ARTICLE 39 CONSOLIDATION OR ELIMINATION OF JOBS**

The Employer agrees to inform the Union, through a special conference meeting seven (7) days prior to any consolidation or elimination of jobs, together with the reasons for said consolidation or elimination.

#### **ARTICLE 40 WORK PERFORMED BY SUPERVISORS**

Supervisory employees, or non bargaining unit employees, shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned or any work that has been normally or customarily been performed in the past. Jobs of a temporary nature, summer work that may involve Youth or CETA workers and project work that volunteers are willing to help complete shall be allowed.

**ARTICLE 41  
DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of same to all new employees.

**ARTICLE 42  
APPENDIXES**

The following appendixes are incorporated and made part of this agreement:

- Appendix A: Bus Run Selection Procedures
- Appendix B: Extra Trips
- Appendix C: Miscellaneous Provisions
- Appendix D: Wage and Classification Schedule

**ARTICLE 43  
TERMINATION & MODIFICATION**

This Agreement shall become effective as of July 1, 2007 and continue in full force and effect until June 30, 2012.

(a) If either party desires to amend and/or terminate this agreement, it shall, sixty days prior to the above termination date, given written notification of same.

(b) If neither party shall given notice, this agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) day written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraph, this Agreement may be terminated by either party on ten (10) days written notice.

(d) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, 3625 Douglas Ave., Kalamazoo, MI 49004-3403; and if to the employer, addressed to Forest Area Community Schools, 7741 Shippy Rd. S.W., Fife Lake, MI 49633; or to any other address as the Union and the Employer may make available to each other.

NOTE: During the third year (2009-2010) of this five year contract wages will be negotiated for the fourth (2010-2011) and fifth (2011-2012) years.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as indicated

For the Union:

James Cramer  
Cindy Cerring  
Wendy Weaver  
Cynthia Cramer  
Linda Meddaugh

In presence of:

\_\_\_\_\_

DATED:

9/6/07

For the Employer:

Michelle Mosh  
Patricia A. Stambaugh  
Joanna Duffe  
Brenda L. Wyatt  
Nigee Guillett  
Brenda Taylor  
Carlye Woodhams

In presence of:

\_\_\_\_\_

DATED:

9/10/07

**APPENDIX A  
BUS RUN SELECTION PROCEDURES**

(a) Prior to two weeks before the start of school annually drivers will be notified of changes in their respective runs. This notice will consist of a known listing of names and addresses that are new to that respective run with their locations plotted on an area map. The driver will be responsible to make a trial run for the purpose of establishing stops, turn-a-rounds, time and distance by the deadline established in the notification letter. Each driver will be required to continue their established run from the preceding school year for the first fifteen (15) days of student transportation. During the day, on the 15th day of student transportation, all drivers will meet with the Superintendent of Schools for the purpose of picking their runs based on seniority. The most senior driver will have first choice of all runs, the second most senior driver shall have second choice of all available runs, and so on through the seniority list of drivers. Should a driver not be able to attend the route pick meeting they may designate (in writing) another driver to bid in their place on the seniority list.

(b) Compensation for each bus run shall not decrease or increase below/above the run time established on the 15<sup>th</sup> day of student transportation except for the following reasons.

1. Students on the established run leave the route.
2. Additional students are added to established run.
3. The entire run is eliminated.



## **APPENDIX B EXTRA TRIPS**

- (a) Compensation for extra trips shall be at the regular driving rate for the current school year per Appendix D Wage Schedule. Layover time shall be minimum wage per hour. The minimum guarantee for outside district trips will be \$25.00 based on the total of driving and layover hours.
- (b) Driving time will be considered the actual time spent from school to the destination en route. Layover time will be the time spent waiting while the students attend the function for which the bus was originally scheduled. Overnight trips will pay layover time only while the students are involved in their planned function. Once the group reaches the motel/hotel the layover rate will stop. Thirty (30) minutes pre-post driving time for the day(s) away from the district will be allowed, at the driving time rate, for the purpose of checking, cleaning and fueling the bus, as necessary, for the remainder of the trip.
- (c) Trips requiring lodging for the driver will have the lodging paid with meal allowances as: Breakfast \$5.00, Lunch \$7.00, and Supper \$10.00. Receipts for meals and lodging must be turned into the business office on the next work day upon return from the trip. Should a breakdown occur while en route on an extra trip, the hourly rate for the period of stoppage due to breakdown shall be \$8.25 per hour. For the driver taking a bus out to a disabled bus they shall receive regular trip driving rate to the disabled bus. Once on site the "rescue" driver shall go onto the layover rate and ride back on the return trip with the students if the disabled bus is to be left for repairs to be retrieved later. The regularly scheduled trip driver shall go from the layover rate to the regular trip driving rate once the trip resumes.
- (d) Non-overnight trips that require a departure from Forest Area Schools prior to 7:00 a.m. a breakfast payment is authorized. Lunch meal allowance is authorized when the extra trip required the driver to be away from Forest Area during the lunch period. Supper meal allowance will be paid for the evening extra trips that require the drive to be with a group later than normal evening supper hours, ie: returning later than 7:30 p.m. Receipts are required for payment to be made, they are to be turned into the business office the next day when returning from the trip. If the vendor does not provide receipts, drivers may submit a handwritten receipt for payment.
- (e) Extra Trips within district will receive a \$15.00 minimum payment. To qualify for the \$15.00 the driver must service the bus to make it ready for the next scheduled run.
- (f) Extra Trip Assignment procedure:
- (1) Drivers will sign up for extra trips prior to the 15<sup>th</sup> day of student transportation and will be placed on the Extra Trip Schedule (ETS) Rotation by seniority status. Drivers wishing to sign up for extra trips after that date may do so. However, they will be added to the bottom of the ETS Rotation. In addition, the newly added driver will only become eligible for extra trips on the next published rotation schedule.
  - (2) Drivers hired after the sign-up date for extra trips will have two (2) weeks from their date of hire in which to sign up to be considered for inclusion in the extra trip rotation schedule. The new hired driver(s) shall be placed at the bottom of the ETS Rotation Schedule once they have signed up for extra trips, on the next published trip rotation schedule.
  - (3) The employer shall provide the Extra Trip Schedule of all known scheduled extra trips, for the period of the first to the fifteenth of the month three (3) or more working days prior to the first workday of the month. The employer shall provide the Extra Trip Schedule of all known scheduled trips for the period of the sixteenth of the month through the end of the month three (3) or more working days prior to the sixteenth of the month. Should the employer not meet these deadlines, no penalty shall be applied to a driver declining an assigned trip prior to the first day of the provided

ETS. The first Extra Trip Schedule of the school year shall contain the assigned names of those drivers who signed up for extra trips on the schedule of known trips, in calendar order on the basis of seniority. In the event there are more drivers on the ETS Rotation than trips to be assigned, drivers not assigned trips will remain in their respective order pending assignment of further trips or offering of unassigned or turned in trips. As assigned drivers complete their trips and have no other assigned trip for that rotation period, they shall remain in the ETS Rotation. Employees who refuse a properly assigned extra trip shall lose the privilege of receiving any extra trip assignments for two (2) full cycles through the ETS Rotation, and shall only be offered an unassigned trip once all other drivers have either accepted or declined the extra trip. The vacated assignment shall then be offered to the next driver in line in the ETS Rotation. Employees on the E.T.S. who are offered an unassigned trip may decline without penalty as it is offered through the Rotation. Should no regular driver be available, other drivers or subs may be used. The employer will attempt to offer the trip to drivers first, based on seniority, and then to subs. If no driver is available via the above process the least senior trip driver may be assigned the trip. If the Employer determines a driver on the E.T.S. would go into overtime if they took their assigned trip, the Employer may remove that driver from that trip and offer the driver the next available trip that will not put the driver into overtime, prior to the next time through the ETS Rotation.

(4) Completed trip sheets must be turned into the business office the next workday or when the driver returns to work, for the purpose of tabulating total work time for the week.

#### **APPENDIX C MISCELLANEOUS PROVISIONS**

(a) The Employer shall carry, as a minimum, fleet liability insurance coverage of one million (1,000,000) dollars per occurrence with employee liability coverage of three million (3,000,000) dollars per occurrence as an umbrella for the life of this contract.

(b) The Employer shall reimburse the full cost of the bus driver chauffeur license and certification fee required under the Michigan Motor Carrier Safety Act rules and regulations. Reimbursement shall be spread over a four (4) year period in four equal payments. Payments for reimbursements will be made not later than June 15<sup>th</sup> of each year. Should an employee quit or be discharged prior to receiving full payment as reimbursement, the payment will be prorated for the period of time served as an employee. A schedule of license/certification fee reimbursements due employees shall be available at the business office for employee informational purpose

(c) The Forest Area Community Schools will pay for any citation of fine received by the driver because of reported defects in the bus, or caused by any unforeseen or unknown defect in the school bus. The school bus driver will pay any fine citation received due to negligence of the bus driver, and is subject to dismissal because of repeated acts of negligence.

(d) The employer agrees, if required, to pay the cost of any physical examination, TB test or Chest X-ray. The employer will during the 2007-2008 school year pay for current employees the cost of mandatory fingerprinting. New hires after 07/01/07 will have to pay fingerprinting costs as part of their application processing without reimbursement.

(e) EDUCATION AND TRAINING

1. The employer agrees, if required, to reimburse employees for classes taken which would be applicable to their work. Such reimbursement shall include tuition, fees and books for classes involved. Further employer agrees to pay the employee the bus driver layover rate for hours the required class is in session, and shall provide either transportation or mileage to and from the class.
2. The employer agrees, if mandatory, to pay employees their regular straight time rate of pay for the classification of work they are assigned at the time of the training during mandatory training periods. Bus drivers that have no other classification of work will receive minimum wage per hour for mandatory training time since they cannot drive and be trained at the same time in lieu of work. The work outside their normal shift for the provisions of this paragraph shall not be considered "call-in" as provided for in Article 33 (c) of this Agreement.

(f) As each employee concludes their tenth (10) year of service with Forest Area Community Schools they will qualify for a \$15.00 stipend that is paid on total years of service at Forest Area by the last pay of the fiscal year.

(g) A shift differential of twelve cents (\$0.12) per hour shall be paid to custodians on hours worked after eight o'clock in the evening.

(h) ATTENDANCE INCENTIVE

Eligible employees will have to have been employed July 1 to June 30 as a 12 month employee or for a full school term, equaling the number of student days in the school calendar, during their work year of eligibility. Persons on non-FMLA leaves during their work year are not eligible for this incentive for that work year. The incentive shall be paid to those eligible for such payments during the first regular pay in the next fiscal year.

Staff employed for one full year (12 months or school term depending on assignment) will be eligible for the following attendance incentive:

	<u>Combined sick/personal leave</u>		<u>Incentive amount</u>
	<u>Days Used</u>		
<u>12 month</u>		<u>School Term</u>	<u>% of daily wage</u>
0		0	100
1		1	80
2		2	70
3		-	60

(i) A copy of the employee hours and wages for all employees regardless of classification, as prepared for computer entry, will be provided to employees who request in writing said copies with their paychecks provided the individual works their regularly scheduled hours/days of employment. Requests must be made in writing to the superintendent on or before the beginning of the school year.

(j) A summary statement shall be provided to employees at the beginning of each semester indicating their sick leave, personal leave, holidays, and vacation accumulation at that time.

SCHEDULE D

WAGE & CLASSIFICATION SCHEDULE  
2007-2008

Classification	Up to 1 year	1 Year	2 Years	3 Years	4 Years	5 to 7 Years	7+ Years
9 mo employee*							
Bus Driver	13.40	15.06	15.64	16.04	16.46	16.89	17.14
Paraprofessional**	10.45	11.02	11.43	11.71	12.00	12.29	12.54
Secretary Aide	10.32	10.77	11.22	11.49	11.77	12.06	12.31
Cook	9.74	10.19	10.75	11.01	11.27	11.54	11.79
General Aide	9.43	10.05	10.58	10.83	11.09	11.36	11.61
Server/Cashier							
Transportation Aide							
Classification	Up to	1	2	3	4	5 to 7	7+
200 day employees***	1 year	Year	Years	Years	Years	Years	Years
Secretary	11.41	12.13	12.94	13.26	13.59	13.93	14.18
Cleaning Staff	9.43	11.12	11.80	12.10	12.40	12.72	12.97
Classification							
12 mo employees							
Custodian	10.41	12.54	13.30	13.63	13.97	14.32	14.57
Mechanic							

\* Days of work determined by the number of days of student attendance

\*\* As defined under Title I, Section 1119 (g) (2)

\*\*\* 200 days shall equal the number of days of student attendance on the School Calendar plus the number of days outside the School Calendar actually worked by the secretary, as determined by the building administrator, to best meet the needs of the building.

**WAGE & CLASSIFICATION SCHEDULE  
2008-2009**

Classification 9 mo employee*	Up to 1 year	1 Year	2 Years	3 Years	4 Years	5 to 7 Years	7+ Years
Bus Driver	13.53	15.21	15.80	16.20	16.62	17.06	17.31
Paraprofessional**	10.55	11.13	11.54	11.83	12.12	12.41	12.67
Secretary Aide	10.42	10.88	11.33	11.60	11.89	12.18	12.43
Cook	9.84	10.29	10.86	11.12	11.38	11.66	11.91
General Aide Server/Cashier Transportation Aide	9.52	10.15	10.69	10.94	11.20	11.47	11.73
Classification 200 day employees***	Up to 1 year	1 Year	2 Years	3 Years	4 Years	5 to 7 Years	7+ Years
Secretary	11.52	12.25	13.07	13.39	13.73	14.07	14.32
Cleaning Staff	9.52	11.23	11.92	12.22	12.52	12.85	13.10
Classification 12 mo employees							
Custodian Mechanic	10.51	12.67	13.43	13.77	14.11	14.46	14.72

\* Days of work determined by the number of days of student attendance

\*\* As defined under Title I, Section 1119 (g) (2)

\*\*\* 200 days shall equal the number of days of student attendance on the School Calendar plus the number of days outside the School Calendar actually worked by the secretary, as determined by the building administrator, to best meet the needs of the building.

**WAGE & CLASSIFICATION SCHEDULE  
2009-2010**

Classification 9 mo employee*	Up to 1 year	1 Year	2 Years	3 Years	4 Years	5 to 7 Years	7+ Years
Bus Driver	13.67	15.36	15.96	16.36	16.79	17.23	17.48
Paraprofessional**	10.66	11.24	11.66	11.95	12.24	12.53	12.80
Secretary Aide	10.52	10.99	11.44	11.72	12.01	12.30	12.55
Cook	9.94	10.39	10.97	11.23	11.49	11.78	12.03
General Aide Server/Cashier Transportation Aide	9.62	10.25	10.80	11.05	11.31	11.59	11.85
Classification 200 day employees***	Up to 1 year	1 Year	2 Years	3 Years	4 Years	5 to 7 Years	7+ Years
Secretary	11.64	12.37	13.20	13.52	13.87	14.21	14.46
Cleaning Staff	9.62	11.34	12.04	12.34	12.65	12.98	13.23
Classification 12 mo employees							
Custodian Mechanic	10.62	12.80	13.56	13.91	14.25	14.60	14.87

\* Days of work determined by the number of days of student attendance

\*\* As defined under Title I, Section 1119 (g) (2)

\*\*\* 200 days shall equal the number of days of student attendance on the School Calendar plus the number of days outside the School Calendar actually worked by the secretary, as determined by the building administrator, to best meet the needs of the building.

NOTE: During the third year (2009-2010) of this five year contract wages will be negotiated for the fourth (2010-2011) and fifth (2011-2012) years.

NOTE FOR CLARIFICATION: Article 37 D had the last sentence extended after ratification by both parties per an agreement between the Board and AFSCME Local President James Cinader on 9/10/07. The extension of the last sentence starts after the word deduction to make the sentence read:  
**Forest Area Community Schools will utilize a Flexible Spending Plan that allows payroll deduction for insurance purchase or premiums paid as a pre-tax deduction except for short term disability insurance.**