

**MANISTEE SCHOOLS' OFFICE CLERICAL EMPLOYEES
CHAPTER OF LOCAL #2810**

This Agreement entered into on this 1st day of July, 2005 between the MANISTEE BOARD OF EDUCATION (hereinafter referred to as the "Employer,") and MANISTEE SCHOOLS' OFFICE CLERICAL EMPLOYEES CHAPTER OF LOCAL #2810, affiliated with Council #25, AFSCME, and 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 items and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

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

ARTICLE 1 - RECOGNITION (Employees Covered)

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 of all employees of the Employer included in the bargaining unit described below:

"All office clerical employees, but excluding confidential employees and supervisors."

ARTICLE 2 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union as it relates to employees covered by this Agreement.

ARTICLE 3 - UNION SECURITY (Agency Shop)

- A. Employees covered by this Agreement who are members of the Union shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues initiation fees uniformly charged for membership 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 service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

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- 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 as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- D. The Union agrees to assume the legal defense of any suit or action brought against the Board or the School District, School Board Members, Agents and Representatives for the discharge of any employee under the terms of this Article and the Union further agrees to indemnify and save the Board, the School District, School Board Members, Agents and Representatives of the Board of School District harmless against all claims, demands, costs, suits, damages or other forms of liability including back pay and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE 4 - DUES CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee who is a member of the 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 D), provided said form shall be executed by the employee. The written authorization for Union dues 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 expiration of this contract. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws 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 the Union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.
- D. See attached authorization form.

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 used by the Employer herein (see paragraph D), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article 3 of this contract.
- C. The Employer agrees to provide this service without charge to the Union.
- D. See attached authorization form.

ARTICLE 6 - REMITTANCE OF DUES AND FEES

A. When Deductions Begin:

Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from each pay period of the month and each pay period thereafter.

B. Remittance and Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the designated Financial office of Michigan Council 25 with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the tenth (10th) day of the month following the month in which they were deducted.

C. The Employer shall also indicate the amount deducted and notify the Financial Officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 7 - UNION REPRESENTATION

A. Stewards, Alternate Stewards and Unit Chairperson:

The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

One - Elementary Clerical
One - Secondary/Administration Clerical

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievance to the Employer during working hours.
3. The Unit Chairperson may be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

B. Union Bargaining Committee:

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.
2. Members of the bargaining committee shall not lose pay for hours spent in negotiations.

ARTICLE 8 - SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representatives upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m. unless another time is mutually agreeable. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

- B. The Union representatives may meet on the Employer's property for at least one-half hour 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 a 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 within thirty (30) calendar days of the employee's knowledge of its occurrence. The employer will answer, in writing, any grievance presented to it, in writing, by the Union. Any grievance not answered within the time limits by the Employer may be advanced to the next step by the Union.

Step 1: Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee feels he/she has a grievance, he/she shall 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 seven (7) days of receipt of the grievance.

Step 2: If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Superintendent within seven (7) working days after the immediate supervisor's response is due. The Superintendent shall respond to the steward in writing within three (3) working days of receipt of the grievance.

Step 3: If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the School Board within seven (7) working days after the response of Step 2 is due. The School Board shall sign and date the Chapter Chairperson's copy. The School Board shall respond in writing to the Chapter Chairperson within five (5) working days.

Step 4:

- (a) If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

- (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's last answer at Step 3 meet with the Employer for the purpose of attempting to resolve the dispute(s).

Step 5:

- (a) In the event the grievance is not satisfactorily resolved at Step 4, the Union shall within twenty (20) working days after the answer at Step 4 notify the Employer in writing of its intent to arbitrate. The arbitrator shall be selected from a list of arbitrators submitted by the American Arbitration Association in accordance with its rules. Any arbitrator selected shall operate under the rules and regulations of the American Arbitration Association. The function and purpose of the arbitrator is to determine and rule on disputed interpretations of terms actually found in this Agreement, or to determine and rule on disputed facts upon which the application of the Agreement depends.

The arbitrator shall have no power to add to, modify, subtract from, disregard or alter any provisions of this contract.

- (b) The decision of the arbitrator shall be final and binding on the Employer, the employees and the Union.
- (c) The fees and expenses of the arbitration shall be shared equally by the parties.
- (d) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievance involves a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 10 - COMPUTATION OF BACK WAGES

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

ARTICLE 11 - DISCHARGE AND SUSPENSION

- A. Notice of Discharge or Suspension:

The Employer agrees promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the reasons for the discharge or suspension.

- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be entered into the grievance procedure Step 2.

D. Use of Past Record:

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior non-related and/or minor infractions, which occurred more than two (2) years previously. In the event the current charge is for the same offense, the Employer may use the past record of the previous two (2) years plus previous disciplinary documentation related to the same offense up to three (3) years.

ARTICLE 12 - SENIORITY (Probationary Employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first thirty (30) working days of employment, provided however, that the Employer may, with written authorization from the Union, extend the probationary period for another thirty (30) calendar days. Said extension will not affect any of the terms of this Agreement, i.e., does not extend wage rates or disallow benefits that the employee is entitled to, except sub-section (B) of this Article shall be extended for the same amount of time as the probationary period extension. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 13 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees in the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will post a seniority list on October 1 of each year.
- D. Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire and qualifications.

ARTICLE 14 - LOSS OF SENIORITY

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

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- C. He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee as his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as [©] above.

ARTICLE 15 - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairperson and all stewards in alphabetical order shall head the seniority list of the unit during their term of office for the purpose of layoff only.

ARTICLE 16 - LAYOFF DEFINED

- A. The word "layoff" means a reduction in the work force due to a decrease of work or as the result of economic necessity.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least two (2) weeks prior to the effective date of layoff. In proper cases exceptions shall be made. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. Any matters in dispute concerning proper seniority and/or qualifications shall become a proper subject for the final step of the grievance procedure.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., as long as the senior employee is qualified, the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least five (5) calendar days' advance notice of the layoff.
- E. Scheduled overtime shall not exceed eight (8) hours per week in any classification during a layoff in that classification.
- F. The foregoing will apply to all layoffs except for necessary rescheduling of the school years or other emergency situations. In the event of rescheduling of work or other emergency situations, the Board agrees to give twelve (12) hours' notice to the employee.
- G. Employees laid off (during summer work hours only) will not be allowed to bump.

ARTICLE 17 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority and qualifications, with the most senior employee on layoff being recalled first. 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 18 - TRANSFERS

A. Transfer of Employees:

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, 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. When an employee is transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, qualifications, and reasonable cause. Location exchange will be allowed in such cases.

ARTICLE 19 - JOB POSTINGS AND BIDDING PROCEDURES

A. All vacancies and/or newly created positions within the bargaining unit shall be posted within five (5) 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. All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position 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 for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

The four (4) week trial period may be extended by mutual agreement by the Union and the Employer.

- ### B. The job shall be awarded or denied within five (5) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employee shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are on the bulletin boards.
- ### C. During the four-week trial period, or any extension thereof, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- ### D. During the trial period employees will receive the rate of the job they are performing.
- ### E. Employees required to temporarily perform the work of a higher classification shall be paid the rate of the higher classification.
- ### F. The Board agrees to pay a secretary that fills in at a board meeting at the same hourly rate as the Superintendent's secretary on a contracted basis.

G. Temporary Job Opportunities:

Special summer clerical work within a building, or an assignment area, will first be offered to the bargaining unit member who normally performs such work. (By way of example: special work needing completion in the high school building would first be offered to a secretary who works in the high school. Likewise, Title I clerical work would first be offered to the secretary who normally does the Title I work.) Should that person not be available to do the additional work, it would then be offered to other bargaining unit members on the basis of seniority

H. Non-union day-to-day substitutes will not be expected to become members of the Union.

ARTICLE 20 - RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 21 - MILEAGE

Mileage will be paid for authorized use of a personal vehicle relating to job duties, at the Board approved rate.

ARTICLE 22 - SAFETY

In the event the Employer fails to implement a valid safety recommendation of the Union and the Union wishes to carry the matter further, such shall become a proper subject for the grievance procedure or a special conference.

ARTICLE 23 - WORKER'S COMPENSATION (On-the-Job Injury)

Each employee will be covered by the applicable Worker's Compensation Laws. The employee will suffer no loss in compensation or accumulated sick leave during the first qualifying week under Worker's Compensation.

Employees may use accumulated sick leave to make up the difference in their regular pay. But there will be no sick leave accumulation while an employee is receiving long term disability insurance.

ARTICLE 24 - LEAVES OF ABSENCE

A. Leaves of absence for periods not to exceed one (1) year may be granted without pay and without loss of seniority for:

1. Service in any elected or appointed position (public or Union).
2. Maternity Leave.
3. Illness Leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational Leave.

Such leave may be extended one (1) year for like cause.

The Employer will comply with the provisions of the Family & Medical Leave Act of 1993.

- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, except for the following leaves which shall not accrue but will freeze seniority until the employee returns: #1, 4 and 5 above, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her.
- C. The Union may select a member to attend a function of the Union. He/she may be allowed time off without pay to attend up to a maximum of ten (10) working days. Proper advance notification shall be furnished to the employee.

ARTICLE 25 - WORKING HOURS (Shift Premium and Hours)

- A. The normal work week for full time employees shall be 40 hours. An overtime rate of time and one-half shall be paid for hours in excess of 40 hours per week.
- B. Full-time employees shall be allowed sixty (60) minutes unpaid time off for lunch. The immediate supervisor and the employee can mutually agree to other lunch time arrangements.
- C. Employees may take a 15 minute coffee break in the a.m. and also a 15 minute coffee break in the p.m., or the first half and second half of their regular shift, whichever may apply.
- D. Wages for paid leave days/holidays shall be based on the number of daily hours worked by the employee during a normal week. Should such hours vary from week to week, an average of the daily hours for the proceeding two pay periods shall be used as the basis of payment.
- E. Special summer work hours for full-year employees may be established at the discretion of the Superintendent. In the event the hours of work are reduced for any full time employee, two weeks advance notice shall be provided.
- F. School term employees shall work one (1) additional week with normal pay as determined by administration.

ARTICLE 26 - TIME AND ONE-HALF AND DOUBLE TIME

- A. Time and one-half will be paid as follows:
 - 1. For Saturday as such
 - 2. For hours in excess of forty (40) hour work week
- B. Double time will be paid as follows:
 - 1. For all hours worked on Sunday
 - 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE 27 - SICK LEAVE

- A. Full Term Employees covered by this Agreement shall accumulate fifteen (15) days per year, School Term employees shall accumulate thirteen (13) days per year, with a maximum accumulation of ninety (90) days, An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

Sick days may be used for personal illness or illness in the immediate family household requiring the care and attendance of the employee, upon request to and approval of, the Superintendent or his/her designee.

- B. Employees who have reached the maximum sick leave accumulation and who used five (5) or less sick days in the preceding year shall be credited with one (1) additional personal leave day which may be used in accordance with Article 36.
- C. In the event of an active employee's death or retirement under the MPSERS, such employee or his/her IRS dependent beneficiary shall be paid for accumulated, but unused sick leave, in accordance with the following schedule:

At the time of retirement/death, the employee has reached:

10-15 years seniority.....	15%
16-20 years of seniority.....	20%
more than 20 years of seniority.....	25%

In the event of an employee's death and there are no IRS eligible dependents of the deceased employee, no payment of unused sick leave shall be made.

- D. Employees shall be entitled to receive yearly the following compensation regarding sick day usage:

Employees who use no sick days:	\$200.00
Employees who use one (1) sick day	125.00
Employees who use two (2) sick days	75.00

To be paid by the first pay in August.

ARTICLE 28 - FUNERAL LEAVE

- A. An employee shall be allowed a maximum of three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay to be deducted from sick leave. The Chapter Chairperson or representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 29 - PERSONAL LEAVE/ROTATING DAY

School Term employees shall be allowed three (3) personal leave days with pay each year. The year shall be consistent with the anniversary of the Agreement beginning each July 1. The employee must notify his/her supervisor at least forty-eight (48) hours in advance of the intent to use a personal day to allow sufficient time to secure a substitute, if necessary. Each employee shall have one (1) rotating day to be taken when school is not in session.

ARTICLE 30 - JURY DUTY

In the event a secretary is called for jury duty, the Board shall pay the difference of his/her regular wage and the compensation he/she receives for jury service, excluding mileage and meal reimbursement.

ARTICLE 31 - ABSENCE DUE TO INCLEMENT WEATHER

When school is closed due to inclement weather, the Superintendent or his designee shall determine if and when secretaries are to report for duty. Secretaries shall be expected to work one-half of their normal number of daily hours, but shall be paid for their regularly scheduled time for all full days canceled but not rescheduled. Secretaries shall not be paid if they fail to report for work when requested to do so. Should an employee fail to report for work due to impassable road conditions, the employee shall be permitted to make up the missed hours at a mutually acceptable alternative time.

ARTICLE 32 - VACATION ELIGIBILITY

- A. A full-year employee will earn credits toward vacation with pay in accordance with the following schedule:
 - 1. An employee with one (1) to five (5) years' seniority shall receive ten (10) days' vacation annually.
 - 2. After five (5) years, employees shall receive one (1) additional day of vacation each year, to a maximum of three (3) weeks. An employee with twenty (20) years' service shall be granted a vacation of four (4) weeks.
- B. School-term employees who are promoted or transferred to a full-time position shall be granted one-half (½) year's seniority credit for each year worked as a school term employee in calculating vacation eligibility.
- C. Employees who voluntarily terminate their employment shall receive payment of all unused vacation credits.

ARTICLE 33 - VACATION PERIOD

- A. Vacations shall be mutually scheduled between the employee and the Employer. The Employer will not be arbitrary or capricious in denial of vacation.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- C. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled.
- E. Vacation accumulation shall be limited to no more than one (1) year's vacation time allowance.

ARTICLE 34 - VACATION PAY

- A. If an employee voluntarily severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his/her vacation the following year.
- B. Rate during vacation: Employees will be paid their current rate based on their regular schedule day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35 - HOLIDAY PROVISIONS

- A. The paid holidays for full-year employees are designated as:

New Year's Day	Fourth of July
Good Friday (If not in session)	One rotating day to be used when school is not in session
Memorial Day	Thanksgiving Day
Day before Christmas (provided it is a week day and school is not in session)	
Friday before Labor Day	Day after Thanksgiving
Labor Day	Christmas Day

Employees will be paid their current rate based upon their regular scheduled work day for said holiday.

- B. School-term employees shall receive paid holidays as designated:

New Year's Day	Friday before Labor Day
Memorial Day	Labor Day
Good Friday (If not in session)	Thanksgiving Day
Day before Christmas (provided it is a week day and school is not in session)	
Christmas Day	Friday after Thanksgiving Day

- C. To be eligible for holiday pay, full-year employees must work the regularly scheduled work day before and after the holiday.
- D. Part-time employees shall be paid for holidays that fall on a regularly scheduled workday such that the employee does not suffer a loss of earnings for the pay period.
- E. School term employees substituting or working on a call-in-basis a minimum of 10 days during the normal summer break period shall receive holiday pay for July 4th.
- F. Should a holiday fall on Saturday, Friday shall be considered as the holiday and should a holiday fall on Sunday, Monday shall be considered as the holiday, except that in no case shall this create an overtime situation in any given week.

ARTICLE 36 - HOSPITALIZATION AND HEALTH CARE COVERAGE

- A. Upon application by the employee, the Board will provide hospitalization and health care insurance for all full-year employees and eligible dependents.

The same hospitalization and health care insurance shall be made available to *school-term employees* on a single subscriber basis. Should the employee elect to include eligible family members under the insurance coverage, the Board shall pay 75% of the total premium and the remaining 25% shall be paid by the employee through payroll deduction for the 05/06 school year. In the 06/07 school year, District will pay 75% of total premium.

This insurance carrier shall be reviewed at the request of either party to assure optimum coverage at the best price. This carrier may be changed by mutual agreement provided the premium costs are no greater than the above-described program. Both parties agree to meet in 05/06 to look at alternative insurance coverage.

- B. Employee(s) not electing to take the hospitalization coverage shall be eligible for an employer paid contribution of \$100 per month toward a qualified Section 125 Option Plan or into an IRA or as taxable income.
- C. Part-time employees who regularly work less than thirty (30) hours per week shall not be eligible for insurance coverage. The employer agrees not to create part-time positions where full-time positions could be created or to avoid the payment of benefits.
- D. Employee(s) shall have the choice to stay with current medical coverage or change to Community Blue Plan 1 with \$500.00 preventive services.

For school term employees, the district will not pay more than the following amounts:

Single	\$347.83
2 Person	\$675.56
Family	\$699.50

For year round employees, the above figures would be prorated.

If there is a savings due to changing to Community Blue – the savings will go to the employee, and be paid prior to the first pay of the new school year. Prescription drug rider will be \$5.00/\$10.00.

ARTICLE 37 - LONG TERM DISABILITY INSURANCE

The Board will agree to provide long term disability insurance to all bargaining unit employees. No subtractions of sick leave shall occur while the employee is drawing LTD benefits.

ARTICLE 38 - LONGEVITY

Longevity payments shall be made in accordance with the following schedule prior to December 15th of each year:

5 through 9 years	1.5% of Annual Salary
10 through 14 years	2.5% of Annual Salary
15 years or more	3.5% of Annual Salary

Years of longevity shall be defined as full fiscal years (July 1 through June 30) and shall be calculated through the June 30 preceding the December payment.

ARTICLE 39 - MANAGEMENT RIGHTS

- A. The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in by the laws of the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees, to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, and to promote and transfer all such employees.
 - 2. The full and exclusive control, direction and supervision of operations and working forces, and shall have the right to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.

3. To establish reasonable regulation, practices, and safety rules, from time to time, and distribute same to the employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only to the specific and express terms of this Agreement.

ARTICLE 40 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall be obligated by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE 41 - ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices between the Employer and the union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 42 - DISTRIBUTION OF AGREEMENT

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

ARTICLE 43 - APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A - Classification and Rates –

ARTICLE 44 - EFFECTIVE DATE

This Agreement shall become effective as of 7-1-05 – 7-1-07.

ARTICLE 45 - TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until July 1, 2007.

- A. If either party desires to amend or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

LETTER OF AGREEMENT
Between
MANISTEE AREA PUBLIC SCHOOLS
And
AFSCME and AFL-CIO Local 2810

Regarding Health Insurance

WHEREAS Manistee Area Public Schools and AFSCME and AFL-CIO Local 2810 are parties to Collective Bargaining Agreement expiring on June 30, 2007, and

WHEREAS a concept converting the current health insurance coverage into a health reimbursement arrangement (HRA), and on January 1, 2007 implementing a health savings account (HSA) has been agreed upon by the parties, and

WHEREAS both parties desire to modify the terms and conditions set forth in Article 36 Hospitalization and Health Coverage by deleting item D.

THEREFORE BE IT AGREED:

That on September 1, 2006, the Employer will implement and fund an HRA consistent with the attached informational outline, and

That on January 1, 2007, the Employer will implement and fund an HSA consistent with the attached informational outline, and

That said informational outline shall be added to this Letter of Agreement as the integral guideline hereto, and

Lastly, that all other terms and conditions of the Collective Bargaining Agreement between the parties shall remain in full force and effect, and

THEREFORE, the parties signify agreement to the above by affixing their representative signatures hereto.

MANISTEE AREA PUBLIC SCHOOLS

AFSCME & AFL-CIO Local 2810

Dated: _____

Dated: _____

LETTER OF AGREEMENT

Manistee Area Public Schools

And

AFSCME Local 2810, Council 25

February 6, 2006

Pursuant to the 2005-06 Contract and the mutual agreement of the parties it is agreed:

1. The Secretary position at Madison Elementary which includes Title I responsibilities will become a full-year position effective with the start of 2006-07 school year. The current employee holding the Secretary position at Madison Elementary will assume the full-year position at the start of the 2006-07 school year.
2. The Secretary position at the Board Office which includes payroll and insurance responsibilities will be removed from the bargaining unit. The current employee in this position will go out of the bargaining unit upon receipt by the Union of her written agreement to leave, and upon ratification of this Agreement. Whenever the position becomes vacant, the Employer agrees to give bargaining unit employees the first opportunity to apply for this non-unit position.
3. The Employer **agrees** to establish a **full-year position at the High School, upon ratification of this Agreement.** The position will be posted and awarded to one of the three Secretary employees currently at the High School.
4. When the next full-year position becomes vacant, the Employer may revise such position to a school term position. The Employer will notify the Union in advance of any change.
5. A wage adjustment of .07¢ per hour will be effective February 6, 2006, for each employee in the bargaining unit.
6. The Contract will be extended for an additional year, expiring July 1, 2008, and a revised wage schedule:

July, 2006 - \$13.49
July, 2007 - \$13.86
7. Should the Employer decide to return sub calling work to the District, the parties will meet to discuss the implementation of the work assignment.