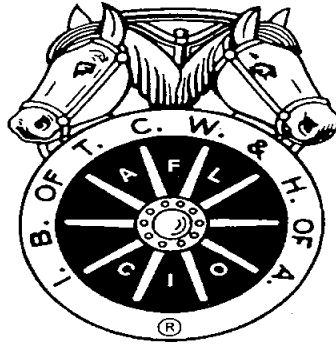


COLLECTIVE BARGAINING AGREEMENT



Between the

**TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS
LOCAL #214 – CUSTODIANS UNIT**

And

MANISTEE AREA PUBLIC SCHOOLS

Effective July 1, 2005 to June 30, 2008

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Teamsters
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This Agreement, effective July 1, 2005, is by and between the Manistee Area Public Schools, hereinafter referred to as the "Employer," party of the First Part, and Teamsters State, County and Municipal Workers Local 214, hereinafter referred to as the "Union," party of the Second Part.

ARTICLE 1 – RECOGNITION

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agency for all regularly employed custodians, maintenance personnel, and custodial aides of the school district with respect to rates of pay, hours of employment, and such other conditions of employment as required by Section II of Act 379, Public Acts of 1965. Substitute employees are specifically excluded from this Agreement. The Employer reserves the right to establish the position of Maintenance Supervisor thereby excluding that position from this Agreement.
- B. The Employer recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Union and will not discriminate against employees on account of Union membership or activity and likewise the Union will not interfere or discriminate against any employee who is not a member of the Union.

ARTICLE II – AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement 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.
- 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 (30) 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 Employer, 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 Employer, the School District, School Board Members, Agents, and Representatives, 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 Employer for the purpose of complying with this Article.

- E. Union dues shall be by payroll deduction.

ARTICLE III – MANAGEMENT

- A. The Employer, 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 it by the laws and the Constitution of the State of Michigan and 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.
 - 2. To the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to change jobs or establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
 - 3. To establish Employer regulations, 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 Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV – SUPERVISION OF EMPLOYEES: CHAIN OF COMMAND

- A. General Supervision – The Superintendent or his Agent is responsible for the general supervision of all employees.
- B. Building Supervision – The Principal and the Director of Buildings and Grounds of each building are responsible for supervising the day to day work of the custodial staff assigned to buildings. The Director of Buildings and Grounds is responsible for the supervision of district-wide maintenance personnel and is considered to be the coordinator of all district custodial and maintenance functions. The Building Principals shall make work requests to the Director of Buildings and Grounds who shall see that the work is completed. If necessary, he/she has the authority to delegate work to custodians or to reassign custodial work on a temporary basis. In the event the Director of Buildings and Grounds is not available, Principals may direct or redirect custodial work to get jobs done. Evaluation and discipline of custodians shall be the responsibility of the Director of Buildings and Grounds under the advisement of the Building Principals and/or Superintendent or his Agent. Discharge shall be the responsibility of the Superintendent.

ARTICLE V – GRIEVANCE PROCEDURE

- A. Any employees believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may within ten (10) calendar days verbally discuss the conditions resulting in the alleged violation with the Director of Buildings and Grounds.
- B. Should the alleged violation not be resolved to the satisfaction of the employee or the Union as a result of the verbal discussion, the grievance shall be reduced to writing and filed with the appropriate Building Principal within ten (10) calendar days. Such grievance shall state specifically the article and section of the Agreement allegedly violated, the conditions resulting in the alleged violation, and the relief sought.
- C. Within ten (10) days of receipt of the grievance, the Building Principal shall meet with the employee or group of employees to resolve the grievance. If the grievance cannot be resolved between the parties, the grievance may then be forwarded to the Superintendent of Schools within five (5) days.
- D. Within ten (10) days of receipt of the grievance, the Superintendent shall meet with the employee or group of employees in an effort to solve the grievance. If the grievance cannot be resolved between the parties, the grievance shall be forwarded to the Board, together with a statement of reasons why it could not be resolved.
- E. Within fifteen (15) days from receipt of a grievance, the Superintendent shall pass upon the grievance. The Superintendent may hold a hearing thereon or prescribe such procedure as deemed appropriate for consideration of the grievance.
- F. If the decision of the Superintendent is not satisfactory to the Union, the grievance may, within fifteen (15) days, be submitted to the Labor Mediation Board.
- G. Failure to appeal within the above time limits shall be deemed acceptance of the decision.
- H. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE VI – EMPLOYMENT

- A. The basic responsibility of the custodial employees shall be to provide the physical conditions most conducive to carrying out the educational program of the school. Job descriptions for each of the job classifications shall be developed and affixed to this Agreement as Appendix A.
- B. New regular employees shall be on probation for a period of sixty (60) days with an administrative evaluation of the employee's work performance completed and

reviewed with the employee after thirty (30) days. The right to release such probationary employees shall be vested exclusively with the Employer.

- C. The employment, transfer, reassignment or dismissal of the employees shall be the responsibility of the Employer or its' agent.
- D. The Employer may, if it so desires, require personnel to present a health certificate signed by a reputable physician of their choice and attesting general satisfactory health and freedom from any communicable disease.
- E. New jobs or permanent vacancies shall be posted in each School Building on the Union Bulletin Board by the Employer, and the Chief Steward of the Union shall be notified in writing within fifteen (15) days of the vacancy. Action shall be taken to fill the vacancy within fifteen (15) days of the posting. It shall be the responsibility of the Union to notify the membership. Vacancies caused by absence, not to exceed six (6) months shall be filled by substitutes or transfer at the discretion of the administration. Seniority and past performance shall be taken into consideration.
- F. Job placement will be made by the Employer based upon performance and ability; however, seniority will prevail when those factors are equal in candidates bidding for the position. Union members shall be given first opportunity and consideration in filling the vacancy unless the position requires special qualifications that are not possessed by any Union member bidding for such position. An employee has the right to return to his former position within two (2) weeks, if he/she finds his/her new position unsatisfactory.
- G. One class of seniority shall be established.

If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she shall maintain but not accrue seniority while working in the position to which he/she was transferred.

Humanitarian Transfers – Upon mutual agreement of the Employer and the Union, an employee may be assigned disregarding seniority due to an employee's age, condition of health or other such circumstances that may be determined as detrimental to said employee. Such transfers shall occur before posting under the current section.

- H. Part-time custodian classification shall be for thirty (30) hours or less work per week. Any custodian assigned more than thirty (30) hours per week regular work shall be placed on the full-time custodian wage scale and seniority list.
- I. When employees move from one seniority classification to another, they shall not carry forward any seniority into the new classification.

- J. Any employee whose work performance is evaluated as unsatisfactory shall:
1. Receive a verbal warning for the first offense.
 2. If a second offense occurs within twelve (12) months of a verbal warning, the employee shall receive a written reprimand. If more than twelve (12) months have elapsed since receiving a verbal warning, another verbal warning will be issued.
 3. If a third offense occurs within twelve (12) months of a written warning, the employee shall be suspended for three days without pay. If more than twelve (12) months have elapsed since the first written warning, then another written warning shall be issued in lieu of suspension.
 4. If a fourth offense occurs within twelve (12) months of a disciplinary suspension, the employee shall be discharged. If more than twelve (12) months, but less than twenty-four (24) months have elapsed since being disciplined, the employee shall be suspended as per Step Three of this disciplinary process.
 5. Employees may be discharged immediately without progressing through the above steps in cases of personal misconduct, insubordination, except in cases of contract interpretation, theft, possession of alcoholic beverages, illegal drugs, and other similar offenses.

The Union shall be informed in writing of any disciplinary action taken with respect to its members within five (5) working days of such action. It shall not be necessary to inform the Union of the cause of such discipline, only that the discipline took place.

ARTICLE VII – LAY OFF AND RECALL

When a layoff takes place, employees not entered on the seniority list shall be laid off first. Seniority employees shall be laid off in the inverse order of their seniority except that the Head Building Custodians shall be the last to be laid off. Custodians will be reassigned and work loads and schedules shall be adjusted to reflect the reduction in custodial staff. A minimum of one week's notice shall be provided employees of pending layoff as related to this article. Temporary suspension of work for reasons of emergency or strike action is not subject to this provision. Employees who are laid off from one classification and who have previously acquired seniority in another classification will be permitted to exercise such seniority providing they are qualified to perform the work available and have the necessary seniority.

Recall Procedures – When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on the layoff being recalled first. If an employee fails to report for work within ten (10) calendar days from the date of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE VIII – LEAVES

- A. Each full-time custodian shall be granted an allowance of eighteen (18) days' sick leave per year after completing one full year of employment. During the first year

of employment, he/she shall be granted the eighteen days immediately upon employment with the provision that should the employee leave the employment of the school district before completing a full year and use more than his/her earned prorated sick leave (1 ½ days per moth), the Employer shall deduct the excess sick days used from the final paycheck. Sick leave may be accumulated to a total of one hundred (100) days.

All part-time custodians and custodial aides shall be granted twelve (12) working days' sick leave per year of employment. During the first year they shall be permitted one (1) working day per month sick leave for moths worked until they have earned a total of twelve (12) days. Sick leave may be accumulated to seventy (70) days. Sick days may be used for the following:

1. Personal Illness.
 2. Illness or death in the family upon request to and approval from the Superintendent or his Agent. In addition, the Superintendent or his Agent may grant leave for other person's death upon request by the employee.
- B. The Employer shall retain the right to require a doctor's statement concerning any illness extending more than three (3) days. It shall be the responsibility of the employee to obtain a suitable statement and pay for costs involved.
- C. An employee, in case of extended illness, may be granted upon his/her request, a leave of absence of up to one year without pay. Insurance benefits shall be continued by the Employer for a period not to exceed three (3) months. Existing seniority, vacation, and/or other leave days shall be retained, but not accrue during the leave period. In cases of workers' compensation, insurance benefits shall be continued and seniority shall accrue during the period of disability. Leave benefits shall not accrue during such absences.
- D. Unpaid leaves of absence of up to one year for reasons other than illness may be granted upon written request of the employee. During this period, the employee shall retain but not accrue additional seniority, vacation, or leave days. All Employer-paid benefits shall be suspended for the duration of the granted leave.
- E. An employee shall be allowed two (2) days' Business Leave with pay for the following purposes:
1. To attend funerals
 2. To transact personal business that cannot be scheduled outside of regular working hours.

Business Leave shall not be used:

1. For vacation purposes.
2. For extending a holiday or vacation period.

3. For hunting, fishing, or other recreation purposes.
4. For travel or visiting friends or relatives.
5. For absence normally covered under Sick Leave.
6. For any other non-business activities.

- F. Personal Day – each employee shall be granted one personal day per year. Although the purpose of the day does not need to be stated, the employees must give at least two (2) days’ notice in advance.
- G. Each employee may be granted up to three (3) days off in the event of a death in his/her immediate family (spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law).
- H. Attendance Incentive – An incentive bonus shall be paid to each employee at the conclusion of the school year for good attendance accordance to the following schedule:

<u>Days Absent</u>	<u>Full Year Employees</u>	<u>School Year Employees</u>
0	\$225	\$150
1	200	130
2	175	115
3	125	75
4	75	35

Days absent shall include Sick Days and Personal Days, but exclude Business Days and time lost due to attendance of funerals or jury duty.

Full Time employees shall have the option to elect to take “comp-time” in lieu of their incentive payment entitled according to the following schedule, provided such comp-time is taken only when a substitute would not be required as a result of the absence or at the Superintendent or his Agent’s discretion:

<u>Days Absent</u>	<u>Comp-Time</u>
0-1 Absences	3 Days
2-3 Absences	2 Days
4 Absences	1 Day
More than 4 Absences	0 Days

ARTICLE IX – SNOW DAYS

All full and part-time custodians and maintenance employees are expected to report to work at their regular time when schools are closed due to inclement weather. Each employee shall work one-half of their daily scheduled hours and shall be paid their normal daily wage. If the administration requests any employee to work more than one-half of his/her normal daily schedule of hours, the employee shall receive time and one-

half (1 ½) compensation for all such additional hours. Any employee failing to report to work shall not be paid.

Custodial Aides shall not report to work, but shall receive their normal pay on days when school is cancelled and the day is not required to be rescheduled. When school is cancelled but the day is required to be rescheduled, custodial aides shall not work and shall not be paid.

In the event an official state of emergency has been declared for the Manistee area, employees shall not be expected to report to work and shall not suffer a loss of pay.

ARTICLE X – OVERTIME PAY

- A. Effective at the date of this contract, employees shall be paid time and one-half (1 ½) for all hours over forty (40) hours worked per week. The work week is to begin on Monday of each week.
- B. If custodians are requested to work overtime for meetings or to open buildings for various organizations, they shall be paid time and one-half (1 ½) wages for hours worked. If custodians are called in to work in such capacity, they shall assist the organization in seating arrangements, clean-up and perform such other services that are helpful to the organization in carrying out the purpose of their meeting. In the event a custodian is directed to remain "on call" during normal off-duty hours, he/she shall be compensated at the rate of \$2.00 per hour for such time. All overtime must be approved by the Building Principal or Maintenance Supervisor prior to submittal for payment.
- C. Weekend checking of a building to review conditions of the building not normally occupied will be considered part of the regular duty of the Head Building Custodian, and he/she shall not be paid extra for such duty when he-she performs such services. However, if a problem condition exists and a custodian must spend more than one (1) hour in the building solving said problem, he/she shall be eligible for payment of his/her time.
- D. Any time an employee is called in, he/she shall be paid at the rate of time and one-half (1 ½) for actual time worked. At no time shall such pay amount to less than one (1) hour of the normal rate of pay.
- E. Overtime shall be distributed on a rotational basis by building to the extent practical. The Custodial Union shall be responsible for maintaining a record of overtime offered/worked to facilitate the rotation.

ARTICLE XI – VACATION

- A. A full-time custodian shall be granted two (2) weeks' paid vacation after being employed one full year. July 1st of each year shall be established as a

computation date for vacation days earned. Partial year's experience shall result in a pro-ration of allocated vacation days.

- B. After five (5) years, custodians shall receive one (1) extra vacation day per year not to exceed twenty (20) days.
- C. Part-time custodians and custodial aides working throughout the school year and the summer months as well shall be granted one (1) week vacation after one (1) full year of employment, increasing to two (2) full weeks after three (3) full years of employment. After five (5) full years of employment, one (1) additional day of paid vacation shall be added up to a total maximum of three (3) weeks. The vacation pay shall be based on the number of hours worked by the employee during the major portion of the year.
- D. Generally, vacations shall be taken between the last day of school in June and two weeks before school starts the following year. A master vacation schedule will be set up on June 1st with employees having the most seniority given first choice. All vacation schedules must be approved by the Superintendent or his Agent. All vacation days must be used up by the following June 30th or the days will be lost without pay. Exceptions may be made with the approval of the Superintendent or his Agent. If more than one person desires the same day off, seniority will apply if the employee has given thirty (30 days' advance notice.
- E. When a holiday falls during an employee's regularly scheduled vacation period, the vacation may be extended one day or the employee will be granted an additional day off at a later time mutually agreeable to the employee and the Employer.
- F. Upon retirement, employees shall be credited with five (5) additional vacation days (up to 40 hours maximum) as a 'cash-out' feature.

ARTICLE XII - INSURANCE

- A. The Employer will provide to full-time custodians "Full Family," "Self-Spouse," or "Single Subscriber" benefits, as needed, in the following or mutually acceptable, insurance programs.
 - 1. Blue Cross-Blue Shield/Community Blue Hospitalization, including Major Medical.
 - 2. Blue Cross/Community Blue Dental.
 - 3. Prescription Drugs (\$10.00 CO-PAY). The Employer shall reimburse \$5.00 for each prescription upon written proof.
 - 4. \$10,000 term life insurance (employee only).
 - 5. SET Vision Plan II with \$50.00 frame allowance
 - 6. The Employer shall have the right to change insurance carriers or coverage as contained in this Agreement, provided such change provides substantially equivalent or greater coverage when compared to the coverage described herein.

The Employer will provide the Union with forty-five (45) days prior written notice of such intention to change carriers or coverage.

- B. The Employer will provide custodians working a regular schedule of four (4) or more hours per day: Single Subscriber hospitalization insurance and vision insurance, providing they are not eligible for coverage under any plan of their spouse. Any employee so eligible may instead elect Self/Spouse or Full Family coverage with 70% of the premium paid by the Employer.

The Employer will provide \$5,000 term life insurance to all part-time custodians and custodial aides working a regular schedule of four (4) or more hours a day.

- C. All employees not electing the Employer-provided hospitalization insurance shall be provided with a Section 125 benefit plan in the amount of \$400.00 per year.
- D. The Employer shall provide Long Term Disability Insurance for all employees working a regular daily schedule of four (4) or more hours a day.
- E. Workers' Compensation Insurance shall be maintained pursuant to applicable law.

ARTICLE XIII – HOLIDAY

- A. Full-Time Employees – The following days shall be considered holidays for which the employees shall receive his/her regular wages providing such days fall on a regular work day: (If the holiday falls on Sunday, the following Monday will be considered the legal Holiday.) New Year's Day, Good Friday*, Memorial Day, July 4th, The Work Day Preceding Labor Day, Labor Day, Thanksgiving Day & Day After, Day before Christmas & Christmas Day.

One (1) floating day to be used any time during the year with approval of the Superintendent or his Agent.

*Some custodians may be required to work up to one-half (1/2) day on Good Friday. Those working on Good Friday shall be granted 1 ½ times the hours worked in additional vacation during the summer.

The Employer will grant the day off before Christmas or the day off before New Year's However, if school is scheduled on either day, then the day off may be rescheduled another time during the Christmas Recess.

The Employer will grant Friday off as a holiday when Christmas and New Year's fall on a Thursday.

- B. Part-Time Custodians, Custodial Aides

The following days shall be considered holidays for part-time custodians and custodial aides for whom the employees will receive his/her daily regular wages:

Christmas Day	New Year's Day	Day after Thanksgiving
Thanksgiving Day	Memorial Day	Good Friday
Labor Day if school opens before the holiday		
Semester Break Day		

- C. To receive benefit of the holiday, the employee must be on duty the scheduled work day immediately prior to and the scheduled work day immediately after the holiday, except in cases eligible under sick leave or vacation.
- D. If a scheduled paid holiday falls on a Saturday, the previous Friday will be considered the paid holiday provided school is not in session.
- E. The Friday before labor Day if it is a legal holiday for schools and the building is ready as deemed by the principal and/or Director of Building and Grounds.

ARTICLE XIV – WAGES

A. Effective July 1, 2005

Employed prior to July 1, 1995

	<u>7/1/05 (+.30)</u>	<u>7/1/06 (+.30)</u>	<u>7/1/07 (+.30)</u>
Custodial Aide	\$ 11.30	\$ 11.60	\$ 11.90
Part Time Custodian	12.19	12.49	12.79
Full Time Custodian	13.85	14.15	14.45
Grounds Keeper	14.21	14.51	14.81
Head Custodian	14.21	14.51	14.81
Maintenance Person	14.35	14.65	14.95

Employed after July 1, 1995

	<u>7/1/05 (+.45)</u>	<u>1/1/06 (+.15)</u>	<u>7/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>
Custodial Aide	\$10.81	\$10.96	\$11.41	\$11.60	\$11.90	-
Part Time Custodian	\$11.75	\$11.90	\$12.35	\$12.50	\$12.79	-
Full Time Custodian	\$12.42	\$12.57	\$13.02	\$13.17	\$13.62	\$13.77
Full Time Maintenance Aide	\$12.94	\$13.09	\$13.54	\$13.69	\$14.14	\$14.29

B. Temporary Employees

After a substitute works in the same position for thirty (30) calendar days or more, he/she shall be paid wages at the 1st year level and the Union and administration shall meet to determine benefits and working conditions.

In the event a temporary absence extends beyond thirty (30) days, the Employer and Union agree to meet and confer, upon the request of either party, as to whether or not the positions should be posted and filled on a temporary basis from within the Union membership. The primary consideration in such instances shall be the continuity of the work flow and degree of work adjustment necessary as related to the expected length of the absence.

Substituting

In the event regular custodial employees are requested by the Employer to substitute for an absent employee, the employee shall be compensated at his/her regular rate of pay for the additional hours worked. However, should a regular employee be offered the opportunity to substitute and voluntarily accept such opportunity, the employee shall be compensated at the regular substitute rate for the additional hours.

ARTICLE XV – VANDALISM

- A. The Employer agrees to pay for the vandalism on school property of an employee's automobile to a maximum of \$100.00 per incident of uninsured repair costs if approved by the Superintendent or his Agent.

ARTICLE XVI – LUNCH/DINNER PERIODS

- A. The normal meal time allowance for an eight (8) hour shift shall be thirty (30) minutes. The Administration shall have the option of establishing a "duty free" time period or an "on-call" time period. Such arrangements shall be on a regular, rather than a day-to-day basis. Custodians who are on an "on-call" lunch or dinner break shall receive their regular rate of pay for that time period.
- B. Employees who work three (3) or more consecutive hours shall be allowed a paid fifteen (15) minute break therein.

ARTICLE XVII – STRIKES

- A. Strikes as defined in the Hutchinson Act, No. 336 of the Public Acts of 1947, are illegal and any custodial employee violating this act thereby abandons his employment. As used in the act, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment. In the event that legislation is adopted permitting

legal strikes by school employees, this Article becomes null and void.

- B. Strikes may include various forms of concerted activity such as slowdowns, boycotts, picketing, continuing Union meetings, and "concerted mass sickness."
- C. The Employer may discipline or discharge an employee or an employee representative(s) condoning or participating in a strike in any way with immediate loss of all privileges and function.

ARTICLE XVIII – WORK SCHEDULES AND WORK LOADS

- A. If it becomes necessary to alter work schedules or days to cover special events in the schools, the building seniority list will be referred to with low seniority employees rescheduled first unless voluntary reassignment is offered.
- B. The Superintendent or his Agent will be responsible for establishing written work schedules and written work loads for each custodian position.
- D. In the event a regular custodian will be absent from his position for an extended period of time, the Superintendent or his Agent will consult with appropriate Union representatives to establish the extent to which work loads can be reassigned and temporary replacements need to be hired. When the Employer makes a temporary assignment for the purpose of filling vacancies of employees who are on vacation or on sick leave, the employee will receive the rate of pay of the classification they are assigned to after a period of two weeks. \
- E. The Employer will meet with Union employees to identify and pre-plan any alteration of work schedules to provide advance notice to the affected employee(s). The Employer may establish incentives to address the inconvenience of work schedule changes.

ARTICLE XIX

This Agreement shall become effective on the first day of July 2005 and shall continue in full force and effect until June 30, 2008.

MANISTEE AREA PUBLIC SCHOOLS

TEAMSTERS LOCAL 214

Darin Forbes

ED Hummel

Mike Sadiaro - Bus. Council

A.E. Carmier / Agent

Dated: 2-22-06

Dated: 3-03-06

LETTER OF AGREEMENT
between the
MANISTEE AREA PUBLIC SCHOOLS
and
TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214

Regarding Health Insurance

WHEREAS Manistee Area Public Schools and Teamsters Local Union 214 are parties to a Collective Bargaining Agreement expiring on June 30, 2008, and

WHEREAS both parties desire to modify the terms and conditions set forth in Article XII – Insurance, paragraphs A and B therein, and Article VIII – Leaves, paragraph E therein, 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;

THEREFORE BE IT AGREED:

That on September 1, 2006, the Employer will implement and fund a(n) HRA consistent with the attached informational outline, and

That on January 1, 2007, the Employer will implement and fund a(n) HSA consistent with the attached informational outline, and

That said informational outline shall be addended to this LOA as the integral guideline hereto, and

Further agreement between the parties addresses employee co-pay towards their health care as follows:

Single Subscriber	\$30.00 per month
Two-Person Subscriber	\$60.00 per month
Family Subscriber	\$90.00 per month

And further that said co-payments shall be deducted from employee payroll on a pre-tax basis. Said co-payments shall be effective and due from ~~July~~ 2006, and continue monthly thereafter, and

Sept.



Further agreement between the parties addresses part-time custodians and custodial aides by inserting, in Article XII, paragraph B, the wording “part-time custodians and custodial aides” in place of “custodians” in the first sentence therein. Eligibility for these part-time employees to participate in a(n) HRA or a(n) HSA program shall be governed by the insurance carrier, and

Further agreement between the parties addresses Article VIII – Leaves, paragraph E therein, by changing “two (2)” to “one (1)” in the first sentence, thus reducing the Business Leave with Pay to one (1) day annually, and

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

January 25, 2007
Custodial Aides

Custodial Aides hired after 12-18-02 receive no benefits, despite hours worked, but not limited to insurance and holiday pay, or paid vacation, as outlined in the agreement between Teamsters 214.

The wage for this position will be \$11.60 for the 06/07 school year. The wage for the 07/08 school year will be \$11.90

This is a school term position only unless agreed upon by the superintendent of schools.

Handwritten:
J. Hunter
1-25-07