

**MASTER AGREEMENT**

**between**

**HOLLY AREA SCHOOLS BOARD OF EDUCATION**

**and**

**The American Federation of State, County  
and Municipal Employees Union, Council 25  
and its Affiliated local Union 202**

**2007 - 08**

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Effective: July 1, 2007  
Expires: June 30, 2008



Excellence in Action!

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## **MASTER AGREEMENT**

This Agreement is entered into this 13<sup>th</sup> day of August, 2007 between the Holly Area Schools, hereinafter referred to as the employer, and the Holly Area Schools Employee Chapter of the Local Union 202, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union.

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

### **PURPOSE AND INTENT**

The purpose and intent of this Agreement shall be to meet the statutory obligations under Public Act 379 as revised.

<b>ARTICLE 1 RECOGNITION</b>
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The employer hereby recognizes the union as exclusive bargaining representative as determined by the Michigan Employment Relations Commission.

The bargaining unit includes all custodians, maintenance, cafeteria and transportation employees, including bus drivers, bus attendants, mechanic, assistant mechanics, mechanic III, but excluding noon lunch and playground aides, crossing guards, cafeteria supervisor, transportation supervisor, secretaries and clerks, substitute bus drivers, other substitutes and other supervisors.

<b>ARTICLE 2 UNION SECURITY</b>
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To the extent that the laws of the State of Michigan permit, it is agreed that:

- 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 employment to continue membership in the union for the duration of this contract.
- B. Employees hired, except probationary, 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 for the duration of this Agreement, or pay a service charge equal to the monthly dues on or before the tenth (10<sup>th</sup>) day after completion of their probationary period. Employees who fail to comply with the requirements of this Article shall be discharged by the employer.

- C. The union will indemnify and hold harmless the District and assume and discharge the District's full and complete liability arising out of or in connection with any and all litigation or proceedings brought against the District by any employee, group of employees, or any other person.
- D. The employer agrees to make payroll deductions for the union members, persons paying service fee, when the employee has signed and delivered to the Board of Education office a payroll deduction authorization form. Any authorization form which is incomplete or inaccurate will be returned to the local union by the employer. No deductions will be made until a valid authorization card is received at the Board of Education office. Employees on dues deductions may have this canceled at any time and pay dues directly to the union. Deductions shall be made only in accordance with the provisions of the authorization for dues deductions and with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees or membership dues not in accordance with this provision.

Authorization cards will be in force for a period of one year or the period of the labor agreement, whichever is less. Authorization cards will be automatically renewable for the same period unless the employee requests checkoff to be stopped. Said request must be made in writing to the union and employer during a period of fifteen days immediately preceding the anniversary date or the expiration date of the contract.

- E. Payroll deductions shall be made once each month.
- F. Refunds. Cases where a deduction is made that duplicates a payment that an employee already has made to the union, or where a deduction is not in conformity with the provisions of the union constitution and by-laws, refunds to the employee will be made by the local union.
- G. Remittance of dues to the financial officer. Deductions for each calendar month period shall be remitted to the designated financial officer of the local union as soon as possible after the tenth day of the following month in which the deduction is made. Local management shall furnish the designated financial officer of the union a list of those for whom the union has submitted signed authorization dues deduction forms, but for whom no deductions have been made.
- H. Termination of dues deductions. Any employee whose seniority is broken by death, quit, discharge, retirement or layoff, or by receiving permanent total disability payments under a group life insurance held by the employer, or who is transferred to work outside of the bargaining unit, shall cease to be subject to dues deductions, beginning with the month immediately following the

month in which the death, quit, discharge, layoff, retirement, receipt of insurance benefits or transfer took place. The local union shall be notified by the employer of the names of such employees following the end of the month in which the event took place.

- I. Disputes concerning dues deductions. If a dispute arises as to whether or not an employee has properly executed or properly revoked an authorization for dues deductions, it shall be reviewed by a representative of the employer and a representative of the local union, and a decision made as to whether it has been properly executed. Until the matter is disposed of, no further deductions shall be made.
- J. Limit of Employer's liability. The employer shall not be liable to the international union or its locals by reason of requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made for wages or salaries earned by employees.
- K. Disputes concerning membership. Any disputes arising as to an employee's membership in the union shall be reviewed by a representative of the employer and a representative of the local union.
- L. The employer will furnish the union a monthly list of all charges of members for whom payroll deductions have been made. The union shall furnish the employer with a list of employees paying dues direct.
- M. The employer agrees to deduct from the wages of any employee who is a member of the union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

<b>ARTICLE 3 STRIKE PROHIBITION</b>
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The union, recognizing that State statutes prohibit strikes for public employees, hereby agree that they will not engage in, or encourage, strike action of any type during the life of this Agreement.

**ARTICLE 4  
UNION STEWARDS**

- A. Each of the four divisions in the bargaining unit, specifically, transportation, cafeteria, custodial, and maintenance, shall be represented by one steward or his/her alternate. Stewards or their alternates shall be regular employees of the Holly Area Schools.
- B. The union shall notify the employer in writing of the designated stewards and alternate stewards and the division they represent at the beginning of the school year or when an office change takes place.
- C. Stewards may present grievances to the employer under the conditions of the grievance procedures as set forth elsewhere in the contract. The steward's immediate supervisor may grant permission for stewards to leave their work for the purpose of presenting grievances to the employer, or to discuss a grievance with an employee within the bargaining unit. It is understood that stewards will perform their regularly assigned work at all times and that the employer shall not withhold permission to leave a job when the need is justified. If, in the opinion of either party, it is felt that there is abuse under this section (C), a special conference may be requested.
- D. When a Chapter chairperson and/or steward's presence is required by the district during his/her regularly scheduled hours, he/she will not suffer a loss of wages.

**ARTICLE 5  
SENIORITY**

Section 1

- A. New employees hired into the division shall be considered as probationary employees for the first sixty (60) actual work days of their employment. When the probationary employee has successfully completed the probationary period their name will be entered on the seniority list of the division as of the most recent date of hire as a probationary employee, his/her seniority will begin at this time. There will be no seniority among probationary employees. Probationary employees will become eligible for benefits after completion of their probationary period.

The employer will subtract up to 30 days of the required sixty (60) day probationary period provided these days are consecutively worked as a substitute immediately prior to the appointment as a regular employee in the same category as the employee served as a substitute. In the event these

days are subtracted, the employer will not be responsible for back pay at regular rate for these unearned days or paid holidays.

- B. The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement; except that the employer will have the right to discharge or take disciplinary action other than for union activities involving a probationary employee without a grievance filed or processed.
- C. Seniority shall be on a division basis in accordance with the employees' most recent date of hire.
- D. When more than one employee is hired on the same day, seniority will be determined by alphabetical sequence, unless two or more with district seniority are hired on the same day, in which case the employee with the most district seniority shall have the most seniority.
- E. Any probationary employee may be terminated at the sole discretion of the employer during the probationary period without recourse to the grievance procedure.

## Section 2

- A. Seniority lists will be furnished to the Chapter Chair upon request. It is expected that these requests will be on or about October 1 of each contractual year. Up-to-date lists will be furnished once each month to the Chapter Chair upon request. The Chapter Chair may request up to five (5) copies. The employer will furnish the union a list of probationary employees upon request.
- B. The seniority list on the date of this agreement will show the names and job titles of all employees of the union entitled to seniority.
- C. The Union shall be responsible for verifying the accuracy of the seniority list by October 31<sup>st</sup> each year. Thereafter the list shall be considered final and conclusive.

## Section 3. Loss of Seniority

A non-probationary employee shall lose seniority for the following reasons:

- a) Voluntary quit;
- b) Discharge which is not reversed through the grievance procedure;
- c) Absent for three (3) consecutive working days without notifying the employer; the employer may, however, make exceptions to this rule;
- d) Failure to return when recalled from a layoff;
- e) Retirement.



In instances where the employee has been absent three (3) consecutive work days without notifying the employer, the employer shall send written notification to the employee at their last known address that the employee has lost their seniority rights. The employee may appeal such determination through the grievance procedure.

#### Section 4. Seniority Retention

A bargaining unit member who transfers out of the bargaining unit, will retain accumulated seniority for a period of one year if transferred back into the bargaining unit. Persons who continue to work within the bargaining unit that work outside of the unit on a part-time basis will continue to accumulate seniority. When returning to the bargaining unit, an employee may qualify for the positions within the division at the level their seniority allows.

The employer, may, however, make exceptions to this rule.

#### Section 5. Seniority of Stewards

- A. Notwithstanding their position on the seniority list, stewards, in the event of layoff of any type, shall be continued at work as long as there is a job in their classification which they can perform, and shall be recalled to work in the event of layoff on the first job open in their unit which they can perform.

However, stewards under this clause shall not request a move to a higher classification under this article.

- B. Notwithstanding their position on the seniority list, the Chair and Chief Steward of the Chapter shall, in the event of a layoff, be continued at work at all times when one or more divisions or fractions thereof are at work, provided they can perform any of the work available.

However, Chair and Chief Stewards under this clause shall not request a move to a higher classification under this section.

<b>ARTICLE 6 MANAGEMENT RIGHTS</b>
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The employer, being the Board of Education of the Holly Area Schools, being a legally constituted body, and governed by the rules and regulations of boards of education in the State of Michigan, on its own behalf of the electors of said school district, thereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon, invested in it, by the laws and constitution of the State of Michigan, and of the United States. This will include, but not be limited to, the following:

The determination and administration of policy.

The operation of the school.

The management and control of school properties and facilities.

The selection, direction, transfer, promotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific terms of this agreement, but shall not be in conflict with this agreement.

<b>ARTICLE 7</b> <b>DISCIPLINE, SUSPENSION AND DISCHARGE OF EMPLOYEES</b>
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- A. Discipline will be discussed with the employee who may have a union representative present.
- B. Suspension - the union (Chapter Chair) and the employee will be given written notice of suspension. This written notice of suspension shall state the reason for same.
- C. Should the discharged, suspended, or disciplined employee consider the action to be improper, a grievance shall be presented in writing through the steward to the supervisor within five (5) regularly scheduled working days after receiving the notification. If the decision is not satisfactory to the union, the matter shall be referred to Step 3 of the grievance procedure.
- D. Use of past records. In imposing any discipline on a current charge, the employer will not take into account any prior infractions of a minor nature which occurred more than three (3) years previously.

When an employee is disciplined, the employer shall state the reason in writing and review the corrective actions that must be taken in a private conference. The employer will strive to ensure that discipline is administered in a timely manner.

Employees who have been required by the employer to file a second application for employment will not be disciplined because of inadvertent errors or mistakes on this application.

Written statements of this nature shall become a part of the employee's personnel file, with a copy to the employee.

- E. The parties agree to the following provisions as to the use of sick leave:
1. The parties recognize that excessive use or abuse of sick leave is disruptive to the operation of the school district and imposes an unnecessary burden on other employees. Regular and reliable attendance of employees is in the best interest of all and an essential job duty.
  2. Employees who abuse sick leave or who have a pattern of absenteeism may be subject to discipline as follows:
    - a. 1<sup>st</sup> Step Oral warning and counseling by the supervisor - documented in the personnel file
    - b. 2<sup>nd</sup> Step Written reprimand
    - c. 3<sup>rd</sup> Step Suspension without pay (3 days)
    - d. 4<sup>th</sup> Step Discharge
  3. These provisions are not intended to apply to employees with legitimate medical conditions who do not have a pattern of absenteeism or abuse.
  4. The employer also has the authority to request a physician's statement or to request an employee to submit to a physical or mental examination by a Board selected physician when the employer believes that the employee has abused sick leave.

<b>ARTICLE 8 LAYOFF AND RECALL</b>
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- A. The word "layoff" means the reduction in the working force due to a decrease in work, reduction in operating funds, decrease in student enrollment or reduction in hours.

The word "recall" means increasing the working force after a layoff.

- B. Layoff Procedure

Layoff will be on a division basis and within the division according to classification. The probationary employees within the division and specific classification will be laid off first. Following probationary and all non-seniority employee layoff, the next to be laid off will be the person with the lowest seniority. The person within the division and classification who has the most

seniority will be the last to be laid off, providing he/she is qualified of performing the work.

If the layoff is for more than two years, the employer is not required to recall this employee.

Any seniority employee affected by a layoff shall be able, by virtue of his/her seniority, to move into any equal or lower classification in the same division where his/her seniority will allow.

Probationary employees who are laid off and later recalled will receive credit for the days worked, providing the layoff period is not longer than the days worked.

C. Permanent Layoff

Seven (7) calendar days' notice will be given by the employer. The Chapter Chair will receive a list of employees being laid off.

D. Recall Procedure

When a working force is increased after layoff, employees will be recalled according to division and classification needs by seniority (if qualified to perform the work available). The employer will recall by sending a certified or registered letter to the employee's last known address. The employee must report his/her intention to return to work in writing within 24 hours after receipt of the employer's recall notice and must be available to report to work within 5 days after receipt of the recall notice. Failure to answer the employer's recall notice within 24 hours, or if he/she fails to report within 5 days after filing his/her intent, he/she shall be considered a voluntary resignation.

E. Bumping Caused By Layoff

When union members are affected by layoff, union members will be permitted to bump horizontally in their pay scale within their division, or vertically to a lower pay scale where their seniority will allow, but will not be permitted to bump into a higher pay scale. For purposes of bumping caused by layoff only, Class II, Class III, and Class IV custodians shall be treated as the same classification.

F. Voluntary Layoff

During a layoff period, requests for voluntary layoffs will be considered and, if they are granted, the employee understands they must return back to work when called back or they will terminate their employment with the district. Normally, voluntary layoffs shall be limited in duration to six (6) months.

<b>ARTICLE 9 GRIEVANCE PROCEDURE</b>
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Grievance definition - A grievance shall mean a claimed violation of a specific article or subsection of this contract, involving its interpretation or application. If at least one specific article or subsection is not listed in the written grievance, the grievance shall be invalid and no action will be required by the employer.

Grievances not initiated within 15 workdays after the occurrence or first knowledge, or if a grievance is not carried to the next step within five work days after the answer is given to the previous step, the grievance shall be considered dropped and no further recourse shall be allowed

Step 1.

Step 1 of the grievance procedure shall be an informal meeting between the supervisor and the person with the alleged grievance and the union steward, if requested by the employee. This first step of the grievance procedure shall take place within 15 workdays of the occurrence or first knowledge of the incident leading to the grievance. The supervisor shall have 10 work days to respond if not able to resolve the issue during the informal meeting.

Step 2.

The grievance, if not resolved at Step 1, will be submitted to the immediate supervisor in writing, who will have five work days in which to answer the grievance. Copies of the supervisor's answer to the grievance will be placed in writing and a copy sent to the employee with the alleged grievance and the union division steward.

Step 3.

If the grievance is not resolved to the satisfaction of the union or employee, a copy of the written grievance shall be sent to the superintendent or his/her designee within five (5) working days of the answer at Step 2.

3A. The superintendent of schools shall hold a meeting of the persons concerned with the grievance, the union, the building principal, and himself/herself, to study the problem. The superintendent shall schedule the meeting within five (5) working days. The superintendent will then render his/her decision within five working days after this meeting. This decision shall be in writing, with copies to all parties concerned.

Step 4.

If answer is not satisfactory to the union or employee at step 3A within five (5) working days of the superintendent's response, a copy of the written recommendation shall be sent to the Board of Education through the superintendent of schools, who will place it on the board's agenda. The Board of Education shall have the option of having a committee meet to hear the grievance and make a recommendation to the full board. The Board of Education will render a decision within eight workdays after the next regularly scheduled Board of Education meeting. This decision shall be placed in writing and a copy mailed to the union chapter Chair.

The Board may choose to delete this step and proceed immediately to Step 5.

Step 5.

- A. In the event the grievance is not settled in Step 4 either the School Board or the union shall have the right to appeal the dispute to Arbitration by giving the other party a written notice of intent and filing a demand for arbitration with the American Arbitration Association within thirty (30) calendar days from receipt of the answer in Step 4.
- B. The arbitrator shall be empowered except as listed below to investigate and make a decision in cases of alleged violation of specific articles and sections of this Agreement.
1. If the Board contests the arbitrability of a grievance, the arbitrator must first rule on this point prior to hearing the grievance.
  2. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  3. He shall have no power to change salary scales or change any salary.
  4. If there has been no monetary loss, the arbitrator cannot award monetary damages.
  5. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties unless by mutual consent.
  6. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree the judgment thereon may be entered in any court of competent jurisdiction.

7. The fees and expenses of the arbitrator shall be shared equally by the school district and the union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. The arbitrator must deal only with the grievance that is being presented.
9. No award shall be made retroactive prior to the time when the grievance was filed.
10. The arbitrator will not render any decision which would require or permit an action in violation of the Michigan School Law.
11. The arbitrator shall have no power to change any practice, policy or rule of the school district nor to substitute his/her judgment for that of the school district.

His/her powers shall be limited to deciding whether the school district has violated the express articles or sections of this agreement, and shall not imply obligations and conditions binding upon the school district from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the school district.

He/she shall have no power to decide any questions which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

12. The arbitrator shall have no power to hear any grievance within the remedial authority specified by state and federal law, regarding the content of an evaluation or decision to layoff.

#### Step 6.

If the employer has a grievance to file, it shall be filed with the Chapter of the local union. The Chapter Chair will have five work days in which to answer the grievance. If it is unresolved in this written answer, it will revert to the above step.

#### Items relating to grievances.

Grievances may be dropped at any time or any step of the grievance procedure by the person or persons who are allegedly aggrieved. Grievances not processed to the next step within the time limit shall be considered withdrawn. Any time limits under this procedure may be extended

by mutual agreement between the employer and union or employee. Extensions of time shall not be unreasonably denied.

<b>ARTICLE 10 VACANCIES, TRANSFERS AND PROMOTIONS</b>
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Definitions:

Vacancies - an open position within the bargaining unit created by: retirement, resignation, termination, transfer or creation of a new position.

Transfer - a lateral change within a salary classification within a division where there is an opening and there is no additional compensation.

Promotion - an upward change in an open job classification within the bargaining unit which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay.

A. Vacancies

1. Posting for vacancies

- a. Whenever a vacancy in a position occurs, the employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) working days. Employees wishing to bid shall do so in writing within the posting period. The employer will notify the Union upon request on the status of filling vacant positions.
- b. When a vacancy occurs within the bargaining unit, the employer will post the position within ten (10) work days or will inform the union Chapter Chair of their intention.
- c. The employer will fill the position as quickly as a qualified candidate is available.
- d. The employee who meets the job requirements for the position will be given consideration. If all other factors are equal, the seniority employee will be awarded the position.



2. Notice of Leave Position

- a. When a medical leave is granted within the bargaining unit, the employer will provide notice of the leave position within five (5) work days or will inform the Union Chapter Chair of their intentions.
- b. The notice of leave position will be posted for five (5) work days. Employees wishing to bid shall do so in writing within the posting period.
- c. At the end of the leave notification time period, the employer will fill the position within two (2) days or will inform the Union Chapter Chair of their intentions.
- d. Transfers for leaves granted beyond six (6) months will not be deemed "a temporary transfer", unless the employee on leave requests an early return/extension in accordance with the thirty (30) day notification period.

B. Transfers

1. The employer shall not be prevented from making transfers within a division if necessary to fill a temporary vacancy caused by leaves of absence, vacations, resignations, discharges, etc. Temporary transfers shall be limited to thirty (30) calendar days, except for transfers to fill in for medical leaves. (See Article 11A).
2. If an employee is transferred to a position not in the bargaining unit, and is thereafter transferred back again by either the employer or by their own volition, he/she shall not lose the seniority accumulated prior to the transfer out of the unit.
3. It is recognized that upon occasion the transfer of an employee may be to the mutual benefit of the employer and the employee. The employer will transfer only for good cause and will make the reason for the transfer known to the union and employee. The union or the employee may request a meeting with the superintendent or designee within 10 calendar days of notification to request additional information or challenge the reasons. Affected employees shall not suffer a loss of hours, pay or benefits as a result of said transfer, unless the transfer was requested by the employee.
4. When an employee is required to work above his or her classification they will be paid the rate they would receive if they were promoted to that classification. A temporary assignment is interpreted to be less than one (1) week. If an employee temporarily works below their classification, he/she shall receive their regular classification pay.

C. Promotions

1. Promotions will be based upon ability to do the specific job and seniority. All other conditions being equal, a seniority employee shall be given preference. In the event the seniority applicant is denied the promotion, reasons for the denial shall be given in writing to the employee. If the seniority employee bidding is denied the promotion, he shall be allowed to file a grievance to prove their ability is equal to, or superior to, the successful bidder.
2. The person receiving the promotion shall have a twenty (20) work day trial period, during which the employee shall have the opportunity to revert back to their former classification by written request to the employer. If the employee is unsatisfactory in the position, he/she will be returned to his/her former position, and reasons shall be submitted to the employee in writing with a copy to the union. The matter then may become subject to the grievance procedure. Their salary shall revert to the classification from which he was promoted.
3. During the trial period, the employee will receive the rate of the job he/she is performing.
4. An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she has been promoted.
5. Employees promoted to a higher classification will not suffer a reduction in wages as a result of such promotion.

<b>ARTICLE 11 LEAVE OF ABSENCE</b>
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The Board of Education will administer the Federal Family and Medical Leave Act consistent with the guidelines.

Employees who voluntarily fail to return upon completion of FMLA leave may be required to reimburse the district the cost of the employer contribution for insurance premium contributions. Paid leave shall be counted toward FMLA.

An employer may grant an unpaid leave of absence without pay for a period not to exceed one (1) year for reasons stated below.

## A. Medical Leave

Medical (health) leave shall be granted by the employer, when certified by a qualified medical doctor, up to a maximum of one (1) year. A person on an approved medical leave may use his/her accumulated sick time for the duration of the leave until such time is exhausted. Health benefits shall continue for either the longer of four months or until the employee's sick time is exhausted.

An employee returning to work shall be accompanied by a statement from a medical doctor certifying that the employee is physically able to return to work at full capacity. Upon written request, such leave may be extended up to one year at the sole discretion of the employer. Denial of a request for an extension shall not be grievable.

In no case shall the employer be required to re-employ any employee who is physically or mentally incapable of performing the duties of his/her position. However, personnel with limited physical capacities shall be employed in a lesser position, if such position is available.

A driver on an approved medical leave may participate in the bidding of runs. If the driver on approved medical leave does not participate in the bidding of runs, the run shall be considered open and up for bid. Such driver returning from medical leave shall replace the least senior driver who shall return to a substitute position.

## B. Jury Duty

Any employee who is summoned for jury duty examination and investigation must notify the school business office within 72 hours of receipt of such notice. If an employee who has completed his/her probationary period is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his/her normal week's pay.

The employee must provide the employer a statement from the court indicating the days that he had worked. Employees must report to work on days his/her presence is not required, or if he can still work a portion of his/her shift after he is dismissed.

## C. Personal Leave of Absence

An employee granted an unpaid leave of up to thirty (30) work days shall have their position filled by a substitute or under temporary transfers in Article 10, and accumulate seniority during their absence.

An employee granted an unpaid leave of absence of thirty-one (31) work days or more may have their position filled under vacancies in Article 10. Seniority will not accumulate during their absence. Thirty days prior to the end of such leave, the employee shall give written notice to the employer of their intention

to either return or resign. If the employee fails to provide timely notice of return, the employee shall be considered to have voluntarily resigned.

An employee who is granted an unpaid leave of less than six months will be able to return to their position. An employee who is granted an unpaid leave beyond six months will return to the first open position for which they qualify within the same classification, unless the employee on leave requests an early return in accordance with the thirty (30) day notification period.

Number of leave days	Position returning to	Seniority
30 or less	Same	accumulates
31 days - 6 months	Same	freeze
Over 6 months	1 <sup>st</sup> open position within same classification	freeze

If the Employer makes special exceptions for the employee on leave, this should reflect on the person filling the position.

D. Child Care Leave

Non-probationary employees may be granted up to one year for childcare of a newborn or seriously ill minor child, subject to paragraph C above. A person on a child care leave shall accumulate seniority during the leave up to one year.

E. Military Leave

If an employee is on military leave, the employer will follow statutory obligations in reference to military leave.

F. Union Leave

The employer shall grant a leave of absence without pay to a non-probationary employee who is elected or appointed a full-time union office. Such requests must be in writing and shall not exceed a period of two (2) years. Upon written request the employer shall grant additional two (2) year extensions of such leave. The employee on leave shall not lose seniority nor accumulate seniority during his/her absence.

Leave for elected delegates will be granted for a maximum of five (5) days, without pay, upon two (2) weeks' notice, for the purpose of attending union conventions.

- G. Other leaves for other purposes are generally not authorized and will only be approved by the superintendent or his designee and not subject to the grievance procedure.

**ARTICLE 12  
UNION BULLETIN BOARDS**

The employer will provide a bulletin board in each area which may be used by the union for posting notices of the following types: (1) notices of recreational and social events, (2) notices of elections, (3) notice of result of elections, (4) notice of meetings. The bulletin boards shall not be used by the union for disseminating propaganda, and, among other things, shall not be used by the union for posting or distributing pamphlets of political matters. The union shall have the exclusive right to use of these bulletin boards.

**ARTICLE 13  
RETIREMENT**

All public school employees are members of the Michigan Public School Employees Retirement System and are eligible for retirement benefits after the guidelines of the Act are met. For further information regarding retirement benefits, see Article 23, Section J.

**ARTICLE 14  
WORKERS' COMPENSATION**

A. Any employee who is eligible for benefits under the Michigan Workers' Compensation Act as a result of injury incurred in the performance of his or her job shall receive pay as follows:

1. During the first seven (7) days the school shall pay the employee his or her basic rate, provided that this period of time is not paid under workers' compensation.
2. In addition to the workers' compensation benefits, the employer will permit the employee to make up the difference between these benefits and the weekly basic pay by using accumulated sick days until they are used, or a maximum of one year, whichever occurs first. Accumulated sick days will be considered as days paid at the basic daily rate at the time of injury. Once the leave days are used the employees will receive only those benefits as provided by the insurance carrier. Example:

If an employee's hourly rate is \$5.00 per hour and works 40 regular hours per week, his/her daily rate would be \$40.00. If the employee has an unused accumulation of ten (10) sick days, a bank of four hundred (\$400.00) could be used to make up the difference in pay. After the four hundred dollars was used, the pay would revert to only the amount received under the Michigan Workers' Compensation

Program. If Workers' Compensation paid thirty-two dollars per day, eight dollars per day would be paid from the available sick bank.

3. To ensure eligibility for workers' compensation employees must report injury to the immediate supervisor or designee as soon as possible.
- B. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and, if he or she is required to report back during working hours to the doctor, he or she will be paid for the lost time.
- C. The union will conform to State Workers' Compensation laws as may be revised by state statute during the term of this Agreement.

<b>ARTICLE 15 RATES FOR NEW JOBS</b>
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When a new job is established not within an existing category, the employer shall establish an initial rate structure for such a position. If the union disagrees with such rate structure following written notification of the employer, the union may request bargaining as it relates to such a position within fourteen (14) calendar days of notification of the new position.

<b>ARTICLE 16 LABOR MANAGEMENT COMMITTEE</b>
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Labor/Management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and verbalize problems of mutual concern to both parties.

An agenda will be submitted for such meetings at least seven days in advance of the scheduled meeting unless otherwise mutually agreed. Appropriate subjects for the agenda are:

- A. Administration of collective bargaining agreement.
- B. General information of interest to the parties.
- C. Expression of the employee's views or suggestions on subjects of interest to the parties.
- D. Recommendations on health and safety issues.
- E. The participation of union representatives on district committees where union input would be beneficial to the parties.

- F. Each party will be limited to four representatives at each meeting, unless otherwise mutually agreed upon.

<b>ARTICLE 17 MISCELLANEOUS</b>
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- A. All supplemental agreements shall be subject to ratification by employer and the local union. Ratification by both parties is mandatory.
- B. This agreement is subject to all respects to the laws of the State of Michigan, and in the event that any provisions of this agreement shall at any time be held to be contrary to law by court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. In this event the parties shall meet in an effort to negotiate the voided provision. However, all the other provisions of this agreement shall continue in effect.
- C. Special conferences of important matters of mutual interest to the employer and the union may be arranged between the local president and his/her designated representative. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up in special conference shall be confined to those included in the agenda.
- D. This agreement will supersede any rules, regulations or practices which shall be contrary to or inconsistent with this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the employer.
- E. This agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified in any way except through the voluntary, mutual consent of both parties in a written and signed amendment to this agreement.
- F. The parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to 1976 P.A. 453, Section 209. The parties shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976 P.A. 220, and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, which states that no employee or client or otherwise qualified disabled individual shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving Federal financial assistance. Sexual or racial harassment is also prohibited as part of the Labor Agreement

and failure to comply with such requirements may give rise to disciplinary action up to and including discharge.

- G. All current Holly Area School employees covered by this Agreement are required by law to be fingerprinted by July 1, 2008. For all current members of the bargaining unit, the cost of such will be borne by both the employee and the Holly School Board. The District shall arrange for all current employees to be fingerprinted on either August 27, 2007 or August 28, 2007. In the event that a member is unable to complete the digital fingerprinting on the above date, the District shall set another date and time. The District cost shall be thirty-five (\$35.00) dollars. The employee's cost shall be limited to a total of twenty-seven (\$27.00) dollars. Employees may opt to utilize eighteen (18) payroll deduction payments.

<b>ARTICLE 18 SAFETY</b>
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The employee shall report to his/her immediate supervisor, upon knowledge, any suspected or evident dangerous condition, equipment, or situation where there is a question as to whether the equipment or condition is unsafe. The Chapter Chair and/or employee and the supervisor of the unit shall review the equipment, situation or condition in a meaningful attempt to rectify the alleged unsafe condition, equipment or situation.

If there is a disagreement concerning the unsafe equipment or condition, the employee will not use the equipment or perform duties under the condition unless so directed by his/her immediate supervisor.

<b>ARTICLE 19 JOB DESCRIPTION</b>
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The employer will furnish the union with job descriptions within 30 days after ratification. In the future when the employer changes a job description the union will receive adequate advance notice, not less than two weeks.



**ARTICLE 20  
HEALTH ARTICLE**

If a medical examination is required by the employer, it will be performed by the employee's own doctor. The employer will reimburse the employee upon delivery of an invoice, up to a forty-five (\$45) dollar limit. If the employer requests a second opinion, the employer will send the employee to a doctor appointed by the administration and the district will be responsible for the total cost. If either party requests a third opinion, the doctor will be mutually agreed upon by both parties, and the cost will be equally shared.

**ARTICLE 21  
ACT OF GOD DAYS**

The Superintendent or his/her designated representative shall make final determination with respect to school closing.

Twelve (12) month employees will be expected to report to work, if the employee is unable to report to work, he/she may use a vacation day. If the employee has no such days they will not be paid for that day.

Ten month employees shall receive their regular rate of pay for the first 30 hours of student instruction that are canceled because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions provided that such days need not be rescheduled in order for the District to receive full state aid and to fully comply with the minimum number of days/hours prescribed by Michigan law.

On scheduled days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions beyond the 30 hours mentioned above school year employees shall be excused from reporting and will not be paid for such days/hours. For such days which must be rescheduled to ensure that there are a minimum number of days/hours prescribed by Michigan law and for the District to receive full state aid, which are established by the District, employees will be paid at their regular hourly rate for those days.

**ARTICLE 22  
VACATIONS**

A. Eligibility

1. For Twelve Month Employees

The following people are eligible for vacations provided they work a

regular 40 hour week, twelve months of a year.

- a. Custodians
- b. Mechanics
- c. Maintenance, grounds and warehouse

B. Vacation Allowance for twelve (12) month Employees

1. Twelve (12) days after one year's employment. Prorated for less than one full year.
2. Seventeen (17) days after five years of employment.
3. Eighteen (18) days after seven years of employment.
4. Nineteen (19) days after nine years of employment.

C. Vacation Allowance for ten (10) month Employees

Ten (10) month employees shall be awarded two (2) days per year.

D. Computation Calendar

1. Vacations are computed based on a July 1<sup>st</sup> to June 30<sup>th</sup> base period.
2. Vacations are awarded the first payroll in July, based upon days worked for the prior year. Vacation days will be updated on this paycheck.

E. When vacation may be taken.

1. All vacations must have prior approval before vacations are taken.
2. Ten (10) days of vacation shall be taken during the days when school is not in session. If an employee is eligible for more than ten (10) days, they shall be taken during the school year at a time mutually agreeable with the building principal or supervisor. If an employee is eligible for more than 17 vacation days, they shall be taken on a day when a substitute is not required.
3. Twelve month employees are required to use their vacation days and must use them within one year after the July 1<sup>st</sup> date. Such employees may carry over up to three (3) vacation days to be used by September 1. Earned vacation will not accumulate from year to year.
4. Ten month employees may take vacation days during the school year at a time mutually agreeable with the supervisor.
5. Upon retirement an employee may choose to use his/her earned vacation at the end of his employment.

F. Vacation Pay

1. Vacation pay is based upon the regular hours worked.

2. Pay is made during the regular pay period as though the employee is working during his/her vacation.
3. For ten (10) month employees, vacation days not taken shall be paid out to the employee at the end of the school year.

<b>ARTICLE 23 BENEFITS</b>
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A. Insurance

1. Life Insurance  
12 month employees \$15,000 with AD & D  
10 month employees \$10,000 with AD & D
2. Health

It is understood that any member of the bargaining unit covered by, or eligible for any other group health and hospitalization, dental, or optical policy equal to or better than Holly Schools is not eligible for the coverages below. However, if the alternative group coverage through a spouse exceeds an additional \$25.00 per month cost to the employee or his/her family, the employee may obtain insurance through Holly Area Schools for which he/she is otherwise eligible.

The Board of Education shall provide up to full family coverage for all twelve (12) month employees working 40 hours per week and ten (10) month employees working at least 25 hours per week, except bus attendants. This will grandfather in all employees in this bargaining unit as of October 31, 1998. Coverages will be written to specifications of MESSA Choices II Plan, with a \$10/\$20 Rx plan in effect as of October 1, 2007.

Ten (10) month employees beginning their probationary period after November 1, 1998 and who work at least 25 hours per week will receive single subscriber only health coverage as defined above and can purchase up to full family coverage, as allowable by insurance carrier. Ten (10) month employees beginning their probationary period after July 1, 2004, and who are scheduled to work at least 30 hours per week will be eligible for up to full family health coverage as defined above.

Twelve (12) month employees completing their probationary period working 40 hours per week will receive up to full family health coverage as defined above.

### Health Insurance Eligibility Chart

Employee Status	Scheduled Hours	Date of Probation	Level of Coverage
12 month	40 hours/week	After 60 days	Up to full family
10 month	25 hours/week	Prior to Nov. 1, 1998	Up to full family
10 month	25 hours/week	After Nov. 1, 1998 and prior to July 1, 2004	Single coverage only, able to purchase up to full family
10 month	30 hours/week	After Nov. 1, 1998 and prior to July 1, 2004	Up to full family
10 month	30 hours/week	After July 1, 2004	Up to full family

Employees who are eligible for health insurance coverage as stated above shall not have health insurance coverage reduced or eliminated when the employee's hours are involuntarily reduced by the employer. At the start of a school year, following an involuntary reduction of hours, an employee has to meet the eligibility for health insurance according to the chart above. Such changes in health coverage shall take effect after run pick day for transportation employees and as of the first day of the school year for food service employees.

For food service, when a reduction of hours results in the loss of health insurance coverage (eligibility), and a position within the same classification exists which maintains health insurance eligibility, the most senior food service employee(s) shall have the right to transfer into said position to maintain health insurance coverage. Subsequently, the employee(s) affected by said transfer, shall be transferred into an available position. The subsequent transfer of the employee(s) shall not be subject to Article 10, B. (3).

If the employee voluntarily reduces his/her hours, then health insurance benefits are subject to reduction. This language shall not preclude a reduction in benefits which affects the bargaining unit and has been subject to negotiation by the parties.

By signing the application for insurance, the employee is certifying that he/she is eligible for insurance and is not covered or eligible for coverage under any other employer paid group health and hospitalization, dental or optical policy.

Any member with double insurance coverage on him/herself or any family member shall reimburse the Board for the cost of their entire insurance coverage for the length of the school year when discovered. If an employee fails to voluntarily reimburse the Board upon notification, payroll deduction, pursuant to MCLA 408.477, shall be instituted. The percentages of such payroll deductions shall be consistent with the procedure set forth under the garnishment statutes of the State of Michigan.

The Board of Education shall have the authority to award the contract for life, health, dental or optical insurance to the companies offering the

lowest cost to the district provided they are equal to or better than the current carrier.

The failure of an insurance company to provide any of the benefits for which it was contracted for shall not be subject to the grievance procedure. The Board shall not make premium contributions for insurance coverage which may result in a penalty to the district or which is prohibited by the State.

Cash Option: All employees who are scheduled to work at least 25 hours per week, but do not take health insurance will receive on an annual basis, \$800.00 cash option of \$400.00 on the 2<sup>nd</sup> pay in November and \$400.00 on the 1<sup>st</sup> pay in May.

3. Dental

For 40 hours per week mechanics, custodians and maintenance personnel who have completed their probationary period, district-funded dental insurance with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement, with provision for a passive PPO) will be provided.

4. Optical

For 40 hour per week mechanics, custodians and maintenance personnel who have completed their probationary period, district-funded vision insurance with a third party administrator (coverage remains the same as defined in the 1995-98 master agreement) will be provided.

5. Long Term Disability (LTD)

Twelve (12) month employees working 40 hours per week will be provided LTD equal to 60% of their salary up to a maximum of \$1,500 per month with a 180 work day waiting period.

6. Options

Upon presentation of appropriate written authorization the employer agrees to make payroll deductions limited to the Group Options Insurance Plan offered by MEBS.

B. Holidays

Employees shall be required to work the work days prior to and immediately following the holiday in order to receive holiday pay. Approved leave shall constitute a day worked. Sick days will be considered as approved leave providing that the illness is verified by a medical doctor.

1. Bus drivers, bus attendants, and cafeteria employees. Paid on a prorated basis of scheduled hours.

Labor Day	New Year's Eve Day
Thanksgiving	New Year's Day
Friday after Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

2. Mechanics, Custodians, Maintenance Workers

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Fourth of July
Monday after Easter*	

\*provided school is not scheduled in session

#### C. Sick Days

1. Bus drivers, bus attendants and cafeteria employees.

Eleven (11) sick days per year with an accumulation of unused days.

2. Mechanics, custodians and maintenance employees.

Twelve (12) sick days per year, credited at 1 day per month that is worked, with an accumulation of unused days.

#### D. Funeral Leave

All classifications will be granted up to five (5) days per death of a member of the immediate family. Specifically, father, mother, sister, brother, wife, husband, significant other, or children (son or daughter). These days are not deducted from sick leave days. Included are family members of a step relationship.

All classifications will be granted up to three (3) days per death of an extended family member, specifically grandfather, grandmother, grandchildren, nieces, nephews, aunts, uncles and in-laws of mother, father, sister, brother, daughter and son. Employees may be granted one day without pay to attend the funeral of any person not listed in this section.

E. Employer provided uniforms

1. Bus drivers and Bus Attendants

The employer will purchase one (1) jacket for drivers and attendants, which will be replaced on a wear and tear basis. The employee will maintain these jackets. A committee of union and management will select the jackets.

2. Mechanics

The employer will supply laundered uniforms for the mechanics.

3. Custodial and Maintenance

The employer will supply five (5) shirts annually. Maintenance employees will also receive five (5) pants annually. The employee will be required to maintain these uniforms and wear on a daily basis. A committee of union and management will select acceptable styles.

4. Cafeteria

The employer will supply five (5) shirts annually and two (2) aprons annually, although aprons may be replaced more frequently on a "wear and tear" basis. A committee of union and management will select acceptable styles.

F. Compensation

1. Overtime

Time and one-half is to be paid for all hours over eight (8) hours per day or forty (40) hours per week worked, with no pyramiding and for all work performed on Saturday and Sunday, unless that is part of the employee's regularly scheduled work week. Double time will be paid if the employee works on a contractual paid holiday.

Overtime hours are to be authorized by the immediate supervisor.

Custodial overtime hours are to be authorized by the immediate supervisor, and the head custodian will offer the opportunity for overtime on an equalized basis within each building. Head custodians for each building will record the overtime offered to custodians and shall be posted in each building.

If no custodians within a building are available, overtime shall be offered to custodians in other buildings who have signed up to be available for overtime. Sign up shall be done in September.

2. Minimum call in

- a. Custodial, maintenance, mechanics, and cafeteria employees who are called back to work after they have gone home will be guaranteed two (2) hours call in pay at time and one-half, or the agreed upon premium rate for holidays if worked.
- b. Drivers. Minimum call in shall be one (1) hour exclusive of shuttle runs and Act of God days.

If an extra trip scheduled for a non-school day is canceled without notice, the driver will receive three (3) hours pay at regular rate and not subject to overtime.

- c. Bus Attendants. Minimum call in shall be one (1) hour exclusive of Act of God days.

3. Steps on the salary scales (increments).

If the anniversary date of employment occurs six months or more prior to July 1<sup>st</sup>, the employee will receive a full increment according to his/her years of experience. If the employee's anniversary of employment is less than six months prior to July 1<sup>st</sup>, he/she will receive his/her increment the following year.

G. Special Conferences

Special conferences or meetings called by the employer will be paid at the employee's regular rate for all time spent in such meetings.

H. Hours and Shifts

1. Forty hour week - this is interpreted as five (5) eight hour days, generally Monday through Friday.
2. Shifts - The first shift is any shift that regularly starts on or after 5:00 a.m., but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon but before 6:00 p.m. The third shift is any shift that regularly starts after 6:00 p.m. but before 5:00 a.m.

I. Tool Allowances, Replacement

1. A tool allowance of \$200 will be provided to 12-month mechanics, grounds, and building maintenance employees, when proof of purchase is provided to the business office.
2. The employee will prepare in duplicate an inventory of his/her tools with their purchase price, or estimated purchase price, if no bill of sale is available.



- a. This inventory is to be given to the employee's supervisor who will keep one copy and sign and date the duplicate for the employee.
  - b. If the tools are stolen as a result of breaking and entering on school property, the employee is to report the theft to the police department and the employee is to submit a copy of this report to the employer. The employer will expedite the replacement of such stolen tools. In the event of a fire which destroys or badly damages the employee's tools, the employer will also replace them.
  - c. If the tools are stolen or destroyed and not on school property the employee will seek reimbursement from their own insurance carrier.
- J. Retirement. Persons who retire under the Michigan Public School employees Retirement Plan will be paid 25% of the daily rate or a minimum of \$20.00 per unused sick leave day up to a maximum of 180 days.
- K. Unemployment. In the event that an employee receives unemployment for any day or days during a recess period\* , he/she shall have an equal amount deducted from the first check(s) they receive when they return to work.

\* Including but not limited to the following: Thanksgiving, Christmas, Easter, Memorial Day, Fourth of July, Labor Day, winter break, spring recess and summer recess.

**ARTICLE 24  
DURATION OF AGREEMENT**

This contract shall be in effect as of July 1, 2007, and shall remain in force and effect until June 30, 2008.

Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification or a new contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their authorized representatives this day and year first mentioned above.

American Federation of State  
County & Municipal Employees  
Union, Council 25 & its Affiliated  
Local Union 202

Board of Education  
Holly Area Schools

Stephen Rose  
Jim Rose  
Earl Austin  
Mary Ann  
Elizabeth Ayers  
Tina J. Beer  
Dorothy Hamblau  
AFSCME Council 25

[Signature]  
Robert J. Carne

## APPENDIX A TRANSPORTATION

### 1. DEFINITIONS

#### A. Runs

Drivers paid -one run = one hour  
Kindergarten runs = one hour

#### B. Driving time for (overnight) field trips:

The clock hours or portion thereof that a bus driver is behind the wheel of the vehicle, actively engaged in control of the bus and for the duration of the actual event (i.e. parade, competition, track meet, etc.)

#### C. Combination Route: A combination route is defined as that route which combines both a general education run and a special education run on the same route requiring two (2) different buses.

#### D. Definition of warm-up (show-up time)

Responsibilities as designated by the transportation supervisor, twelve minutes prior to scheduled departure and three minutes after bus is parked a.m. and p.m. will be allowed. A total of 15 minutes will be recorded by the transportation supervisor for a.m. and p.m. warm up time. Kindergarten drivers will be allowed five minutes prior to scheduled departure and five minutes after bus is parked when they are required to use a different bus.

Fifteen (15) minutes a.m. and p.m. allowed for warm-up time.

For combination runs, the driver will be paid 25 minutes warm-up pay in the event there is less than 15 minutes between scheduled departure times for both runs. If there is 15 minutes or more between scheduled departure times, the driver shall be paid the normal warm-up time (15 minutes).

### 2. BUS DRIVERS

A. All drivers returning to work at the beginning of the school year will be temporarily assigned to the same run(s) that they were assigned for the prior year, provided that the run is still required by the employer.

B. You are required prior to the start of school to re-evaluate the routes and to physically drive it to make yourself aware of all stops and to see if any stops need to be adjusted. For this and preparing your run sheets you will be paid five (5) hours at regular rate.

C. Twenty five school attendance days from the beginning of the school year shall pass before bidding for runs will take place on the twenty sixth day. At this time bidding will take place on all employer authorized runs. This bidding will occur at a time and place announced by the transportation

supervisor or a designee.

- D. Drivers will be paid for this meeting provided that they are in attendance for the entire meeting. Persons on approved medical leave may bid for runs in writing, provided that the bid is received prior to the beginning of the meeting. The employer will be allowed five working days to implement the results of the bidding process. Kindergarten runs will be bid during the week prior to school opening and shall be rebid on the 26<sup>th</sup> school attendance day.
- E. For bus drivers on medical leave, refer to Article 11, Medical Leave.
- F. Drivers may bid for vacancies on a seniority basis but shall be limited to one move each year.
- G. Drivers shall not be required to double up on runs if substitute drivers are available.

### **3. Substitution for Kindergarten/Mid-Day Runs**

Kindergarten sub drivers will be allowed to pick based on a daily sign-up sheet. However, when a driver will be absent for more than one day, with prior notice, the same sub driver will be assigned to the run for the duration of the regular driver's absence.

Filling of kindergarten or mid-day runs will be awarded to the most senior driver who will not incur overtime. In the event overtime cannot be avoided, and supervision has gone through the list of kindergarten subs, excluding probationary or substitutes, they will go back to the top of the daily sign-up sheet and award runs based on seniority regardless of overtime.

Drivers who have a regularly scheduled kindergarten or mid-day run, but may occasionally be available to sub on mid-day runs, must notify supervision by the daily sign-up sheet.

### **4. Field Trips**

- A. Field trips shall be posted before each trip and shall be rotated on the basis of seniority starting at the top of the list. Normally, field trips will be assigned no less than twenty-four (24) hours in advance.
- B. The transportation supervisor or a designee will manage the extra runs in the following manner:
  - a. You must have completed your probationary period and be a regular driver to be eligible for extra runs.
  - b. Runs will be posted one week in advance on Tuesday of each week and chosen on Wednesday at 9:15 a.m. whenever

possible.

- c. You must be present to choose a run unless one of the following exceptions applies:
  - (1) you are driving a school owned vehicle
  - (2) you have a medical emergency in your immediate family
  - (3) you must attend a funeral
  - (4) you are at home, in which case you must call in and request a run (you will not be called)
  - (5) legal commitment beyond your control
  - (6) you are required to be at a management or union meeting
  
- d. Runs will be chosen on a seniority basis at the beginning of the school year, after which they will be chosen on a rotation basis.
  
- e. If you do not want a run, or if you are not present when runs are chosen, you will be bypassed.
  
- f. Spontaneous runs are runs that go out within 24 hours and are to be filled by the supervisor from a spontaneous seniority list. Spontaneous runs are considered as a bonus. In extenuating circumstances, approximately two (2) hours before the run, the spontaneous seniority list will not apply.
  
- g. When an extra run comes in after the runs are chosen on Wednesday or a driver forfeits the run prior to the 24 hour spontaneous timeline in f above, the run will be reposted the following Wednesday, if time permits and the field trip is scheduled to leave after 12:00 p.m. on run pick day. If time does not permit, the next person in line will be asked until the run is filled.  
  
Once the process begins it will continue through rotation and will not be considered a spontaneous run regardless of how long it takes to fill the run.
  
- h. The time and the date of a forfeited run must be put in writing at the time of the occurrence by the driver and turned into the office. The forfeit form shall be signed by the driver and supervisor.
  
- i. If you give up an extra run or a spontaneous run that you have

chosen you will be bypassed the next time your name is up for weekly run pick not including the run you gave up, except for the following reasons:

- (1) You become sick.
  - (2) You are required to be at a management or union meeting.
  - (3) You are on an approved leave.
  - (4) Management significantly alters the time for the extra trip.
- j. Overnight trips will be paid the regular driving rate for driving time.
- k. Drivers making after dark field trips or extended distant field trips (Example - Holland) may have a pre-approved responsible adult ride the bus provided they have registered with the transportation supervisor prior to leaving. In order for the pre-approved adult(s) to ride the bus they must have permission in writing from the transportation supervisor and present it to the driver prior to the start of the trip. The transportation supervisor will assign a specific responsibility to this person so they will qualify to be covered by insurance. If they do not qualify for insurance they cannot ride the bus. They will not be entitled to wages or benefits for their assignment.
- l. If any field trip is canceled by the Board and the driver cannot drive her regular run, she shall be paid the rate of her regular run.
- m. Gas and lodging will be provided for bus drivers who are directed to take students on overnight field trips. The employee is required to submit receipts upon his or her return and shall be reimbursed for authorized expenses.

## **5. Miscellaneous**

- A. Drivers are required to comply with the driver's handbook. (Handbook shall not conflict with contract).
- B. Pass to Holly home games upon request. Pass must be returned after each use. Tournament passes are not included.
- C. The employer will reimburse drivers for license and certification. However retesting, unless passed by the employee, will be at the employee's expense.

- D. Drivers shall be paid the regular rate of pay for employer called meetings to address work related issues.
- E. Drivers shall be paid the regular rate of pay for required training programs.
- F. All training programs, in-service, staff meetings and/or department meetings will be mandatory. The employee will be notified five work days prior to the meeting.
- G. Washing buses - the employer will assign the washing of buses, except for safety requirements, to other district employees.
- H. Holly bus drivers will be given first priority for summer work involving driving of school buses owned by the Holly Area Schools, i.e. football and band camps. Summer work shall be of a non-continuous nature which shall not qualify employees for unemployment benefits. Non-district owned vehicles shall be exempt from the above provisions.
- I. If you want summer runs you must leave your name with management at the end of the school year. Rotation will continue through the summer and you will be notified as far in advance as possible when your name comes up.
- J. In the event that a driver's regular run(s) or trips are canceled for any reason the driver may be reassigned to perform other work as designated by the immediate supervisor or a designee.

## **6. MECHANICS**

Mechanics, Assistant Mechanics and Mechanics III shall be paid the regular rate of pay for required training programs.

## **7. BUS ATTENDANTS**

- A. Bus Attendants shall be paid the regular rate of pay for employer called meetings to address work related issues.
- B. Bus Attendants shall be paid the regular rate of pay for training programs.
- C. All training programs, in-service, staff meetings and/or department meetings will be mandatory. The employee will be notified five work days prior to the meeting.
- D. All Bus Attendants returning to work at the beginning of the school year will be temporarily assigned to the same run(s) that they were assigned for the prior year, provided that the run still requires an attendant.

- E. Twenty five school days from the beginning of the school year shall pass before bidding for runs will take place on the twenty sixth day. At this time, bidding will take place on all employer authorized runs. This bidding will occur at a time and place announced by the transportation supervisor or a designee.

Attendants will be paid for this meeting provided that they are in attendance for the entire meeting. Persons on approved medical leave, may bid for runs in writing, provided that the bid is received prior to the beginning of the meeting. The employer will be allowed five working days to implement the results of the bidding process.

- F. For bus attendants on medical leave, refer to Article 11, Medical Leave.
- G. Bus Attendants may bid for vacancies on a seniority basis but shall be limited to one move each year.
- H. Bus Attendants are required to comply with the driver's handbook. (Handbook shall not conflict with contract.)



## APPENDIX B CAFETERIA

1. Work will be offered to regular employees based on a rotating seniority basis, before a substitute is called.
2. The cafeteria supervisor will assign catering opportunities and special events in the following manner:
  - a. For the building generating the request, the food service employees assigned to that building shall first be offered the opportunity provided the facility has the capacity to fulfill the request;
  - b. A posting for any given event shall be awarded based on a rotating basis with the highest seniority employees starting the initial rotation. Thereafter, the list shall rotate, offering each seniority employee an opportunity to work until all seniority employees have been offered the opportunity. The list shall be posted and kept by the cafeteria supervisor or his/her designee
3. Cooks, Asst. Cooks, or Cashier/Helpers working nights for open houses, special events, etc., will have a minimum call in of two (2) hours, plus 15 minutes for clean up at time and one half or double time if required to work on a designated holiday for 10 month employees (see Article 24 (B)).
4. Food service employees shall be paid the regular rate of pay for training programs.
5. All training programs, in-service or related employer called meetings will be mandatory. The employee will be notified five work days prior to the meeting.
6. When an outside group uses food service kitchen preparation or serving areas at any site, an AFSCME food service person from that site must be present. Such opportunities shall be rotated as outlined in 2 (a) and (b) above.
7. A one-half hour non paid duty free lunch break will be provided for employees working six (6) hours per day.
8. The cafeteria supervisor will work in emergencies only.

**APPENDIX C  
RATES OF PAY – ALL CLASSIFICATIONS**

**7/1/07 to  
6/30/2008**

**MECHANICS**

**Head Mechanic**

Probationary	\$ 19.31
1st Year	\$ 19.73
2nd Year	\$ 20.17
3rd Year	\$ 20.60

**Assistant Mechanic**

Probationary	\$ 18.29
1st Year	\$ 18.72
2nd Year	\$ 19.15
3rd Year	\$ 19.58

**Mechanic III**

Probationary	\$ 12.80
1st Year	\$ 13.79
2nd Year	\$ 14.78
3rd Year	\$ 15.80

Add \$0.15 premium for Second Shift

**BUS DRIVER**

Probationary	\$ 15.10
1st Year	\$ 15.85
2nd Year	\$ 16.62
3rd Year	\$ 17.35

**BUS ATTENDANTS**

1st Year	\$ 9.53
2nd Year	\$ 10.30
3rd Year	\$ 11.60
4th Year	\$ 12.60

**7/1/07 to  
6/30/2008**

**CAFETERIA**

**Cook**

Probationary	\$ 12.73
1st Year	\$ 13.04
2nd Year	\$ 13.43

**Assistant Cook**

Probationary	\$ 12.45
1st Year	\$ 12.77
2nd Year	\$ 13.20

**Helpers and Cashiers**

Probationary	\$ 10.44
1st Year	\$ 10.76
2nd Year	\$ 11.25
3rd Year	\$ 11.79
4th Year	\$ 12.38

Crew Leader in Charge of Satellite \$0.30 per additional hour while in charge.

**GROUNDS & MAINTENANCE**

Probationary	\$ 18.29
1st Year	\$ 18.72
2nd Year	\$ 19.15
3rd Year	\$ 19.58
4th Year	

**ASST. GROUNDS KEEPER**

Probationary	\$ 11.26
1st Year	\$ 12.23
2nd Year	\$ 12.63
3rd Year	\$ 12.93
4th Year	\$ 13.34
5th Year	\$ 13.88

Add \$0.15 premium for Second Shift

**7/1/07 to**  
**6/30/2008**

**CUSTODIANS**

**Class I (Head)**

Probationary	\$	15.96
1st Year	\$	16.92
2nd Year	\$	17.34
3rd Year	\$	17.68
4th Year	\$	18.06

**Class II (Night)**

Probationary	\$	13.57
1st Year	\$	14.53
2nd Year	\$	15.12
3rd Year	\$	15.83
4th Year	\$	16.42
5th Year	\$	17.21

Add \$0.15 premium for third shift.

**Class III (Regular Day and Truck Driver)**

Probationary	\$	13.05
1st Year	\$	13.61
2nd Year	\$	14.71
3rd Year	\$	15.39
4th Year	\$	16.02
5th Year	\$	16.85

**CLASS IV (Light Duty)**

Probationary	\$	11.10
1st Year	\$	11.71
2nd Year	\$	12.43
3rd Year	\$	12.76
4th Year	\$	13.15
5th Year	\$	13.66

LETTER OF AGREEMENT

The parties agree that if a position is created with a work week other than Monday through Friday, the position will be posted as such. (For example, Tuesday through Saturday work week) Current employees would not be involuntarily assigned the alternate work week; but could apply for such a position.

American Federation of State  
County & Municipal Employees  
Union, Council 25 & its Affiliated  
Local Union 202

For Holly Area Schools

Nancy A. Ellwood  
Sharon Fracker

R. Kent Barris  
Steve Adams

LETTER OF AGREEMENT

If the position as a food truck driver is vacated, the position shall be paid at the Class III Custodians rate.

American Federation of State  
County & Municipal Employees  
Union, Council 25 & its Affiliated  
Local Union 202

For Holly Area Schools

Nancy A. Gillous  
Sharon Macher

R. Kent Barnes  
Steve A. Brown

## LETTER OF UNDERSTANDING

We agree that:

The District will undertake a review of all AFSCME job descriptions during the 2001-2002 school year. While the final determination of job descriptions will be determined by the Board of Education, it is recognized that employee input can be a valuable part of this process. The Superintendent or designee(s) will meet with at least one member of each job classification group selected by the Union to:

- Review current responsibilities
- Review current qualifications
- Discuss anticipated district changes in facilities and services, as related to job responsibilities and qualifications within the AFSCME group.
- Provide a forum for input.

American Federation of State  
County & Municipal Employees  
Union, Council 25 & its Affiliated  
Local Union 202

Holly Area Schools

Nancy A. Zilow  
Sharon Thacker

R. Kent Barnes  
Steve A. Brown

LETTER OF AGREEMENT

The following AFSCME bargaining unit members will be grandfathered into health benefits as long as they work 19 or more hours.

The following employees were employed on January 10, 1988 and had coverage at that time:

Janie Armstrong  
Helen Boyce  
Sally Denkhaus  
Rose Kalinowski  
Dorothy Stockwell

American Federation of State  
County & Municipal Employees  
Union, Council 25 & its Affiliated  
Local Union 202

Holly Area Schools

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*Nancy A. Ellows*  
*Sharon J. Walker*

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*R. Kent Barnes*  
*Steven A. Brown*

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## LETTER OF AGREEMENT

The following AFSCME bargaining unit members will be grandfathered into health coverage eligibility for employees beginning their probationary period after November 1, 1998 and prior to July 1, 2004, and who must work at least 25 hours per week and will receive single subscriber only health coverage and can purchase up to full family coverage as allowable by insurance carrier.

The following employees were employed after July 1, 2004:

Renee Clayton  
Kimberli Detrick-Grima

For the District

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Date

For AFSCME

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Date

Holly Area Schools  
2007 – 2008 School Calendar

August 29, 2007		K-12 All Day Inservice
August 30		Teacher Workday
Sept. 3		Labor Day Recess (No Classes)
September 4		1st Day for Students
October 11		P/T Conference - <b>AM Attendance Only HS</b>
October 12		<b>NO STUDENTS</b> , K - 8 Inservice, <b>HS Staff Does not report</b>
November 2		End of 1st Marking Period
November 8		P/T Conference - <b>AM Attendance Only K - 8</b>
November 9		<b>NO STUDENTS</b> , HS Inservice, <b>K - 8 Staff Does not report</b>
Nov. 22 - 25		Thanksgiving Recess
Nov 29 - 30		<b>HS AM Attendance only - Exams</b>
Dec. 22 - Jan. 6, 2008		Winter Recess
January 17		P/T Conference - <b>AM Attendance Only HS</b>
January 18		<b>NO STUDENTS</b> , K - 8 Inservice, <b>HS Staff Does not report</b>
January 18		End of 1st Semester
January 21		<b>NO STUDENTS / STAFF - MLK Day</b>
February 15		<b>NO STUDENTS</b> , K-12 All Day Inservice
February 18		<b>NO STUDENTS / STAFF - Presidents Day</b>
March 6 - 7		<b>HS AM Attendance only - Exams</b>
March 11		<b>HS Inservice, JUNIOR ATTENDANCE FOR ACT ONLY</b>
March 12		<b>MME Student Testing Only - JUNIOR ATTENDANCE ONLY</b>
March 20		End of 3rd Marking Period
March 21		Good Friday Recess
March 27		P/T Conference - <b>AM Attendance Only K - 8</b>
March 28		<b>NO STUDENTS</b> , HS Inservice, <b>K - 8 Staff Does not report</b>
Mar. 29 - April 6		Spring Break Recess
April 24		P/T Conference - <b>AM Attendance Only HS</b>
April 25		<b>NO STUDENTS</b> , K - 8 Inservice, <b>HS Staff Does not report</b>
May 26		Memorial Day Recess
June 10 - 11		<b>HS AM Attendance only - Exams</b>
June 11		<b>Last Day AM Attendance ONLY</b>

Teachers will be required to participate in an additional 9 hours of in-service outside the school day.

K – 8 Teachers will participate in 12 hours of Parent Conferences outside the school day.

9 – 12 Teachers will participate in 18 hours of Parent Conferences outside the school day.

Length of teacher day

Elementary and Middle Schools	7 hours and 10 minutes
High School	7 hours and 20 minutes

In the event that make-up days and/or instructional hours are required, the student and teacher year will be extended by the number of days required.

1 <sup>st</sup> Trimester	60 days	2 <sup>nd</sup> Trimester	56 days	3 <sup>rd</sup> Trimester	58 days
1 <sup>st</sup> Semester	84 days	2 <sup>nd</sup> Semester	91 days		

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