

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HEMLOCK PUBLIC SCHOOL DISTRICT

AND

UNIT I: BUS DRIVERS, BUS AIDES AND REGULAR SUBSTITUTES

2006-2009

HEMLOCK AUXILIARY SERVICE EMPLOYEES LOCAL

(Affiliate of Local 3509, Hemlock Federation of Teachers AFT, MFT, AFL-CIO)

## TABLE OF CONTENTS

ARTICLE	I.	Recognition.....	2
	II.	Federation Dues/Fees & Payroll Deduction.....	3
	III.	Agency Shop.....	5
	IV.	Grievance Procedure.....	6
	V.	Disciplinary Support & Protection of Employees..	10
	VI.	Employee Rights & Responsibilities.....	11
	VII.	Federation Rights & Responsibilities.....	13
	VIII.	Board Rights & Responsibilities.....	14
	IX.	Seniority.....	15
	X.	Lay-Off.....	17
	XI.	Recall.....	18
	XII.	Assignment.....	19
	XIII.	Vacancies & Posting.....	21
	XIV.	Promotions.....	22
	XV.	No Strike Clause.....	23
	XVI.	Leaves of Absence.....	24
	XVII.	Sick and Personal Leave.....	25
	XVIII.	Holidays.....	27
	XIX.	Miscellaneous Provisions.....	28
	XX.	Compensation.....	29
	XXI.	Termination.....	32
		Appendix.....	A-1
		Appendix.....	B-1

## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board hereby recognizes the Hemlock Auxiliary Service Employees Local of the Hemlock Federation of Teachers, Local 3509, AFT, MFT, AFL-CIO, as the sole and exclusive bargaining representative in all matters prescribed by law and as defined in applicable provisions of Act 379 of the Public Acts of 1965, as amended, and as certified in Case No. R76-E-280 of the Michigan Employment Relations Commission.

**UNIT I: ALL BUS DRIVERS, BUS AIDES AND REGULAR SUBSTITUTES**

- 1.2 The term “employees” when used hereinafter in this Agreement shall refer to all personnel represented by the Federation in the bargaining unit defined above.
- 1.3 All references to male employees shall be equal in reference to female employees of this bargaining unit.
- 1.4 Nothing contained herein shall be construed to prevent, deny or restrict to any employee, rights he may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 1.5 This Agreement preempts any policy of the Board governing wages, hours and conditions of employment which is in conflict with its written provisions.
- 1.6 If any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, which ever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so and in that event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.
- 1.7 In the event this Agreement or any part of this Agreement is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in question immediately.

**ARTICLE II**

**FEDERATION DUES/FEES & PAYROLL DEDUCTION**

- 2.1 The Board agrees that it shall provide, without cost to the Federation, payroll deduction for the purpose of payment of Federation dues, assessments and/or service fees of the members of the bargaining unit.
- 2.2 The Federation shall present the Board with a certified check-off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may not constitute a legal deduction.

2.3 Authorization Form for Payroll Deduction:

I hereby request and authorize the Hemlock Public School District to deduct from my earnings one of the following:

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

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(print last name)	(print first name)
(address)	(zip code)
(signature)	

- 2.4 The written authorization for deduction shall remain in full force and effect during the period of employment and may be revoked only by written notice, given during the period thirty (30) days immediately prior to the beginning of a school year.
- 2.5 Deductions shall be remitted to the designated financial officer of the Federation with a list of names and amount deducted from each employee no later than fifteen (15) days following the day from which such deductions were made.
- 2.6 Check-off deductions under all properly executed authorization for check off shall become effective at the time the application is signed by the employee and shall be deducted, one-half from the first pay and one-half from the second pay period of the month and each month thereafter for twenty (20) consecutive pays.

2.7 The Federation shall indemnify the Board and hold it harmless against any loss of claim for damages resulting from the payment to the Federation of any sums deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Federation shall intervene and defend against such action or claim, subject, however, to the following conditions:

- 1) The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- 2) The Federation after consultation with the Board has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- 3) The Federation has the right to choose the legal counsel to defend any suit or action.
- 4) The Federation shall have the right to compromise or settle any claim made against the Board under this section.

## **ARTICLE III**

### **AGENCY SHOP**

- 3.1 It is recognized that because of religious conviction or otherwise, some employees may not belong to any organization engaged in collective bargaining. It is also recognized that the proper negotiation and implementation of collective bargaining agreements entail expense to the Federation. Furthermore, it is recognized that this expense should be shared by all members of the bargaining unit that enjoy its benefits and security.
- 3.2 Membership in the Federation shall be open to all employees regardless of race, creed, age, sex, marital status or national origin.
- 3.3 Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the beginning of duties shall, as a condition of employment, pay a service fee to the Federation in an amount equivalent to the dues and assessments of the Hemlock Auxiliary Service Employees Local 3509, HFT, AFT, MFT, AFL-CIO, provided, however, that the employee may authorize payroll deduction as provided in this Agreement.
- 3.4 In the event that an employee shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board shall, at the request of the Federation, terminate the employment of such employee. The parties expressly recognize that the failure of the employee to comply with the provisions of this Article is reasonable and just cause for discharge from employment.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### 4.1 Definition:

Any claim by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of the specific terms or provisions of this Agreement, or a complaint concerning disciplinary action which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth herein.

#### 4.2 Procedure for handling:

- 1) The employee who feels that he has a grievance should first take the matter up verbally with his immediate supervisor who will attempt to resolve it with him.
- 2) If this fails to resolve the grievance, the employee and/or the Union shall reduce the grievance to writing (within ten (10) working days following the knowledge of the act or condition which is the basis of the grievance) specifying the section of the contract he alleges is violated, the events that caused the alleged violation and the remedy he seeks.
- 3) Within five (5) working days of receipt of the written grievance, the supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or he may be represented by the Federation stewards, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.
- 4) Within five (5) working days after such conference, or longer if mutually agreed to, the supervisor shall answer such grievance in writing.
- 5) If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's decision will be final.
- 6) If the Federation does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days from the date of the supervisor's written decision.
- 7) Within ten (10) working days of receipt of the written appeal, the Superintendent or his designated representative will arrange for a conference

to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees

- 8) Within ten (10) working days after the conference, or longer if mutually agreed to, the Superintendent or his designated representative shall answer such grievance in writing.
- 9) Such answer shall be final and binding unless appealed to the next step within thirty (30) calendar days from the date of the Superintendent's written decision.
- 10) If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Union. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:
  - a. Within the thirty (30) days referred to above (Step 9) the party choosing to arbitrate must give written notice to the other party setting forth specifically the nature of the dispute to be arbitrated and designating one (1) arbitrator selected by it.
  - b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.
  - c. The parties may waive the three (3) member panel by mutual agreement.
  - d. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association will be asked to submit a panel in accordance with their rules.
- 11) The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by the party incurring them.
- 12) The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be accepted rules of contract



construction. The Board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify or result in, what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

13) Unless expressly agreed to by the parties, in writing, the Board of Arbitrators is limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.

- 4.3 Any employee who is a member of the bargaining unit covered under this Agreement, or any group of such employees or the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article.
- 4.4 An employee or group of employees may be represented at any level of the grievance procedure by a designated representative of the Federation.
- 4.5 The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisor level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- 4.6 The terms “days” in this article shall mean calendar days except where otherwise indicated.
- 4.7 It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limits at any step.
- 4.8 Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with his supervisor as described in Level One of the grievance procedure.
- 4.9 No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.

- 4.10 A grievance may be withdrawn by mutual agreement at any level without prejudice.
- 4.11 Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.
- 4.12 In processing grievances up to but not including arbitration, release time will be granted upon mutual consent by the aggrieved person, Federation and Superintendent.

## **ARTICLE V**

### **DISCIPLINARY SUPPORT & PROTECTION OF EMPLOYEES**

- 5.1 In the event an employee is subjected to an unprovoked assault which arises out of and in the course of his/her employment, it shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- 5.2 In the event the employee is the subject of a civil action filed by someone other than an employee of the Board which arose out of and in the course of his/her employment, the Board will provide legal counsel and render the necessary assistance to the employee in his/her defense, provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances.
- 5.3 The employee shall be paid without loss of time, seniority, or other benefits for any injuries incurred or time lost in pursuing the legal action under this article.
- 5.4 The Board of Education recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district.
  - 1) Whenever it appears that a particular student interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of an employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such reports. Included on this form shall be a section for the supervisor to indicate to the employee the type of investigation and the remedy developed for the incident in question.

## **ARTICLE VI**

### **EMPLOYEE RIGHTS & RESPONSIBILITIES**

- 6.1 Employees shall be entitled to perform their duties under fair, safe, healthful and equitable working conditions as regulated by the State and Federal Occupational Safety and Health Act. When such conditions do not prevail, the affected employee(s) shall notify their supervisor immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.
- 6.2 An employee shall have the right to recommend the removal of material from his file that is in error. Provided cause is shown, the material will either be corrected or expunged from the file.
- 6.3 Those employees who are assigned unusual responsibilities or difficult situations outside their area of normal training will not be expected to meet the same expectations as other employees.
- 6.4 For just cause, the Board or its representative may reprimand, suspend without pay, demote, discipline or discharge an employee. In the event the above is unjust, the employee shall receive an appropriate penalty as agreed to by the parties or directed by the arbitrator.
- 6.5 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his/her personnel file, the employee shall be promptly notified of the action taken in writing.
- 6.6 Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee.
- 6.7 Whenever practical, employees shall be counseled privately for corrective action.
- 6.8 No employee will be disciplined for failing to follow any rule, regulation, or order unless such rule, regulation, or order has been applied uniformly with all employees.
- 6.9 In the event the Board decides to implement an evaluation procedure, all employees upon employment and at the beginning of each work year will be apprised of the specific evaluative criteria and procedure prior to the conducting of any formal evaluation.
  - 1) Probationary employees shall be observed for the purpose of evaluation at least twice during their probationary period.

- 2) Seniority employees shall be observed for the purpose of evaluation once every two (2) years.
- 3) Evaluations shall be conducted by the employee's immediate supervisor. All monitoring or observation of the work of the employee will be conducted openly and with the full and complete knowledge of the employee. The use of electronic devices or similar surveillance devices shall be strictly prohibited.
- 4) All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within five (5) days of the observation.
- 5) All evaluations must indicate the supervisor's observation of the employee's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted, the evaluator must indicate the specific way which the employee is to improve and what assistance will be provided by the supervisor. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies.

## **ARTICLE VII**

### **FEDERATION RIGHTS AND RESPONSIBILITIES**

- 7.1 The Federation shall have the right to elect or designate up to two (2) employees from each classification as stewards. Each steward shall have an alternate who shall function only in the absence of the regular steward all of whom shall have completed their probationary periods. Stewards shall be permitted to confer with bargaining unit employees with respect to formally filed grievances during normal working hours.
- 7.2 The Federation shall inform the Board in writing as to who has been appointed or elected as bargaining unit stewards and alternates.
- 7.3 The Federation shall have the right to use the school facilities and equipment, including typewriters, mimeograph machines, other duplication equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:
- 1) Request is made and use arranged for in advance.
  - 2) The use is strictly to service the legitimate purposes of the Federation, such as duplication of records, notices, correspondence, etc.
  - 3) The purpose is for the internal business of the Federation and is not for public distribution.
  - 4) Such use is not detrimental to the best interest of the school district.
  - 5) The Federation shall reimburse the school for any expendable supplies.
- 7.4 The Federation shall have the exclusive right over any other employee organization to post notices of its activities and matters of Federation concern on Federation bulletin boards, one which shall be provided in each school facility.
- 7.5 The Federation shall have the exclusive right over any other employee organization to use inter-school mail service and mail boxes for communications to its members provided distribution of Federation mail does not require the Board of Education to expend additional moneys or allocate additional personnel time to perform such service.

## ARTICLE VIII

### BOARD RIGHTS & RESPONSIBILITIES

- 8.1 The Federation recognizes that the Board hereby retains and reserves 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.
- 8.2 The Federation further recognizes that the exercise by the Board of the foregoing rights, power, authority, duties and responsibilities shall be limited by the provisions of this Agreement and this only to the extent permitted by the law and Constitution of the State of Michigan and the United States.
- 8.3 As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of rights conferred by Act 379; that it will not directly discriminate against any employee with respect to hours, wages, or any terms or conditions of employment because of his membership in the Federation or collective professional negotiations with the Board, his participation in any activity of the Federation not in conflict with this Agreement, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 8.4 The Board agrees to furnish the Federation upon request, information concerning the financial resources of the district, including but not limited to annual financial budgets or reports, register of bargaining unit personnel, county allocation budgets, agenda and minutes of all Board meetings, membership data, names and addresses of all employees, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.
- 8.5 Board agrees that it shall be a violation of this Agreement for the Board and Federation to limit, segregate, or classify any employee which in any way deprives, or tends to deprive, any employee of employment opportunities or otherwise adversely affects their status as an employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Board from establishing a reasonable and equitable retirement policy for its employees.
- 8.6 The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices will not be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

## **ARTICLE IX**

### **SENIORITY**

- 9.1 Job classifications shall be as follows:
- Bus Drivers
  - Bus Aides
- 9.2 System-wide seniority shall be determined for each employee as his last date of hire on a system-wide basis, with regard to fringe benefits (i.e. retirement, sick days, longevity, vacation allowance as specified herein).
- 9.3 Job classification seniority shall be determined for each employee effective his first day assigned to the job classification provided the employee has successfully completed his trial or probationary period.
- 9.4 An employee who has moved from one job classification and moves back to his former job classification shall maintain his full system-wide seniority.
- 9.5 Absences from work due to illness, accident, leaves of absence or layoff shall not be construed as a break in continuous service except as hereinafter provided.
- 9.6 In the event an employee is transferred to a position under the Board not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees returning to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- 9.7 Probationary Employees: There shall be no seniority for probationary employees. New employees hired under this contract shall be considered as probationary employees for the first ninety (90) consecutive working days of their employment. When an employee completes the probationary period, he shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be determined by lot.
- 9.8 The Board will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30<sup>th</sup> of each year and changes as they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.



- 9.9 Probationary employees shall receive those rights and benefits specifically provided for them in the Agreement.
- 9.10 An employee shall lose his seniority for the following reasons:
- 1) He quits or retires.
  - 2) He is discharged and the discharge is not reversed through the grievance procedure.
  - 3) He fails to return to work within ten (10) working days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
  - 4) He is absent from work five (5) consecutive working days without advising the Board unless the employee can demonstrate there were extenuating circumstances preventing such notification.

## **ARTICLE X**

### **LAY-OFF**

- 10.1 Notwithstanding their position on the seniority list, the stewards of the Federation shall, in the event of a layoff for lack of work, be continued at work so long as there is a job in their district for which they have the ability to perform and shall be recalled to work following a layoff on the first open job for which they have such ability. It is understood and agreed that in the event of a curtailment of the work force, stewards shall be required to exercise their actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit them to remain at work in their district, at which time the super-seniority provided for in this paragraph may be invoked.
- 10.2 The word “layoff” means a reduction in the working force.
- 10.3 In the event of a layoff, the order of layoff within any given classification shall be: first, temporary employees; next, probationary employees; next, other employees in accordance with their seniority, provided those employees remaining in the classification can perform the available work.
- 10.4 Whenever practical, the Board shall provide individual employees with thirty (30) days written notice prior to any layoff. However, one week shall be given on any layoff for economic reasons.
- 10.5 Any seniority employee within a job classification removed shall be able to exercise seniority right to bump:
- 1) Into an equal or lower paying job classification in any department within the bargaining unit he had satisfactorily held previously.
  - 2) If he had not held an equal or lower job classification he shall have the right to bump into the next lower job classification within their department for which he is qualified.
  - 3) An employee who has bumping rights as set forth above shall have the right to either exercise the bump or to accept the layoff until recalled and the employee shall not be deemed to have refused work.
  - 4) The least senior employees who remain unplaced after the reduction in the required job classification and bumping is completed shall be laid off.

## **ARTICLE XI**

### **RECALL**

- 11.1 Employees laid off through the procedures as stated in this Agreement shall be maintained on a recall list for a period equal to their system-wide seniority but in no case more than three (3) years.
- 11.2 Laid off employees shall be recalled in the inverse order of the layoff, the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off or, if he had bumped down from his original position in the reduction of the work force before being laid off, to such former position.
- 11.3 Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report to work within ten (10) days after delivery or proof of non-delivery. If an employee fails to report for recall, he shall be considered a quit, unless there are extenuating circumstances.

## **ARTICLE XII**

### **ASSIGNMENT**

- 12.1 An employee working fewer than fifty-two (52) weeks per year and who is requested to work by the employer during the summer shall be paid the rate provided for under this Agreement.
- 12.2 When an employee works temporarily in a higher classification for more than one day in any year, he/she will be paid the rate of the higher classification for that day. When an employee temporarily works in a lower classification, he/she shall suffer no loss of pay.
- 12.3 All bus routes shall be put up for bid each school year. Employees shall be given their preference based on their seniority, the top seniority driver being given the first preference of all routes. Once a driver has made his/her route choice, he/she cannot change unless there is a posted vacancy.
- 12.4 Special run assignment shall be made by the supervisor of transportation who shall assign regular drivers according to seniority. All drivers shall be eligible for special trips. The supervisor will endeavor to assign special trips on an equitable basis over the course of the school year. An employee who is assigned a special trip and who does not accept the trip shall be charged the hours of the trip for the purpose of achieving equitability of special run hours.
- 12.5 All regular drivers interested in doing substitute work shall make it known to the supervisor of transportation at the beginning of the year. The supervisor will assign drivers on an equitable basis over the course of the year. It is understood that the supervisor of transportation shall schedule regular drivers by seniority before calling upon substitute drivers. Upon refusal of an opportunity for a substitute run by a regular seniority driver, the employee shall be charged with the hours of the trip for the purpose of achieving equitability of hours and further, the supervisor may fill the run in whatever manner he deems necessary.
- 12.6 When it becomes necessary for a particular bus to be washed, that employee shall be paid his regular hourly rate for time spent performing the duty, if requested by the supervisor of transportation.
- 12.7 All drivers shall be paid for time taken to fuel and clean the buses. It is understood that drivers who have lay-over time shall fuel and maintain the bus during that time. This provision shall apply for special trips also.

- 12.8 Meal compensation allowance shall be provided any employee whose extra work schedule covers the normal lunch or dinner hour. This meal allowance shall be at the rate of \$4.84 for the school year of 2006-07 and \$4.94 for 2007-08 and \$5.04 for 2008-09. When a meal allowance is paid, thirty (30) minutes will be deducted from accumulated sitting time.
- 12.9 Overtime actually worked and authorized by supervision in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half the employee's regular rate of pay. Sunday and holiday work shall be compensated at twice the amount of the employee's regular rate of pay.
- 12.10 The closing of schools due to inclement weather, the failure of heating equipment and other acts beyond the control of the employee shall not result in loss of pay or other benefits to the employee if they were scheduled to work that day. The Board agrees to notify all employees as soon as possible of the closing of school due to conditions described above.
- 12.11 If the State Department of Education requires Hemlock Public School District to meet any minimal requirements of instruction days and/or student clock hours as a result of an Act of God, the Federation agrees to meet all such requirements without additional cost to the district.
- 12.12 All employees shall be granted a minimum of two (2) hours pay when called in for special assignments or emergencies.

## **ARTICLE XIII**

### **VACANCIES & POSTINGS**

- 13.1 All job openings and newly created jobs within the bargaining unit shall be posted listing the specific minimum requirements for the position for a period of five (5) working days in a conspicuous place in each school facility prior to filling such position.
- 13.2 Employees interested in the vacancy shall apply in writing within the posting period.
- 13.3 In the event two or more applicants apply for the same vacancy and merit, ability, and capacity are equal, the Board shall appoint the individual having the greatest seniority to the position.
- 13.4 If an employee's request for a transfer is granted, he must remain in the position for at least one (1) calendar year or work year whichever is lesser and providing he successfully completes his break-in period.
- 13.5 A leave of absence for less than six (6) months shall not be considered a vacancy.

## **ARTICLE XIV**

### **PROMOTIONS**

- 14.1 Definition of Promotion: Promotion is an upward change in job classification which results in additional compensation for additional responsibilities.
- 14.2 Promotions within the bargaining unit shall be made on the basis of merit, ability, capacity and seniority. The Board shall have the right to determine qualifications for the positions. The Union may have the right to the grievance procedure if the qualifications are not in accordance with the responsibilities of the position.
- 14.3 Vacancies will be posted for a period of five (5) working days in a conspicuous place in each building, listing the qualifications required for the position.
- 14.4 Employees interested in the vacancy shall state their interest in writing within the five (5) working day posting period.
- 14.5 The employee receiving the promotion shall receive a thirty (30) working day trial period in the new job classification. The employee shall receive the rate of pay of the job he is performing when the employee satisfactorily performs all of the duties of that job. In no case shall that rate of pay be less than fifteen (15) cents from the normal rate of that position or less than his present rate, whichever is greater.
- 14.6 The promoted employee shall have the right during the trial period to revert back to his former job classification and at the option of the Board he may also return to his former location. In addition, the Board shall have the right to revert the employee back to his former job classification and location if in their opinion the employee's performance is unsatisfactory. In such cases, written notice of the unsatisfactory performance will be given to the employee.
- 14.7 If an employee accepts a probational opening through this procedure and then reverts back to his former job classification at his request, he will forfeit his right to bid on the same promotional opening for a period of one calendar year.

## **ARTICLE XV**

### **NO STRIKE CLAUSE**

- 15.1 The Federation and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any employee take part in any strike, slow-down or stoppage of work, boycott, picketing, or similar interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.



## ARTICLE XVI

### LEAVES OF ABSENCE

16.1 Leaves of absence, without salary, for reasonable periods not to exceed one year, may be granted without loss of seniority upon request for:

- 1) **Illness Leave:** Upon exhaustion of paid sick days, the employee will be notified to apply for a leave of absence if he is not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness. Benefits shall continue to accrue during the period of paid sick leave.

Subject to the approval of the carrier the employer shall assist the employee in making arrangements for the conversion of insurance policies to an individual basis.

- 2) **Personal Leave:** Other leaves may be granted other than those provided for in this section which requires the absence of the employee due to pressing personal matters. Such leaves shall be granted upon approval by the Superintendent and shall be for a definite period of time. Benefits may accrue at the discretion of the Superintendent depending upon the nature of the leave. It is understood that leaves shall not be granted for employees to seek or accept employment elsewhere.
- 3) **Prolonged Family Illness:** A leave shall be granted without salary and benefits to an employee who must assume the care of a spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making his home with the employee's immediate family.

## ARTICLE XVII

### SICK AND PERSONAL LEAVE

- 17.1 Each employee covered by this Agreement shall accumulate one hour of sick leave allowance for every twenty (20) hours the employee receives pay in his regular yearly position. Unused sick leave shall accumulate to a maximum of 350 hours and be designated as “accumulated sick leave allowance”.

Drivers who give up a regular run to do a field trip shall be credited the same number of hours they would have been credited with had they driven their regular scheduled run on that day.

- 17.2 An employee’s absence shall be chargeable to this accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.
- 17.3 An employee having exceeded his accumulated sick leave hours may request additional hours from the Superintendent. Any hours awarded through this request will be deducted from the accumulation during the following work year.
- 17.4 Each employee may take two (2) days with pay, not deductible from accumulated sick leave, for personal leave. Application for use of a personal leave day must be submitted to the personnel office not less than three (3) working days prior to the date requested. This request must receive the approval of the employee’s supervisor and final approval of the Director of Personnel. In cases of emergencies this notification period may be waived. If only one personal day is used, the remaining day will be put into the sick leave bank at the end of the year.
- 17.5 Personnel shall be allowed five (5) days of absence and any additional days approved by the Superintendent, without loss of pay in the event of death of a member of the immediate family. Immediate family shall include mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law. This will also include any relative who is a permanent member of the employee’s home.

Personnel shall be allowed one (1) day of absence and any additional days approved by the Superintendent without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or the spouse of his child.

- 17.6 The employer may request an employee to secure a doctor’s clearance upon returning from use of sick leave after three (3) consecutive days of illness when

there is reasonable doubt as to the employee's ability to perform his assigned duties.

- 17.7 Absence from duty for the following reasons shall be considered sick leave deductible from the accumulative sick leave:
- 1) Personal Illness: Absence from personal illness or injury including disability caused by pregnancy or related complications.
  - 2) Quarantine: In case of quarantine because of exposure to contagious disease which could be communicated. The approval of a physician must be presented for the entire period of absence.
  - 3) Illness in the Immediate Family.
- 17.8 An employee who is absent from duty as the result of personal injury caused by an accident, disease, or assault upon him arising out of and in the course of his employment, may have the option of drawing Worker's Compensation solely or Worker's Compensation plus sick leave (payment not to exceed his regular daily rate). In the event he chooses the latter, the days sick leave drawn will be chargeable to his sick leave accumulation.

## ARTICLE XVIII

### HOLIDAYS

18.1 The following days shall be recognized and observed as holidays for which all employees shall receive time off with pay:

New Years Day  
Good Friday  
Memorial Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas

18.2 In order to qualify for holiday pay, all employees shall be required to have seniority as of the date of the holiday and must work the last scheduled work day prior to and the first scheduled work day after the holiday.

18.3 In the event of illness commencing on either one of these days, the employee may be asked to supply satisfactory medical evidence of illness in order to receive holiday pay.

## **ARTICLE XIX**

### **MISCELLANEOUS PROVISIONS**

- 19.1 Jury Duty: Employees when selected shall be expected to serve without loss of pay or benefits, provided the employee submits the jury pay to the Board. Pay to be submitted shall not be deemed to include money paid to juror for expenses such as mileage and meals.
- 19.2 Retirement: The age of seventy (70) years shall be established as the mandatory age for retirement. Earlier or later retirement may be requested by or to the Board of Education, depending on the health, vitality and competency of the employee.
- 19.3 Retroactivity: All economic provisions of this Agreement shall be effective on the date shown for such provisions.
- 19.4 The employer shall pay the cost of all required examinations, T. B. tests and/or X-rays. The employer may designate the physician if he so desires.
- 19.5 Employees required to drive personal automobiles in the course of their employment shall be reimbursed at a rate equal to that received by public employees of the State of Michigan. Should the State of Michigan increase the reimbursement during the course of the contract year, such increases would immediately be effective in all reimbursements made to employees. School owned vehicles should be used when possible.

**ARTICLE XX**  
**COMPENSATION**

20.1 Bus Drivers

2006-07	2007-08	2008-09
\$17.26	\$17.61	\$17.96

Bus Aides

2006-07	2007-08	2008-09
\$10.22	\$10.42	\$10.63

20.2 Layover or sitting time on special runs shall be compensated for the 2006-07 school year at the rate of \$10.69/hr. and \$10.90/hr. in 2007-08 and \$11.12/hr. in 2008-09.

20.3 Employees shall be reimbursed for the time necessary to complete the required bus driver school. These wages shall be paid in the last pay period of the school year. For 2006-07 the rate shall be \$9.45/hr. and \$9.64/hr. in 2007-08 and \$9.83/hr. in 2008-09.

20.4 Employees shall be paid the cost of a chauffeur's license and each renewal fee thereafter.

20.5 Employees shall be paid the hourly rate in all cases of breakdown on any scheduled run.

20.6 When the employer schedules pre-school orientation meetings or pre-school bus test runs, employees shall be paid the regular rate.

20.7 Fringe Benefits for **UNIT I**:

When an employee, covered under this agreement, completes the probationary period and qualifies under the minimum number of hours required by the carrier, but no less than 20 hours per week, and is not covered by insurance from another source from within the system, he shall be provided any or all of the following benefits with the employer contribution as scheduled below.

<b>EMPLOYER CONTRIBUTION CHART</b>	
<b>Regular Weekly Hrs. Worked</b>	<b>Employer Contribution</b>
20-29	50%
30-39	75%
40	100%

- 1) The Board agrees to provide without cost or limitation to all eligible employees group term life insurance in the amount of \$12,500.
- 2) The Board further agrees to provide, without cost or limitation, a long-term disability program with benefits payable to full retirement according to the ADEA rules and regulations. Benefits shall commence after the expiration of the forty (40) scheduled work days waiting period, and are payable for each regularly scheduled work day on which the insured is disabled during a period of continuous disability and prior to the expiration of the contract year. Accrued sick days in excess of 40 days shall remain in the employee's sick bank. The amount of benefit payable for each day of disability is 70% during the first school contract year. If an employee is disabled beyond the end of the school or contract year, then the program will provide continued insurance benefit payments on a long term disability basis. Insurance coverage following the end of the school or contract year is at the LTD rate specified of the employee's monthly earnings to a maximum benefit of \$3,000 per month.
- 3) The Board will provide the three Star Medical Plan and will pay for the deductible portion.

The Board agrees to provide the CAREMARK \$10.00 generic or mail-in/\$20.00 DAW co-pay prescription drug plan.

- 4) The Board agrees to provide without cost or limitation the SET Ultradent Program, or its equivalent, which includes but is not limited to, 70% co-pay benefits with a twenty-five (25) dollar deductible on the Basic Dentistry Services and 50% co-pay benefits on supplemental orthodontic benefits with a fifty (50) dollar lifetime deductible, with a cap of \$1,000.
- 5) The Board agrees to provide without cost or limitation to all employees a Group Vision Care Insurance Plan. (See Appendix)

20.8 The Board agrees to provide to all employees enrolled in the health, dental and vision programs dependent coverage for the 19-25 yr. age group provided they meet the requirements of the carrier.

- 20.9 Subject to the rules and regulations of the carrier, the Board further agrees to make payment of all insurance benefit programs and premiums described above for all persons who complete their contractual obligations in order to assure insurance coverage over the months of June, July and August, even though the employee may not be returning the next school year.
- 20.10 Employees who take unpaid leave days during the year shall be required to pay the cost of insurance premiums for those days missed.
- 20.11 Under no circumstances shall the Board be required to pay any premium for a period in excess of three months from the day an employee ceased actual work for the Board.
- 20.12 The parties agree to abide by underwriting rules and regulations established by the insuring carriers noted above.



**ARTICLE XXI**

**TERMINATION**

This Agreement shall become effective upon ratification of both parties and remain in effect until August 30, 2009.

At least ninety (90) days prior to the expiration of this Agreement on August 30, 2009, the parties will begin negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

HEMLOCK PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION

HEMLOCK FEDERATION OF TEACHERS  
HEMLOCK AUXILIARY SERVICE  
EMPLOYEES LOCAL

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX

### VISION PLAN

#### Benefit Schedule

I. Examination	\$40.00 - One time every 12 months
II. Regular lenses	52.00 - One time every 12 months
III. Bifocal lenses	60.00 - One time every 12 months
IV. Trifocal lenses	75.00 - One time every 12 months
V. Lenticular lenses	90.00 - One time every 12 months
VI. Frames	45.00 - One time every 12 months
VII. Contact lenses*	125.00 - One time every 12 months

\*Contact lenses are allowed under the program in either of these instances:

- 1) Following cataract surgery.
- 2) When visual acuity cannot be corrected to 2/70 in the better eye except by their use.

Contact lenses for cosmetic purposes are not furnished under this plan. However, if you choose contact lenses in lieu of the glasses available under this program, an allowance of \$125.00 will be made toward the cost of examination and materials.

Examinations, frames, and one set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses) will be provided once in a 12 month policy year (July 1 to June 30 of the following year) for each eligible member of the family.