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## AGREEMENT

This master Agreement entered into between the Board of Education of the Perry Public Schools, hereinafter referred to as the "District" and Perry Public Schools Employees, Chapter of Local 1059, affiliated with Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, and is hereinafter referred to as the "Union."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the recognition clause; references to the masculine gender shall include female employees.

## ARTICLE 1 RECOGNITION

The District hereby recognizes the Union as the exclusive representative for all full-time and regularly scheduled part-time kitchen help (including van driver), custodians, lunchroom aides, playground aides, latchkey aides, classroom paraprofessionals, media center paraprofessionals, clerical aides, head cooks, assistant cooks, secretaries, student supervisor (hall monitor), Grounds/Maintenance Person, Maintenance Engineer, Bus Drivers and Crossing Guards.

Excluded from the bargaining unit are the Superintendent's Secretary, Assistant Superintendent's Secretary, Senior Accountant, Payroll Accountant, Director of Operations, Food Service Director, Transportation Supervisor, Custodial Supervisor, Early Childhood Director/Child Care Director, Bus Mechanic, Latch Key Supervisor, substitutes and all other employees not listed above.

Further excluded from the terms and conditions of the Agreement are students and temporary hourly help not employed on a regular basis. Temporary shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. In no case, will the employment of temporary employees exceed sixty (60) calendar days.

"Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid), including vacation, and during the period of time required to post and fill vacancies.

It is expressly recognized by the parties that the Transportation Supervisor, Custodial Supervisor, Director of Operations, Early Childhood Director/Child Care Director, and Food Service Director may continue to perform bargaining unit work of the same kind and nature and to the same extent as has been done in the past.

It is understood that other supervisory employees may perform bargaining unit work in circumstances such as: emergency situations, when operational difficulties are encountered, in the testing of materials and equipment and in the instruction or training of employees.

## ARTICLE 2 DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall remain in full force and effect unless changed by the Board. The above referenced rights shall only be limited by the expressed terms and conditions of this agreement. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Except as limited by the expressed provisions of this agreement, the rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the operations. Direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel. Determine the number of shifts and hours of work, starting and ending times, and length of the work year. Schedule all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations. Determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

**ARTICLE 2 DISTRICT RIGHTS** (continued)

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

**ARTICLE 3 UNION SECURITY**

- A. All employees covered by this Agreement shall as a condition of continued employment, following thirty (30) calendar days from the effective date of this Agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either:
  1. Union membership dues; or
  2. a Union representation service fee.

- B. The payroll deduction of dues and service fees is required as a condition of this agreement. The District shall therefore deduct dues and service fees pursuant to the authority set forth in M.C.L. 408.477.

Each employee and the Union hereby shall authorize the employer to rely upon and honor certifications of the local union financial officer or a designated representative of Michigan Council 25, regarding the amounts to be deducted each month.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council 25 AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

The District shall additionally notify the Financial Officer of the Council of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.

- D. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

#### **ARTICLE 4 UNION REPRESENTATION**

- A. The Union shall designate a Chapter Chairperson and Vice-Chairperson. The Chapter Chairperson, or the Vice-Chairperson in his/her absence, shall be authorized to represent bargaining unit employees commencing at Level Two of the grievance procedure detailed in Article 24.
- B. The Union shall designate one (1) steward for each building. Stewards shall be authorized to represent employees within the building at Level One of the grievance procedure detailed in Article 24. The Vice-Chairperson shall be authorized to serve at Level One in a building in the absence of the building steward.
- C. The Union shall notify the District in writing of persons designated under Sections A and B. The District will not be required to recognize any other employee.
- D. The Union will be permitted to post notices within each building in authorized locations. No notices may be posted which are not signed by the Chapter Chairperson, or Vice-Chairperson.
- E. It is expressly understood that the Chapter Chairperson will be permitted up to three (3) hours of paid release time per school marking period for the purpose of conducting AFSCME business. Arrangements for release time must be made with the supervisor.

#### **ARTICLE 5 CHAPTER CHAIRPERSON/SUPERSENIORITY**

For purposes of implementing Article 12, the Chapter Chairperson shall have superseniority. For purposes of implementing this provision, the Chairperson will be considered the most senior person in any classification in which she/he has accumulated seniority. Provided there is work within the classification(s) available which the Chapter Chairperson is qualified to perform, she/he shall not be laid off. In the event no such work is available, the Chairperson shall be considered the most senior person in any classification in which she/he has accumulated seniority for purposes of recall to vacancies.

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

## **ARTICLE 6 SPECIAL CONFERENCES**

Special conferences for important matters other than items which are mandatory subjects of negotiations under the Public Employment Relations Act may be conducted at the request of either party. Requests for a special conference shall be made in writing by either the Chapter Chairperson or the Superintendent. Written requests shall detail the reason for requesting the conferences. A meeting will be scheduled within ten (10) calendar days of receiving the request.

Union representatives attending special conferences scheduled during the workday will be released with pay.

It is expressly recognized that alleged violations of this article are not subject to the grievance procedure detailed in Article 24.

## **ARTICLE 7 DISCIPLINE OF NON-PROBATIONARY EMPLOYEES**

- A. Non-probationary employees will not be disciplined or discharged without just or reasonable cause.

Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the steward when time off or discharge is involved.

- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the steward or employee, the supervisor will meet with the steward and employee prior to the employee being required to leave the facility (in the instance of suspension or discharge).
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.



## ARTICLE 8 VACANCIES

- A. The District shall post vacancies within the bargaining unit at the central office in each building, at the bus garage, and at the maintenance garage. Interested personnel shall apply in writing within seven (7) calendar days from the published date of the vacancy notice.
  
- B. The most highly qualified applicant for a particular vacancy will be selected by the District; however, when in the determination of the District qualifications are equal, the most senior applicant will be granted the position.

A successful internal applicant will be placed on a twenty (20) workday trial period in the new position. During the trial period the applicant will continue at his/her current pay rate. Following the trial period, if the successful internal applicant remains in the new position, he/she will be compensated at the rate of pay for the new position beginning with the first day of employment in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may, at the District's option, be filled with substitutes, temporary employees, or students.

Any individual, granted a position under this Article, electing to return to his/her former position under the terms of Section B, shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected employee.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of a quarter. In such instances, substitutes will be utilized to temporarily fill the position.
  
- D. Employees interested in being notified of vacancies which arise during the summer must submit a written request to the Superintendent by June 1.
  
- E. In the event an employee is temporarily reassigned for a period in excess of five (5) consecutive work days to substitute for an absent regular employee in a higher paying position, the reassigned employee will receive the higher rate of pay for the period of the assignment.

**ARTICLE 9 BUS RUN BID PROCEDURE**

Each year on the second Monday in August, or on an alternative date mutually agreeable to the parties, a bid meeting shall be conducted for purposes of selecting bus runs. Each driver shall have the opportunity to bid on a seniority basis for posted run combinations. Drivers must be present to bid on a run(s). Drivers not present will be assigned to available runs following completion of the bid meeting.

**ARTICLE 10 EXTRA TRIP ASSIGNMENTS**

- A. Drivers interested in extra trip assignments may signup on the extra-trip and extra-run roster(s) not later than the end of the first scheduled day of student instruction each year. Following the sign-up period, the names shall be placed in order of seniority as defined in Article 12, Section A.

Extra trip assignments shall be posted.

Extra trip assignments will be offered to drivers on a rotating basis.

- B. The layover rate specified in Article 22 will be paid during any required sit-time while on extra trips or during delays beyond the base pay period on a regular run and for required meetings.
- C. The extra trip rate shall be as specified in Article 22.
- D. The extra trip rosters will be utilized to rotate extra hours available during the summer.
- E. In the event no employee accepts the extra trip, the District reserves the right to assign the extra trip to the first employee originally in rotation for the assignment.

**ARTICLE 11 SUMMER SPECIAL PROJECTS LABOR POOL**

- A. School year employees who have an interest in working on special projects during the summer may sign up on the summer work rosters at the Superintendent's office not later than May 15 on any given year.
  
- B. Subsequent to May 15, the District will align the list of employees according to seniority within the employees' current classification. Available work for which the District elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the District will not be required to utilize an employee in rotation who is incapable of demonstrating he/she is qualified to perform the work in question.

Offers of summer work may range from less than a full day to a number of consecutive workdays. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.

An employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

- C. Employees performing summer work will be paid at \$7.00 per hour. Employees will not receive, accrue, or be eligible to utilize any other benefits.
  
- D. The following matters relating to the summer work pool are not subject to the grievance procedure:
  - 1. The determination of the District not to utilize the pool for certain special projects or work.
  - 2. The removal of an employee from the roster as provided in Section B.
  - 3. Any claim of benefit due or accrued other than a claim for wages due under Section C.
  - 4. Any claim by a fifty-two (52) week employee involving a loss of overtime or extra hours of work.

**ARTICLE 12 LAYOFF, RECALL AND SENIORITY**

A. **SENIORITY**

1. Seniority shall be defined as the length of continuous service to the district within the following classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:

Food Service  
Secretarial  
Paraprofessional  
Clerical Aides  
Lunchroom Aides/Playground Aides/Crossing Guards/Latchkey Aides  
Maintenance  
Custodial (including Project Person)  
Bus Drivers  
Student Supervisor (Hall Monitor)

Seniority shall accrue while on layoff, or while on unpaid personal illness leave as provided in Article 13, Section F.

An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior frozen classification.

Part-time employees, working a full year shall receive a full year of seniority credit.

All ties in seniority will be determined by drawing straws.

2. All newly-hired employees shall serve a sixty (60) workday probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

Probationary employees shall not be entitled to insurance benefits, leave days, or holidays; however, upon completion of the probationary period, the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned and vacation credit if applicable.

In the event a probationary employee is absent, the probationary period shall be extended accordingly.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

**ARTICLE 12 LAYOFF, RECALL AND SENIORITY** (continued)

**B. LAYOFF AND RECALL**

In the event of a layoff, the following procedure shall be utilized:

1. Reassignment within classification:

In the event a reduction in staff is implemented, employees in affected positions within the above referenced classifications, shall be reassigned to the position held by the least senior person within the classification working the same number of hours provided he/she is qualified. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person within the classification whose regular schedule of hours most closely coincides with the affected employee's former schedule of hours.

2. Reassignment to another classification:

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section B(1) who have frozen seniority within another classification as detailed in Section A(1). Reassignment in such instances will not be restricted to a position occupied by a person regularly scheduled to work the same or fewer hours.

**C. Employees scheduled to be laid off will receive ten (10) calendar day's notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppages.**

Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of twenty-four (24) months from the effective date of layoff.

Employees will receive a minimum of five (5) calendar day's notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Union and District.

### ARTICLE 13 PAID LEAVE DAYS

- A. Employees covered by this agreement will accrue one (1) sick leave day for each eighteen (18) days [twenty (20) days in the instance of fifty-two (52) week employees] worked. Unused days may accumulate to a maximum of one hundred fifty (150) days.

An employee utilizing sick leave days shall be considered continuously employed for purposes of computing benefits under this agreement.

Insurance benefits shall cease to be paid for eligible employees upon exhaustion of the employees' sick leave accumulation. Insurance benefits shall resume for the employee on the day the employee returns to work after his/her leave.

- B. Accumulated sick leave days may be utilized for the following reasons:

1. Illness of the employee including doctor and dentist appointments.
2. Up to three (3) days may be authorized for funeral and bereavement due to the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparent.  
Up to five (5) days may be authorized for funeral and bereavement due to the death of a spouse, child, stepchild, parent, grandchild, brothers, sisters, son-in-law and daughter-in-law.
3. Up to five (5) days per year may be authorized for illness in the immediate family. Immediate family shall be defined as spouse or child (including stepchild) or parents.
4. Additional day(s) may be granted under B(2) and B(3) at the discretion of the Superintendent or in his/her absence, the Superintendent's designee.

The Superintendent may authorize sick days in the event of an illness of a family member not covered under section B(3).

- C. Up to two (2) days will be allowed for personal business. The use of such day(s) is restricted to conducting activities, which cannot be scheduled outside of working hours. Such days shall not be permitted by way of illustration for recreational pursuits or seeking other employment.

One personal business day may be utilized each year to attend a funeral of an individual not specified in Article 13 (B) (2).

Unused personal business days over four will be added to an individual's sick leave accumulation at the end of each year.

At least seventy-two (72) hours' notice must be provided when requesting personal business days unless the employee can demonstrate an emergency condition exists under which the notice could not be provided.

**ARTICLE 13 PAID LEAVE DAYS** (continued)

- D. Workers' Compensation: An employee, absent from work due to a compensable injury who is collecting Worker's Compensation payments as provided by statute, will receive the difference between the payments provided by statute and the employee's regular daily wage provided the employee has sick leave accumulation available under Article 13(A). Such differential will be deducted from the employee's sick leave accumulation on a pro rata basis. Upon exhausting sick leave accumulation, the employee will only receive the payments provided by statute.
- E. Jury Duty: Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.
- F. Any employee whose personal illness (including Workers' Compensation) extends beyond the time compensated under Section A shall be placed on an unpaid leave.

The employee must provide a physician's statement reflecting the employee is unable to return to work. During the leave, the employee's position will be filled by a substitute. Upon notice from the employee's physician, that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position. Reinstatement rights are expressly limited to a period of two (2) years from the last day the employee received a paid sick leave day at which time further employment rights shall terminate.

## ARTICLE 14 UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application prior to the beginning of the requested leave, to the Superintendent, which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood that the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. The denial of a leave request is not subject to the grievance procedure.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to the substitute's position, provided the substitute has not earned enough employment credit weeks with the Perry Schools to require the payment of unemployment benefits to the substitute. If an unemployment liability exists, the employee scheduled to return from leave will be considered eligible for recall to vacancies in accordance with Article 12 section C.

The substitute will in such instances be considered a regular bargaining unit member effective with the first day following the last scheduled day of the regular employee's unpaid leave. The first day following the last scheduled day of the regular employee's unpaid leave will in such cases be considered the first day of the probationary period.

- D. Seniority shall not accrue during unpaid leaves of absence (excluding personal illness) in excess of fifteen (15) workdays in a fiscal year.



**ARTICLE 15 VACATIONS**

- A. Upon completion of one complete fiscal year of service (July 1 – June 30) all fifty-two (52) week employees will receive ten (10) full working days of vacation with pay.

Employees starting work during the fiscal year shall earn one (1) day of vacation for each complete month worked to the end of that fiscal year but not exceeding ten (10) days.

After five (5) years of service, one extra day of vacation for each year of service up to twenty days will be granted in accordance with the following schedule:

6 years . . . . . 11 days	11 years . . . . . 16 days
7 years . . . . . 12 days	12 years . . . . . 17 days
8 years . . . . . 13 days	13 years . . . . . 18 days
9 years . . . . . 14 days	14 years . . . . . 19 days
10 years . . . . . 15 days	15 years . . . . . 20 days

- B. A maximum of two (2) weeks vacation may be taken during the student school year.

Vacation requests shall be submitted to supervision prior to the ending of school in June or thirty (30) days prior to the period of time requested.

Supervision shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

No vacation pay will be allowed unless the vacation is taken.

- C. Upon approval of supervision, up to five (5) days of vacation may be carried into the succeeding fiscal year. (July 1 to June 30)

## ARTICLE 16 PAID HOLIDAYS

### A. General Provisions

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. An employee must work the entire last regularly scheduled work day preceding the holiday and the next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee is absent on an approved leave under Article 13(B) which is verified by a physician's statement or funeral documentation.
3. Probationary employees shall not be eligible for paid holidays.
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.

### B. Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix A.

## ARTICLE 17 SCHOOL CANCELLATIONS

A. In the event school is cancelled prior to the start of an employee's workday due to inclement weather or conditions not within the control of the District, the following procedures will apply:

1. Custodial and maintenance staff will report to work and will be paid at their regular rate for the day.

If road conditions are such that custodial and maintenance employees are unable to report for work, they shall be paid at their regular hourly rate. If an employee could report and fails to do so, he/she shall receive no pay for the hours.

2. Except as provided in Section 1 above, secretarial/clerical, aides, bus drivers and food service aides and Student Supervisor (Hall Monitor) employees shall not be required to report to work.

In the event the District is not required to make up such hours to receive State aid payments, employees will receive their regular rate of pay for the hours. If the District is required to make up the hours, no pay will be issued for the hours.

B. In the event school is cancelled after the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:

1. Custodial and maintenance employees shall remain on the job and will be paid at their regular rate of pay for the day.
2. Except as provided above in Section B. (1), aides, secretarial/clerical, bus drivers and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such hours are permitted to be counted as hours of student instruction for purposes of receiving State aid.

**ARTICLE 18 GENERAL PROVISIONS**

- A. Secretarial, food service and classroom/clerical aide employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute paid lunch. In consideration of the paid lunch period, it is expressly understood it may periodically be required to attend to work related matters during this period.

Other employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute unpaid lunch period.

Afternoon shift custodians who are required to work through their lunch period in whole or in part will be permitted to leave early at the end of the shift with supervisory approval.

Section A. shall have no application to bus drivers.

- B. Employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked.

Section B. shall have no application to bus drivers.

- C. 1. Custodial classification overtime shall be rotated district-wide within the custodial classification.

The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute a bona fide exception to the rotation system.

In the event no employee accepts the overtime, the District reserves the right to assign the overtime to the first employee originally in rotation for the assignment.

Custodial classification employees will be paid time and one-half (1½) for hours worked in excess of eight (8) hours per day.

2. Extra hours in the food service classification attributable to evening, weekend, summer activities or on unscheduled workdays during the school year, will be rotated district-wide within the food service classification.

In the event no employee accepts the extra hours, the District reserves the right to assign the extra hours to the first employee originally in rotation for the assignment.

3. Paid leave days and time authorized under this agreement will be counted as hours worked for purposes of computing overtime.

4. Board will comply with OSHA standards for lifting requirements for employees.

## ARTICLE 18 GENERAL PROVISIONS (continued)

- D. If an employee transfers to a position not within the bargaining unit, previously accrued seniority shall be frozen. Upon return to the bargaining unit, the employee will be credited for time spent outside of the bargaining unit for purposes of vacation and longevity where applicable.
- E. A minimum of one (1) hour's pay at the overtime rate, if applicable, will be given to bargaining unit employees performing weekend building checks authorized by the District.
- F. The District agrees to provide each employee including newly hired employees a copy of this agreement.
- G. In the event a new classification is established which the parties agree should be included within the bargaining unit, the District and Union will meet to negotiate the wages and other necessary provisions to incorporate the position into the agreement.
- H. In the event the Employer requires employees to wear uniforms, the uniforms will be paid for and replaced in accordance with a schedule determined by the Employer. Employees are responsible for the proper care and maintenance of work uniforms.
- I. Bus drivers covered by the agreement will obtain a physical examination to establish his or her continuing eligibility to serve as a bus driver as determined by the Department of Education. The Employer will designate a licensed physician to provide the examination at no cost to the employee. In the event the employee prefers to use other than the Employer's designated physician, the employee may utilize his/her own licensed physician and the Employer will reimburse the employee upon presentation of a receipt, an amount equal to the fee established by the Employer's physician.
- J. The Maintenance Engineer and Grounds/Maintenance Person will receive \$180 each contract year as a tool allowance.

## **ARTICLE 19 SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

## **ARTICLE 20 NO STRIKE CLAUSE**

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, 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, slowdown or stoppage of work, boycott, picket, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of section A.

## **ARTICLE 21 ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 22 WAGE RATES AND RELATED ISSUES**

A.

Custodial/Maintenance and Grounds/Maintenance Person		
Position	Probationary	Regular
Night and Day Custodian	10.39	14.31 05-06 14.77 06-07
* Night Lead Custodian	-----	-----
Maintenance Engineer	12.41	16.82 05-06 17.36 06-07
Grounds/Maintenance Person	10.48	14.38 05-06 14.84 06-07
<p>* The Night Lead Janitor at the High School and Middle School will receive an additional \$1.00 per hour. The Night Lead Janitor designated by the District at the Elementary Level will receive an additional 50¢ per hour.</p> <p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five (25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		

**ARTICLE 22 WAGE RATES AND RELATED ISSUES** (continued)

B.

Bus Drivers:		
Run Description	Probationary	Regular
Regular Hourly Runs	-----	14.48 05-06
		14.94 06-07
Extra Trip Rate	-----	14.48 05-06
		14.94 06-07
Layover Rate	-----	10.16 05-06
		10.48 06-07
<p>Drivers will be reimbursed for up to \$6.00 for lunch and \$8.75 for dinner on extra trips of five (5) or more hours duration provided the receipts are submitted for reimbursement within the same payroll period.</p> <p>In the event an overnight stay is required, the District will make the necessary arrangements for lodging.</p> <p>The District agrees to reimburse regular bus drivers for the cost of maintaining a commercial drivers license (C.D.L.) as long as the C.D.L. is required by the District or State in order to drive a bus.</p> <p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five (25) years of service employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		



**ARTICLE 22 WAGE RATES AND RELATED ISSUES** (continued)

C.

Secretarial:	Probationary	Regular
H. S. Principal's Secretary (43 week)	10.28	13.90 05-06 14.34 06-07
Asst. Principal's Secretary (42 week)	Same as above	
Middle School Principal's Secretary (42 week)	Same as above	
Elementary Principal's Secretary (42 week)	Same as above	
Athletic Director and Counseling Secretary (41 weeks)	Same as above	
<u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After Twenty-five (25) years of service, employees will receive an additional 5¢ per hour, for a total of 25¢ an hour.		

D.

Food Service:	Probationary	Regular
Head Cook	8.83	12.78 05-06 13.19 06-07
Assistant Cook	8.83	12.07 05-06 12.46 06-07
Kitchen Aide	8.13	11.57 05-06 11.94 06-07
<u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour for a total of 20¢ per hour. After twenty five (25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.		

**ARTICLE 22 WAGE RATES AND RELATED ISSUES** (continued)

E.

Paraprofessionals – There shall be four (4) areas of classifications for Paraprofessionals that work with students in the classrooms and the media centers in the district.	Probationary	Regular
<ul style="list-style-type: none"> <li>a. Classroom Paraprofessional – assigned to classrooms per Master Agreement with the Perry Board of Education and Perry Education Association.</li> <li>b. Title I Paraprofessionals work with the Title I teachers in providing remedial services for students.</li> <li>c. Shiawassee Regional Education Service District Paraprofessionals provide assistance and remedial services to students identified as special education students.</li> <li>d. Media center Paraprofessionals work with the Media Specialists in the district to assist with providing services to students and staff as they use the media center.</li> <li>e. Seniority shall be honored in all Paraprofessionals classifications and across Paraprofessional classifications.</li> </ul>	8.31	11.75 05-06 12.13 06-07
<p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five (25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		

F.

Clerical Aides	Probationary	Regular
	8.31	11.75 05-06 12.13 06-07
<p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five (25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		

**ARTICLE 22 WAGE RATES AND RELATED ISSUES** (continued)

G.

Student Supervisor ( Hall Monitor )	Probationary	Regular
	7.30	10.15 05-06 10.48 06-07
<p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five (25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		

H.

Lunchroom Aides, Latchkey Aides, Playground Aides, Crossing Guards:		
Placement of Employees	Probationary	Regular
Lunchroom Aides, Playground Aides, Crossing Guards	7.00	8.00 05-06 8.26 06-07
Anderson	N/A	9.55 05-06 9.85 06-07
Latch Key Aide	7.00	8.09 05-06 8.35 06-07
<p><u>Longevity Pay:</u> After ten (10) years of service, employees will receive an additional 10¢ per hour. After twenty (20) years of service, employees will receive an additional 10¢ per hour, for a total of 20¢ per hour. After twenty-five(25) years of service, employees will receive an additional 5¢ per hour for a total of 25¢ per hour.</p>		

**ARTICLE 22 WAGE RATES AND RELATED ISSUES** (continued)

H. Employees scheduled to work less than fifty-two (52) weeks per year may annually elect, on or before September 1, to receive their pay in twenty-six (26) equal pays. Election remains in effect unless employee elects a change on or before September 1 of each year.

I. Retroactive Payments

With respect to all retroactive payments, no retroactivity will be issued based upon negotiated adjustments in probationary wage rates. Such adjustments shall be prospective only from the date of Board ratification of this agreement.

No retroactive pay will be issued unless the employee is actively employed (including an approved leave of absence or layoff) on the date of ratification by the Board of Education or who have retired under the Michigan Public School Employee Retirement Act between the date of final tentative agreement and the date of Board ratification of this Agreement.

J. The District will pay contributions to the Michigan Public School Retirement.

K. Upon resignation from employment with the Perry Public Schools as a regular employee, the District agrees to pay the employee with a minimum of fifteen (15) years of service \$13.00 for each accumulated sick leave day.

In that this section describes what the parties believe to be the present statutory requirements for the District, it is included in this agreement only for informational purposes for the affected employees and accordingly, any alleged infraction of this provision is not subject to the grievance procedure detailed in Article 24. It is further understood that this section is not intended to expand upon or subtract from any statutory obligations of the District under the retirement act.

L. Paraprofessional employees will adhere to the NCLB (No Child Left Behind) guidelines.

## ARTICLE 23 INSURANCE

### A. General Provisions:

1. The District reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided that reasonably comparable coverage is maintained in the conversion.
2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claim disputes are, therefore, not subject to the grievance procedure.
3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
4. The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
5. Eligible dependents shall be the spouse of the insured employee, unless legally separated, and all unmarried dependent children from birth to age twenty-five ( 25). Eligible dependents shall be in compliance with insurance company guidelines and definitions.
6. Probationary employees shall be eligible for insurance benefits as soon as the insurance provider plan allows.
7. The insurance plan(s) outlined in this Article are intended solely to identify the general framework of available plans and shall not be deemed in any fashion to restrict the District's rights under Section A(1) of this Article.
8. Double coverage is prohibited. An employee eligible for health insurance benefits as defined herein shall not be eligible to enroll for District paid premiums for an insurance benefit if he/she is enrolled under another plan with the District (e.g. enrolled under spouses plan) or is enrolled in a plan through another employer where the enrollment is voluntary with the other employer.

ARTICLE 23 INSURANCE (continued)

- B. 1. Board will continue to pay the full insurance premium for each employee that qualifies for health insurance for the 2005-2006 year. For 2006-2007, AFSCME employees will be provided Group Insurance comparable to their current program at no cost to the employee.
2. EMPLOYEES HIRED AFTER JUNE 30, 1989: Employees hired within the following designated classifications, who are regularly scheduled to work at least thirty-five (35) hours per week, will receive District premium contributions toward the insurance plans outlined below in section C.
3. EMPLOYEES HIRED BEFORE JULY 1, 1989:
- a. Health Insurance: Employees in classifications designated as eligible for health insurance must be regularly scheduled to work at least thirty (30) hours per week to be eligible for District paid health care premiums.
  - b. Other Insurance Benefits: Employees in the classifications designated as eligible for certain other insurance benefits, who are regularly scheduled to work at least twenty (20) hours per week, will receive District paid premiums toward the plans outlined below in section C.

Any employee hired prior to July 1, 1989 who is receiving District paid insurance premiums for the plans designated below, and who is regularly scheduled to work less than twenty (20) hours per week, will continue to receive District premium contributions provided the employee does not fail to apply for and accept if offered, a job regularly scheduled to work in excess of twenty (20) hours per week within his/her assigned classification or another classification in which he/she has accumulated seniority under Article 12.

- C. 1. Custodial, Maintenance and Grounds/Maintenance Person:

Health (SET / SEG) or \$75/month(cash option )  
Long Term Disability  
50% of wages  
60 calendar day waiting period  
\$2,000 monthly maximum payment  
Dental (100/90/90)  
Vision (Equivalent to VSP3)  
\$20,000 Term Life (AD & D)

2. 42/43 Week Secretary:

Health (SET / SEG) or \$75/ month (cash option)  
Dental (100/90/90)  
\$20,000 Term Life (AD & D)  
Vision (Equivalent to VSP3)

3. Food Service:

Dental (60/50)  
\$10,000 Term Life (AD & D)  
\*Vision Policy (Equivalent to VSP3)

ARTICLE 23 INSURANCE (continued)

4. Classroom Paraprofessionals, Media Center Paraprofessionals, Clerical Aides,  
Dental (60/50)  
\$10,000 Term Life (AD & D)  
Vision Policy (Equivalent to VSP3)
  5. Bus Drivers:  
  
\$10,000 Term Life (AD & D)  
Vision Policy (Equivalent to VSP3)
- D. The District will continue to pay insurance premiums for employees in school-year positions during the summer months and for break periods during the school year.

## ARTICLE 24 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Union shall designate one steward per building to handle grievances at Level one.

- C. The term "days" as used herein shall mean calendar days.

- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. **Level One** - An employee alleging a violation of the express provisions of this contract shall, within ten (10) days of its occurrence or knowledge of its occurrence, orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The steward may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

**Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative which may include a representative of Council 25, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant and the Union representative.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the Union shall within thirty (30) days file a letter of intent to arbitrate with the Superintendent's office. The thirty (30) day period will be reduced to ten (10) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.



**ARTICLE 24 GRIEVANCE PROCEDURE** (continued)

**Level Three** - Within ten (10) days, the parties shall select an arbitrator from the following list. On alternating cases, the Union or District shall be the first to strike the name of an arbitrator. Each party will continue to alternately strike a name until one arbitrator's name remains. The arbitrator will then be jointly notified by the parties of selection and request available hearing dates.

- |                  |                       |
|------------------|-----------------------|
| 1. Mark Glazer   | 6. Elliot Beitner     |
| 2. Barry Brown   | 7. Benjamin Wolkinson |
| 3. David Borland | 8. David Tanzman      |
| 4. Elaine Frost  | 9. Kathleen Opperwall |
| 5. Ann Patton    | 10. Iidiko Knott      |

The names submitted will be restricted to those arbitrators on the grievance arbitration rosters of the American Arbitration Association or the Michigan Employment Relations Commission. Either party may replace a name(s) it submitted on the above list by placing the other party on written notice during the month of January in any given year, or if an arbitrator declines to continue on the panel or becomes incapacitated and cannot serve.

**F. General Arbitration Provisions:**

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent of mutual agreement between the parties.
3. The parties may mutually agree to an arbitrator outside of the list provided above.
4. The cost of the arbitrator shall be divided equally between the parties.
5. An award in any one case will not require retroactive adjustment in any other instances which are not in dispute in the case at hand.
6. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

**G. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:**

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Award compensatory or punitive damages.

**ARTICLE 24 GRIEVANCE PROCEDURE (continued)**

4. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
  5. Establish wage schedules.
  6. Rule on an issue involving employee evaluation.
- H. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance shall be barred.
- I. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
- J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this agreement, grievances are subject to the restrictions detailed in section F(2).

**ARTICLE 25 DRUG USE AND TESTING**

- A. No employee shall use or consume any alcohol or illegal drug for a consecutive period of six (6) hours prior to reporting for work, or during any work period.
- B. No employees shall use or consume any alcohol or illegal drug on employer/company property, including in vehicles.
- C. No employee shall commence a work assignment while impaired, or under the influence, or any alcohol or illegal drug.
- D. The Employer will only use credible testing programs, such as doctors or licensed medical facilities, for any required testing which could include testing of breath, urine, blood or saliva. Upon an initial test result indicating alcohol or illegal drug impairment or influence, a second, more sophisticated test could be requested for confirmation if such test were available.
- E. Failure of an employee to accept testing, when the Employer determines there is reasonable suspicion, shall result in termination.
- F. The Employer will not require such employee testing, except for employment applicants, without suspicion of such need.
- G. The Employer will pay for employees' time spent for directed testing, and the cost of testing. (Cost of second test will be paid for by employee.)
- H. Employee test results will remain confidential except when disclosure is necessary for hearings.
- I. In the event any employer alcohol or drug testing requirements conflict with local, state, or federal law, the applicable law shall take precedence.
- J. When an employee is tested for drugs, the doctor or clinic will save fifty percent (50%) of sample (either blood or urine) for future testing. Should the first test return positive, the tested employee may request that the second half of the specimen be tested by another lab. The results of the second test will be final and binding on all parties.

**ARTICLE 26 DURATION**

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, 2007. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before June 1, 2007.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the Chapter Chairperson with a copy to Michigan Council 25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, MI 48906; and if to the Employer, to Perry Public Schools, Perry, MI 48872, or to any such address as the Union or the Employer may make available to each other.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

In Witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY \_\_\_\_\_  
President of the Board

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

BY \_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Bargaining Committee

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Bargaining Committee

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Bargaining Committee

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Bargaining Committee

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Bargaining Committee

**APPENDIX A PAID HOLIDAYS (SEE ARTICLE 16 PAID HOLIDAYS)**

	Crossing Guards, Bus Drivers, Luncheon Aides, Playground Aides Latch Key Aides Foodservice Paraprofessional/ Clerical/ Hall Monitor/ Locker Room Aides Secretarial (42-43 week)	Grounds/ Maintenance Position, Custodial Staff, Maintenance Staff
July 4		√
@ Labor Day	√	√
Thanksgiving Day	√	√
Day after Thanksgiving	√	√
Day before or day after Christmas		√
Christmas Day	√	√
New Years Eve Day	√	√
New Years Day	√	√
* Presidents Day	√	√
* Good Friday	√	√
Memorial Day	√	√

@ Beginning in the fall of 2006, employees who report to work or participate in professional development activities before Labor Day, will receive Labor Day as a paid holiday.

\*In the event Good Friday or President's Day is scheduled day of student instruction, employees designated above to receive holiday pay will report for work and shall not receive holiday pay.

NOTE: 42, 43 and 52 week employees may use a business day to be absent on the Friday before Labor Day and still receive holiday pay.