AGREEMENT

BY AND BETWEEN

SWARTZ CREEK COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND THE

SWARTZ CREEK SCHOOL EMPLOYEES

LOCAL 3524

AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO

JULY 1, 2022 - JUNE 30, 2026

AMENDED ITEMS

062426 - Floater Bus Driver Position LOA

062426 - LOA AFSCME - SEASONAL HELP

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CONTRACT

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION AND THE SWARTZ CREEK SCHOOL EMPLOYEES LOCAL 3524 COUNCIL 25 AMERICAN FEDERATION STATE COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO

This agreement entered into this first day of July, 2022 (or upon ratification, whichever is later) by and between the Board of Education of the Swartz Creek Community School District, hereinafter called the Board and the Local Union 3524, affiliated with council 25 and chartered by the international of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the Employees, and the Union.

The parties recognize that the interest of the Swartz Creek Community Schools' students and citizens thereof, and job security of the employees depend upon the Board's success in establishing a proper service to the community.

The Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. It is mutually agreed that both parties subscribe to the concept of quality of work life. Quality of work life is the commitment to a group approach toward decision making in which all members are encouraged to participate in achieving and improving the educational goals of Swartz Creek Community Schools. It is a process which fosters mutual trust, honesty, integrity, personal growth in the work environment, and open communications.

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all maintenance workers, cooks, bus drivers, educational aides, food delivery drivers, cashiers, pool operator, media technician, clerical staff and secretaries, excluding supervisors, confidential employees, individual one-on-one student special education aides, paraprofessionals or individuals employed under short-term funding, as long as anyone hired under this clause will not be used to displace or replace any bargaining unit positions. This clause will grandparent union members hired prior to November 12, 1998 and all other employees as stated in the Certification of Representative, Case No. R73 B-45. It is understood that this language is not meant to supersede any rights provided to the Employer by Public Act 112 of 1994.

B. The Board agrees not to negotiate with any organization other than the AFSCME Union for the duration of this Agreement. The Board will not promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such groups or organizations for the purpose of undermining the Union.

C. Nothing contained herein shall be construed to deny or restrict any bargaining unit employee's rights they may have under the Revised School Code, or other applicable laws and regulations. The rights granted to bargaining unit employees hereunder shall be deemed to be in addition to those provided elsewhere.

D. To the best knowledge and belief of the parties, this contract contains no provisions which are contrary to Federal or state law or regulation. If any provision of this Agreement, at any time during its life, be in conflict with Federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

E. The Board and the Union recognize that the guidelines adopted by the State Board of Education regarding utilization of non-certified persons in elementary and secondary schools are appropriate and reasonable and mutually pledge to work within the framework of the guidelines.

ARTICLE 2

NEGOTIATION PROCEDURES

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached; excepting that, should any bargaining subjects previously deemed illegal or prohibited be found to be mandatory by a court of competent jurisdiction after all appeals have been exhausted, the parties will meet to bargain over the resurrected mandatory subjects.

B. By the end of February preceding the expiration of the contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of employees employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the District. Efforts will be made by both parties to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board or take any other lawful measures it may deem appropriate.

E. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this agreement. This paragraph is subject to provisions of Paragraph D above.

F. All Letters of Understanding shall be signed by the Board Representative, Local President, steward of affected unit(s) and Council Staff Representative.

G. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

H. The Board will provide twenty-five (25) hard copies of the Collective Bargaining Agreement to the Local and will also post a copy online for all employees.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Any employee(s) believing that there has been a violation, misinterpretation, or misapplication of any provision of this agreement relating to wages, hours, terms or conditions of employment, may process a grievance as hereinafter provided.

The term “days” as used throughout the grievance procedure shall mean working days unless otherwise specified. During times when school is not regularly in session it shall mean Central Office working days.

Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting and processing a grievance without intervention of the Union, provided that the adjustment is consistent with the terms of this agreement and the Union has been given the opportunity to be present at such adjustment.

B. 1. The Union shall designate in writing to the Board a steward from each department of employees represented and his/her alternate.

2. All stewards and/or alternates, including the Local President and chief negotiator, after following proper procedures, may process grievances without loss of time or pay.

C. Immediate supervisors designated for the grievance procedure are:

Director of Operations
Transportation Lead Secretary, Bus Driver, Maintenance Lead Secretary, Certified Skilled Trades Technician, Maintenance Technician, Delivery Driver. Skilled Trade, Warehouse Operator, Grounds/Maintenance, Educational Aide (Copy Center), Pool Operator.

Director of Food Services
Food Service Secretary, Cook Manager, Cook Assistant, Server-Cashier

Principal
Secretary Leads, Secretaries, Educational Aides, Media Technician

Director of Community Education
Secretary to Director

Director of Human Resources
Little Dragons Learning Center Lead, Secretary to Little Dragons Learning Center Lead, Educational Aides

Athletic Director
Secretary to Athletic Director

When a vacancy in a supervisory position(s) occurs, or the Board does not replace a position, the classifications covered under that title shall be designated to the Director of Human Resources.

D. A time extension, in writing, to resolve the grievance must be mutually agreed to by both parties.

Step 1. Except in a situation where the employee or the Union failed to have reason to know that a violation occurred, all grievances must be instituted within ten (10) working days after occurrence of the circumstances giving rise to the grievance. The alleged violation, misinterpretation or misapplication of the agreement shall first be discussed with the employee, steward, immediate supervisor or building principal. Grievance disputes concerning wages or fringes shall be filed at Step 3 of the grievance procedure.

Step 2. If, in the judgment of the employee or Union, the matter is not satisfactorily resolved in the informal discussion, the employee or the Union shall file within five (5) working days of the said discussion a grievance to the immediate supervisor on forms provided by the Union. The grievance shall list the specific contractual violation(s) and must include contract citations. The immediate supervisor shall communicate his/her disposition of the grievance in writing to the employee and the Union Representative(s) designated on the “Problem Form” within five (5) working days of receipt of the grievance.

Step 3. If not satisfied with the disposition at the step above, the grievant and the Union representatives, Council and Local, will, meet with the Director of Human Resources or designee within ten (10) working days, to mutually resolve the grievance. The Director of Human Resources will communicate the disposition of said grievance in writing to all parties within ten days of said meeting.

Step 4. a. If not satisfied with the disposition of the grievance at Step 3, the employee and Union may process the grievance to the Board within ten (10) working days of receipt of the disposition from the Director of Human Resources.

b. Nothing in this Article is designed to prevent informal contacts between the Board and the grievance committee of the Union in attempts to resolve the grievance.

c. Within fifteen (15) working days after the meeting, the Board shall pass upon the grievance. Its decision will be made in writing to the Union and to any specific employee involved.

Step 5. a. If the grievance remains unresolved after the Board has rendered its decision, it may be submitted for binding arbitration in accordance with the Uniform Arbitration Act at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Board within ten (10) working days from the date of the Board's (or committee thereof) written decision. Within ten (10) working days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Union or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association and the Uniform Arbitration Act. The case shall be heard and presented in accordance with the rules of the American Arbitration Association and the Uniform Arbitration Act.

b. The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing in accordance with the Uniform Arbitration Act. The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

E. CLAIMS FOR BACK PAY - All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed, except in a situation where the employee or the Union would not have reason to suspect the violation occurred.

a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.

b. No decision in any one case shall require a retroactive wage adjustment in any other case unless other cases were filed and pending on the representation case.

POWERS OF ARBITRATOR

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific Articles and sections of this agreement in accordance with the Uniform Arbitration Act.

A. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

B. He/she shall have no power to establish salary scales or change any salary.

C. He/she shall have no power to rule on the termination of services of or failure to re-employ any probationary employee except for legal Union activities.

D. In rendering decisions, the Arbitrator shall have due regard for the rights and responsibilities of the Union provided in this Agreement and for the rights and responsibilities of the Board, and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities except as those rights may be expressly conditioned by the Agreement. It being understood that any matter not specifically set forth herein remains within the reserved right of the Board.

E. If there is a question of the arbitrability it shall be resolved in accordance with the Uniform Arbitration Act.

F. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

G. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibility; subject to the final decision of the grievance.

H. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.

I. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to the Board level, the parties may, by mutual written agreement at that level, select one of the grievances as representative of the group. The remaining grievance(s) shall then be held in abeyance at the level while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance(s) held at the Board level.

ARTICLE 4

BOARD RIGHTS

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustrations and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces but not in conflict with the specific provisions of this contract.

2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, inclusive of subcontracting and use of volunteers. This Article will not be in conflict with the specific provisions of this contract.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.

4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.

5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.

6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, division or subdivisions, buildings or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operation, production, services, maintenance, or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.

8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.

10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 5

EMPLOYEE RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, or decline to do any of the same. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or non-membership in the Union, his/her participation or non-participation in any activities of the Union or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or condition of employment specified by this contract. By the end of February preceding the expiration of the contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of employees employed by the Board.

B. The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings in the same manner as the public. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.

C. The Board agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the District, tentative budgetary requirement and allocations and other information to assist the Union in developing an intelligent, accurate, and complete study in respect to hours, wages, and terms and conditions of employment, together with information which may be necessary for the Union to process any grievance, except as excluded by PERA or other applicable laws.

D. The Board shall not refuse any employee(s) from having Union representation at any meeting where disciplinary action could reasonably result.

    1. The Union agrees it will protect, indemnify, and save the Board harmless against any and all claims, demands, costs, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purposes of complying with this Article.

    2. The interpretations, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act.

    3. Any position to be eliminated shall first be discussed between the Board and the Union.

E. SENIORITY

1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment with the understanding that absences from work shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back ninety (90) working days from the day he or she completed the probationary period.

2. When more than one employee is hired on the same day, on or after this date, seniority will be determined by lottery.

3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except that the Board will have the right to discharge a probationary employee other than for Union activities without a grievance filed or processed.

4. Unless otherwise required by law, probationary employees shall be eligible for fringe benefits earned and provided for in this agreement only at the successful completion of their probationary period.

5. When an employee acquires seniority, his/her name shall be placed on the seniority list for his/her department in the order of his/her seniority. Any seniority date thus established for an employee is primarily for layoff and recall purposes and may or may not be identical to the employee's anniversary date or his/her date of continuous service, dependent upon attendant circumstance. Seniority lists will be available when requested.

6. Seniority shall be on a District wide basis within the individual's job classification. Employees moving from one job classification to another, shall retain District wide seniority accrued in any other classification or department but not transfer said classification into their new classification. Employees transferred within departments will carry seniority for pay purposes after the completion of the fifteen (15) working day trial period in the new classification.

    a. In the event a seniority position or run within the bargaining unit is eliminated, the lowest senior person in the classification for which the elimination was held, shall be laid off and the work shall be redistributed to keep the senior employee whole in wages, hours, and benefits.

7. An employee will lose his/her seniority for the following reasons:

    a. Employee quits or retires
    b. Employee is discharged and the discharge is not reversed.
    c. Employee is absent for three (3) working days without notifying his/her supervisor. Exceptions to this rule may be made by the Superintendent.
    d. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
    e. If the employee overstays by three (3) working days, a leave of absence granted for any reason, unless an extension has been granted. Exceptions, to this rule, may be made by the Superintendent.

8. All employees' positions which are protected by the provisions of Article 15 and 16 shall be filled on a temporary assignment made by the Board up to the length of time the position is protected.

9. In the event an employee is transferred from one classification to another for any reason, that employee, so transferred, following the fifteen (15) working day trial period as provided in Article 12, will establish a transfer. The employee, so transferred, will retain service in his/her former classification.

10. a. The Board agrees to post and update annually, on or about January 1st, a seniority list by job classification seniority and bargaining unit seniority. An employee's standing on the published list will be final unless protested to the Board's Human Resources Office not later than ten (10) working days after the list has been posted on the mutually agreed upon building bulletin boards unless the affected employee was not scheduled to work during the posting period.

    b. The Board will furnish the name, starting date and regular hours of any new employee to the Union's secretary-treasurer.

ARTICLE 6

REPRESENTATION

A. Released time will be granted for negotiations for members of the Union on specific occasions when it is mutually agreed upon by the Union and the Board as being necessary and in the best interest of the District and the Union.

B. Those released shall be the chief negotiator and one member representing each of the five (5) groups: Transportation, maintenance personnel, cafeteria personnel, educational aides, and secretaries.

C. There shall be five (5) representative departments within the bargaining unit consisting of the following:

1. Maintenance Department - 1 Steward
2. Transportation Department - 1 Steward
3. Cafeteria Department - 1 Steward
4. Educational Aides Department - 1 Steward
5. Secretarial Department - 1 Steward

Stewards and alternate stewards in each department shall represent all the employees working in that department. The Union will furnish the Board with the names of its stewards and alternates not later than October 15th of such changes as may occur from time to time in such personnel. In addition to the above, a Local President will be selected and designated to the Board.

D. In the handling of a grievance or work related problem, if it becomes necessary for a steward to leave his/her work, he/she shall first notify his/her supervisor or principal. The steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; this will be done as expediently and with as little interruption of work as possible. Any abuse will be grounds for disciplinary action.

E. If a steward is required to go to another building other than his/her own in handling a grievance, the principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.

F. There will be a recognized bargaining committee of five (5) representatives as referred to in Paragraph B, above, and the Local President. This committee will negotiate contracts and supplemental agreements conditioned on the authorization granted in Article 2, Paragraph C. This committee will function without loss of time or pay in carrying out its duties. Upon proper notification, the Council 25 representatives and/or State representative may be in attendance.

G. Except as set forth above, no steward or any other employees shall be granted time off for the purpose of handling Union matters or affairs unless specific permission, in writing, has been granted by the Director of Human Resources.

H. The Local President will be released on an as needed basis for the purpose of administering this agreement as determined necessary by the Director of Human Resources.

ARTICLE 7

NON-DISCRIMINATION

Nothing contained in this Agreement shall be construed to deny or restrict any bargaining unit employee's rights they may have under the Revised School Code, or other applicable laws.

ARTICLE 8

DISCIPLINE, SUSPENSION OR DISCHARGE

A. The discipline, suspension or discharge of any probationary employee except for Union activity, shall not be covered by this Article and shall not be subject to a grievance.

B. Seniority employees shall be disciplined, suspended or discharged for just cause only.

C. In imposing discipline, suspension or discharge of a seniority employee, the supervisor will follow the principle of progressive procedures as follows:

1st Offense	Oral warning
2nd Offense	Written reprimand
3rd Offense	One day suspension without pay
4th Offense	One week suspension without pay
5th Offense	Suspension discharge

Discipline may be initiated at a higher level for just cause. The degree of discipline administered by the Board in a particular case shall be reasonably related to the seriousness of the proven offense.

D. The Board may discipline employees for failure to follow reasonable rules and regulations. The Board shall apply all reasonable rules, orders, and penalties evenhandedly, without discrimination.

E. Discipline will be retained in the personnel file.

F. In cases of discharge and suspension, the grievance procedure shall begin at Step 3.

G. The Board shall not refuse any employee(s) from having Union representation at any meeting which could reasonably lead to disciplinary action.

ARTICLE 9

PHYSICAL EXAMINATIONS

A. Employees may be requested and must submit to a medical fitness examination paid for by the Board.

B. BUS DRIVER PHYSICAL EXAMINATION: In the month of August, prior to the start of school each year, a physical examination shall be required. The cost of the examinations will be the responsibility of the Board and must be provided through the District-sponsored clinic in the month of August.

ARTICLE 10

ABSENCE FROM JOB

A. Notification of absence shall be given at least one hour prior to employee's start of shift time whenever possible. The Board will provide call in numbers for bargaining unit members.

B. If at any time an employee is going to be late or needs to leave for a portion of a shift, the employee shall notify the building administrator or, in the absence of the administrator, the employee shall notify the immediate supervisor when school is in session. Failure to comply with the Board's absence policies, may result in disciplinary action.

ARTICLE 11

INCLEMENT WEATHER/SCHOOL CLOSURE

A. The Union recognizes that the responsibility for determining whether or not school shall be in session during inclement weather rests solely with the Superintendent. When school is closed due to inclement weather, fires, epidemics, mechanical breakdown or health conditions, union members, excluding maintenance personnel and Little Dragons Learning Center workers, shall not be required to report for work unless so directed by the building principal or immediate supervisor.

   In the event school is canceled AFTER the employees scheduled start time and employee reports to work, said employee will receive two (2) hours of straight time pay for showing up to work.

   Pay received for inclement weather days shall be considered as compensation for any days that are required by the state to be added at the end of the school year. Employees will be paid for the first six (6) days each school year.

B. Should a less than 52 week employee request a personal day or a sick day and school is canceled because of inclement weather, that employee shall receive inclement weather pay and not be charged with the deduction of a personal or sick day up to the number of paid inclement weather days enumerated in Paragraph A above. After the allotted number of inclement weather days enumerated in Paragraph A above, any employee who requests a sick or personal day and school is canceled due to inclement weather will not be paid or charged a sick or personal day.

C. If additional days with students in attendance are added to the calendar at the end of the school year due to State requirements, and employees have not received inclement weather pay, employees shall be paid for the added days and time.

D. Employees who are unable to report because of inclement weather when school(s) are in session shall be allowed to use personal leave days.

ARTICLE 12

TRANSFERS, PROMOTIONS AND NEW POSITIONS

A. TRANSFER

There are five (5) classifications of employees in the AFSCME bargaining unit. They are: Maintenance, Transportation (Bus Drivers), Educational Aides, Cafeteria Workers, and Secretaries.

Each classification is comprised of different pay levels.

1. A transfer is defined as a change of work assignment or location within the same or lower salary level within the same classification. A transfer shall not include an employee who obtains a second work assignment with the District in addition to the original assignment; a second work assignment shall be addressed as a “new hire” for purposes of probationary time.

2. Transfers will be based upon the employee’s ability to meet the job qualifications, ability to perform the job, seniority and other relevant factors.

3. Employees transferred may be required to complete a trial period of fifteen (15) work days. The employee shall have the option to revert back to his/her former classification and a letter of explanation shall be submitted to the Board during his/her fifteen (15) work day trial period.

4. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.

5. Employees may be involuntarily transferred by the Board to a position outside the bargaining unit for a period not to exceed six (6) months. His/her seniority will continue to accumulate and his/her fringe benefits shall continue as per this agreement.

6. Employees accepting a position outside the bargaining unit will have his/her seniority frozen until completion of their probationary period as determined by the Board or its designee. At the completion of their probationary period all seniority rights in the bargaining unit shall be terminated.

7. Employees temporarily transferred to a lower classification shall be paid at their regular rate. Employees temporarily working in a higher classification shall be paid at the rate of the higher classification.

8. The Board shall have the right to use a substitute and will only make transfers on an emergency basis within the classification on a temporary basis of sixty (60) working days without posting the open position, except for Transportation. Any positions created by an employee on leave, that knowingly will be open for more than sixty (60) working days, will be posted and filled as provided in Article 12. If an employee cannot be obtained, a substitute may be hired. Employees affected will be given the opportunity to transfer on the basis of ability and seniority, except for Transportation.

9. Postings in the summer will be posted online for a period of 10 (ten) calendar days. Copies will be sent to the Local President, Chief Steward, and all classification stewards of the Union. Individuals who wish to be considered for a posting may do so in writing via email, US mail, or by bringing in a letter of interest to the Central Office.

10. A vacancy is defined as an opening created by an employee leaving the employment of the District due to resignation, discharge, retirement or death.

    If the Board determines the position necessary, the vacancy will be posted and filled per contractual language.

    Vacancies within the bargaining unit will be posted within a reasonable length of time but not later than ten (10) calendar days of the receipt of the vacancy. The vacancy will be posted for a period of nine (9) calendar days and filled within sixteen (16) calendar days after the posting period ends. A shorter posting time may be mutually agreed upon.

11. Posting of a vacancy may be waived by mutual consent of the Board and the Union

12. If a temporary position becomes permanent, it shall be posted according to Paragraph #10.

B. PROMOTIONS

A promotion is an upward change in an open job classification within the bargaining unit, which results in additional compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving over time or shift premium pay. Employee(s) interested in a promotional position shall apply within the above stated posting periods to be considered for the promotion.

1. The Board will screen all applicants to select the finalists to be interviewed. If deemed necessary by the Board, an interview and test will be conducted to determine the final applicant's ability to meet the demands and responsibilities of the open position. Factors considered will be demonstrated proficiencies, knowledge, experience, skills, abilities and special qualifications. Based upon these factors the final decision for placement rests with the Board or its designee.

   The following procedures will be followed in awarding the position:
   a. The employee in the same classification who best meets the job qualifications.
   b. The employee in another classification who best meets the job qualifications.
   c. In the selection, seniority shall govern if all factors are equal.
   d. If the most senior employee is not selected, he/she shall be notified of the reason in writing from the Human Resources Director.

2. The applicant who meets the qualifications set forth and is selected by the Board or its designee for said position shall be given a fifteen (15) work day trial period.

3. During the fifteen (15) work day trial period, the employee shall have the opportunity to revert back to his/her former position and a letter of explanation shall be submitted to the Board. If at any time during the trial period, the Board believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former position and notice of such action shall be submitted to the Local President, in writing, with a copy to the employee. In the event the said individual is reverted to his/her former position for reasons other than his/her own desire, he/she will be given the reasons in writing by the Board and in the event that the employee disagrees with the reason, the matter shall be a proper subject for the grievance procedure. The employee returned to his/her former position shall retain salary and seniority status as previously enjoyed before the promotions.

   An employee moving to another position of greater responsibility must demonstrate the ability to perform responsibilities of such a position by successfully passing tests or competencies related to the demands of the desired position.

4. Promotions to positions outside the bargaining unit shall be covered by the above provisions except that the trial period shall be determined by the Board or its designee.

C. NEW POSITIONS

When a new position within the bargaining unit is created which cannot be properly placed into an existing classification, the Board, upon determining the requirements thereof, shall post the same for nine (9) days upon the bulletin board along with the proposed pay rate. If the Union objects to the pay rate and/or classification, it may notify the administration within five (5) working days after such posting and a meeting will be arranged whereby the parties shall negotiate the pay rate and/or classification.

D. LEAD SECRETARY (LEVEL 1) PLACEMENT

It is understood that upon a vacancy for any Level 1 Lead Secretary position, the Board will have the unencumbered right to fill the position at their discretion. AFSCME Local 3524 employees who meet the minimum qualifications for the position will be afforded an interview for the job. While the Board will afford qualified candidates an interview for the job, bargaining unit members do not have any contractual rights to placement into this position.

ARTICLE 13

REDUCTION IN STAFF

A. Before the Board makes any reduction in personnel, hours or runs because of finances or student enrollment, it will first consult with the Union regarding the effects of such reductions.

B. Layoff and recall of employees shall be by job classification seniority and the following order shall be followed. A reduction of hours does not constitute a layoff.

1. Temporary employees
2. Probationary employees
3. When more than one employee is hired on the same day, seniority shall be determined by the original lottery, except in Transportation.
4. An employee on scheduled layoff shall have the right to displace an employee with lesser seniority in the same job classification.
5. The employee removed from that classification will be returned to his/her former classification, providing he/she has sufficient service to displace the employee in his/her former classification with less service time [The employee(s) bumped may then exercise their seniority right].
6. Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.
7. Employees hired under Federal or State Job Training programs shall be laid off before any regular employee and shall be subject to recall only for a period equal to the time employed under the Job Training Program.

C. The order of recalling the laid off employee shall be in the reverse order in which the employees are laid off.

D. Laid off seniority employees shall be recalled to their job classification equal to or higher in number of hours or rate to the job from which he/she was laid off. Failure to take such offered work shall result in loss of seniority and termination.

E. Notices of recall shall be sent by certified or registered mail and email to the employee's last known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current email address**,** current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive working days of receipt of such notice and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this agreement.

F. All employees on lay-off shall be notified at their last known address by U.S. mail of openings within the bargaining unit and those interested must respond by the closing date of the posting for consideration.

G. Employees on lay-off shall be afforded the opportunity to substitute if they so desire and shall be paid the regular substitute rate.

H. Employees seniority at the time of lay-off shall be frozen after one year of lay-off.

I. When on lay-off, an employee (when permitted by the insurance company and the Consolidated Omnibus Budget Reconciliation Act of 1985) may continue insurance benefits providing the District with a check or money order for the proper amount made out to the insurance company involved.

J. Employees who have a direct role in processing grievances shall be retained in their classification during layoffs, regardless of seniority. A list of those employees will be provided annually by the Union.

K. If a layoff would affect an employee on leave, sick or personal, that employee's seniority shall also be frozen. Employees on sick or personal leave shall be covered by Article 13 Reduction in Staff.

L. If a reduction or increase in hours assigned to a specific position(s) becomes necessary, employees will be reduced/increased within classification. If the position(s) affected are reduced/increased by more than thirty (30) minutes, employees may exercise his/her seniority to displace the least senior employee in the District within his/her job classification whose assignment is equal to, but not more than his/her present position.

M. Volunteers, co-op and student assistants shall not be used to displace AFSCME employees from existing positions when there are Union employees on layoff.

ARTICLE 14

JURY DUTY AND COURT SERVICE

A. When an employee is called for jury service, or to serve as a witness in a court action not involving the Board, he/she shall give the Board proper notice and the Board will reimburse the employee for the difference between his/her regular pay and the amount he/she receives for court services except that amount received for mileage.

B. When an employee is subpoenaed to serve as a witness in court action representing the Board, such service will be included in his/her regular assignment. Any remuneration resulting from court service will be returned to the Board with the understanding that the employee will be paid his/her regular wage or court service, whichever is greater. Any expense for meals and/or mileage shall be returned to the employee.

C. Persons serving a half day or less of jury duty will be expected to report to work for half of their assignment on that day. Persons serving more than a half day will not be expected to report for work on that day.

ARTICLE 15

LEAVES OF ABSENCE

A. A leave of absence shall be without pay unless otherwise specified.

B. 1. Unless otherwise required by law, all requests for leaves of absence by all employees must be in writing and filed at the Board offices with the Director of Human Resources or designee.
2. Unless otherwise prohibited or excused by law, all circumstances pertaining to the leave and return to the position will be stated in writing prior to the time the leave is granted.

C. Unless otherwise required by law, leaves of absence must be approved by the Superintendent. Leaves for any other reason than those required by law will be considered on an individual basis.

D. Employees on a leave of absence for other than military service will not receive year-of-service credit on the salary scale for the period of the leave unless otherwise required by law.

E. Unless otherwise required by law, employees on approved leaves of absence shall continue to accrue seniority for a period of one year but will not accumulate seniority for purposes of qualifying for salary increments, longevity or fringe benefits which are afforded employees with higher seniority. However, an employee on an approved leave shall use or retain accumulated sick leave days in accordance with the law. When a request for leave is granted by the Superintendent, an employee (when permitted by the insurance company and COBRA) may continue insurance benefits by providing the Board or the insurance company, whichever is appropriate, with a money order for the proper amount made out to the insurance company involved to pay for all fringe benefits he/she wishes to keep in effect.

The Board of Education will pay fringe benefits during leaves of absence if required by law.

F. Except in emergency situations or as required by law, any employee desiring a leave of absence shall make the request to the Director of Human Services at least thirty (30) calendar days prior to the beginning of the period for which the leave is to be granted. Those wishing to return from a leave of absence shall provide the District with notice no less than thirty (30) calendar days prior to the employee's projected return date. Those who have taken a leave of absence for a reason related to the employee's mental or physical well-being shall provide the District with a return to work release from the appropriate treating professional indicating the employee may perform the essential job functions, with or without reasonable accommodation.

G. 1. A one year leave of absence granted to an employee to recover from an injury or illness shall normally not be extended beyond an additional six (6) month period. Each consecutive leave shall require approval by the Superintendent. Failure by the employee to request an extension on or before the leave expires shall constitute a voluntary quit. Exceptions may be granted by the Superintendent in extraordinary situations.
2. A one year leave of personal absence may be granted to an employee.
3. Seniority shall be frozen after the first year of a personal leave.
4. Personal leave because of immediate family medical reasons shall be treated as a sick leave for the purposes of seniority only.

H. No regular employee forfeits accumulated leave days during approved leave of absence periods. Neither shall he/she earn any on an unpaid leave. However, the employee shall not be eligible to use sick or personal business days while on leave of absence unless approved by the District. Paid leave shall run concurrently with FMLA, ADA, LTD, or Worker's Compensation leave at the District's discretion.

I. Any seniority employee by request will be granted an adoptive leave of absence in accordance with the FMLA.

J. LEAVES FOR JOB TRAINING
    1. Persons assigned to on job training programs by the District shall not retain seniority beyond the number of months they were in the job training program after they cease to be on in the program.

K. LEAVES FOR PUBLIC OR UNION OFFICE
    1. Any seniority employee elected to public office shall be granted a leave of absence without pay for the period of his first term of active service in such elected office, provided that the term is no longer than three (3) years.
    2. Annually, one (1) member of the Union who has been elected to a local Union position or selected by the Union to do work which takes him/her from his employment, shall, upon written request of the Union to the Board, receive a leave of absence without pay. Two (2) consecutive years of leave, renewable annually, shall be granted in instances where appropriate. If the leave of absence exceeds two (2) years, but is not more than three (3) years, the employee will be assigned to the first job available for which he/she is qualified and in accordance with the recall provisions of Article 13. The Union shall repay all wages, taxes, and retirement costs incurred by the District in connection with this subsection.

L. UNION CONVENTIONS
    1. Up to two (2) members of the Union elected to attend an AFSCME convention shall be allowed a maximum of seven (7) work days each released annually without pay. The Union shall repay all wages, taxes, and retirement costs incurred by the District in connection with this subsection.
    2. Notification of election results will be presented, in writing, to the Director of Human Resources or designee within five (5) working days of the action taken by the membership.

M. SEMINARS AND CONFERENCES
    1. Up to two (2) members of the Union elected to attend a seminar or conference shall be allowed a maximum of five (5) work days each per year with pay. The Union shall repay all wages, taxes, and retirement costs incurred by the District in connection with this subsection.

ARTICLE 16

USE OF SICK TIME

A. Sick time shall be granted annually to each regular employee of the Swartz Creek Community Schools as follows, with unlimited accumulation:

    1. All AFSCME Local 3524 Employees will be granted (12) sick days
    2. Part-time and half-time employees will receive the same number of days, prorated to the number of hours worked in a normal work day.

    Employees cannot combine classifications for determination of sick time to be granted.

B. An employee may use three (3) of his/her accumulated sick time annually for personal business by notifying his/her supervisor by noon of the preceding day (except in emergencies) with the exceptions listed below:

    1. Last day students are in session before a break
    2. First day students are in session after a break
    3. First and last weeks of school
    4. Outside employment

    Exceptions may be granted upon prior application to the Superintendent. Such personal days shall be credited at the beginning of the employee's work year.

    Sick days shall not be used for vacation or recreational purposes. An employee abusing such sick time may face disciplinary action.

C. Accrued sick days shall be credited to each employee on July 1st of each year.

    If death occurs to an employee while on active duty with the District, payment will be made to the heir of the employee for all of the deceased employee's unused accumulated sick time at the regular hourly or daily rate.

D. Employees will not receive compensation for any absence not covered by FMLA accrued sick time or personal business time.

E. Accumulated sick time shall be used only for personal illness (including pregnancy), death in immediate family, illness in immediate family and doctor or dentist appointments of the employee. Accumulated sick time shall be used on a basis in conjunction with FMLA leave, workers' compensation, ADA, other applicable leaves of absence, and Long Term Disability to continue the employee's wage at his/her normal rate until all days are used. Exceptions shall require approval of the Superintendent or his/her designee.

F. After the second working day of a personal illness absence, a doctor's written statement shall be presented to the immediate supervisor at the request of the District. Such a statement should indicate the nature and estimated duration of the illness. Upon the employee's return to work after an illness of more than two (2) days duration or which raises questions about the employee's ability to perform their essential job functions, a statement shall be submitted from the doctor certifying that the employee is capable of returning to work, with or without reasonable accommodations.

G. When a person has used all his/her accumulated sick time, he/she may be placed on a leave of absence for the duration of the illness not to exceed one calendar year. Extensions may be granted by the Superintendent up to one (1) year. When an employee is placed on a leave of absence by the Superintendent after using all accumulated sick time, the District shall continue to pay for all existing fringe benefits for a period of six (6) months beyond the month the leave is granted or to June 30th of the leave year, whichever comes first. When on sick leave, an employee (when permitted by the insurance company and COBRA) may continue insurance benefits by a money order for the proper amount made out to the District. Any employee on sick leave shall return to his/her regular position if available and/or required by law. Seniority shall continue to accumulate on a Board-approved sick leave of absence.

H. A leave of absence for an employee with a physical or mental disability may be granted at the Superintendent's discretion, in keeping with applicable laws.

I. On the date that an employee's resignation or termination is accepted by the Board or its designee, and thereby becomes effective, all accumulated leave shall be automatically terminated.

J. At the time of retirement employees shall receive 50% of their daily rate (not to exceed $50) per day for any unused sick days up to a maximum of 110 days. For the retirement benefit, the employee must have worked a minimum of 10 years for the District. Employees hired on or before 2002, shall receive 50% of their daily rate (not to exceed $60) per day for any unused sick days up to a maximum of 110 days.

K. FMLA, MATERNITY OR ADOPTION LEAVE ADDED LANGUAGE

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with unpaid, job-protected leave for specified family and medical reasons. Eligible employees may take up to twelve (12) weeks of leave during a twelve (12) month period for one or more of the following reasons:

1. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child;
2. To care for a spouse, son, daughter, or parent who has a serious health condition including incapacity due to pregnancy and for prenatal medical care;
3. For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Leave for prenatal and/or postnatal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.

Family Medical Leave Act “FMLA” requests will be granted within the framework of the law. It is the responsibility of the employee to file said request in a timely manner.

L. ABSENCE FOR ILLNESS

In cases where a pattern of absences is noticeable, or the District has reason to question the absence, a doctor’s statement certifying illness or injury may be required.

ARTICLE 17

PAID BEREAVEMENT LEAVE

A. For the purpose of this agreement, the immediate family shall be defined as employee or spouse's child, foster child, parent, step parent, grandparents of either spouse, brother, sister, grand child, mother-in-law, father-in-law, and spouse, and any individual living in the employee's immediate household. Any exceptions to the foregoing may be granted upon approval of the Superintendent or his/her designee.

B. Up to three (3) working days, four (4) at the option of the Superintendent or his/her designee, per death, are allowed if the death is in the immediate family. One (1) additional day will be allowed in those instances of delay of the funeral or of the need to travel over 100 miles. If an additional day is needed it will be allowed to be taken from sick days.

C. One (1) work day is allowed to attend the funeral of a close relative, defined as a relative who is no more than three steps removed and who has a personal relationship with the employee. Additional days, if needed, shall be granted at the discretion of the Superintendent.

ARTICLE 18

PAYROLL DEDUCTIONS

A. LEGALLY REQUIRED DEDUCTIONS

1. Deductions for federal withholding tax, social security, purposes of Public Act 152 of 2011, as amended, and Michigan income tax shall be made from each employee's salary beginning with the date of his/her employment as required by law.
2. Mandatory retirement deductions.

B. VOLUNTARY DEDUCTIONS

1. Health insurance options. Deductions are made the second payroll of each month.
2. Other deductions as approved by the Union and Board.
3. Tax deferred annuities as approved by the Board.

C. ABSENCE FROM WORK

Any absence not covered by sick time, personal business time, or other approved paid time off, will be unpaid.

ARTICLE 19

WORKER'S COMPENSATION

A. Worker's Compensation shall be paid in accordance with the Worker's Compensation Act and rules established by the Board's insurance carrier.

B. According to this Act, no compensation shall be paid until after the seventh calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Worker's Compensation Act.

C. An employee who has unused sick time may choose to receive only the Worker's Compensation, in which event, no charge will be made against his/her accrued sick time.

D. Payment for accrued sick time and Worker's Compensation shall not exceed the regularly scheduled daily wage. Charges against accrued sick time will be made in the same ratio as sick time pay is to regular daily wage.

E. An employee who has unused sick time may choose to use it and receive his/her regular daily wages. On or after the eighth calendar day of the injury, the portion of his/her daily wage covered by compensation funds shall not be charged against his/her accrued sick time. After all sick time has been used, the employee shall receive only the Worker's Compensation.

F. Each employee is responsible for completing all incident/accident reports as soon as possible after any occupational injury and signing a certificate outlining details of the injury in so far as practical.

G. Time lost from work the day of the accident and day after the accident (if the accident is the cause of the time off) shall be paid and not charged to sick time, unless the employee is returned to work by a medical professional.

ARTICLE 20

SALARY INCREMENTS

A. All steps on the salary schedule shall be considered to be annual increment increases, given July 1st which shall be done automatically in so far as possible, except as constrained by Public Act 54 of 2011.

ARTICLE 21

LONGEVITY

A. An employee of the bargaining unit shall receive longevity compensation at the rate of $50 for each year after reaching ten (10) years service, up to and including thirty (30) years of service.

B. Twelve (12) month employees will receive longevity pay the last pay day in June.

C. Less than twelve month employees will receive longevity pay on the last pay day received during the fiscal year.

D. Leave of absence time other than sick leave time that is more than thirty (30) days shall not count toward longevity service unless required by law.

E. Unless otherwise required by law, an employee absent from work more than 50% of assigned workdays, other than Superintendent approved paid leave, shall lose that year's $50 compensation. Sick days, personal days, and vacation days will not be used in calculating days absent.

ARTICLE 22

FULL-TIME EMPLOYEES

A. All employees are defined as:

1. Full-time - is 7.25 hours or greater per day
2. Part-time - is less than 7.25 hours per day
3. Employees cannot combine classifications to acquire full time employment status.

Unless required by law, part-time employees shall receive no fringe benefits except: Sick days, personal days and holidays based on their hours of work.

ARTICLE 23

HOLIDAYS

A. The following shall be considered as paid holidays for purposes of this agreement:

12 MONTH EMPLOYEES (46 Work Weeks or More)	SCHOOL YEAR EMPLOYEES Less Than 46 Work Weeks)
New Year's Eve	New Year's Eve
New Years Day	New Years Day
MLK Day	MLK Day
President's Weekend *(when adopted by Board)*	President's Weekend *(when adopted by Board)*
Good Friday	Good Friday
Monday of Spring Break	Monday of Spring Break
Memorial Day	Memorial Day
July 4th	Labor Day
Labor Day	Day Before Thanksgiving
Day Before Thanksgiving	Thanksgiving Day
Thanksgiving Day	Day After Thanksgiving
Day After Thanksgiving	Christmas Eve
Christmas Eve	Christmas Day
Christmas Day	

Any of the above days occurring on a Saturday or Sunday or when school is in session on Good Friday shall be rescheduled for compensation by mutual consent. Two days compensatory time shall be given all employees in the event Presidents' weekend is not scheduled. Compensatory time shall be taken in accordance with rules promulgated under the Fair Labor Standards Act, and shall only be taken at times that are mutually convenient to the Board or designee and the employee, when substitute coverage can be obtained.

B. All employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.

C. Salary for holidays shall be paid when the last scheduled work day preceding and the first school work day succeeding the holiday is worked. If the employee who has accumulated sick days indicated that an illness was the cause of such absence, the employee shall furnish a doctor's statement certifying the illness within five (5) days after such absence, if requested by the appropriate supervisor or designee of the Board. School year employees must be in attendance on the Friday prior to Labor Day and the Tuesday following Labor Day to receive holiday pay.

D. Employees called in to work on a holiday will be paid double time for the time worked.

ARTICLE 24

VACATIONS

A. Secretary Vacations
   1. Current (at ratification of this agreement) 12-Month Employees (46 Work Weeks or More) in the secretary classification hired on or before 2002 will be provided twenty (20) vacation days to be used at a mutually beneficial time between the supervisor and employee. This benefit will expire upon the employee retiring or resigning from the District.

   2. Current (at ratification of this agreement) 12-Month Employees (46 Work Weeks or More) in the secretary classification hired after 2002 will be provided paid vacation days during spring break, winter break, Thanksgiving break, and any professional development days for teachers as well as an additional five (5) days to be used at a mutually beneficial time between the supervisor and employee.

   3. Current School-Year Employees (Less than 46 Work Weeks) in the secretary classification will be provided five (5) paid vacation days to be used at a mutually beneficial time between the supervisor and employee.

B. Maintenance Vacations
   1. 12-Month Employees (46 Work Weeks or More) in the maintenance classification will be provided vacation days according to the chart below and be used at a mutually beneficial time between the supervisor and employee.

0-5 Years of Maintenance Service	5 Days
6-10 Years of Maintenance Service	10 Days
11+ Years of Maintenance Service	20 Days

C. 12- Month Employees (46 Work Weeks or More) that work during times when school is not in session will have the opportunity to take vacation days equal to the number of days worked, at other times during the year mutually agreed upon between the employee and the supervisor.

D. If an employee is laid off, retires or becomes incapacitated, he/she will receive any unused vacation credit, including (on a prorated basis) any that might have been accrued in the current fiscal year. Other terminations of employment will cause forfeiture of all vacation benefits earned during that fiscal year.

E. Employees eligible for vacation benefits shall be paid vacation days on the basis of their rate per hour and hours per day of their regularly scheduled work day.

F. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. Insofar as it is possible within this limitation, vacations shall be scheduled at a time mutually satisfactory between the employee and the Director of Human Resources or designee. Preference shall be afforded to employees on a seniority basis.

   It shall be the practice to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Employees shall place requests for vacation time at least ten (10) days prior to expected vacation. Exceptions to this time limit may be granted by the Director of Human Resources or designee. Building principals and immediate supervisors (see Article 3 for supervisory designations) shall approve or disapprove requests as soon as feasible.

G. When a designated holiday is observed by the Board on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day. During Christmas and Easter break, a Union employee may choose to take a personal day or vacation day preceding or succeeding a holiday, providing school is not in session, without loss of holiday pay.

H. A vacation may not be waived by an employee and extra pay received for working during that period.

I. If an employee becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and he/she is under the care of a licensed physician, his/her vacation will be rescheduled whenever possible, providing it does not create a hardship for the remaining work force and work assignments. In the event his/her incapacity continues through the fiscal year, he/she will be awarded payment in lieu of his/her earned vacation.

ARTICLE 25

INSURANCE BENEFITS

A. MEDICAL

1. Beginning January 1, 2018 (or the date of implementation, whichever occurs last), to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make contributions for health insurance for all eligible Employees (so long as they are not receiving cash-in-lieu) and their eligible dependents, for the chosen insurance plan in a combined monthly amount not to exceed the following, paid per eligible Employee:

   Subject to Public Act 54 of 2011, the amounts shall be adjusted at the beginning of each medical benefit plan coverage year in an amount allowed pursuant to Public Act 152 of 2011. If the cost of the insurance or the increase in the PA 152 hard-cap exceeds Ten Percent (10%) of the preceding year's hard-cap, the Parties shall meet to select an alternative insurance product. The Parties may exercise all rights under the Public Employment Relations Act in selecting an alternative insurance product.

   The Medical Benefit Plan shall be:

   See Plan Documents Available at the Human Resources Office for details.

   The Board shall be the policy holder of the Medical Benefit Plan.

   The Board's medical benefit plan cost contribution shall first be applied to insurance premiums, then to any remaining medical benefit plan costs noted within PA 152 (including any health related taxes, fees, or penalties), in an amount not to exceed the monthly per employee cap.

   The Medical Benefit Plan shall conform to all requirements of the PPACA and PA 152; including any requirements necessary to avoid penalties, taxes, fees, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, fees, or other liabilities chargeable to the Board. Any changes made shall be the minimum necessary to avoid penalties, taxes, fees, or other liabilities under PA 152 or the PPACA. The Board shall consult with the Union prior to making any changes.

   All Board contributions and payments shall comply with all applicable state and federal laws or become void.

2. For those eligible employees choosing to forego medical insurance, the Board shall pay the employee $3500.00 per year, spread over ten (10) monthly payments of $350 which shall be paid on the first pay of the month (September through June), in a manner which complies with the Internal Revenue Code and which does not result in penalties, taxes, or costs to the District. Employees opting for "cash in lieu" of medical insurance must also comply with District annual reporting requirements by certifying that they have adequate health care coverage.

3. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Board will payroll deduct in two (2) equal payments per month.

   To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay the Board's contribution. The Board shall have the right to make deduction of any amounts due from the Employee's wages, and shall be held harmless from any liability arising from the deduction.

4. Employees who have access to another Employee's Board-funded insurance shall not be eligible for separate Board-provided health insurance. Exceptions shall be made for employees who are less than twenty-six (26) years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board-funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

5. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

6. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within thirty-one (31) days of any termination of their employment status.

7. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance contributions and/or cash in lieu payments shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

8. The Board reserves the right to change the identity of the insurance carrier, policyholder, underwriter, or third-party administrator for any and all of the above overages upon advance notice to the Union and provided that comparable or better benefits are maintained. The Board agrees not to change the identity of the insurance carrier, policyholder, underwriter, or third-party administrator if the change will result in higher insurance premiums or higher co-pays/deductibles.

9. The Board shall not be required to remit premiums for any insurance coverage on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

10. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the medical benefit plan contributions indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to Public Act 54 of 2011 or the requirements of this Article).

11. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

12. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 90th working day since hire. Those employees opting to take cash-in-lieu shall not be eligible for Board paid medical benefit plan contributions. An Employee shall be eligible for Board paid medical benefit plan contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District).

13. The "medical benefit plan coverage year" shall run from January 1st to December 31st of each school year.

B. LIFE INSURANCE

$20,000 convertible group-term life insurance coverage with the Board’s approved carrier.

C. DENTAL INSURANCE

Dental insurance coverage for full-time employees without coordination of benefits shall be provided dental care for full family coverage on an 80-80-80 plan. Coordination of benefits will be paid at an 80% rate for the primary enrollee and 20% of the secondary enrollee, up to $1,000 per year/per person limit. Orthodontic services shall be limited to a $1200 lifetime maximum. Major services shall be limited to a combined annual maximum of $1,000 per year/per person total benefit. Specific insurance coverage plan details will be accessible via the District website (**www.swartzcreek.org**).

For half-time employees, coverage shall be provided on a subscriber only basis in accordance with the above specification when available to the Board.

D. VISION INSURANCE

The Board will provide vision care for all full-time employees and their eligible dependents. Specific insurance coverage plan details will be accessible via the District website (**www.swartzcreek.org**).

E. LONG TERM DISABILITY INSURANCE

All full-time employees shall be provided long term disability with the following specifications:

1. 66 2/3% of basic monthly wages to a maximum benefit of $3,000 per month, with a monthly max of $4500, sufficient to meet the 66 2/3% guarantee.
2. Waiting period of not less than ninety (90) calendar days or accumulated sick leave, whichever is greater.
3. Pre-existing conditions to be covered without restriction.
4. Rehabilitation clause – Alcohol/Drug and Mental/Nervous – two (2) year limitation paid in full.
5. If an employee has MESSA Choices (or equivalent) coverage through the District at the time of their LTD, if approved by MESSA, monthly premiums will be paid by the carrier for the duration of their LTD claim, up to eighteen (18) months.

ARTICLE 26

SHIFT PREMIUM AND SPECIALIZED PROVISIONS

A. All regular full-time second or third shift employees will receive shift premiums.

B. TEMPORARY ASSIGNMENT – Any full-time employee assigned to second or third shifts will be eligible for shift premium.

C. RATE – An additional twenty-five (25) cents per hour will be paid to those assigned to the second shift and an additional thirty (30) cents per hour will be paid to the third shift.

D. For the purpose of establishing the work day, 5:00 a.m. is to be considered as the starting point. The first shift is any shift that regularly starts at 5:00 a.m. or later. The second shift shall have an established starting time of 3:00 p.m. The third shift shall have an established starting time of 10:30 p.m. For purposes of shift premium, any employee working 50% or more of his/her time during the hours established for shift purposes shall be paid the premium rate established for that shift.

   Little Dragons Learning Center employees must work an eight (8) hour shift to be eligible for the shift premium rate.

E. There shall be a specified starting time for a full-time regular employee for each shift. The starting time may be changed when necessary to maintain continuity of operations. A change in shift time will be posted the preceding Friday before the scheduled work week that requires a time change. Part-time employees are not subject to this provision.

F. ON-CALL PROVISION

   1. The Board will arrange for employees to be available for on-call duties on weekends throughout the school year on a rotational basis. Any employee who is placed on the calendar for on-call duty will be expected to be on-call from 3:00 pm on Friday through 6:00am on Monday morning. The employee scheduled for on-call duty will be paid $40 for each weekend they are on the calendar regardless of whether they are called in or not. In the event the employee is called in to work he/she shall be paid time and one half for all hours worked in addition to the weekend stipend. No employee will be scheduled for more than two (2) weekends in a calendar month.

G. SECRETARY PROVISIONS

   1. The secretarial work day is eight (8) hours including the lunch period, if such lunch period is spent at the school. It is understood that under this plan, the secretary is on call during the lunch period in emergencies. (If the secretary desires and is authorized by the building principal to regularly leave the building for this lunch period, he/she will be expected to extend his/her work day by the amount of time he/she is away from the building). The building principal will make every effort, within reason, to ensure a duty free lunch period of at least thirty (30) minutes. The Board may hire up to two (2) part-time secretaries. In the event a current secretary is displaced into a part-time position, the employee will not lose any current benefits.

2. When a substitute is needed for a secretary, an aide in that school may substitute. Educational aides substituting for a secretary at the request of the building principal shall be paid at the rate of the Step 1 salary of the person for whom they are substituting.

H. EDUCATIONAL AIDE PROVISION

1. Building principals shall make every effort to assure educational aides are responsible for a reasonable number of students while supervising the playground, alternative to suspension rooms, or study rooms.

I. FOOD SERVICE PROVISIONS

1. Personnel acting as a temporary manager will receive cook manager rate by seniority when serving in that capacity for one half day or more.

2. If food needs to be taken care of on an inclement weather day, a minimum of two (2) hours shall be allowed. Employees will be paid time and one half their regular wage for the time they work during an inclement weather day.

3. Cafeteria employees shall be moved up to the next higher position during absences.

J. MAINTENANCE PROVISIONS

1. The maintenance work day is eight (8) hours, five (5) days a week, plus a half (.5) hour unpaid lunch period.

K. ADDITIONAL BENEFITS AND REIMBURSEMENTS

1. A work break of fifteen (15) minutes will be scheduled by the administration during each four (4) hour period.

2. A clothing allowance of $40 each year shall be paid to each aide who is working outside as of October 15th. No allowance shall be made for those hired after October 15th each year.

3. If an employee is required to use his/her own vehicle to perform his/her assigned duties, he/she shall receive a mileage allowance at the rate of current District rate, pursuant to the Board Policy.

ARTICLE 27

OVERTIME

A. With the exception of scheduled ten (10) hour days, all hours over eight (8) per day or forty (40) per week will receive overtime rates.

B. Rate will be figured at time and one-half (1.5) in accordance with the Fair Labor Standards Act.

C. Monday is considered the first day of the week.

D. Except in the case of emergencies, all overtime will be assigned by the immediate supervisor.

E. If more hours of work are approved by the Director of Human Resources in an individual school, with the permission of the principal, employees may have a chance to work longer hours.

F. An employee reporting for duty which is outside of and not continuous with their regular working hours, shall receive pay for the actual time worked at time and one-half (1.5) their regular rate of pay, or a minimum of two (2) hours pay at straight time hourly rate, whichever is the greater.

G. EQUALIZATION OF OVERTIME HOURS

1. Overtime hours shall be rotated by seniority as equally as possible among those employees in the same building or work site and classification. Overtime extra Transportation runs shall be rotated as equally as possible by seniority and among those employees in the same classification.

2. For the purpose of this section, when the employee does not choose to work, he/she will be charged the number of overtime hours of the employee(s) working during that overtime assignment, for tracking purposes only.

ARTICLE 28

SALARY SCALES

All compensation pay rates in this Article are considered hourly rate of pay.

EDUCATIONAL AIDE PAY SCHEDULE FOR 2022-23 AND 23-24 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	EDUCATIONAL AIDE (CHILD CARE LICENSEE)	$12.75	$13.25	$13.75	$14.25
2	EDUCATIONAL AIDE	$11.25	$11.50	$11.75	$12.25
**CURRENT EDUCATIONAL AIDE EMPLOYEES WILL START ON THE NEXT STEP OF THEIR SCALE. EDUCATIONAL AIDE EMPLOYEES ON CURRENT YEAR 3 AND BEYOND WILL START ON STEP 4 FOR THE 2022-23 SY.*					
**ATTENDANCE, LIBRARY, CENTRAL OFFICE COPY ROOM, MEDIA TECHNICIAN, BEFORE & AFTER SCHOOL EDUCATIONAL AIDES ARE ALL NOW CLASSIFIED AS EDUCATIONAL AIDES*					
EDUCATIONAL AIDE PAY SCHEDULE FOR 2024-25 AND 25-26 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	EDUCATIONAL AIDE (CHILD CARE LICENSEE)	$13.25	$13.75	$14.25	$14.75
2	EDUCATIONAL AIDE	$12.00	$12.50	$12.75	$13.00

SECRETARY PAY SCHEDULE FOR 2022-23 AND 23-24 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	LEAD SECRETARY	$19.00	$20.00	$21.00	$22.00
2	SECRETARY	$14.00	$15.50	$16.50	$18.00
** ALL CURRENT SECRETARY EMPLOYEES WILL START ON THE NEXT STEP OF THEIR SCALE. ALL SECRETARY EMPLOYEES ON CURRENT YEAR 3 AND BEYOND WILL START ON STEP 4 FOR THE 2022-23 SY.*					
** PRINCIPAL, ASSISTANT PRINCIPAL, ATHLETIC DIRECTOR, AND COUNSELING SECRETARIES ARE ALL NOW INCLUDED AS SECRETARIES*					
**LITTLE DRAGONS LEAD, OPERATIONS LEAD, TRANSPORTATION LEAD, SCMS LEAD, AND SCHS LEAD WILL ALL NOW BE CONSIDERED LEAD SECRETARIES.*					
SECRETARY PAY SCHEDULE FOR 2024-25 AND 25-26 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	LEAD SECRETARY	$19.50	$20.50	$21.50	$22.50
2	SECRETARY	$14.50	$16.00	$17.00	$18.50

MAINTENANCE PAY SCHEDULE FOR 2022-23 AND 23-24 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	CERTIFIED SKILLED TRADES TECHNICIAN	$22.25	$23.75	$25.25	$27.00
2	MAINTENANCE TECHNICIAN	$15.25	$16.75	$18.25	$21.00
3	DELIVERY DRIVER	$12.00	$12.50	$13.00	$13.50
** ALL CURRENT MAINTENANCE EMPLOYEES WILL START ON THE NEXT STEP OF THEIR SCALE. ALL MAINTENANCE EMPLOYEES ON CURRENT STEP 3 AND BEYOND WILL START ON STEP 4 FOR THE 2022-23 SY.*					
**WAREHOUSE OPERATOR, GROUNDS MAINTENANCE TECHNICIAN, AND SKILLED TRADES ARE NOW RECLASSIFIED AS A MAINTENANCE TECHNICIAN*					
MAINTENANCE PAY SCHEDULE FOR 2024-25 AND 25-26 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	CERTIFIED SKILLED TRADES TECHNICIAN	$22.50	$24.00	$25.50	$27.25
2	MAINTENANCE TECHNICIAN	$15.75	$17.25	$18.75	$21.50
3	DELIVERY DRIVER	$12.25	$12.75	$13.25	$13.75

CAFETERIA PAY SCHEDULE FOR 2022-23 AND 23-24 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	COOK MANAGER	$14.25	$14.75	$15.25	$15.75
2	COOK ASSISTANT	$13.25	$13.75	$14.25	$14.75
3	SERVER-CASHIER	$12.25	$12.75	$13.25	$13.75
** ALL CURRENT FOOD SERVICE EMPLOYEES WILL START ON STEP ONE FOR THE 2022-23 SY*					
CAFETERIA PAY SCHEDULE FOR 2024-25 AND 25-26 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	COOK MANAGER	$14.50	$15.00	$15.50	$16.00
2	COOK ASSISTANT	$13.50	$14.00	$14.50	$15.00
3	SERVER-CASHIER	$12.50	$13.00	$13.50	$14.00

TRANSPORTATION PAY SCHEDULE FOR 2022-23 AND 23-24 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	BUS DRIVER DRIVING	$23.00	$23.25	$23.50	$23.75
2	BUS DRIVER - TRAINER	$21.00	$21.00	$21.00	$21.00
3	BUS DRIVER - NON-DRIVING (SIT TIME)*	$13.00	$13.00	$13.00	$13.00
4	BUS DRIVER - IN TRAINING (NEW DRIVER)	$12.00	$12.00	$12.00	$12.00
** ALL CURRENT TRANSPORTATION EMPLOYEES WILL START ON STEP ONE FOR THE 2022-23 SY*					
**LEVEL 3 NON-DRIVING (SIT TIME) RATE APPLIES TO IN-SERVICE TRAINING, PROFESSIONAL DEVELOPMENT WORKSHOPS, WORKING ON MAPS AND SEATING CHART ADJUSTMENTS.*					
TRANSPORTATION PAY SCHEDULE FOR 2024-25 AND 25-26 SCHOOL YEARS					
LEVEL	**CLASSIFICATION**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**
1	BUS DRIVER DRIVING	$23.50	$23.75	$24.00	$24.25
2	BUS DRIVER - TRAINER	$21.50	$21.50	$21.50	$21.50
3	BUS DRIVER - NON-DRIVING (SIT TIME)*	$13.50	$13.50	$13.50	$13.50
4	BUS DRIVER - IN TRAINING (NEW DRIVER)	$12.50	$12.50	$12.50	$12.50
**LEVEL 3 NON-DRIVING (SIT TIME) RATE APPLIES TO IN-SERVICE TRAINING, PROFESSIONAL DEVELOPMENT WORKSHOPS, WORKING ON MAPS AND SEATING CHART ADJUSTMENTS.*					

STAFF RETENTION PAYMENT

Upon ratification of this agreement, all AFSCME Local 3524 Members will receive a $1200 staff retention payment to be paid in July 2022.

ARTICLE 29

WORK STANDARDS

A. Work standards shall be established by the Board and its administrators. When a dispute arises regarding work standards or job requirements, the complaint shall be taken up with the immediate supervisor who will attempt to resolve it.

B. After the supervisor has had reasonable time to consider the complaint, he/she shall give his/her answer within two (2) working days after being requested by the Union representative to do so.

   Failure to resolve the dispute will result in the complaint being processed through the grievance procedure.

C. In the event the disputed job standard is resolved at some subsequent step in the grievance procedure, it shall be reduced to writing and signed by a representative of each party and the agreement shall be binding on both parties.

D. Job descriptions are maintained by the District for informational purposes only, and may be changed from time to time. The District will consult with the Union on any changes.

ARTICLE 30

TRANSPORTATION

A. DEFINITIONS

1. Run - the actual daily path of travel from an approved bus facility school from the first pick-up point to a final delivery point during a normal time slot.

2. Emergency Time
   a. Standby in case of possible need of driver or bus when not assigned to a regular run.
   b. Completing the run of another driver due to a bus breakdown starting with the time he/she starts the emergency run to when he/she returns to the bus lot.
   c. Breakdown or weather conditions beyond the normal time slot for those runs.
   d. Emergency Time pay will be paid at the drivers hourly driving rate.

3. Extra Trip
   a. Consist of athletic, field or community education activities. Coaches and/or other members of the athletic staff will be allowed the use of the van for practice sessions, including scrimmages when twelve (12) or less students are participating. All other transportation for athletic events will be provided by Swartz Creek bus drivers when seven (7) or more students are participating except for golf, bowling, and tennis which will be at the discretion of the Board. The Board may use charter buses for special events. The use of charter buses is understood to be the exception rather than the norm.
   b. If the driver returns home between the beginning and end of the trip, then payment will be made only for the time the driver is involved with the activity.
   c. Employees shall be paid a minimum of $10.00 for all trip runs which are canceled without at least two (2) hours notice to the driver.

   d. Extra trips will be selected by seniority drivers from a volunteer list on a rotating basis. Those seniority drivers who have placed their names on the volunteer list may accept extra trips so long as the selection does not place the driver in an overtime situation. Trips not taken by seniority drivers will be assigned to substitute drivers, if a substitute driver is available. If there is no substitute driver available, the District Board will mandate that the lowest seniority driver accept the run.
   e. Once all non-overtime extra trips have been selected, overtime extra trips will be assigned in accordance with Article 27.
   f. Employees will be paid the “BUS DRIVER DRIVING” rate, for the hours that they drive during a trip, and the “BUS DRIVER - NON-DRIVING TRIP” rate, for the hours where they are idle and not physically driving the bus.

4. Training of new drivers - positions to be posted.

5. Drivers must be actively engaged and present during in-service training to be paid.

6. Summer Driving
   a. Summer driving shall be on a volunteer basis from a sign-up sheet posted prior to the end of the school year.

7. Driving on Early Release Days
   a. On early release days, those drivers who hold a dual classification will drive bus while being paid their highest hourly wage earnings for the day.
   b. If the Board is not able to cover both positions, drivers may be forced to work in the cafeteria. This will be done on a rotating basis.

8. 3-Month Transportation Revisitation
   a. The employer agrees to revisit the transportation changes set forth in this agreement with AFSCME Local 3524 in November 2022, and February 2023 to discuss any adjustments that may need to be made and then reflected in a letter of agreement.

B. WORKING HOURS

1. Employees shall report for work allowing sufficient time for proper warm-up and preparation of their vehicles and to leave the parking area in time to meet their scheduled requirements. Employees will be paid a minimum of fifteen (15) minutes for their pre-trip preparations.

2. Employees shall remain, after completing any run or trip, long enough to properly complete any operation details such as refueling, cleaning buses, closing windows, etc. Employees will be paid a minimum of fifteen (15) minutes for their post-trip procedures.

C. RUN SELECTION

1. Prior to the start of each school year, a committee of the bus driver's Union leadership and the Director of Operations or designee shall meet at the earliest possible date to consult on bus runs and packages for the year. The Director of Human Resources and the AFSCME staff representative shall serve in an ex-officio capacity to the committee.

2. Each driver, according to seniority, will be provided a choice of separate runs prior to the start of each school year.

   Those drivers on sick leave presenting a doctor's statement on the day of or prior to the day of choosing runs, that indicates the date they may return to work, will be allowed to choose runs. However, drivers who are on sick leave and who are not able to furnish a doctor's statement showing the date of return, shall not be allowed to choose runs until such time as they are physically able to resume their full duties as a bus driver.

3. In the event two (2) or more persons are hired on the same day seniority ranking shall be determined by the last four (4) digits of the employee's social security number. Lowest being first in seniority and continuing in ascending order.

4. Posting of bus schedules will be prior to start of school. Each driver will be notified as to the date to report for choosing of runs. If a driver is unavailable, then another driver should be designated to make the choice.

   A.M. secondary runs and P.M. secondary runs will be chosen individually, with the understanding that the P.M. secondary runs will be in the same district as the elementary

runs.

5. Drivers desiring to drop runs shall do so only at the following times:
   a. Anytime during the year with a ten (10) day notice.
   b. Regular drivers must be available and willing to take the dropped run if a driver desires to drop a part of his/her daily run schedule.
   c. Elementary runs, K-5, are to be picked up only as a combination pick up and take home. P.M. K-5 may be dropped after school has started the same as included in (b) above.

6. If a driver drops an individual run after the start of school, then that driver will not be allowed to pick up additional runs in that time slot for the remainder of that year. Kindergarten runs, for the purpose of this Article, shall be considered a separate time slot.

7. Individual runs which are dropped or additional runs added after the start of school will be picked up according to seniority on the rotating basis. If all drivers turn them down, then they will be assigned in available time slots in the reverse order of regular driver's seniority.

8. If a driver terminates his/her employment, then that full set of runs will be offered to a regular driver starting each time at the top of the seniority list.

   Termination is defined as the resignation, discharge, retirement, or death of the employee.

9. Other openings will be filled by using the following procedure:
   a. 7:00 a.m. and 2:00 p.m. runs will be filled with a regular driver, if available. If no drivers are available, substitutes will be used.
   b. 8:00 a.m., 3:30 p.m. and Kindergarten runs will be filled with seniority drivers, on a rotation basis, who have signed up on the substitute list.
   c. If an employee receives an assignment on a substitute basis, that employee remains on those runs until the regular driver returns. If a substitute is sick, upon return the substitute will go back to that position until the regular driver returns.
   d. The most senior driver will return to the top of the list when available.
   e. No employee will be eligible for any substitute driving duties if the employee has not signed up on the substitute list.

10. If runs are split or combined during the school year, those drivers whose runs are affected will have their choice according to seniority level.

11. Adjustments to runs, either equalization of students and/or miles, will be made as soon as practical but no later than the fourth (4th) Friday after the start of school.

D. BOARD APPROVED LEAVES

According to seniority, drivers will fill in during an extended leave or illness of over five (5) days and will keep that run until the regular assigned driver returns.

E. COMPENSATION PROVISIONS

1. It is understood that the AFSCME/Board Contract does not apply to substitutes. However, it is also understood that no substitute driver will make more money per hour than 1st year regular drivers.

2. It is understood that after 5:00 p.m. on Fridays and also on Saturdays and Sundays, drivers shall be compensated at the weekend trip rate which adds $1.00 per hour to their rate of pay.

3. A meal allowance not to exceed $10.00 with receipt shall be paid when weekend trips and extra trips are over the meal period and the trip is less than eight (8) hours in duration. If the trip is eight (8) hours or more in duration, then a maximum of $20.00 will be reimbursed with receipt.

4. When a conference pertaining to student discipline is required by the supervisor or principal, the driver shall be paid emergency time pay for any time the conference requires. If directed to do so by a supervisor and/or designee, the driver will also be paid emergency time pay for any verified time spent viewing videos or calling parents.

ARTICLE 31

OTHER PROVISIONS

A. DRUG FREE SCHOOLS

"The Swartz Creek Board of Education and AFSCME Local 3524 are concerned with the well-being of the employees and the need to maintain employee productivity and the successful accomplishment of providing education and support to the students of the Swartz Creek Community schools. Moreover, the Board of Education and AFSCME Local 3524 recognize that employees serve as role models to students. Substance abuse by employees constitutes a grave threat to their physical and mental well-being, significantly impedes their work objectives and job performance, and is a detriment to their effectiveness as a positive role model. Accordingly, it is the policy of the Board of Education to implement a drug prevention program and to prohibit the unlawful possession, use, distribution being under the influence of illicit drugs and alcohol by all employees on school premises or as part of any school business, activity or function pursuant to Public Law 101-226, otherwise known as the Drug-Free Schools and Communities Act Amendments of 1989, 20 USC S 3171 et seq., and its promulgated regulation, 34 CFR Part 86. Board Policy 4116.3P"

B. USE OF INTOXICANTS/ILLICIT DRUGS

The use of intoxicating liquors during working hours, drinking alcoholic beverages on school property or being under the influence of intoxicants on school property or during working hours is strictly forbidden. Failure to comply with these regulations shall subject the employee to the penalty of indefinite suspension or dismissal from the employment of the Board of Education. Board of Education Employees are expected to conduct themselves in an exemplary manner at all times during working hours.

C. USE OF BARGAINING UNIT MEMBERS FOR SUMMER WORK

Board and Union agree as follows:

When additional Board-paid help is needed for summer work, bargaining unit employees shall have first opportunity for these positions.

The Board shall have discretion to determine whether to use substitutes for absent bargaining unit members in the summer and to determine whether additional Board-paid help is needed for summer work normally performed by bargaining unit members. In the event substitutes or additional Board-paid help are used:

a. Five (5) such positions will be reserved for bargaining unit members who have previously expressed a desire to work that summer.

b. Such positions will be offered to non-bargaining unit members who are not working in such positions who have previously expressed a desire to work that summer decline offers to work in such positions or cannot be contacted when the

positions are offered.

c. The Board will have the discretion, using prior experience, seniority and qualifications, to select which bargaining unit members should be retained for such positions. Union agrees that the Board's selection decision will not be grieved unless it is arbitrary and capricious and clearly an abuse of discretion.

Bargaining unit members employed in such positions shall be paid at the substitute rate.

D. DIRECTOR OF OPERATIONS WORK

Board and Union agree that the Director of Operations may occasionally need to perform operations and maintenance work (such as snow plowing) that is also performed by union employees. The Director of Operations has the authority and ability to perform this work, providing all employees in the affected classifications have been asked to work and/or are working. The Director of Operations will not perform work that he/she is unqualified or untrained to perform. It is mutually understood that this section is not intended to replace or eliminate bargaining unit positions, but to create an opportunity for additional support in occasional times of need.

ARTICLE 32

TERMINATION & MODIFICATION

This agreement shall continue in full force and effect until the first (1st) day of July, 2026.

5/4/22
Superintendent Date

Jaquita McCrory 5-23-22
AFSCME Staff Representative Date

5/5/22
Board President Date

5-23-22
AFSCME President Date

Jun 9, 2026

LETTER OF AGREEMENT

BETWEEN THE

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION

AND THE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AFL-CIO

RE: Establishment of Floater Bus Driver Position

This Letter of Agreement (LOA) is entered into between the Swartz Creek Community Schools Board of Education (hereinafter referred to as the "District") and the AFSCME Local 3624 (hereinafter referred to as the "Union").

The District and the Union mutually agree to the establishment and implementation of a **Floater Bus Driver** position within the transportation department classification under the following terms and conditions:

1. **Position Posting & Selection:**
   - The Floater Bus Driver position will be formally posted in accordance with the bidding and posting provisions outlined in the current collective bargaining agreement.
   - Eligible members within the bargaining unit may bid on this position based on seniority and qualifications.
2. **Compensation and Benefits:**
   - The Floater Bus Driver position shall be paid at the **Step 1 Driver Rate** as set forth in the current AFSCME salary schedule.
   - This position will receive all standard contractually specified benefits, protections, and leaves associated with a regular driver classification, subject to fulfillment of scheduled hourly thresholds.
3. **Duties and Expectations:**
   - The Floater Bus Driver will not have a permanent, regular daily route assignment.
   - The individual in this position will be utilized to cover unassigned routes, driver absences, field trips, special education runs, or other emergent transportation needs as directed by the Transportation Supervisor or District administration.
   - On days when no driving assignments are available, the Floater Bus Driver may be assigned alternative duties within the transportation department or standard operational support as appropriate.
4. **Duration and Precedent:**
   - This agreement is executed on a non-precedent-setting basis for either party and shall remain in effect for the duration of the current collective bargaining agreement, unless modified by mutual written consent or superseded by a successor contract.

For the District:

By: _____

Title: _____

Date: _____

For the District:

By: [signature]

Title: Superintendent

Date: June 25, 2026

For the Union (AFSCME):

By: [signature]

Title: Staff Representative

Date: 6/18/26

For the Union (AFSCME):

By: [signature]

Title: Union President Local 324

Date: 6-17-26

Jun 9, 2026

LETTER OF AGREEMENT
BETWEEN THE
SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AFL-CIO

RE: Establishment of Miscellaneous Help Classification

This Letter of Agreement (LOA) is entered into between the Swartz Creek Community Schools Board of Education (hereinafter referred to as the "District") and the AFSCME Local 3824 (hereinafter referred to as the "Union").

The District and the Union mutually agree to the establishment and implementation of a **Miscellaneous Help** category within the bargaining unit under the following terms and conditions:

1. Position Scope & Purpose

- The Miscellaneous Help category is established to address seasonal, temporary, and event-specific operational needs throughout the school year.
- Examples of assignments under this category include, but are not limited to: summer grounds help, graduation ceremony setup/assistance, athletic event support, and other short-term operational needs.
- This position is strictly "as needed" and does not guarantee a minimum number of daily or weekly hours.

2. Posting & Selection Process

- As opportunities arise throughout the year, the District will formally post these assignments in accordance with the bidding and posting provisions outlined in the current collective bargaining agreement.
- **Internal Preference:** Eligible internal AFSCME bargaining unit members who bid on a Miscellaneous Help posting will be granted preference over external applicants, provided they possess the basic qualifications required to perform the duties.
- If multiple internal AFSCME members bid on the same posting, selection will be determined by seniority and qualifications.

3. Compensation & Benefits

- The Miscellaneous Help position shall be compensated at the current state minimum wage rate.

- Because these assignments are temporary, intermittent, and seasonal, they do not qualify for contractually specified benefits, protections, leave accruals, or holiday pay, unless explicitly required by applicable state or federal law.
- Hours worked in this classification shall not count toward the fulfillment of scheduled hourly thresholds for regular benefit packages in an employee's primary classification.

4. Duties & Expectations

- Employees performing Miscellaneous Help functions will be expected to complete tasks as assigned by the building administrator, athletic director, or facilities supervisor managing the specific event or seasonal project.
- Acceptance of a Miscellaneous Help assignment shall not conflict with or disrupt the employee's regularly scheduled hours or primary job responsibilities within the District.

5. Non-Precedent Setting

- It is expressly understood and agreed by both the District and the Union that this Letter of Agreement is executed in light of the unique, temporary, and evolving operational demands posed by the District's seasonal and event schedules.
- This agreement shall be strictly **non-precedent-setting** and shall not establish a past practice or bind either party to similar terms, conditions, or arrangements in any future negotiations, grievances, or administrative interpretations.

For the District:

By: _____

Title: _____

Date: _____

For the District:

By: [signature]

Title: Superintendent

Date: June 25, 2026

For the Union (AFSCME):

By: [signature]

Title: Staff Representative

Date: 6/18/26

For the Union (AFSCME):

By: [signature]

Title: Union President Coal B524
Date: 6-17-26