AGREEMENT

between

FOREST PARK SCHOOL DISTRICT BOARD OF EDUCATION

And

FOREST PARK SCHOOL DISTRICT EMPLOYEES
CHAPTER OF LOCAL #1424
affiliated with

AFSCME MICHIGAN, AFL-CIO

Effective: July 1, 2024 to June 30, 2027

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AGREEMENT

This Agreement entered into on this 1st day of July, 2024 between the FOREST PARK SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "EMPLOYER") and FOREST PARK SCHOOL DISTRICT EMPLOYEES CHAPTER of Local #1424, affiliated with AFSCME MICHIGAN, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

Section 1.0. The general purpose of the Agreement is to set forth terms of conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 2.0. Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all of the employees of the Employer included in the bargaining unit described below:

> All full-time and regular part-time non-teaching personnel; excluding supervisors as defined in Act 379 and confidential employees' business manager and secretary to the superintendent and administrative secretary.

In addition, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. This contract is subject to current state and federal law which will be followed accordingly to protect the school district.

REPRESENTATION

Section 3.0. Union Representation. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Section 3.1. Stewards and Alternate Stewards.

(1) Day Shift.

(1) Evening Shift.

(1) Chief Steward.

The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

Section 3.2. Special Conferences. Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

The Union representative may meet at a place designed by the employee on the Employer's property for at least onehalf hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

MANAGEMENT RIGHTS

Section 4.0. Rights of the Employer (Board of Education). It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those

which have been clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively by the Employer without prior negotiations with the Union either as to acting under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by way of limitation, the right:

Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Forest Park School District.

Continue its rights, policies, and practices of assignment and direction of personnel and scheduling of all the foregoing, but not in conflict with the specific provision of the Agreement, and the right to establish, modify or change any work or business or school hours or days.

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and processes of carrying on the work.

Determine the qualifications of employees.

Determine the number and location or relocation of its facilities, including the establishment or relocations, of buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Determine the financial policies, including all accounting procedures.

Determine the size of the management organization, its functions, authority and amount of supervision providing that the Employer shall not abridge any rights of the employees as specifically provided for in this Agreement.

Determine the policy affecting the selection, testing or training of employees providing that such selection shall be upon lawful criteria.

The above statements are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish reasonable rules and regulations consistent with the provisions of this Agreement. All

new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within twenty (20) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure.

Section 4.2. Discharge and Discipline. The Employer agrees that discipline and discharge shall be for just cause. In the event of the discharge or discipline of an employee, the Employer shall notify in writing the steward in the District of the discharge or discipline. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the discharged or disciplined employee, along with a fellow employee and/or the steward, will discuss the discharge or discipline with the Employer. In imposing any discipline on a current charge, the Employer will not consider any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire, unless they are related to the health and safety of the children.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 5.0. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope

of activity prohibited in this paragraph is intended to include, but not be limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at the Employer's premises.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.0. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint arising during the term of this Agreement filed by an employee covered by this Agreement or the Union concerning the application and interpretation of a provision or provisions of this Agreement.

Section 6.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Written Procedure to the Superintendent. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within fifteen (15) working days from the time of the occurrence of the events giving rise to the complaint or within fifteen (15) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint. The grievance shall be signed by the employee or the steward and shall indicate the section or sections of this Agreement in dispute and shall set forth the facts giving rise to the complaint. A steward may be present at this meeting, if requested by the employee. A request for a steward to participate in the discussion of a grievance shall be made by the employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as convenient. The immediate supervisor, or designated representative, will endeavor to give a written answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure to Committee comprised of Superintendent, AFSME Business Agent, Chief Steward, Chapter Chairperson). If the complaint is not satisfactorily settled in the Step 1 Procedure, the complaint shall be submitted within seven (7) working days from the time of the superintendent's or designee's written answer in Step 1. The Superintendent, or designated representative, the employee involved, and the steward, may discuss the grievance. The Superintendent or designated representative, shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the steward. A copy of the written disposition shall also be provided to the employee.

Step 3. Written Procedure to the Board of Education. If a grievance is not resolved in the Step 2 the grievance may be submitted to the Board by filing a written copy with the secretary or other designee to the board within ten (10) working days after receipt of the Superintendent's or designee's written disposition in Step 2. The board no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, and give such other considerations as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Section 6.2. Non-Employee Representatives. With the exception of Step 1, either party may have non-employee representatives present at any step in the grievance procedure.

Section 6.3. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitral by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office within thirty (30) working days following the receipt of the Board's written disposition in Step 3 of the grievance procedure. If the Employer fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with

the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office not later than thirty (30) working days following the date the Employer's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 6.4. Selection of Arbitrator. If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union may strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own representatives and legal counsel.

Section 6.5. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule upon a specific grievance considered settled. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation.

Section 6.6. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 6.7. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 6.8. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitral and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be

extended by mutual written agreement and the period of extension must be specified in the agreement.

Section 6.9. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided, however, that weekdays during scheduled summer vacation periods shall be considered to be working days.

Section 6.10. Pay for Processing Grievances. Stewards and employees necessary for the resolution of grievances shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations. It is understood that this provision should not be subject to abuse by the employee.

Section 6.11. Discharge or Suspension of Grievances. All grievances concerning discharge or suspension shall be initiated at Step 3 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within three (3) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

Section 6.12. General Application Grievances. All grievances of a general nature that affect more than one employee shall be initiated by filing a written grievance within fifteen (15) working days from the time of the occurrence of the events giving rise to the complaint or within fifteen (15) working days from the time the Union first knew or could have known of the facts giving rise to the complaint. The grievance shall be signed by the Chapter Chairperson and shall indicate the section or sections of this Agreement in dispute and shall set forth the facts giving rise to the complaint.

Section 6.13. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement which were timely filed prior to the expiration of this Agreement.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer as a member of the bargaining unit since the employee's last date of hire. An employee's "last date of hire" shall be the date upon which the employee commenced work with the Employer. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided and shall be retroactive to the last date of hire. Employees who commence work on the same date shall be placed on the seniority list in order of preference determined by drawing of lots. This drawing of lots shall be conducted by the Superintendent, in the presence of the Union and the individuals concerned.

Section 7.1. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority or classification seniority for the first ninety (90) days of actual work following their first day of work for the Employer, after which time the employee's seniority and classification seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional thirty (30) days of actual work with the prior written approval of the Union. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of

this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority or classification seniority among probationary employees.

Section 7.2. Seniority Lists. The seniority list on the date of the Agreement will show the names, job titles and employee status of all employees of the unit entitled to seniority. The employer will update the seniority list by October 1st of each year and will provide the Chapter Chairperson with copies.

Section 7.3. Loss of Seniority. An employee's District seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

(a) The employee quits.

(b) The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at their lastknown address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) If the employee is convicted of any felony, a misdemeanor involving child abuse, or a misdemeanor involving illegal drug use, possession or sale.

(g) If an employee whose job function requires possession of a license or certificate loses that license or certificate or is no longer insurable under the Employer's liability policy.

(h) Upon transferring to a different job classification within the bargaining unit, after the 60-day probationary period, all prior seniority in the former job classification will be relinquished.

Section 7.4. Seniority While on Leave of Absence. Employees shall accrue seniority for one year while on any leave of absence granted by the provisions of this Agreement excluding 10.5.

Section 7.5. Transfer to Non-Bargaining Unit Position. An employee who is transferred to a position within the District not covered by this Agreement shall retain all accrued seniority, but shall not accumulate any further seniority during the time the employee holds the non-bargaining unit position. An employee who returns to the bargaining unit after having been transferred to a position not covered by this Agreement may be placed in any job classification with a current vacancy or within the first ninety (90) calendar days after the initial transfer may displace another employee with less seniority in a job classification to which the returned employee has the necessary qualifications, skill, ability and experience to perform. In the event that the Employer returns an employee to the bargaining unit, the employee's frozen seniority shall recommence as of the date the employee returns to the bargaining unit. The employee's former classification seniority shall not be restored unless the employee returns within the first ninety (90) days of the transfer.

LAYOFF AND RECALL

Section 8.0. Layoff. A layoff shall be a reduction in the work force.

Section 8.1. Layoff Procedure. When it is determined by the Employer that the work force is to be reduced, the Employer shall lay off employees in the following order:

(a) The first employee or employees to be laid off shall be volunteers (if any) in the particular job classifications affected by the layoff.

(b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.

(c) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in reverse order of classification seniority.

(d) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority.

Employees to be laid off an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees. In unforeseen emergency situations, beyond the control of the Board of Education, the Union agrees to waive the seven (7) calendar days' notice of layoff.

Section 8.2. Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in another equally paid or lower paid job classification under the following conditions:

(a) The laid off employee has greater seniority than the employee to be displaced; provided, however that a school year employee cannot displace a full-time employee.

(b) The laid off employee presently has the necessary qualifications, skill, and ability to perform the work as identified in the job description in the other job classification.

(c) The laid off employee elects to exercise their displacement rights within five (5) working days of notification of their layoff; provided, however that an employee who does not possess a required license or certificate shall be allowed a period of thirty (30) days to secure that license or certificate. Current state and federal law will be followed accordingly to protect the school district. In the event

that it is not reasonably possible to secure the license or certification in the thirty (30) day period, the Employer and the Union shall meet to discuss whether it is appropriate to grant an extension of this period.

An employee displaced under this section shall be laid off unless that employee is also entitled to exercise displacement rights under this section. An employee exercising displacement rights under this section retains the right of recall to their former classification. An employee who receives a new job under this section will be required to serve a new job probationary period under Section 9.1.

Section 8.3. Reduction in Work Hours. The Employer will endeavor to implement any reduction in the hours to be worked by a particular classification through the layoff of employees, but reserves the right to implement the reduction in hours by a reduction in the normal workday or workweek. If the District finds it necessary to reduce the work hours of an employee, the Board will consult with the Union to explore alternative courses and/or explain to the Union why a reduction is necessary. If the Board reduces a position, the employee holding that position has the right to displace the least senior employee with the same number of hours or the greatest portion thereof in order to maintain their original hours. An employee wishing to exercise their right to displace a less senior employee must do so by submitting a written letter to the Superintendent within 7 days of their initial notification of their reduction in hours. Qualifications will be based on the job description. In the event no position exists in the classification whereby the employee can maintain their work hours, the employee may either accept the reduced hours or take a voluntary layoff.

Section 8.4. Recall. When it is determined by the Employer to increase the work force after a layoff or to fill a vacancy, employees with seniority previously laid off from that classification will be recalled in order of seniority, provided that the recalled employee

presently has the necessary qualifications, skill and ability to perform the required work. An employee eligible for recall who does not possess a required license or certificate shall be allowed a period of thirty (30) days to secure that license or certificate. Current state and federal law will be followed accordingly to protect the school district. In the event that it is not reasonably possible to secure the license or certification in the thirty (30) day period, the Employer and the Union shall meet to discuss whether it is appropriate to grant an extension of this period. The recall procedure shall be utilized prior to posting a vacancy for bid by individuals working in other classifications. The Employer may fill the position on

a temporary basis without regard to seniority pending completion of the recall procedure, but will endeavor to allow employees to request temporary assignment by seniority to the vacant position if it is anticipated to last more than one (1) week. An employee recalled to a classification different from the classification they were assigned at the time of their layoff retains the right of recall to their former classification.

Section 8.5. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) In the event an employee whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Board's office, and such employee does not notify the Board in writing, by certified mail, return receipt requested, with five (5) days after such offer, of his/her acceptance, then such employee shall have no further rights of reinstatement for that particular recalled position.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of certified receipt of notification of recall by delivery of notice of recall by certified mail. Employees who decline recall to a position offering the same number or greater hours than their previous position shall be considered to have voluntarily quit. Employees who decline recall to a position offering less hours than their previous position shall retain all recall rights. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a satisfactory reason.

(c) Recalled employees are required to report for work on the required return to work date or within five (5) working days following notification of recall, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

Section 8.6. Layoff of Chapter Chairperson. The Union's Chapter Chairperson shall be subject to the layoff provisions of this Agreement in accordance with their actual seniority and classification seniority; provided, however, that to assist in the administration of this Agreement, the Chapter Chairperson shall be deemed to have sufficient seniority to allow retention of a job within a classification covered by this

Agreement, though not necessarily a job in his present classification. In order to be eligible for this special seniority, the Chapter Chairperson must first exercise displacement rights in accordance with their actual seniority, since such special seniority may only be used in instances where the Chapter Chairperson lacks sufficient actual seniority to continue in a job classification covered by this Agreement.

PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURE

Section 9.0. Permanent Vacancies. All vacancies or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs in a conspicuous place on bulletin boards in each building. The job posting will set forth the requirements for the position. Employees within the job division in which the vacancy exists may apply for it. The senior employee within the job division in which the vacancy exists applying for the position who meets all of the requirements shall be granted the position. In the event the senior applicant is denied the promotion, the reason for denial shall be given in writing to the employee.

If the vacancy is not filled from within the division, then the vacancy shall be reposted for a period of seven (7) working days. Full time and full-time school year employees from other divisions interested in the job posting may file a written application with the Employer by the deadline established in the posting. The senior full time or full-time school year employee applying for the position who meets all the requirements according to the job description and shall be granted the position. In the event the senior applicant is denied the promotion, the reason for denial shall be given in writing to the employee.

If the vacancy is not filled by a full time or full-time school year employee, then the vacancy shall be reposted for a period of seven (7) working days. The Employer shall give due consideration to all applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, work record, skills and dependability. The applicant considered by the Employer to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants are relatively equal, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

Section 9.1. New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve

a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to his former classification during this period upon the employee's request.

Section 9.2. Summer Work Opportunities. The District has need from time to time to hire individuals to perform temporary work assignments during the summer months. These temporary work assignments are paid at a rate determined by the District and do not include any entitlement to fringe benefit payment. In the event that such extra work assignments are available, the District agrees to notify the Union of the positions, and to offer these temporary work assignments to bargaining unit personnel by seniority and job description skill level prior to hiring outside personnel to perform the work.

Section 9.3. Temporary Transfers. The Employer reserves the right to temporarily transfer employees between classifications in order to meet its operational needs, but shall endeavor to keep transfers to a minimum and for a minimum period of time. In the event that there are no volunteers, the Employer shall assign the least senior employee who is qualified for the temporary transfer, but reserves the right to temporarily assign a more senior employee in instances where it is necessary for the least senior employee to remain at their assigned work. An employee temporarily transferred for a period of more than one (1) day shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

Section 9.4. Custodial Job Assignments. At the beginning of each school year, the Superintendent and/or designee will advise custodial employees of the job assignments for that school year. After receipt of this information, employees may submit requests for particular assignments. The Employer will endeavor to make the job assignments for that year in order of classification seniority. In the event that an employee is anticipated to be absent for a period of more than one full week due to vacation or leaves of absence, the Employer agrees to allow custodial employees to be reassigned to that temporarily vacant position in order of classification seniority, and to assign the substitute employee to the remaining position.

LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee's leave of absence shall end if they secure other employment.

Section 10.1. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications.

(a) For purposes of this section, a "day" equals the number of hours in an employee's regular schedule for that year. Full-time employees shall be credited with one (1) sick leave day per month of months worked for a total of up to twelve (12). School year employees will be credited one (1) sick leave day per month of months worked for a total of nine (9) days.

(b) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for the following purposes:

1. Personal physical or mental examination and dental appointments scheduled with a physician when it is not possible to schedule these appointments or laboratory tests outside of the school day or outside the workweek. An employee has an obligation to schedule these appointments outside of the workday whenever it is possible to do so.

2. When a physician prescribes a physical or mental examination or there is need for an emergency dental appointment or lab tests for the employee's spouse or children that can be scheduled only during the workday and the nature of the emergency requires the need for the employee to accompany their spouse or child during the duration of the appointment. An employee has an obligation to schedule these appointments outside of the workday whenever it is possible to do so.

3. In situations of serious illness involving spouse, children, father, mother, sister, brother, grandparents or grandchildren of the employee or his spouse, the number of days necessary to handle the emergency is granted. It is assumed that the employee will resume work as early as the emergency situation can be remedied with

the cooperation and aid of other family members, or in long term illness, with assistance from an outside agency. Every fourteen (14) days the situation will be reevaluated.

In instances where the reason for the use of the paid sick leave is because of a serious health condition that makes the employee unable to perform the functions of their job or to care for the employee's spouse, son, daughter, or parent with a serious health condition, the absence will also be considered to be a family and medical leave. For purposes of this section, parents and children include step-parents and step-children.

(c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. If the Employer has reason to believe that an employee is abusing paid sick leave or is on sick leave for more than five (5) consecutive sick leave days, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.

(d) Unused paid sick leave days may accumulate up to a maximum of one thousand four hundred fifty (1450) hours. Employees whose employment status with the Employer ends under circumstances other than retirement under MPSERS shall not be paid for accrued but unused sick leave benefits. Employees who retire under MPSERS with at least five (5) years of service with the District shall be paid for accrued but unused sick leave hours up to a maximum of eight hundred ten (810) hours. Employees with four hundred ten (410) or less accrued but unused sick leave hours shall be paid at the rate of $20.00 per eight hours of unused sick leave; employees with more than four hundred ten (410) accrued but unused sick leave hours shall be paid at the rate of $30.00 per eight hours of unused sick leave up to the maximum of eight hundred ten (810) hours.

(e) The Board shall furnish each member with a written statement at the beginning of each school year setting forth the total sick leave credit.

Section 10.2. Family and Medical Leave-per federal law guidelines act of 1993.

Section 10.3. Disability Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be

with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this section. In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.

Section 10.4. Workers' Compensation Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental worker's compensation leave of absence for the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof. At the completion of the initial period of the leave, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer.

Employees who incur a work-related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, charged to the employee's sick leave account on a pro rata basis, to maintain the difference

between the employee's net take-home pay based upon their regular salary and the worker's compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Worker's Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's worker's compensation carrier, the parties agree to renegotiate this subsection. As a condition of receipt of such supplemental payments, the employee agrees to reimburse the Employer for any duplicate amounts received in instances where paid sick leave is utilized and worker's compensation later provides payment for the same days.

Section 10.5. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee an unpaid personal leave of absence. Requests for an unpaid personal leave of absence for purposes not covered by family and medical leave shall be submitted in writing to the employee's immediate supervisor at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. With the exception of leaves of absence to allow the employee to serve in any elected or appointed position, public or union, for child care purposes, or to allow for educational purposes, unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to one year. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary or benefits.

Section 10.6. Funeral Leave. An employee shall be granted up to five (5) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the children, sister, brother, mother, father, grandparents, grandchildren of the employee or the employee's spouse, the employee's spouse or other person residing in the employee's household at the time of death. An employee shall notify their immediate supervisor of the length of the funeral leave, up to five (5) days, and the actual dates of the leave. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day.

Section 10.7. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's straight time regular rate of pay for the

number of hours that the employer would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court shall be turned over to the Superintendent 's Office. In order to be eligible to receive jury duty pay from the Employer, an employee must:

(a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

(c) Return to work promptly after being excused from jury duty service; provided, however, that employees working a shift may be excused from some or all of their scheduled shift at the discretion of the Superintendent.

Section 10.8. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence according to state and federal law.

Section 10.9. Educational Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

Section 10.10. Paid Personal Leave. Employees will be credited with four (4) paid personal leave days per work year, not deductible from paid sick leave. Unused personal days may be rolled over to the next year for a total of no more than five (5) days. Any other unused personal days can be credited to ones sick day accumulation.

(a) Employees desiring to use this leave shall submit their request on the application for at least one (1) working day in advance of the anticipated absence except in cases of emergency. The form must be filed with the Superintendent of Schools.

Section 10.11. Return to Work After Leave of Absence. Employees returning from leaves of absence will be reinstated as soon as possible to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the

failure to maintain a necessary license or certification. An employee who does not possess a required license or certificate shall be allowed a period of thirty (30) days to secure that license or certificate Current state and federal law will be followed accordingly to protect the school district. In the event that it is not reasonably possible to secure the license or certification in the thirty (30) day period, the Employer and the Union shall meet to discuss whether it is appropriate to grant an extension of this period. In the event that the employee returning from a leave of absence does not qualify nor has the skills and ability to perform the work in an effective and efficient manner, they will be considered to be on layoff with rights to return in accordance with the recall procedure.

HOURS OF WORK

Section 11.0. Workweek. The workweek for all classified employees begins on Mondays and extends through Sunday. This is the seven-day week of employment for record keeping procedures in the Forest Park School District.

Section 11.1. Pay Days. When pay days fall on a holiday, the day previous to the holiday will be payday.

Section 11.2. Working Hours. Employees are either full or part-time personnel depending upon their job assignment and the needs of the School District. The number of hours of a work shift varies with the maximum being eight (8) hours a day.

Most employees are scheduled to work during the school calendar year which extends for approximately nine (9) months. Any regular school year employee working during summer vacation shall receive all benefits during that period of time they are working. A small number are scheduled for the full work year of twelve (12) months.

At the beginning of the work year each employee receives a calendar of the workdays and nonworkdays and a daily shift schedule. Employees are expected to be found at their work stations during their work shift hours. They will not leave the job without reporting to their supervisor.

When changes occur in the financial situation, enrollments, bus routes, school programs and other factors affecting the work schedule of employees by shortening or lengthening the duty day or duty year, the Union will be notified in writing as well as the employee.

Section 11.3. Lunch Periods. Eight hour a day custodial-maintenance employee scheduled to work on the evening shift are permitted a thirty (30) minute duty free lunch period as a shift premium.

Section 11.4. Break Periods. Employees working a continuous shift of four (4) hours or more have a fifteen (15) minute rest period once during the shift.

Section 11.5. School Hour Modification. On days when an emergency such as hazardous road conditions on bus routes results in a decision to cancel classes, employees will be notified by telephone and WIKB Radio. In the event that the Employer determines to cancel or modify the normal hours of school due to inclement weather or other circumstances, the following payment and reporting provisions shall apply:

(a) School canceled prior to the normal reporting time on days that do not need to be made up to receive full state aid. Secretaries and day shift custodial employees are to report to work at their normal reporting time, but afternoon shift custodial employees are to report for work at noon. Other employees need not normally report, but the Employer also reserves the right to require individuals to report to work to perform necessary functions. All employees will be paid for their regularly scheduled hours on that day or for their hours actually worked, whichever is greater. Such employees will be required to work ½ of their regularly scheduled hours. Where weather

conditions warrant employees shall not be required to report or stay at work and these hours will not be deducted from their personal or sick days. All 12-month employees are to report to work on an emergency cancellation scheduled day.

(b) School canceled prior to the normal reporting time on days that need to be made up to receive full state aid. Secretaries and day shift custodial employees are to report to work at their normal reporting time, but afternoon shift custodial employees are to report for work at noon. Other employees need not normally report, but the Employer reserves the right to require individuals to report to work to perform necessary functions. Employees required to report for work will be paid for all hours actually worked on that day. Employees not required to report for work shall not be paid for hours lost on days that must be rescheduled in order to avoid a loss of state aid.

(c) School dismissal after the employee's regular reporting time but prior to normal end of school. On days that do not need to be rescheduled in order to avoid a loss of state aid, day shift employees will be released from work as soon as practicable and will be paid for their regularly scheduled hours on that day or for their hours actually worked, whichever is greater.

Afternoon shift custodial employees will report at their normal reporting time, will be released from work as soon as practicable and will be paid for their regularly scheduled hours on that day or for their hours actually worked, whichever is greater.

(d) School delayed prior to normal reporting time. Employees other than drivers will endeavor to report for work at their normal starting time. Drivers will delay their report for work for a time corresponding to the period of the delay in the start of school.

Employees required to work on days when school is canceled who are unable to report may use accrued paid sick days to receive payment for the hours set forth above.

Section 11.6. Equalization of Hours (for Transportation and Custodial Department ONLY). Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An uptodate list showing overtime hours will be kept current by supervisors and the School District Business Manager and available for employee perusal and shall be posted on the bulletin boards. Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period (two (2) hour minimum).

Regular bus drivers will be given twentyfour (24) hours of notice of any special trips or they will not be charged as provided in this section.

All outoftown trips to be made by regular bus driver unless such trip or any part would be at the rate of time and onehalf.

Should the above method prove to be unsatisfactory, the parties agree to meet thirty (30) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

Section 11.7. "Extra" Hours Bargaining unit members may request to have their names placed on the sub list. When "extra" hours become available they shall be divided as equally as possible amongst employees on the sub list. An up-to-date list showing "extra" hours shall be kept current by the Supervisor and the School District Business Manager and made available for employee review. Employees who refuse hours shall be charged for all such hours. Extra hours are defined as hours worked beyond ones regularly scheduled work hours in a subbing capacity. Extra hours worked will be offered first to the most qualified and senior person within that classification on the sub list who is eligible to receive extra hours. If that person declines the hours they then shall be offered to the remaining employees on the sub list in order of qualifications and seniority. Extra hours worked cannot interfere with the employees current regularly scheduled work hours (excluding the transportation department) nor can they qualify an employee for fringe benefits they do not currently receive. An employee working extra hours will be paid the lowest rate they currently receive while working any of their regularly scheduled work hours. Extra hours will not be offered if they put an employee beyond 40 working hours for that week.

WAGES AND PREMIUM PAY

Section 12.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. Employees who transfer to a different classification shall be placed at the same step that they were on in their prior classification.

Section 12.1. Job Classifications. The Employer maintains job descriptions for all job classifications covered by this Agreement. These job descriptions contain a summary

of duties to be performed and the qualifications for the position. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a description of the job to be performed and the proposed wage rate. If the Union believes the proposed wage rate is inappropriate or if the Union believes that a substantial change in the duties of an existing classification has occurred, the Union shall, within thirty (30) calendar days after notification of the proposed wage rate or after the institution of the changed duties, advise the Employer in writing of its intention to request bargaining over this wage rate or its claim that a new classification has been created. In the event that the Union does not request bargaining within the thirty (30) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification or the changed duties shall be considered not to have created a new classification.

Section 12.2. Overtime Pay. In any workweek of Monday through Sunday in which an employee works beyond forty (40) hours he will be compensated at time and one-half for all hours beyond forty (40). When an employee works in a single workweek at two (2) different types of work for which different rates of pay have been established, his overtime, if any, is computed on the wage rate for the work done in the overtime period.

Example: An employee has a combination job of bus driver and custodian. Each job has a separate rate of pay for the daily hours worked. This employee has a regular forty (40) hour workweek. During the week he is called upon to drive a bus beyond his regular workweek hours. The time and onehalf for that time beyond his regular forty (40) hour week will be computed at the bus driver wages and not the custodial wages.

Each paycheck shall include a statement of all extra hours the employee worked, if any. Paid holidays shall be considered as time worked for the purpose of determining time and onehalf.

Section 12.3. Call-Back Pay. An employee called back for emergencies beyond his regular work shift, and after he has left the premises, will be provided a minimum of one-hour work credit at time and onehalf pay.

Section 12.4. Computation of Benefits. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, with the exception that hours not actually worked (sick leave, vacation with pay hours, etc.), will not be considered as hours worked when time and one-half overtime is calculated.

HOLIDAYS

Section 13.0. Recognized Holidays. Paid holidays for employees scheduled to work twelve (12) months of the year include July 4, Labor Day, November 15 (when scheduled in the calendar as a work day off on the 15th of November) , Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday and Memorial Day.

Paid holidays for school year employees are Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday and Memorial Day. School year employees working over Christmas vacation shall receive their regular hourly rate.

Section 13.1. Holiday Celebration. When any of the above holidays falls on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. When Christmas Eve falls on a Friday, it shall be celebrated on the preceding Thursday or the following Monday, at the option of the Employer.

Section 13.2. Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work on their last scheduled workday before the holiday and on their first scheduled workday after the holiday, or be on approved paid leave on those days.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this section a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, when receiving worker's compensation or on a disciplinary suspension without pay.

Section 13.3. Holiday Pay. Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at time and one half (1 1/2) their straight time regular rate of pay for all work performed on the holiday.

VACATIONS

Section 14.0. Vacation Leave. All full-time 12-month employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

Years of Continuous Service	Time Off
At least one (1) year but less than three (3) years	5 Days
At least three (3) years but less than eight (8) years	10 Days
At least eight (8) years but less than fourteen (14) years	15 Days
At least fourteen (14) years but less than twenty (20) years	20 Days
At least twenty (20) years	25 Days

Vacation leave is credited to eligible employees on their anniversary date of each year.

Section 14.1. Vacation Eligibility. In order to be eligible for full vacation leave benefits on their anniversary date, an employee must have worked a total of at least two thousand eighty (2080) hours during the preceding twelve (12) months. Employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours they actually worked to two thousand eighty (2080), rounded to the nearest full day. For purposes of this section, hours worked shall include paid leave and all hours actually worked.

Pay in Lieu of Vacation: In lieu of vacation, employees will be able to receive cash-in-lieu-of for any unused vacation up to two weeks.

Section 14.2. Vacation for School Year Employees: School year employees are not eligible for vacations with pay in recognition that they have sufficient vacation time during summer recess and scheduled vacation periods.

Section 14.3. Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years.

Section 14.4. Vacation Scheduling. Full-time employees may schedule time off for their vacation during the twelve (12) months following its crediting upon proper notice as determined by the Employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the fundamental operation of the Employer. Vacation requests should normally be submitted in writing by the employee thirty (30) days in advance of the period requested. In the event that more than one (1) employee within a particular classification desires to take vacation during the same period, approval of the vacation requests shall be guided by the seniority of the employees concerned. Employees are required to take their vacation leave during the twelve (12) months following its crediting and all vacation leave not used during that period shall be forfeited; provided, however, that up to five (5) days vacation may be carried over to the next year if the employee was unable to schedule all of their vacation due to the Employer's schedule.

Section 14.5. Vacation Pay. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement. A vacation may not be waived by an employee and extra pay received for work during that period. If an employee becomes ill while on vacation leave, sick leave time is not used during the vacation period. It resumes following the vacation period providing there is no termination of employment with the close of the vacation period.

Section 14.6. Benefits on Termination. Employees who leave the employ of the Employer for reasons other than discharge for just cause may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If an employee retires in accordance with the retirement plan currently in effect.

(b) If an employee resigns from employment and a minimum of two weeks advance notice is given to the Employer.

(c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

INSURANCE

Section 15.0. Health Care Insurance. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for payment of the required monthly premium, if any.

Section 15.1. Dental Care Insurance. Employees electing to participate in the group dental insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.2. Vision Care Insurance. Employees electing to participate in the group dental insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.3. Payment of Insurance Premiums.

A. The employer will contribute up to the Michigan Department of Treasury maximum limits in effect January 1 of each year per month for single, two-person and family medical care coverage under Public Act 152. These limits are as follows:

During the term of the Agreement in 2024-2025, 2025-2026, and 2026-2027 the Employer agrees to pay the amounts for Full Time Employees and Full-Time School Year Employees who elect and are eligible to participate in the group health insurance plan:

Insurance Groups	Hard cap Dental, Vision, Life
Family	Up to hard cap
2 Person	Up to hard cap
Single	Up to hard cap

During the term of the Agreement in 2024-2027, the Employer agrees to pay the state allowed medical benefit plan coverage amount as determined yearly in accordance to MCL 15.563.

Or

Payment in lieu of insurance at 20% of the hard cap amount for the eligible employee's group coverage as follows:

20% of hard cap for family coverage
20% of hard cap for 2-person coverage
20% of hard cap for single coverage

For current Regular Part Time Employees and Regular Part Time School Year Employees who work between 20-34.99 hours, hired prior to 2005, the Employer agrees to prorate the hard cap amount according to a 40-hour week for health care eligible employees. Example: 20-hour employee would receive 50% of the hard cap amount.

Or

Payment in lieu of insurance at 20% of the hard cap amount, not to exceed $5,000, for the eligible employee's group coverage prorated according to a 40-hour week for health care eligible employees. Example: 20-hour employee hired prior to 2005, would receive ½ of the 20% hard cap.

Employees eligible according to the definable group or hired prior to 2005 and opting out of health coverage but are eligible for dental, vision and life are responsible to pay 20% of their premium.

Section 15.4. Obligation to Make Insurance Payments. The Employer's obligation to make these monthly insurance premium payments shall only occur during months when

the employee is actually performing work for the Employer or on paid leaves of absence; provided, however, that the Employer shall continue to make such payments during the months of July and August for employees who worked for the Employer during at least eight (8) of the months from September through June of the preceding school year. For purposes of this section, a worker's compensation leave is not considered a paid leave of absence, but the Employer will continue to make insurance payments for individuals on a worker's compensation leave for a period of six (6) consecutive months. At the completion of this six (6) month period, the employee may use the value of accrued sick leave, if any, to pay for continued health insurance premiums. The Employer's liability under this section shall be limited to these payments.

MISCELLANEOUS

Section 16.0. Union Bulletin Boards. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following type:

(a) Notices of Recreational and Social Events.

(b) Notices of Elections.

(c) Notices of Results of Elections.

(d) Notices of Meetings.

Section 16.1. Physical Examinations. Physical examinations shall be arranged for and paid for by the Employer for all transportation employees prior to employment and every two (2) years thereafter. The examination is to include but not be limited to chest and back exam, urinalysis, and blood pressure.

Section 16.2. Safety Committee. A safety committee of employees and the employer representatives is hereby established. This committee will include the steward of each district and shall meet as needed during regular daytime working hours for the purpose of making recommendations to the Employer.

Section 16.3. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone

number as reflected in the Employer's files for all purposes involving the employee's employment.

Section 16.4. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.5. Disputes over Medical Condition. Any dispute over the physical condition of an employee will be subject to the following procedure:

(a) At the request of the affected employee, the Employer will arrange for a physical examination of the employee at management's expense. If the physician's opinion supports the view of management the employee will accept the opinion, or the employee will be given a physical examination with a physician of the employee's choice and at the employee's expense.

(b) If the second physician's opinion agrees with that of the previous physician, the determination shall stand. If the second physician's opinion differs, a third physician mutually selected by the parties may be called in to render the opinion. The cost will be paid by the Employer.

Section 16.6. Personnel File. The Employer shall maintain a personnel file for each employee in the district office. A copy of all official correspondence from the Employer to an employee shall be placed in the personnel file. All complaints against the employee placed in the personnel file shall identify the person or person(s) bringing the complaint. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time mutually agreeable to the employee and the Employer, and will be conducted in the presence of an administrator or designated representative. A representative of the Union may, at the employee's request, accompany the employee in such review. In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in their personnel file to explain his position concerning material in dispute. In addition, an employee who believes that material placed in his

file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure.

Section 16.7. Driver Safety Schools. When in attendance at driver safety schools, drivers will receive their regular straight time rate of pay for the 12-hour credit course for any other education, tests, and sessions designed to educate bus drivers for their jobs. When instruction sessions take drivers a considerable distance from Crystal Falls (Marquette is the usual center of considerable distance) overnight lodging and meals will be provided by the School District. Transportation in a school supplied vehicle or an allowance at the federal rate per mile for personal vehicle will be provided employees. Carpooling up to five (5) adults per vehicle will be expected. The tuition fee for each driver enrollee will be the obligation of the School District.

TERMINATION AND MODIFICATION

Section 17.0. Effective Date. This Agreement shall become effective as of its date of execution and shall continue in full force and effect until midnight June 30, 2027.

Section 17.1. Termination and Modification.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(c) If notice of amendment of the Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement, without modifying or changing any of the other terms of the Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to AFSCME MICHIGAN, AFL-CIO, 1034 N. Washington, Lansing, Michigan, 48906; and if the Employer, addressed, Superintendent of Schools, 801 Forest Parkway, Crystal Falls, Michigan, 49920, or to any such address as the Union or Employer may make available to each other.

Section 17.2. Supplemental Agreements. All proposed supplemental agreements shall be subject to GoodFaith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

PAYROLL DEDUCTION OF UNION DUES

Section 18.1. The Employer agrees to deduct union dues from the wages of an employee who is a member of the Union. Such deductions will be remitted to AFSCME Michigan's office in Lansing along with a list of the employees for whom dues were deducted each month. All membership dues which are uniformly required as provided in a written authorization in accordance with the standard form used by the Union and executed by the employee will be deducted. Dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the Local Union.

The Employer agrees to provide this service without charge to the Union or its members.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of this deduction from an employee's pay of amounts to cover their obligation to the Union. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION: FOR THE EMPLOYER:

_____ _____

_____ _____

_____ _____

AFSCME MICHIGAN, AFL-CIO

_____
Superintendent

APPENDIX A

Effective the first full pay period on or after July 1, 2024, the following wages shall be in effect for 2024-2025, 2025-2026, and 2026-2027. All wages would be retroactive to July 1, 2024. 2025-2026 3% across the board increase to all classifications. 2026-2027 2% across the board increase to all classifications.

Employees will receive $1.00 above their base rate of pay while driving bus.

2024-2025

Step	A	B	C	D
Start-2	$21.00	$19.00	$16.50	$16.00
3-4	$21.50	$19.50	$16.90	$16.40
5-6	$22.00	$20.00	$17.30	$16.80
7	$22.50	$20.50	$17.70	$17.20
8	$23.00	$21.00	$18.10	$17.60
9-11	$23.50	$21.50	$18.50	$18.00
12-15	$24.00	$22.00	$18.90	$18.40
16-19	$25.00	$23.00	$19.90	$19.40
20-24	$26.00	$24.00	$20.90	$20.40
25	$27.00	$25.00	$21.90	$21.40

2025-2026

Step	A	B	C	D
Start-2	$21.63	$19.57	$17.00	$16.48
3-4	$22.15	$20.09	$17.41	$16.89
5-6	$22.66	$20.60	$17.82	$17.30
7	$23.18	$21.12	$18.23	$17.72
8	$23.69	$21.63	$18.64	$18.13
9-11	$24.21	$22.15	$19.06	$18.54
12-15	$24.72	$22.66	$19.47	$18.95

16-19	$25.75	$23.69	$20.50	$19.98
20-24	$26.78	$24.72	$21.53	$21.01
25	$27.81	$25.75	$22.56	$22.04

2026-2027

Step	**A**	**B**	**C**	**D**
Start-2	$22.06	$19.96	$17.34	$16.81
3-4	$22.15	$20.49	$17.76	$17.23
5-6	$23.11	$21.01	$18.18	$17.65
7	$23.64	$21.54	$18.59	$18.07
8	$24.16	$22.06	$19.01	$18.49
9-11	$24.69	$22.59	$19.44	$18.91
12-15	$25.21	$23.11	$19.86	$19.33
16-19	$26.27	$24.16	$20.91	$20.38
20-24	$27.32	$25.21	$21.96	$21.43
25	$28.37	$26.27	$23.01	$22.48

Schedule A

- Transportation Director
- Custodial/Maintenance Director
- Head Cook
- Student Services Coordinator

Schedule B

- Assistant Cook
- Custodians
- Drivers

Schedule C

- Cook aides
- Certified aides

Schedule D

- Teacher/student aides
- Monitors/recess aides
- Cashier/scanner
- Kitchen aides