

AGREEMENT

This agreement entered into this second day of September 2010, between North Branch Area Schools, hereinafter referred to as the Employer and North Branch Area Schools Employees, Chapter of Local 1421, affiliated with Council #25 - AFSCME, AFL-CIO, hereinafter referred to as the Union.

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 Employer, the Employees, and the Union. 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.

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereafter 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 employees of the Employer as certified by the Employee Relations Commission included in the bargaining unit described below.

THE UNIT: custodians, bus drivers, bus rider, cooks, maintenance, maintenance team leader, delivery/utility, secretaries, nurse, bus technicians, grounds/utility, paraprofessionals, aides, excluding supervisors, administrators, bookkeepers, superintendent's secretary, teachers, and students.

ARTICLE 2 EMPLOYER RIGHTS

The Board of Education and its administrative staff, on its own behalf and on behalf of the electors of the school 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 of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties and facilities; the determination of all financial policies; the placement of operations; and the selection, direction, transfer, promotion, demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of the Agreement and applicable State and Federal Constitutions, statutes, rules and regulations.

ARTICLE 3 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining or make any such group or organization for the purpose of undermining the Union.

ARTICLE 4 UNION SECURITY - AGENCY SHOP

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
2. Employees hired, re-hired, reinstated or transferred into the bargaining unit, after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to either become members of the Union for the duration of the Agreement on or before the tenth (10th) working day after the sixtieth (60th) working day following the beginning of their employment in the unit; or such employees must pay a fee to the AFSCME in the amount equal to membership dues paid by those employees who are members of AFSCME.

In the event an employee shall not pay such fee or authorized payment by payroll deduction, the Board shall cause the termination of employment of such an employee.

3. Employees shall be deemed to be members of the Union within the meaning of this section or shall be deemed to have paid the equivalent fee, if they are not more than sixty (60) days in arrears in payment of membership dues or fees.

Article 4 (cont.)

4. The Employer shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.

5. UNION DUES - Check - off form:

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Please print) Last Name

First Name

Middle

TO:

Employer

Effective _____ I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local No. _____ and effective the same date to deduct from my earnings each payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues or equivalent fees as certified by the Union. The amount deducted shall be paid to the treasurer of (Union Name & Number) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer within thirty (30) days immediately preceding the termination of my employment.

Employee's Signature _____

Address _____

6. When deduction begins:

Deductions under all properly executed authorization for check-offs dues and fees forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

The monies so deducted for any calendar month shall be given to the designated Financial Officer of the Local Union with a list from whom the monies have been deducted, as soon as possible thereafter.

7. An employee shall cease to be subject to check-off beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such Employees following the end of the month in which the termination takes place.

8. The Union shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any monies deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim and the Union shall be held liable for any award made in such an action against the School Board. The Union shall select the attorney.

ARTICLE 5 STEWARD AND ALTERNATE

The steward and chairman, during their working hours and with prior permission of their supervisor, may investigate grievances or attend conferences as long as it does not disrupt the operation of the school system and they shall be paid for such time limited to 24 hours annually for each steward and chapter chairperson. Abuses of this privilege may result in revoking of the privilege by the Employer. Each steward and chapter chairperson shall be allowed without loss of pay to attend an arbitration hearing for grievance.

ARTICLE 6 SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or his designated representative upon request by either party. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangements for such special conferences shall be made in advance and agenda of matters to be taken up at the meeting shall be presented at the time the conferences are requested. Matters taken up in special conferences shall be confined to those included on the agenda and shall not include any matter which is currently the subject of a grievance.

Article 6 (cont.)

- B. This article will in no way limit meetings between classifications or groups of classifications and the employer. For employer called meetings it is understood that employees will be expected to attend up to three (3) hours of meeting time per year without compensation. However, employee called meetings between the employees and the employer will not count toward the three (3) hour total.

ARTICLE 7 GRIEVANCE PROCEDURE

- A. **Definition:** A grievance shall mean a complaint by an employee in the bargaining unit, or by the Union, that there has been a violation, misinterpretation, or inequitable application of a specific provision of this agreement. A grievance will state specifically which section of the contract has allegedly been violated, a brief statement of the facts upon which the grievance is based and the remedy requested. Any discussion between the grievant and the steward shall be arranged by the supervisor.

- B. **Procedure:**

Verbal Step. An employee who feels he/she has a grievance must first take the matter up verbally with his supervisor and steward within five (5) working days of when he/she becomes aware of the matter. If this fails to resolve the grievance, within two (2) days, the steward shall reduce the grievance to the first written state of the grievance procedure.

Step 1. The aggrieved employee or the Steward shall take the grievance up, in writing, with the employee's immediate supervisor within five (5) working days of the circumstances, which gave rise to the grievance. The employee's immediate supervisor will answer in writing in not more than two (2) days.

Step 2. If the grievance is not settled under Step 1, the grievance shall be presented to the Superintendent of Schools or his representative, within three (3) working days of the answer at Step 1. A written decision shall be returned to the employee within five (5) working days.

Step 3. If the answer provided in Step 2 is not satisfactory and the Union desires to appeal the grievance to the next step of the procedure, they must notify the Employer in writing within five (5) days. The representative of the Council and/or the International Union, the Chapter Chairman of the Unit, and the appropriate classification steward will review the appeal with two (2) representatives of the Employer within fifteen (15) days of receipt of the notice of appeal.

If the answer given to the Union at this step is not satisfactory, the Union will notify the Employer within five (5) days of the meeting that the grievance shall be submitted to an Arbitrator. The Arbitrator shall be selected by the members of the Appeal Board, or in the event they cannot agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected from a list submitted to the parties by the American Arbitration Association, to the extent that the laws of the State of Michigan permit. It is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, and the employee or employees involved and the Employer, and that there shall be no appeal from the Arbitrator's decision. The Union agrees to discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or labor board from any decision of an Arbitrator.

The fees and expenses of the Arbitrator shall be borne equally by the Union and the Board.

All other expenses incurred shall be paid by the party incurring them.

Any grievance not taken to the next step of the procedure by the Union within the contractual time limit shall be considered settled by the Employer's last answer. Any grievance not answered by the Employer within the time limits automatically goes to the next step.

Only one grievance at a time may be taken to the same Arbitrator.

The grievance of any employee which only affects that employee, except in the case of discharge, who is no longer an employee of the school district, shall be deemed to be dropped.

Article 7 (cont.)

A grievance may be withdrawn without prejudice and if so withdrawn all financial liability will be canceled. If the grievance is reinstated the financial liability shall date only from the date of the reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be permitted to be reinstated. Where one or more grievances involve the same issue, only one grievance need be taken through the procedure as the disposition given to the one grievance or the settlement of the grievance shall be the settlement of all grievances on the same subject.

After the grievance has been referred to the AAA, it may not be withdrawn except by mutual consent.

ARTICLE 8 NOTICE OF DISCIPLINARY ACTION

- A. An employee shall at the time, be entitled to have present a representative of the Union when they are being reprimanded, warned or disciplined for any infraction of work, rules, policies, delinquencies in performance etc. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present.

It is the employee's responsibility to request a Union representative for general disciplinary action. However, if the disciplinary action will include a suspension without pay or discharge of the employee, the employer will request the Union representative.

- B. The employer agrees to submit written notification of discharge, or a disciplinary lay-off of a permanent employee to the Union, providing the affected employee agrees to said notification.
- C. Use of Past Record: On imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously unless the prior discipline is used to show a pattern of behavior.
- D. If the employee has falsified his employment application and such falsification enabled him to gain his employment with the employer, regardless of when the falsification occurred, the employee may be discharged for such falsification.

ARTICLE 9 DRUG AND ALCOHOL TESTING

Section 1 - Policy and Rule: Unauthorized possession, use, distribution, or transfer of alcohol, drugs, controlled substances, drug paraphernalia or combinations thereof, on the property of North Branch Area Schools (including school owned vehicles and any private vehicles parked on school property) is strictly prohibited.

Reporting to or being at work under the influence of illegal drugs, other unauthorized controlled substances, or alcohol is prohibited. Being "under the influence" shall include having any measurable level of alcohol or other intoxicants in the employee's system.

Employees who are required to use legal drugs, prescribed drugs, or narcotics shall report the use of such drugs to his/her supervisor, along with acceptable medical documentation, in the case of prescribed drugs or narcotics. An employee using a prescription drug shall consult with his/her physician regarding the effects of the medication in relation to the performance of the employee's job responsibilities and provide the employer with a written statement from his/her physician advising of any adverse effects on his/her ability to perform.

Section 2 Pre-Employment Testing: The North Branch Area Schools will conduct pre-employment drug screening for persons applying for employment. The School District will also provide alcohol/controlled substance testing for employees based on reasonable cause, if it is believed that alcohol and/or controlled substances are affecting the employee's behavior and/or performance. The employer may also test employees as otherwise set forth within this provision.

Section 3 Reasonable Cause Testing: Testing for controlled substances and/or alcohol will be administered to employees when there is reasonable cause to believe that the employee is violating the prohibitions set forth herein.

When the School District has determined that reasonable cause exists, the employee will be advised that they have the right to have the Union Steward or Chapter Chair present. If Union representation is declined, it shall be by written documentation.

Article 9 (cont.)

If the employee refuses to consent to testing, he/she will be instructed, in writing, to appear and to submit a urine/blood sample at the designated collection site for the purpose of testing for alcohol and/or controlled substances immediately. Other written directive to produce such a sample shall contain a statement that failure to submit the sample at the required place and time will be considered insubordination and may result in discipline or discharge. The School District will provide transportation to the designated collection site for the purpose of collection of a urine/blood sample.

Section 4 Post Accident Testing: Employees will be required to provide a urine/blood sample to be tested for the presence of alcohol and/or controlled substance as soon as possible after any accident. The urine/blood/breath specimen is to be supplied as soon as possible at the direction of the employer.

An employee who is seriously injured, making them unable to provide urine/blood/breath sample, shall give the school necessary authorization to obtain hospital reports and other documents that would indicate the presence of any controlled substance in his/her system.

Section 5 Testing in Conformity with the Omnibus Transportation Employee Testing Act: The School District may, pursuant to this provision, test employees in manner necessary to allow compliance with the Omnibus Transportation Employee Testing Act of 1991 and the Department of Transportation Regulations implementing the Act. Since the Omnibus Transportation Employee Testing Act requires random testing, such random testing is authorized to the extent necessary to comply with the statutory provisions of the Act of the Drug-Free Workplace Act.

Section 6 Disposition: Positive testing may result in the employee referral to a supervised drug and/or alcohol treatment program. However, employees who test positive are subject to termination. The Union agrees that a positive test is cause for termination. The North Branch Area School District, in its sole judgment, may choose to forego termination and require an employee to participate in a rehabilitation program for a period of up to sixty (60) days provided that:

1. The employee satisfactorily completes the drug and/or alcohol treatment program.
2. The employee remains free of drugs and/or alcohol and strictly complies with North Branch Area School's overall drug and alcohol policy.
3. The employee tests negative for controlled substances and/or alcohol prior to returning to work with the School District.
4. The employee must continue in any after-care program designated by the employer after he/she returns to work.

An employee may return to his/her former classification, position, shift, wages, and benefits after meeting the requirements listed above.

The employer may randomly test an employee within twelve (12) months upon returning to work under this policy. An employee who tests positive for a second time will be terminated.

ARTICLE 10 SENIORITY

A. **Probationary Employees:** New employees hired in the Unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes a probationary period by accumulating sixty (60) work days of employment, said employee shall be entered on the seniority list of the Unit and shall rank for seniority from the date of sixty (60) working days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. In certain situations, the probationary period may be extended for a specified period of time by the employer for a period not to exceed thirty (30) working days subject to discussion with the Union. The reason for the extension shall be put in writing and provided to the employee and the Union.

B. **Representation of Probationary Employees:** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment as set forth in this agreement, except reprimanded, transferred, or discharged employees for other than Union activities. This article does not apply to temporary or substitute personnel hired from time to time.

Article 10 (cont.)

- C. Seniority shall be on an employer-wide basis in accordance with employee's most recent date of hire, except as otherwise specified.
- D. Employees seniority will start the first day they report to work after appointed to the position by the Superintendent of Schools except as otherwise specified.

ARTICLE 11 SENIORITY LIST

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B. The seniority list will show the names and job titles of all employees of the Unit entitled to seniority.
- C. The employer shall prepare a seniority list no later than October 1 of each year. This list will be sent to the Union officers and stewards. The list will be posted in each building for review by the membership. Any challenges to the seniority list regarding any employee's position must be made in writing and presented to the employee's steward within 10 days of the posting. A committee composed of the union chapter chairperson and two other union representatives shall meet with the superintendent or his designee and one other representative from management to hear the challenge and make a final determination by majority vote of the committee.
- D. The employer shall keep the seniority list up-to-date after certification with respect to new hires, transfers, resignations and unpaid leave for more than 30 consecutive days.
- E. If more than one individual in the same classification has the exact seniority date placement on the seniority list shall be by date of hire. If date of hire is identical, placement on the seniority list will be determined by drawing lots among the affected Union members. It will be the responsibility of the Union to conduct these drawings and notify the employer in writing of the results.

ARTICLE 12 LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- A. The employee quits.
- B. The employee is discharged for just cause. In the case of discharge for willful destruction, theft, or other criminal acts, the employee shall lose in addition to seniority, all accrued benefits under this agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer, in proper cases exceptions may be made. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost seniority and 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 set forth in the recall procedure. In proper cases, exceptions may be made.
- E. Return from any leaves of absence will be treated the same as "C" above.
- F. The employee retires.

ARTICLE 13 SENIORITY OF STEWARDS

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

ARTICLE 14 SUPPLEMENTAL AGREEMENT

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be re-opened on any item, whether or not contained herein, or whether or not discussed at any time during negotiations during the life of this agreement. Exceptions may be made by mutual consent.

ARTICLE 15 LAY OFF

The word lay-off means a reduction in the working force during the normal term of the employee, due to a decrease in work or financial crisis or modernization. If it becomes necessary to lay off either twelve-month or school year employees during the time they normally would be working the following procedures will be mandatory:

- A. Probationary and temporary employees in the classification will be laid off first. Regular employees can bump a probationary or temporary employee in another classification so long as they are qualified. (As defined in Article 25)
- B. Seniority employees will be laid off in inverse order of seniority by classification.
- C. When a senior employee is scheduled for lay off, the more senior employee shall have the right to bump any lesser employee in the same classification regardless of the number of hours worked by the less senior employee. Layoffs in the bus driver classification will be by runs not hours.
- D. A seniority employee who is scheduled to be laid off during the normal term of their employment shall have the right to displace a lesser seniority employee in an equal or lower classification provided the employee scheduled to be laid off has previously held that classification and is qualified to hold the position.
- E. The employees' seniority shall be frozen while on lay off.
- F. The employees to be laid off for an indefinite period of time due to a lay-off during their normal time of employment will have at least seven (7) calendar days notice prior to lay-off except in the case of emergency. The local Union secretary shall receive a list from the employer of the employees being laid off prior to the actual lay-off.

ARTICLE 16 RECALL PROCEDURE

When the work force is increased after lay-off, employees will be recalled according to seniority within their classification. Notice of recall shall be sent to the employee by mail to his/her last known address. An employee will remain on the call back list for a term equal to his/her employment. If an employee fails to notify the Employer of his intent to report back to work within five (5) days from the date of mailing of the notice of recall, he/she shall be considered a quit and shall forfeit all accrued benefits. An employee shall have a maximum of ten (10) calendar days from the receipt of the notice to report for work.

Laid off employees working when school is in session only, will be notified by mail as to the tentative starting date of the new school year. Those employees intending to renew their employment shall use the form at the bottom of the notification letter to inform the employer. Failure to do so on the part of the employee shall be considered a quit and the employee shall forfeit all accrued benefits.

ARTICLE 17 PERMANENT TRANSFERS

- A. Transfer of Employees: If an employee is transferred to a position under the Employer not included in the Unit, he/she will retain Unit seniority rights for a two (2) year period.
- B. In the event of a vacancy or newly created position within a classification, employees in that classification shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly created positions within the classification shall be posted in a conspicuous place in each building in the district for at least five (5) calendar days. These vacancies may be filled on a temporary basis without regard to seniority for seven (7) days. Employees desiring to have the opportunity to fill such vacancies or newly created positions shall make an application in writing to the employer or complete a transfer request form. If a bid meeting is held the position vacated by movement into a new or open position will be filled at this bid meeting and not be subject to posting unless the position remains open at the end of the bid meeting. If a position remains open at the end of the bid meeting it shall be posted bargaining unit wide for five working days. Such position shall be awarded to the employee with the highest seniority who meets the minimum qualifications.

Article 17 (cont.)

- C. The Employer agrees that any movement of work not covered in A and B above, will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 18 PROMOTIONS

Promotions shall be defined as a change to a job with a higher rate of pay, or one which normally provides more working hours outside the existing classification and is within the bargaining unit. Promotions within the bargaining unit shall be based on qualifications, experience, seniority, and other relative factors as determined by the Employer. Job vacancies will be posted for a period of five (5) working days. When qualifications are essentially the same, the senior Union employee will be given a trial period of twenty (20) working days. During the trial period, the employee shall receive the rate of the job they are performing. In the event the Union applicant is denied the promotion, reasons for the denial shall be given in writing, to the chapter chairperson within five (5) working days after the position is filled. The employer will give the Union Chapter Chairperson advance notice of upgrading in all job qualifications as they occur from time to time.

ARTICLE 19 VETERANS

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 20 EDUCATION LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the universal military training act as amended, and other applicable laws and regulations will be granted a leave of absence for a period of one year renewable at the discretion of the Board of Education.
- B. Employees who are in some branch of Armed Forces Reserves, or the National Guard, will be paid the difference between their Reserve Pay and their regular pay with the district for when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 21 UNPAID LEAVE OF ABSENCE

- A. Unpaid leaves of absence for a period not to exceed one (1) year may be granted by the Board of Education for the following reasons:

1. Serving on an elected position for one term or appointed position for one (1) year in public office or Union office.
2. Maternity/Child Care Leave
3. Illness Leave (physical or mental)
4. Prolonged illness in the immediate family
5. Educational Leave

Such leaves may be extended at the sole discretion of the employer.

- B. Employees whose absence extend beyond the twelve-weeks of Family Medical Leave (FMLA) and/or have qualified for long-term disability benefits will be considered on unpaid leave of absence. After twelve consecutive work months on unpaid leave of absence the employee's position will be posted.
- C. Employees' seniority will remain frozen while on any leave of absence granted by the provisions of this agreement and shall be returned to the position they held at the time the leave of absence was granted, or a similar position to which the employees' seniority entitles, if such a position is vacant and the employee can do the job. If no vacancy exists, the employee with the least amount of seniority in the returning employees' classification may be laid off.
- D. Members of the Union elected to attend a function of the International Union, such as a convention or educational conference, shall be allowed time off without pay to attend such conferences and/or conventions. The employee must give the Employer at least seven (7) days advance notice.

- E. Anyone on unpaid leave must notify the employer if they would like their health insurance coverage continued during their unpaid leave. The continuation of health insurance during unpaid leave of absences will be at the employee's expense.
- F. Employer will grant leaves of absence consistent with the provisions of the Family/Medical Leave Act (FMLA).

ARTICLE 22 UNION BULLETIN BOARDS

The employer will provide space in each building, which may be used by the Union for posting notices of the following type:

1. Notice of recreational and social events.
2. Notice of elections.
3. Notice of results of elections.
4. Notice of meetings.

The Union will provide the Superintendent with a copy of all such notices.

ARTICLE 23 NEW CLASSIFICATION

When a new job is placed in the Unit and cannot be properly placed in the negotiation classifications, the Employer will establish a rate. The job will be paid that rate for a thirty- (30) day trial period, after which a permanent rate shall be established by the Employer. In the event the Union does not agree with the rate of the new job, it shall be subject to negotiations.

ARTICLE 24 TEMPORARY TRANSFERS

- A. Temporary transfer for the purpose of filling vacancies of Union employees who are absent because of illness, etc. will be at the discretion of the employer subject to the following conditions:
 1. With less than two (2) hours notice of absence the employer can fill the absent position without regard to the provisions of this article.
 2. Between two (2) and seventy-two (72) hours notice of absence the employer will fill the vacancy from within the classification of the absent Union member.
 3. When seventy-two (72) or more hours of notice is given, the replacement will be selected based on seniority within the classification of the absent Union member.
 4. The employer may limit to two (2) the number of bargaining unit substitutes to cover any given absence within a classification.
 5. Before any Union member can serve as a substitute, he or she must request that their name be placed on the classification substitute list. Once a requested substitute refuses substitute work two (2) times, his or her name may be removed from the list for the remainder of that year.
 6. When the employer places a substitute Union employee in a classification other than his or her own, the employee will receive the rate of pay of that classification for all hours worked as a substitute.
 7. Excluding cooks, the provisions of this article apply only to temporary transfers within the building in which the temporary vacancy exists.
 8. The provisions of this article do not apply if the temporary transfer would place an eligible employee into an overtime situation.

ARTICLE 25 TEMPORARY EMPLOYMENT STATUS

The Employer may hire temporary employees during those months when schools are normally not in session, provided however, in no case will the period of employment of these temporary employees exceed ninety (90) days. It is expressly understood that the temporary employees may not be employed during a lay-off of regular employees. Temporary employees are not covered by any other provisions of this agreement. The employer may hire school session employees who desire to work when school is not in session. Such employees may apply for available positions regardless of classification. Bargaining unit will be considered first with the exception of students paid by the Government.

ARTICLE 26 JURY DUTY

- A. An employee who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay for a maximum of sixty (60) days in any one (1) year.
- B. An employee does not have to report back to work on any Jury Duty day in which they serve over four (4) hours on a jury.

ARTICLE 27 EQUALIZATION OF OVERTIME HOURS/FIELD TRIP ROTATION

- A. The bus drivers/bus riders will continue the present system of rotating field trip runs.
- B. Overtime hours shall be divided as equally as possible among employees in the same classification and in the same building or work site.
- C. The employer shall keep a record showing the overtime of each employee. The overtime record will be available to the chapter chairperson and/or stewards.
- D. Extra time worked is not considered overtime until it goes beyond eight (8) hours per day or forty (40) hours in a week.

ARTICLE 28 NO STRIKE PLEDGE

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the employer subscribe to the principle that the difference shall be resolved by peaceful and appropriate means without interruption of the school program. The Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow-down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system pertaining to their wages, hours, and other conditions of employment.

ARTICLE 29 WORKER'S COMPENSATION

- A. Each employee will be covered by the applicable worker's compensation laws.
- B. A disabled employee will be covered by the employee's own accumulated sick days, or by other form of Board paid insurances. An employee receiving Worker's Compensation under the above conditions will pay back to the Board of Education an equal amount received from Worker's Compensation.
- C. Employees may use sick leave for the first seven (7) days they are off on a compensatory injury.

ARTICLE 30 WORKING HOURS

- A. A normal full workday will be as follows:

	<u>HOURS</u>
1. Custodians, Maintenance, Maintenance Team Leader, Bus Technician, Grounds/Utility, Delivery/Utility*	8
2. Secretaries, School Nurse,	7.5
3. Cook, Paraprofessional, Aide	6
4. Bus Driver, Bus Rider (1.5 hrs per run and 5 runs per day)	7.5

*Current Delivery/Utility will continue to receive full benefits for six (6) hours provided they take additional hours as assigned.

Article 30 (cont.)

**If during the life of this contract, the district implements a full-day kindergarten program and eliminates mid-day kindergarten bus runs, all drivers who lose their fifth run will be grandfathered as full-time drivers for benefit purposes.

- B. Employees working six (6) or more hours will receive a ten (10) minute break each half-shift. Those employees working four and one-half (4.5) consecutive hours will receive one (1) ten (10) minute break.

ARTICLE 31 ATTENDANCE

The parties agree to establish a committee to discuss the establishment of an attendance policy. The committee shall meet during the period of the agreement to discuss issues related to employee attendance and will endeavor to prepare a recommendation to the Board and the Union regarding the establishment of an attendance policy prior to the beginning of the 2007-2008 school year. Such policy shall be incorporated into this Agreement under this Article.

ARTICLE 32 ACT OF GOD DAYS

- A. On "Act of God" days the following employees are scheduled to work: maintenance, custodians, grounds/utility, delivery/utility, and bus technicians.
- B. Employees who normally do not work on snow days and report to work on a snow day will be compensated if school is not closed prior to the employee's first thirty (30) minutes after normal starting time. Compensation will be for all hours worked on that day with a minimum payment of one (1) hour, including bus drivers and bus riders. All compensation over one (1) hour will be paid in fifteen (15) minute increments.
- C. No extra compensation will be paid to employees for "make-up" days when the district falls below the required minimum number of days of instruction.

ARTICLE 33 SICK LEAVE

- A. All seniority employees covered by this agreement will be credited with one (1) equivalent shift per month in which they work toward sick leave. Employees unused sick days shall accumulate from year to year. An employee must work the majority of the workdays in a given month to accumulate an earned sick day.
- B. At retirement or permanent separation (not to include discharge or death) of employment the Board of Education shall pay the employee thirty-five percent (35%) of their respective daily rate per each day of accumulative sick leave providing the employee has fifteen (15) years of continuous service in the North Branch School System.
- C. Employees must use all accrued sick or personal time before they can take time unpaid except for long-term disability or worker's compensation claims. For FMLA leave, employees may reserve up to five (5) days of their accumulated sick time.
- D. Employees may use up to three (3) of their accumulated sick days each school year to receive compensation for days when school is called off due to weather or other occurrence.
- E. Employees may use up to three (3) sick days in a school year for the care of an immediate family member.

ARTICLE 34 PERSONAL LEAVE DAYS

Employees may request up to three (3) days of their sick leave allowance per year to be used as personal days. One (1) of the three (3) days may be used for any reason with the proper notification as stated elsewhere in this article. The remaining two (2) days are to provide the employee with time off to handle personal matters which normally cannot be handled outside working hours, for example: medical, legal, domestic, banking, and dental appointments. Personal days may not be used on days immediately preceding or following holidays or vacations, except in the case of an emergency, nor may they be used if they interfere with the efficient operation of the department. The employee must notify the employer of plans to use a personal day at least three (3) working days prior to the date requested except in the case of an emergency. Personal Business Days cannot be used for recreation or pleasure except for the one (1) N.O.Y.B. day.

ARTICLE 35 FUNERAL LEAVE

- A. An employee may take up to three (3) scheduled workdays without loss of pay for death in the immediate family. The immediate family will be defined as mother, father, children (own, adopted, step and/or foster), brother, sister, spouse, parents of spouse, and grandparents or grandchildren of the employee.
- B. The employee will be allowed to use one sick day to attend the funeral outside of the immediate family.
- C. In the event of the death of a member the Chapter Chairperson will be allowed time off to attend the funeral.

ARTICLE 36 TIME AND ONE-HALF AND DOUBLE TIME

Time and one-half (1.5) will be paid for all work done on Saturdays except as otherwise noted. Time and one-half will also be paid for all hours over eight hours in any one day. Double time will be paid on Sundays and Holidays except where otherwise noted.

ARTICLE 37 HOLIDAY PROVISIONS

Employees who have completed their probationary period will receive holiday pay as specified below if they have worked on the last scheduled day immediately preceding the holiday and the first scheduled day following the holiday. School year employees will be paid holiday pay for only those holidays that fall within the first and last day of the employee's schedule work year except Labor Day. Designated holidays are:

- | | |
|-------------------|---|
| 1. New Years Day | 6. Thanksgiving |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Christmas Day |
| 4. Fourth of July | 9. Day after Christmas |
| 5. Labor Day | 10. Christmas Eve Day (Only employees scheduled to work during Christmas break) |

When a holiday falls on Saturday, it will be recognized on Friday and holidays that fall on Sunday will be recognized on Monday. New Years Day and Fourth of July are not considered paid holidays when they fall on Saturday or Sunday. These holidays are in addition to school session days. Labor Day shall be a paid holiday for all seniority employees.

ARTICLE 38 VACATIONS

- A. Twelve-month employees with more than one year seniority at the start of the fiscal year (July 1st) will have the following vacation schedule:
 - One (1) year to less than three (3) years of continuous service... five (5) days.
 - Three (3) years to less than seven (7) years of continuous service... ten (10) days.
 - Seven (7) or more years of continuous service ... fifteen (15) days.
 - Twenty-one (21) years of continuous service ...sixteen (16) days.
 - Twenty-two (22) years of continuous service ...seventeen (17) days.
 - Twenty-three (23) years of continuous service ...eighteen (18) days.
 - Twenty-four (24) years of continuous service ...nineteen (19) days.
 - Twenty-five (25) years of continuous service ...twenty (20) days.
- B. Employees who transfer to a 52 week position from a school year position will be eligible for vacation benefits on the July 1st following the completion of one (1) year of service in the 52 week position. Vacation benefits will be computed based on years of service in the district.
- C. Vacations will be granted at such times during the year, including Christmas and Easter break, as are suitable considering both the wishes of the employees and the efficient operation of the department concerned. Twelve-month employees may take one week of their accumulated vacation during school year.
- D. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not interfere with the efficient operation of the department concerned. Vacation time must be used in the year it is granted.

Article 38 (cont.)

- E. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- F. A vacation may not be waived by an employee and extra pay received for work during that period.
- G. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- H. If an employee is discharged, he forfeits his/her vacation for the year. If an employee quits without two (2) weeks notice, he also forfeits his vacation for the year. An employee laid off or retired or otherwise terminated, shall receive his earned vacation for each month worked or major portion thereof, since the last anniversary date of the employee to the termination date.

A recalled employee who received credit at the time of lay off of the current calendar year will have credit deducted from his vacation the following year.
- I. Vacation Pay Rate: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefit provided for in this agreement.

ARTICLE 39 INSURANCE COVERAGE

The employer reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement with no reduction in the benefits described below.

- A. **Hospitalization - Medical Coverage:**
The Employer agrees to pay 96% of the premium for Hospitalization-Medical including prescription coverage as established January 2010 for the employee. **No duplication of coverage.** This coverage shall be applied to all seniority employees. Anyone retiring at the end of the regular school year will have his or her health insurance continued through August 31^s of that year. Employee contributions toward the premium shall be withheld from the employee's paycheck in equal installments on a pre-tax basis.
- B. **Dental Insurance:**
The employer agrees to pay 96% of the premium for a Dental plan as established October 2010 with 80/80/80 coverage with \$1,000 maximum for all employees receiving health coverage through the school.
- C. **Vision Care Insurance:**
The employer agrees to pay 96% of the premium for a Vision Plan as established January 2010 for all employees receiving health coverage through the school.
- D. Employees who are eligible for health insurance but opt out of receiving insurance coverage under this article will receive one (1) extra day of pay - payable in the last check of the school year.
- E. **Life Insurance:**
\$10,000 Life Insurance Policy for all eligible employees receiving health insurance (Eligibility Standards set by the Insurance Company). Any employee not eligible to receive policy will receive payment equal to the cost of the premium. Employees not receiving health insurance under the provision of this agreement shall receive life insurance coverage in the amount of \$12,500.
- F. **Long-Term Disability Insurance:** starting on the 90th day at 60% of employee's pay up to a monthly maximum benefit of \$1,500: For the purpose of LTD benefits, employees can only use their accumulated sick leave for the first ninety (90) days of disability. Starting with the 91st day of disability, the employee is obligated to draw from their LTD policy. Any accumulated sick days in excess of ninety (90) days will remain frozen for employee's use after being discharged from LTD coverage. An employee's health insurance premiums will continue to be paid by the employer for the number of accumulated sick days the employee had in reserve at the time of commencing LTD coverage. Employees will not be permitted to draw both LTD benefits and accumulated sick days simultaneously.

Part-time employees' fringe benefits will be computed on a pro-rated basis to the percentage they work as compared to a full time employee.

Article 39 (cont.)

Employee contribution for 2010-2011 will be determined based on premium cost at ratification of this contract. For 2011-2012 and beyond the employee contribution will be based on the July renewal premium rates.

ARTICLE 40 COMPUTATION OF BENEFITS

- A. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.
- B. Employees hired after August 30, 2006 must work a minimum of 25 hours per week to be eligible for fringe benefits. (Employees hired prior to August 31, 2006 will be eligible for insurance coverage if they work at least half-time in their positions as defined in Article 30)
- C. Less than full-time employees' fringes and benefits will be computed on a prorated basis to the percentage they work as compared to a full time employee in the same classification.
- D. For the purpose of this article, full time status refers to Article 30 at maximum hours.
- E. Less than full time employees currently receiving complete fringe benefits shall be required to take additional work, when available, to maintain their full fringe benefits under this agreement. A former full time employee returning from lay-off to a part-time position will receive pro-rated fringe benefits.
- F. An employee must work the majority of the scheduled workdays between the start of the school year and the longevity payment in December, to receive an annual longevity payment.

ARTICLE 41 LONGEVITY

Each Union member shall receive a longevity payment per the following schedule:

SERVICE YEARS	EARLIEST SENIORITY ON/OR BEFORE	2010-2011
5 YEARS	6-30-06	\$245.00
9 YEARS	6-30-02	\$307.00
13 YEARS	6-30-98	\$369.00
17 YEARS	6-30-94	\$431.00
20 YEARS	6-30-91	\$496.00
25 YEARS	6-30-86	\$549.00

Longevity payments shall continue until retirement or separation. For the purpose of longevity credit, longevity will mean continuous service and payment will start at the beginning of each year (July 1st) on the above payment chart.

ARTICLE 42 METHOD OF PAYMENT

- A. The employer will allow employees to draw their pay over twenty (20) or twenty-four (24) pays.
- B. Employees may use payroll deduction for employer approved financial institutions and annuities.
- C. Custodians on the afternoon shift may pick up their checks prior to the start of their shift on the day preceding a payday during the school year.
- D. The employer will reimburse employees who are required to use their own vehicle for conducting school business at a rate of 36 cents per mile.
- E. Employees will be paid a minimum of two hours of regular time for responding to calls from their supervisor, to report, that occur outside of their regular working hours.

ARTICLE 43 TERMINATION

This agreement shall become effective when both parties have certified and signed it and shall continue in full force and effect until June 30, 2011.

- 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 the 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 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 part of this agreement, without modifying or changing any of this agreement.
- E. Notice of Termination and Modification:
 - 1. Notice shall be given in writing and shall be sufficient if sent by certified mail addressed to the Union to the Local Chapter Chairman and if to the Employer, the Superintendent of Schools, or to any such address as the Union and the Employer may make available to each other.

ARTICLE 44 APPENDICES

The following are incorporated and made part of this Agreement:

- A. Retirement Pay
- B. Classification and Rates
- C. Aides
- D. Paraprofessionals
- E. Transportation Staff
- F. Maintenance/Custodial Department Staff
- G. Cooks

**AGREEMENT BETWEEN NORTH BRANCH AREA SCHOOLS AND NORTH BRANCH AREA SCHOOLS
EMPLOYEES, CHAPTER OF LOCAL 1421, COUNCIL #25, AFSCME, AFL-CIO**

SEPTEMBER 2, 2010 AND TERMINATE JUNE 30, 2011

In witness whereof the parties hereto have caused this instrument to be executed on the day and year which appears with their signatures.

For the Union:

For the Employer:

Date

Date

APPENDIX A RETIREMENT PAY

Upon retirement and/or separation, an employee with fifteen (15) or more years of continuous service with North Branch Area Schools shall receive \$35.00 retirement/separation pay for each year worked. An employee with twenty (20) or more years of continuous service shall receive \$45.00 retirement/separation pay for each year worked.

APPENDIX B CLASSIFICATION AND RATE

CLASSIFICATION	2010-2011	
	HIRE DATE PRIOR TO 2-1-97**	HIRE DATE AFTER 2-1-97**
AIDE	10.26	9.23
BUS DRIVER	16.36	14.71
BUS RIDER		10.52
BUS TECHNICIAN	16.26	14.63
COOK	14.20	12.78
CUSTODIAN	15.45	13.89
DELIVERY/UTILITY		12.26
GROUNDS/UTILITY		12.82
MAINTENANCE	16.26	14.63
MAINTENANCE TEAM LEADER		19.26
PARAPROFESSIONAL	12.84	11.56
SECRETARY	15.07	13.57
SCHOOL NURSE		16.32

**Paraprofessionals and Aides hired after July 1, 2004 will receive the lower rate for that classification. All other employees hired after February 1, 1997 will receive the lower rate of pay for each classification.

Bus Drivers shall have a work schedule consisting of school session days and one (1) day. They are required to report to work the day before student's first day of school.

Paraprofessionals, Aides, and Nurse, shall work school session days as scheduled by employer.

Cooks will work school session days and up to three (3) additional days as scheduled by employer.

Secretaries work schedule will begin up to fifteen (15) days prior to the first day on which teachers report and shall end up to fifteen (15) days after the last day teachers work. The Employer shall schedule these additional days.

Secretaries will work on all days in which the teachers work and will normally be off when the teachers are off, except as otherwise provided. If they are required to work on non-teacher, non-holiday days, they will receive their regular straight time rate.

APPENDIX C AIDES

- A. Aides shall be assigned to the “same position” held the previous year if the same position exists. If the number of hours has increased or decreased by more than 15 minutes, or if the position has been eliminated, staffing shall occur in accordance with Article 15. Any bumping resulting from a change in the initial position may occur simultaneously with the posting of a bid meeting with a listing of available positions.
- B. A “displaced employee” is an employee whose current position is being eliminated, reduced or who has been bumped from their position and has sufficient seniority to maintain employment within the bargaining unit, subject to the provisions of Article 15.
- C. A “laid-off employee” is an employee who does not have sufficient seniority to maintain employment in the bargaining unit. Any employee who is laid-off will receive verbal and written notice in accordance with Article 15.
- D. In the event of transfer from within the Aide classification, the employee may be trained to learn specific job requirements.
- E. Aides hired prior to May 1, 1993 will be paid at the Paraprofessional rate at the higher level. Aides hired after May 1, 1993 but before July 1, 2004 will be paid at the higher level Aide rate. These dates will be considered for compensation of Paraprofessionals transferring (voluntarily or involuntarily) to a position in the Aide classification.
- F. As it pertains to Article 15, Article 17, and Article 24 the Paraprofessional and the Aide classifications will be considered the same for employees employed on August 15, 2005.

APPENDIX D PARAPROFESSIONALS

- A. Paraprofessionals shall be assigned to the “same position” held the previous year if the same position exists. If the number of hours has increased or decreased more than 15 minutes, or if the position has been eliminated, staffing shall occur in accordance with Article 15. Any bumping resulting from a change in the initial position may occur simultaneously with the posting of a bid meeting with a listing of available positions.
- B. A “displaced employee” is an employee whose current position is being eliminated, reduced or who has been bumped from their position and has sufficient seniority to maintain employment within the bargaining unit, subject to the provisions of Article 15.
- C. A “laid-off employee” is an employee who does not have sufficient seniority to maintain employment in the bargaining unit. Any employee who is laid-off will receive verbal and written notice in accordance with Article 15.
- D. In the event of transfer from within the Paraprofessional classification, the employee may be trained to learn specific job requirements. The employee shall be given a twenty (20) workday trial period to satisfactorily perform the duties of the position. If the employee is unable to demonstrate satisfactory performance, the employee will be returned to their previous position. The employer will provide the reason in writing to the employee.
- E. Any applicant for a Paraprofessional position must meet the qualifications established by the employer.
- F. As it pertains to Article 15, Article 17, and Article 24 the Paraprofessional and the Aide classifications will be considered the same for employees employed on August 15, 2005.

APPENDIX E TRANSPORTATION STAFF

- A. Bus Drivers and Bus Riders will receive \$6.95 (06-07), \$7.15 (07-08), and \$7.40 (08-09) per hour for attending driver's school and for extra trips. Meal allowance of \$6.95 (06-07), \$7.15 (07-08), \$7.40 (08-09) will be paid for six (6) hour classes in driver's school and for extra trips over five (5) hours. Drivers and Riders will not be paid for more hours than are required for state certification.
- B. The relief driver or rider replacing a regular driver or rider who is taking an extra trip will be paid by the employer. The regular driver or rider will receive 3/4 pay for their regular run in addition to the extra trip.
- C. If a driver reports for a field trip on a non-school day and the field trip is canceled, the driver will receive one (1) hour field trip rate for show up time.
- D. The employer will pay for required physical exams, required drug and alcohol testing and other medical testing required by the employer.
- E. Tool allowance for bus technicians will be paid \$500 per technician per year at the close of each subsequent school year.
- F. A Bus Driver or Bus Rider will be paid up to three (3) hours after a bus accident occurs.
- G. In the event a special needs driver is absent, the bus rider assigned to that bus will bump into the bus driver position. In all other circumstances, the bus rider shall have the same contractual rights as bus drivers.

APPENDIX F MAINTENANCE/CUSTODIAL DEPARTMENT STAFF

- A. When bargaining unit employees are assigned weekend checks, the employee will be paid a stipend of sixty-five dollars (\$65) per day.
- B. Weekend check assignments shall be made within the maintenance classification by seniority. In the event a maintenance employee does not elect to work a weekend check, assignments shall be made by seniority from those qualified in the custodial, grounds/utility, and delivery/utility classifications.
- C. A time shall be set at least once a year to train custodians, grounds/utility, and delivery/utility employees who are interested in conducting weekend building checks.

Custodial Overtime (Formerly Letter of Agreement)

- D. Record of hours worked by each custodial employee for overtime during the school year would be kept by the supervisor.
- E. Custodial staff with low hours worked in the building will be the overtime.
- F. These hours would be divided equally among custodial staff that have the lowest number of hours worked to cover the building's event.
- G. Custodian within this pool with seniority would be given first choice in regards to opening or closing.

APPENDIX G COOKS

- A. If extra time is required as part of the job responsibility it stay with the person holding that job. (cleaning fryers, slicing meat, etc.)
- B. Extra time for inventory and state truck shipments will be given based on seniority in the building.
- C. For special events, extra time will be given based on seniority within the district.
- D. Overtime will be equalized as evenly as possible among all cooks in the district.
- E. Extra time is all time worked up to and including 8 hours per day or 40 hours per week.