

# **Agreement**

*Between*

***Alpena Public Schools  
Alpena, Michigan***

*And*

***United Steelworkers  
Local 207***

July 1, 2011 – June 30, 2013

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## AGREEMENT

THIS AGREEMENT is entered into this 20<sup>th</sup> day of June, 2011 by and between the BOARD OF EDUCATION OF ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the UNITED STEELWORKERS –on behalf of Local 207, AFL-CIO-CLC, hereinafter called the "Union".

The parties agree as follows:

### I. RECOGNITION AND DUES CHECK OFF

A. The School District recognizes the Union as the sole and exclusive bargaining representative for all its employees; and for the purpose of this Agreement, the term employees as certified by the State of Michigan Employment Relations Commission as the Bargaining Unit shall include all building service employees including Lead Custodians, Custodians, Lead Cooks, Assistant Cooks, Cafeteria Helpers working three (3) or more hours per day and Utility Maintenance. This representation applies both to the classification and the type of work performed by these classifications. All other employees are not included.

B. The following employees shall not be subject to the terms of this Agreement:

1. Supervisory personnel.
2. Substitutes.
3. Cafeteria helpers working less than three (3) hours per day

C. 1. All persons employed in the Bargaining Unit, or who become employees in the Bargaining Unit, shall, after forty-five (45) days worked or sixty (60) calendar days, whichever comes first, of the date of hire shall as a condition of employment pay either union membership dues or a service fee in an amount established by the Union.

2. The School District and Union agree that the payroll deduction of union membership dues and/or service fees is required as a condition of the collective bargaining agreement. The School District will accordingly deduct the amounts designated by the Union through payroll deduction pursuant to the authority set forth in MCLA 408.477.

3. Service Fee Payors: Bargaining Unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union policy and procedures regarding

objections to political-ideological expenditures. The remedies and procedures for contesting the level of service fee set forth in this policy shall be exclusive, and unless and until procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Should the mandatory payroll deduction provisions set forth in this Article become legally disallowed, the parties agree that the discharge procedures set forth in Article I. C. of the 1988-90 collective bargaining agreement shall be reinstated.

5. In the event of any legal action against the employee because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the School District and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

D. 1. The School District shall deduct union dues, initiation fees and assessment or agency shop fees in accordance with procedures allowed by current data processing system and remit same to the International Treasurer of the Union each month for all employees who have received a minimum of five (5) days pay.

2. When an employee does not have sufficient money due after deductions have been made for social security, retirement, group insurance, garnishments or other deductions required by law, union dues will be deducted when sufficient money is due the employee.

E. The Union shall notify the School District in writing of the amount of dues and initiation fees to be deducted and fifteen (15) days in advance whenever they are changed thereafter.

F. A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished the International Treasurer and the Local Union Financial Secretary at the time that the dues and initiation fees are remitted. This shall be done following the last pay of each month.

G. The District shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deduction made from employee wages earned.

## II. REPRESENTATION

A. For the purposes of representation in negotiations and in the grievance procedure, the School District recognizes the Union Grievance and Negotiation Committee of three (3) members and Stewards for the following:

1. Custodian
2. Cafeteria Employees
3. Utility

B. Members of the Grievance and Negotiation Committee and Stewards shall be compensated at their regular rate of pay for all working time lost in adjusting grievances and negotiation of the contract. Board compensation is limited to three (3) members.

C. The Union will keep the School District informed concerning the current officers and representative of Local 207.

### III. SENIORITY

#### A. School District Seniority

School District seniority is defined as the length of an employee's continuous employment from most recent date of employment by the School District.

#### B. Seniority Lists

The School District will furnish to the Union two (2) copies of the current list of employees which shall include the employee's name, hiring date, department, departmental seniority date and classification. This list will be revised once each fiscal year and sufficient copies forwarded to the President of Local 207 and a copy to the International Representative. The first seniority list shall be attached to this Agreement and become a part thereof. If no errors are reported by the Union within thirty (30) calendar days, the list shall be considered correct and stand as is without grievance.

#### C. Loss of Seniority

1. An employee shall lose seniority and be terminated if:
  - a. The employee quits or retires.
  - b. The employee is discharged and the discharge is not reversed.
  - c. The employee is absent three (3) working days without notice or approval.
  - d. The employee fails to report for work when recalled from layoff, as set forth in the Agreement.
  - e. The employee is laid off for a period of four (4) years. Employee shall keep the Human Resources Office informed of current address and phone number.
  - f. The employee fails to return to work upon expiration of a leave of absence.
  - g. Employee falsifies information on the application for employment.
  - h. The employee gives a false reason for a leave of absence or engages in other employment during such leave.
2. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority within time limits in C. 1. e. above.
3. Any person whose seniority has been terminated and who later is re-employed shall be

considered in every respect as a new employee and a new seniority date shall be established on the date of re-employment.

4. An employee shall lose all seniority, accrued rights and benefits upon termination of employment as specified under Article III, C. of the Agreement unless otherwise specified in this Agreement.

D. Probationary Period

1. New employees hired in the unit shall be considered as probationary employees for the first forty-five (45) days worked or sixty (60) calendar days, whichever comes first. At least thirty (30) work days must occur when students are in session. Said probationary period shall be without seniority, leave days or other benefits. Any employee whose probationary period has been extended because of this provision shall have full access to leave days and other benefits during the extended period.

2. If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee.

3. The School District shall be the sole judge of the acceptance of employees during the probationary period and no controversy concerning the continued employment of these employees shall be subject to appeal or grievance.

E. Department Seniority

1. The employee's departmental seniority shall accumulate continuously from the date of most recent employment in the department until terminated by provisions of this Agreement.

2. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- a. Custodial
- b. Utility
- c. Cafeteria

3. When more than one (1) employee is hired on the same day, departmental seniority

will be determined by alphabetical sequence of last names.

4. When an employee transfers from one department to another, seniority in the previous department shall be frozen and a new seniority date will be established in the new department. If the employee returns to the former department, seniority will continue to accrue from the previously frozen seniority date.

5. For purposes of vacations and sick leave days, an employee's seniority shall be computed as of the most recent date hired.

6. Employees within a building may exercise seniority to change their daily work station in the event a substitute is needed to cover an employee absence. Employees exercising this option shall arrange for their own substitutes and list their absence as the shift of the person replacing them when posting the absence on line (currently PCMI – Willsub). Employees not following the directions established in this section will be retrained the first time and have this right suspended if there is a second violation. The supervisor may also re-assign employees to different work stations as a result of absences providing these absences occur in the same building on the same shift.

F. Vacancies

1. A job will be considered a permanent vacancy when the employee holding the job has terminated employment, is discharged, transferred or when it is a newly created job. Vacancies resulting from an extended absence and known to be thirty (30) days or longer shall be considered a temporary vacancy.

2. When a permanent or temporary vacancy exists or is known in advance, a notice will be posted on the Local 207 bulletin board in each building describing the work assignment and advising that applications will be accepted from employees within their respective department. This notice will specify the final date and hour for receipt of applications. (Minimum notice of three (3) working days or ten (10) calendar days for those employees with an excused absence or until those pertinent employees on vacation are notified.)

Positions will be posted when the hours increase or reduce by one hour or more,

unless all positions within the classification are increased or reduced.

3. Vacancies filled by employees within the Department shall be based on the ability to perform the work with senior employees given first consideration.

4. When a vacancy, either temporary or permanent, cannot be filled by applicants from within the Department, the School District will interview and may hire applicants from other departments based upon their ability to perform the work with senior employees given first consideration. However, except for employees on lay-off, it is understood that the transfer of cafeteria employees, i.e. lead cook, assistant cook, and cafeteria helper, to other departments is at the sole discretion of the Board.

5. Employees filling a temporary vacancy shall receive the rate of pay for the job being performed, shall have the right to the bidding procedure and shall return to their most recent permanent work assignment upon termination of the temporary vacancy. If their former position no longer exists, the employee shall take the least senior permanent position within the department where the employee holds seniority.

6. An employee permanently transferred to a different classification shall have a trial period of not less than ten (10) working days nor more than thirty (30) working days and shall receive the rate of pay for the job being performed. If the employee is not retained in the position or decides not to accept the position, the employee shall be reinstated without loss of seniority in the former position or if it no longer exists, will take the least senior permanent position within the department. The employee shall not request transfer to the same or similar position for a period of two (2) months.

G. Layoff

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the School District shall retain those employees with the greatest department seniority provided they are properly qualified and physically able to perform the available work. The employees who are subject to transfer due to a reduction of the work force or a building closure shall be entitled to use their seniority right to bump as follows:

(a) Employees may bump the least senior employee in the same classification and shift with

the same or less number of hours.

(b) If a position is not available as defined above, an employee may bump the least senior employee in an equal or lower rated classification on the same or different shift, with the same or less number of hours, assuming minimum qualification for a position are met.

(c) If a position is not available as defined above, an employee may bump the least senior employee in an equal classification on the same or different shift, with same or less numbers assuming minimum qualifications for a position are met.

(d) If no positions remain open an employee being laid-off from one department who had previously accumulated seniority in another department may bump the least senior employee in the former department provided that s/he is qualified, is physically able to perform the available work and the bumped employee has less district seniority.

(e) An employee who works part of their position as a lead and part as a custodian may bump the least senior employee with the lead classification on the same or different shift assuming minimum qualifications for the position are met.

2. Whenever any employee is to be laid off, the School District shall notify the employee and Chairperson of the Grievance Committee at least twenty-four (24) hours in advance of such layoff, providing the Board receives in writing an updated list of union officers each year.

#### H. Recall

1. Laid-off employees shall be recalled in accordance with departmental seniority; that is, the employee with the greatest seniority shall be recalled first; provided they have the ability and are physically able to perform the duties of the job that is open.

2. When recalling laid-off employees, the School District will notify them by telephone if possible. The telephone contact will be confirmed by letter. If the employee is unable to be reached by telephone, a certified letter will be mailed to the employee's last known address. If such employees do not notify the School District within ten (10) calendar days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be

considered as having quit and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the School District may call the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

3. It is clearly understood that any individual laid off shall automatically suspend the employer's obligation to salary or fringe benefits under this Agreement.

4. Should an employee be offered a work assignment to fill a permanent vacancy for which they are qualified and refuse such appointment, said employee will lose the right to remain on the seniority recall list and shall be considered as having quit.

5. Notwithstanding any of the seniority rules contained herein, the Union President and Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of their department seniority list, provided, however, that this preferential seniority shall be only for the purpose of determining layoff and recall.

#### IV. GRIEVANCE

##### A. Definition:

A grievance is defined as any controversy between the parties hereto; or between the School District and any employee covered by this Agreement, which relates to:

1. Working conditions at the school buildings applicable to this Bargaining Unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

B. A grievance shall be processed in Step One within five (5) calendar days of its occurrence or knowledge of the occurrence.

##### C. Procedure:

###### 1. Step One

Any employee with a complaint should discuss this complaint with his/her immediate supervisor, his/her Steward being present or absent, at a time which does not unduly interfere with the employee's normal work schedule or duties. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the supervisor with the Steward shall take place to try to effect settlement. The Chairperson of the Grievance Committee may substitute for Departmental Stewards in case of absence or at a location where no specific Steward has been provided.

If Step One does not effect settlement within five (5) working days from the meeting between the Steward and the immediate supervisor, the grievance shall be reduced to writing by the Chairperson of the Grievance Committee and given to the immediate supervisor for a written response. The immediate supervisor shall have five (5) working days to respond in writing.

###### 2. Step Two:

Within five (5) working days after receiving the written answer provided in Step One, the Grievance Committee may continue to process the grievance by submitting the grievance to the Director of Human Resources. Upon receipt of the grievance, the Director of Human Resources or designated representative must within ten (10) working days meet with the Grievance Committee and International Representative and try to resolve the matter. Within ten (10) working days after conclusion of

this meeting, the Director of Human Resources or designated representative shall respond in writing to the Union with the District's position on the grievance.

3. Step Three:

In the event the matter is not resolved in Step Two, the grieving party shall have the right to submit the matter to the State of Michigan, Department of Labor, Employment Relations Commission requesting the assistance of a mediator, providing that notice of the grieving party's intent is given to the other party within ten (10) working days from receipt of the written answer to Step Two. Failure to do so within the time allotted above will result in the complaint being abandoned.

4. Step Four:

If Step Three does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the American Arbitration Association; provided that said party shall give written notice to the American Arbitration Association and the other party of its intention within thirty (30) working days after meeting with the mediator provided for in Step Three. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn.

a. The Arbitrator in Step Four shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance, but shall have not jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Employer, Union and Employees involved.

b. The arbitrator's fee and expenses shall be borne equally by both parties. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee, witness or participant.

D. Grievance Conditions:

1. An earnest effort shall be made by both sides to settle any grievance at Step One, and if necessary, at each subsequent step.

2. In all steps of the grievance procedure, either the employer or the Union shall have the right to specify that the aggrieved employee, his/her immediate supervisor or both, be called in to discuss

details of the grievance in the presence of the proper representatives of both the Employer and the Union.

3. Upon mutual agreement of both the Employer and Union, a grievance may be expedited and moved to a higher level for hearing.

4. No monetary claim of an employee covered under this Agreement against the Employer shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

5. Whenever a Committee Member or a Steward finds it necessary to leave his/her regular work for the purpose of executing any phase of the grievance, he/she shall notify his/her immediate supervisor but shall not leave until a substitute worker is provided, if necessary. The immediate supervisor shall act to secure a replacement as quickly as possible from the qualified substitute list.

6. Permission shall be granted to the International Representative of the Union, and the Union President or Committee Member to enter the schools for the purpose of representation upon notification to the Building Administrative Office.

7. Time limits may be extended by mutual consent of both parties.

8. Financial compliance of grievance settlements shall be within thirty (30) calendar days with a copy of the compliance to the President of the Local Union.

## V. ABSENCES AND LEAVES

Union and management recognize a problem with employee absence and agree that misuse, misrepresentation or misapplication of contractual leave provisions is a serious offense.

Improper use of the provisions within Article V. shall be subject to discipline, up to and including discharge. Where feasible, the customary progressive penalty formula shall be:

- First Offense - written reprimand
- Second Offense - one (1) day suspension without pay
- Third Offense - five (5) days suspension without pay
- Fourth Offense - thirty (30) days suspension without pay
- Fifth Offense - discharge

Falsification of employer records related to leave requests is subject to automatic discharge.

### A. Family Emergency Illness Absence:

Employees required to be absent because of any emergency illness of a serious or critical nature (as defined by the Family Medical Leave Act) of a member of the immediate family may draw the regular salary not to exceed five (5) days at any one time and shall be deducted from sick leave allowance. The term immediate family shall be defined as the employee's spouse, children, step-children, parents or step-parents, siblings of the employee and/or spouse; and any of the following living with the employee at the time of illness: step-siblings, grandparents, grandchildren, sons- or daughters-in-law of the employee and/or spouse, and any individual living with the employee on a non-commercial basis. Family And Medical Leave Act benefits may be available for qualifying employees.

### B. Bereavement Absence:

Employees absent from duty to attend the funeral or a memorial service in lieu of the funeral of a member of the immediate family or a relative with whom they may at the time be living, may draw regular wages not to exceed three (3) days for each funeral and are independent of sick leave and are not cumulative. Bereavement may be granted more than once per year. The employee may draw an additional day if required to travel beyond a radius of five hundred (500) miles to attend the funeral. Evidence of bereavement must be presented to the immediate supervisor. The employee shall notify his/her immediate supervisor before being absent from work.

The term immediate family shall be defined to include employee's father, mother, father-in-

law, mother-in-law, step-parents, brother or half-brother, stepson or stepdaughter, sister or half-sister, spouse, son or son-in-law, daughter or daughter-in-law, grandparents, grandchildren, brother-in-law and sister-in-law of the employee.

C. Personal Sick Leave:

Twelve month employees hired after July 1, 2011 will be eligible for ten (10) sick leave days per year and less than twelve month employees will receive 8 sick leave days annually. For those hired prior to July 1, 2011 the amount of sick leave will stay the same: twelve- (12) month employees will be eligible for fifteen (15) sick leave days per year and ten- (10) month employees will be eligible for twelve (12) sick leave days per year to be used for personal illness, prorated from date of employment to the following June 30. Commencing with the next fiscal year, additional sick leave days will be granted at the rate of fifteen (15)-days per year for twelve- (12) month employees and twelve (12) days per year for ten- (10) month employees. Unused sick leave days are cumulative but shall never exceed one hundred eighty (180) days. Sick leave days will be prorated for employees working less than their scheduled work year. Sick leave days will be charged in half or whole day increments. Sick leave for employees working less than eighty (80) hours per pay period shall be at the average of all regularly scheduled hours worked during the last pay period worked. Proof of illness and/or ability to return to work, signed by a physician, may be required. Employees on layoff are not entitled to sick leave.

1. Upon eligibility for state retirement, employees may receive pay for six (6) percent of their unused sick leave if they have served the Alpena Public School District for ten (10) years. They may receive twelve (12) percent of their unused sick leave after fifteen (15) years of service to the District and fifteen (15) percent of unused sick leave after twenty (20) years of service to the District.

2. Absence due to illness in excess of accumulated sick leave will automatically place employees on general leave. Family And Medical Leave Act benefits may be available for qualifying employees.

3. An employee absent because of injury or illness compensable under the Michigan Worker's Compensation Law may, upon request of the employee, use their accumulated sick leave to make up the difference between the employee's regular earnings and the worker's compensation payments.

The School District may require, at any time, a satisfactory physical examination by the physician designated by the School District before continuing to work. In case of disagreement between family physician and school district physician, a third physician selected by the parties shall examine the employee and this decision shall be in effect.

4. A record of cumulative sick leave shall be compiled and reported with the first check for the new contractual year.

D. Maternity Leave:

An employee, after completing the probationary period, shall be granted a maternity leave without pay (unless qualifying under Article V, C.) for a period not to exceed one (1) year upon request. She shall file her request in writing as soon as possible but no later thirty days prior to the effective date of the leave and shall indicate the length of the requested leave. The approved leave shall become effective on the date requested.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) calendar days prior to the intended return. Upon her return she shall present to the Human Resources Office a statement from the attending physician that she is in a suitable physical condition to perform the required duties.

An employee returning from a maternity leave may expect to return to the same position or a comparable position, if available.

Upon return, all benefits possessed at the time of the leave will be restored (seniority, including the time on leave; accumulated sick leave; etc.).

Pregnancy alone shall not be considered as sick leave within the interpretation of sick leave policy. However, temporary disabilities caused by pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave under board policies and provisions of the FMLA.

E. Military Service:

The School District agrees to comply with the regulations for re-employment rights under the Uniformed Services Employment and Re-Employment Rights Act as amended and extended.

F. Union/Political Leave:

In the event an employee or employees are selected by this International Union to perform union business or attend union meetings or institutes which necessitates a leave of absence, he/she shall be granted such leave of absence without pay or loss of seniority for a maximum of four (4) years, provided that the request for such leave is submitted as soon as reasonably practicable.

Employees who are elected to a political office in the municipal, county, state or federal government or appointed to public office will be granted a leave of absence for a maximum of four (4) years or one term of office whichever is greater. Such leave will be without pay, fringe benefits and without loss of seniority, but will not accumulate additional seniority.

G. General Leave:

A general leave of absence without pay not to exceed one (1) year, upon written request to the Human Resources Department, may be granted to seniority employees. Requests must be filed a minimum of two (2) weeks in advance of the date requested. A general leave of absence that exceeds one (1) month will be without fringe benefits but will accumulate seniority.

Absence due to personal illness in excess of accumulated sick leave will automatically place an employee on unpaid sick leave for a maximum of six (6) months. The Board will pay its share of the health insurance and life insurance for any employee who has completed a minimum seniority of one (1) year. The employee will accumulate seniority. Any employee hired after July 1, 2008 must complete five (5) years of service to be eligible for this provision.

Notice of intention to return from leave must be sent in writing to the Human Resources Office thirty (30) calendar days prior to the intended return if possible.

H. Personal/Business Leave:

Up to two (2) days paid leave is provided for activities that are of such a nature that they cannot be done on a non-work day. Such leave is not to be interpreted as being for vacation, recreation, money-making activities or other employment and must be taken in no less than half (1/2) day increments. Twenty-four- (24) hour notice is required. In case of emergency, this may be waived if the supervisor is given a satisfactory reason for such leave. (If unavailable, contact Director of Human Resources or Director

of Business and Operations.) Reason for the leave must be stated. In case of suspected misuse, the employee may be asked to verify proper use of this leave.

I. Snow Day:

All employees must report to work on snow days regardless of shift. Permission to report on a different shift must come from your supervisor.

When schools are closed, the employees not working will not be paid for such days. The employee will work on the rescheduled days of student instruction and will be paid at their regular hourly rate of pay. Cafeteria employees will report to their work stations on the first two (2) snow days. Thereafter, they will not report and will not be paid.

If a severe storm(s) should occur and employees are instructed not to report, they shall not be considered absent.

Should employees receive unemployment benefits related to Act of God Days, these benefits will be repaid the District through payroll deduction.

VI. HOLIDAYS

A. The following days shall be recognized as paid holidays:

1. 12-Month Employee (Custodial/Utility)

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Day before Christmas
Easter Monday	Opening Day of MI Deer Season	Christmas Day
Memorial Day	Thanksgiving Day	Day before New Year's Day

2. 10-Month Employee (Cafeteria)

New Year's Day	Labor Day	Day before Christmas Day
Good Friday	Opening Day of MI Deer Season	Christmas Day
Easter Monday	Thanksgiving Day	Day before New Year's Day
Memorial Day	Day after Thanksgiving	

Opening day of Deer Season shall be celebrated on the Friday before Labor Day when it occurs on a Saturday or Sunday.

Whenever any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. All holiday hours shall be counted as hours worked. Whenever any of the listed holidays falls on a school session day, the District and Union will determine an alternate day as the observed holiday.

B. 1. All regular personnel who have served their probationary period will receive holiday pay based on the employee's hourly rate and regularly scheduled workday. To be eligible, the employee shall have worked the last scheduled workday prior to and the next scheduled workday following the holiday unless the employee is on an approved absence.

2. Employees ordered to report for work on a holiday, but who fail to report for and perform work, shall not be entitled to any holiday pay.

3. Employees who work on a holiday shall be paid at two one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of his/her eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph, a holiday is defined as a twenty-four- (24) hour

period beginning at 6 a.m. on the holiday.

C. An employee who works as ordered on a holiday shall receive a minimum of one-half (1/2) the normal day's work hours at double (2) time.

VII. VACATIONS

A. Custodial Employees

1. Employees who have been paid for nine hundred (900) hours or more in the twelve- (12) month period preceding July 1 of each year shall receive annual vacation with pay according to the schedule in Paragraph 5.

2. Employees who have been paid for five hundred forty (540) hours, but less than nine hundred (900) hours, in the twelve- (12) month period preceding July 1 of each year shall receive annual vacation with pay at one-half (1/2) the amount shown on the schedule in Paragraph 5.

3. Employees who have been paid for less than five hundred forty (540) hours in the twelve- (12) month period preceding July 1 of each year shall not receive any vacation or vacation pay.

4. Vacation allotment for new full-year employees shall be prorated from the date of hire to July 1. The prorated vacation shall count as one (1) year for future vacation purposes.

5. At the completion of two (2) years of employment, vacation with pay shall be increased annually for each additional year of service through the twentieth (20<sup>th</sup>) year in accordance with the following schedule:

1 - 2 years	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
8 years	16 days
9 years	17 days
10 years	18 days
11 years	19 days
12 years	20 days
15 years	21 days
20 years	22 days

No more than half (1/2) of an employees vacation allotment may be used on days when students are in attendance. Such restriction shall not apply to positions that are normally not filled by substitute employees.

6. All time lost for paid sick leave, funeral and emergency absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Unused vacation time is not reimbursable nor cumulative from year to year. Vacation pay will be received on the regular payday.

**B. Cafeteria Employees**

1. Employees whose regular assignment is five (5) hours a day or greater (and have been paid for a minimum of 900 hours) will receive an annual vacation pay according to the schedule in Paragraph 5.

2. Employees whose regular assignment is equal to or greater than three (3) hours a day but less than five (5) hours a day (and have been paid for a minimum of 540 hours) will receive an annual vacation with pay at one-half (1/2) the days shown in Paragraph 5.

3. Employees whose regular assignment is less than three (3) hours a day shall not receive any vacation or vacation pay.

4. Employees whose employment commences on January 1 or later will not be entitled to vacation until the following year.

5. At the completion of two (2) years of employment, vacation shall be increased with pay annually for each additional year of service through the twentieth (20<sup>th</sup>) year in accordance with the following schedule for cafeteria employees:

1 - 2 years	9 days
3 years	10 days
4 years	11 days
5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days

10 years	17 days
11 years	18 days
12 years	19 days
15 years	20 days
20 years	21 days

No more than five (5) vacation days may be used on days when students are in attendance.

6. All time lost for paid sick leave, funeral and emergency absences, holidays and vacation shall count in the computation of the hours for vacation eligibility. Also counted shall be hours missed by an employee off work under Workers' Compensation, up until retirement, for the first year; none thereafter.

7. Cafeteria employees will be paid their vacation pay in the last check in the fiscal year (providing there is at least seven (7) days to prepare the checks).

C. 1. Vacations due shall be computed on the basis of the hours worked in the twelve- (12) month period preceding July 1 of each year and posted.

2. Unused vacation time is not reimbursable nor cumulative from year to year.

3. Requests for vacation periods must be approved by the immediate supervisors.

Ten-month employees and employees who do not work nine hundred (900) hours per year shall be paid their vacation pay in the last check in the fiscal year [providing there is at least seven (7) days to prepare the checks]. Employees working either continuously or nine hundred (900) hours or more shall receive their vacation pay on their regular payday, except when otherwise requested.

4. When school is in session, no more than three (3) employees in any department [two (2) employees in the maintenance department] may take vacation at the same time. When school is not in session, no more than five (5) maintenance employees may be on vacation at any one time.

a. Vacation periods will be arranged by the employees in the vacation groups, subject to the rules contained herein and approved by the supervisor. Preference for vacation will be granted on the basis of unit seniority.

b. Preference by unit seniority may be exercised for only one (1) segment of a split vacation, but must consist of a minimum of one full week or full weeks at a time.

c. An approved vacation schedule will be posted by April 1 of each year and will be

updated on a bi-weekly basis. No preference by seniority will be given an employee who fails to return her/his authorization by April 1. Vacation time thereafter will be granted on a first come-first serve basis.

This process will be completed by June 15 and posted by July 1.

d. Request for less than three (3) days must be in writing and received by the Human Resources Office at least forty-eight (48) hours prior to the requested day or days. Request of less than three (3) days will be honored within the limitations stated herein unless an emergency situation exists which makes it impossible to have the employee off the job that given day or days.

D. Pay for vacation days earned shall be computed as shown below:

1. For those employees that work a regular shift throughout the year:  $\text{Vacations Days Earned} \times \text{Hours Scheduled} \times \text{Hourly Rate}$ .

2. For those employees whose schedule is changed by changing jobs or working a varying number of hours per day (not including overtime hours):  $\text{Vacation Days Earned} \times \text{Average Hours Worked Per Day} \times \text{Hourly Rate}$ .

VIII. HOURS

A. The normal work week shall begin with the first shift Monday a.m. and end with the last shift Friday p.m. The normal work week shall be forty (40) hours but shall not be construed as a guaranteed work week.

B. The work days shall normally consist of eight (8) hours worked. Day shift employees shall have one (1) hour unpaid lunch period as scheduled by their immediate supervisor. The one (1) hour lunch period may be scheduled as one-half (1/2) hour at the request of the employee and at the discretion of the supervisor and Director of Business and Operations or Director of Human Resources. Employees working the second and third shifts shall have a one-half (1/2) hour paid lunch period included in their eight (8) hour shift. Employees beginning work at 3:00 p.m. or later and working a three (3), four (4), five (5) or six (6) hour shift will be allowed a lunch period or coffee break for twenty (20) minutes only approximately mid-shift.

C. Lead custodians, custodians and cafeteria personnel shall work the assigned hours directed by their immediate supervisor. Work schedules shall be posted the first of each month and may be revised if school is not in session due to circumstances beyond normal control but not to avoid overtime during the period covered by the schedule.

D. For the purposes of computing overtime, eight (8) hours work shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of time and one-half (1-1/2). All time worked over forty- (40) hours in any workweek shall be paid at time and one-half (1-1/2). All work performed on Saturday shall be paid at one and one-half (1-1/2) times their regular rate and all work performed on Sunday shall be paid for at two (2) times their regular rate.

E. Upon direction from a supervisor, the lead custodian shall be responsible for checking the heating system or building. This function shall not be counted as days or hours worked. Pay shall be one (1)-hour forty- (40) minutes at one and one-half (1-1/2) time on Saturdays, one (1) hour and fifteen (15) minutes at double time on Sundays and one (1) hour at two and one-half (2-1/2) time for holidays.

F. Employees reporting for work on their regular shift without having been properly notified that there will be no work shall receive a minimum of one-half (1/2) a normal day's pay at their regular rate. This

does not apply to employees trading shifts for their own convenience. Notice of closing of a school or schools under standard announcement procedures shall be deemed proper notice. Radio announcement is the standard procedure.

G. The administration shall make every effort to schedule employees on a monthly schedule for the maximum hours possible up to a normal eight (8) hour workday.

H. Split shifts shall not be scheduled without the permission of the parties hereto.

I. A minimum of four (4) hours pay shall be granted to employees called for work outside their normal work schedule and shall include all premium pay.

J. Departmental Overtime

All overtime at any school will be assigned to departmental employees within that building on a rotating basis starting with the most senior person in the department low in overtime. Overtime assignments will begin anew on August 1<sup>st</sup> each year.

If overtime is turned down by all the departmental employees in a particular building, the overtime will be offered based upon low overtime to departmental employees in other buildings.

The normal work week is Monday through Friday. Employees wishing to work overtime on the weekend must inform the person who schedules overtime. If an employee is on vacation or other paid leave, he/she will not be charged for refusing overtime unless the employee agreed to work then changed his/her mind. That time will be re-assigned to the next person in the rotation. An employee refusing the overtime will be passed in the rotation as if s/he had worked the overtime.

All overtime will be kept as equal as possible within a building. Anyone working overtime must be knowledgeable about the work to be performed.

Any employee wishing not to work overtime must sign a waiver. Under special circumstances, such as graduation, employees who signed waivers may work overtime if they wish to do so.

A district-wide list will be kept based on seniority of all employees who want to work overtime in other buildings. Overtime is normally scheduled at the beginning of the work week unless details of programs are not available, such as time in or out, set ups or duties that are to be performed. If an employee is not available when overtime is being scheduled due to illness, family emergency, etc. and said

employee returns before the end of the week, overtime will not be adjusted to accommodate said employee. Said employee will not be charged for refusing overtime, and will remain low for the next overtime.

If an employee is off on personal leave or vacation on a Friday, he/she will not be charged for overtime for that weekend.

When an employee comes off a waiver from being called for overtime, he/she must come in at high overtime.

If mandatory overtime is required, the least senior qualified departmental employee must work.

If an employee transfers to the high school, he/she must keep his/her overtime if it is high. If his/her overtime is low, he/she will be considered on the low average at the high school.

A person from the union will assign overtime in each building, working with the supervisor.

Overtime may not be grieved for monetary compensation but will be assigned overtime as the low person until such time as the problem is rectified.

IX. CLASSIFICATION AND WAGES

A. Lead Custodian – An employee responsible for the care and cleaning of one or more buildings and grounds under the direction of the Building Principal and the Director of Buildings and Grounds. This person may “lead” or direct the work of other employees, but he/she cannot discipline other employees.

B. Custodian – An employee aiding a Lead or Head Custodian in the care and cleaning of a building and grounds. He/she works as directed by the Lead Custodian or Head Custodian.

C. Lead Cook – An employee who directs the work in a school kitchen and cafeteria as necessary to properly provide school lunches under the direct supervision of the Building Principal and the Director of Food Services.

D. Assistant Cook – An employee who assists the Lead Cook or Cook-Manager as directed. These employees are usually specialists such as Salad Cooks, Bakers, or as required. Effective July 1, 2011 the cooks at Besser, Ella White, Lincoln and Thunder Bay will be classified as Assistant Cook.

E. Cafeteria Helper – An employee who helps the Lead Cook as directed by the Lead Cook. The general title may cover several specific jobs with different wages.

F. Utility “A” - An employee who can complete most types of repairs on school equipment without additional advice and must be qualified in one or more areas covered by local building codes.

G. Utility “B” – An employee with ability in a skill but needs direction for school problems. This employee may have warehouse, groundskeeping, and related duties and will be available to assist Utility “A”.

H. The persons employed in the job classifications set forth on the wage schedule shall be paid the wages set forth therein during the term of this Agreement. (*See Appendix A – Local 207 Cafeteria and Custodial Wage Schedule*). Paychecks shall be issued to employees who have earned wages every second Friday throughout the calendar year for a maximum of twenty-seven (27) paydays.

I. Shift premiums shall be established as follows and shall be applicable for those persons who work four (4) hours or more.

<u>Period Number</u>	<u>Period Covered</u>	<u>Shift Premium</u>
1	Shifts starting between 6:30a.m. and 2:30 p.m.	None
2	Shifts starting between 2:30 p.m. and 10:30p.m.	10 cents
3	Shifts starting between 10:30 p.m. and 6 a.m.	20 cents

In all cases, shift premiums shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he/she shall receive shift premium for the total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In the case hours of work fall equally into two periods the high premium shall be paid for all hours worked.)

J. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the School District shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the School District will notify the President of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Director of Human Resources within thirty (30) days after notice from the School District has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within thirty (30) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If, at any time, the Union feels that a new job has been created and has not been established and classified by the School District, or that the duties of existing job have changed substantially, the Union may take this up pursuant to the grievance procedure.

X. INSURANCE BENEFITS

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.

Employees working less than a normal work week or normal work day will have insurance benefits prorated where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

Employees will, through payroll deductions, pay the difference between the Board contribution and the cost of the insurance.

A. Hospital-Medical: Full time employees will be provided with health insurance, prescription coverage, dental and vision coverage with the Board providing 80% contribution and the employee providing 20 %. Employees qualifying for insurance who are less than full time will be provided with the same health and prescription coverage on a pro-rated basis. During the life of this contract the board expects to offer a cafeteria plan of insurance to all employees when it is ready for implementation

Hospital-Medical insurance shall be limited to one (1) plan per household where more than one (1) family member is employed by the Alpena Public Schools.

Insurance coverage made available under this provision shall be provided according to the following at-work requirements:

1. Employees hired prior to July 1, 2006 and regularly scheduled for 25 or more hours per

week shall receive a 80%premium contribution by the Board for hospital-medical insurance coverage.

2. Employees hired prior to July 1, 2006 and regularly scheduled for more than 15 but less than 25 hours per week shall receive a 40% premium contribution by the Board for hospital-medical insurance coverage.
3. Employees hired on or after July 1, 2006 and regularly scheduled for 30 or more hours per week shall receive a 80% premium contribution by the board for hospital-medical insurance coverage.
4. Employees hired on or after July 1, 2006 and regularly scheduled for more than 20 but less than 30 hours per week shall receive a 40% premium contribution by the board for hospital-medical insurance coverage.

The insurance carrier shall be selected by the Board.

The Board will provide an 80% contribution to hospital-medical care coverage equivalent Blue Cross/Blue Shield Community Blue PPO 2 and a \$25.00 office visit for eligible employees. The Board shall provide an 80% contribution to a \$10.00/\$20.00 co-pay prescription drug plan. Should the board establish a preferred provider prescription drug plan, the union agrees to participate in the plan provided that the co-pay remains within the parameters stated above.

B. Life Insurance:

The School District shall provide Term Life and Accidental Death and Dismemberment Insurance protection as follows:

Ten Thousand Dollars (\$10,000)

The insurance carrier shall be selected by the School District. Employees regularly scheduled less than twenty (20) hours per week are not eligible for term life insurance. (Employees hired prior to July 1, 1986, are not affected by this provision.)

C. Dental Insurance:

The Board will provide an 80% contribution to dental care coverage equivalent to that existing during 2010 – 2011 as outlined in Appendix B. The Board has the right to select carrier and/or self-insure. Dental coverage is limited to one plan per household according to the at-work requirements described in paragraph A. above.

D. Vision Care:

The Board will provide an 80% contribution to vision care coverage substantially equal to that existing during **2010 – 2011** as outlined in Appendix C. The Board has the right to select the carrier and/or self-insure. Vision coverage is limited to one plan per household according to the at-work requirements described in paragraph A. above.

XI. OTHER CONDITIONS OF EMPLOYMENT

A. The School District will provide for a clearly designated area of bulletin board on existing bulletin boards in each school. The use of this space is restricted to noncontroversial matters such as notices of meetings or announcements concerning Union activities. There shall be one bulletin board area for each building.

B. The Union may have the right to conduct Union elections at schools providing prior arrangements are made in accordance with the Building Use Policy of the School District. For such purposes the Union shall be considered a "School Related Activity".

C. Student Workers: Names of students assigned to employees will be posted with the names of the employees and supervisors. The employee is responsible to assign, assist and direct the student's work experience. The total number of students assigned to unit members shall not exceed the number of employees in the Bargaining Unit. No more than three (3) students may be assigned to a unit employee at any given time. The employer reserves the right to re-assign students when the intent of these provisions is violated. Violations are subject to the grievance procedure. Settlement, if any, will be to the unit member losing hours of employment.

D. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

E. Supervisors who are directly supervising the work of members of this Bargaining Unit shall not perform work which would directly result in a member of the Bargaining Unit not being able to perform his/her scheduled duties and thereby losing income.

In the event of a reduction of hours in a given department within a building, and the supervisor in that building performs the duties normally completed during those hours, the hours shall be reinstated.

F. Employees will be evaluated a minimum of every three (3) years or more often at the discretion of the supervisor. The on-site supervisor (usually the building principal) will be asked to also complete a

copy of the evaluation to provide input for the final evaluation. Warnings of unsatisfactory work shall be in writing, with a copy to the employee, Union President and Chairperson of the Grievance Committee. Unsatisfactory evaluations will result in a plan of improvement on a time line designed with the employee, their representative and supervisor. A second unsatisfactory evaluation may be cause for dismissal.

G. Lead Custodian – In addition to the present lead custodians located in other schools, a lead custodian shall be assigned as follows:

Alpena High School	1
Thunder Bay Junior High	1

Nothing herein shall prevent more lead custodians from being assigned.

H. The Union will be notified by letter of the following: Summer Paint Crew members, EEA, EOA, and Co-Op participants.

I. A safety committee may be established comprised of a custodian, cafeteria person, building principal, Director of Buildings and Grounds, and Director of Food Service. Regular meetings may be held and minutes furnished to the Union.

J. Whenever an employee is authorized to use his/her own car to go from one complex to another location to perform his/her duties, he/she will be reimbursed at the current IRS rate one way only.

K. When the schedule of workdays is in conflict with the school calendar, the Board reserves the right to change the workdays, with the exception of inservice days.

L. Any employee appointed to a supervisory position or any other position not subject to this Agreement, and who is demoted from such employment within six (6) months shall be reinstated to the Bargaining Unit with their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual agreement between the parties hereto. After six (6) months, their return to the Bargaining Unit shall be subject to Union agreement.

M. Substitutes may be used to fill in for regular employees absent (not due to layoff) but who are expected to return to work or when an unfilled temporary vacancy exists.

Substitute employees are not part of the Bargaining Unit and are not covered by the provisions of the Agreement.

N. Where either gender is used in language of this contract, it refers to both male and female.

O. School Related Voluntary Functions:

Activities that have as their primary function raising revenue for support of student programs or activities may or may not use union personnel even if such events entail custodial and/or cafeteria services.

Activities resulting in potential personal profits for individuals or organizations (non-related to paragraph one) that require custodial/cafeteria services will require the use of union personnel.

P. Schooling

Job related college credit courses, approved in advance by administration, will be reimbursed at Twenty Dollars (\$20.00) per contact hour upon successful completion.

Q. It is recognized that, from time to time, representatives of the International and Local Union may find it necessary to conduct business during normal working hours of the District. In those instances, advance notice of such meetings shall be given to the Human Resources Department, along with a list of requested attendees. This notice shall be provided as far in advance as is reasonably practicable.

R. Direct Deposits will be required for all payroll and reimbursement checks to all employees beginning July 1, 2011. The earned amount will always be deposited on the regularly scheduled payday. "Paycheck stubs" will be sent to employees until the employee portal is operational.

XII. DISCHARGE AND SUSPENSION

A. Notice of Discharge or Suspension:

The Board agrees upon the discharge or suspension of any employee to promptly notify the Chairperson of the Grievance Committee of the discharge or disciplinary action. It is mutually agreed that these actions will be handled in a discreet manner.

B. Discussion of Discharge or Suspension:

The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Chairperson of the Grievance Committee. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Chairperson. The Board, likewise, will discuss the written reprimands with the employee and the Chairperson upon request. A copy of written reprimands will be forwarded to the Union.

C. Appeal of Discharge or Suspension:

Should the discharged or suspended employee or the Chairperson consider the discharge or suspension to be improper, the grievance shall be presented in writing through the Chairperson to the Board within five (5) regularly scheduled working days after the suspension and/or discharge action. The matter shall be referred to Step Two of the Grievance Procedure.

D. Employee File Content:

Should a discharge or suspension be reversed through the grievance procedure, the employee's file will be purged of information concerning the alleged incident.

E. This article is not applicable to an employee during the probationary period.

XIII. SPECIAL CONFERENCES

A. There may be established under this Article a closed forum hereinafter called "special conference" for the purpose of improving Employer/Employee relations. It is understood by the parties, that the special conferences are not to be construed or utilized as a grievance session nor is it to be considered as negotiations.

B. Special conferences utilized as a constructive basis for important matters will be arranged by the Union President and the Employer by mutual consent of the parties. The Union may appoint not less than two (2) nor more than six (6) members and the Employer may have a like number.

C. Arrangements for the conferences shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. Matters taken up at special conferences shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

XIV. RESERVATION OF RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of Michigan and the United States. The right to select and hire, to promote to a better position, to maintain discipline and efficiency of employees, and the right to discharge, transfer or discipline for cause is recognized by both the Union and the Board as the proper responsibility and prerogative of management, providing it does not violate this Agreement.

XV. GOVERNMENT LAWS AND REGULATIONS

This contract shall not supersede any existing laws or future laws of the State or Federal Government as they affect the legal operation of the school system by the School District. If any section or subsection of this Agreement shall be declared invalid by any court of competent jurisdiction or shall become inoperative because of any Federal or State law, the remaining portions of the Agreement shall continue in full force until the prescribed termination date.

The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics, handicap, or marital status.

XVI. DURATION, TERMINATION AND RENEWAL

The terms of this Agreement shall become effective as of July 1, 2011, except as otherwise noted, and continue until June 30, 2013. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewals.

Appendix A: USWA Local 207 Cafeteria and Custodial Wage Schedule

2011 – 2012 and 2012 - 2013								
	<u>Utility</u>	<u>Utility</u>	<u>Lead</u>		<u>Lead</u>	<u>Assistant</u>	<u>Cafeteria</u>	
	<u>A</u>	<u>B</u>	<u>Custodian</u>	<u>Custodian</u>	<u>Cook</u>	<u>Cook</u>	<u>Helper</u>	
<b>Base</b>	\$17.03	\$16.43	\$16.19	\$15.71	\$14.07	\$13.68	\$13.28	
<b>10 years</b>	\$17.46	\$16.82	\$16.63	\$16.15	\$14.49	\$14.10	\$13.68	
<b>15 years</b>	\$17.58	\$16.96	\$16.76	\$16.27	\$14.63	\$14.25	\$13.84	
<b>20 Years</b>	\$17.72	\$17.12	\$16.86	\$16.41	\$14.75	\$14.37	\$13.99	

Appendix B - Self Funded Dental Benefit Coverage Schedule

Employer: Alpena Public Schools  
 2373 Gordon Rd.  
 Alpena, Michigan 49707  
 Phone: (989) 358-5009  
 Fax: (989) 358-5036

Group Number: 513-02  
 Effective: July 1, 1990  
 Revision: May 10, 1994

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Eligible Class(es):	All Non-Administrative Personnel
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement	20 hours per week
Employee Contributions:	- 20% of premium
Annual Open Enrollment Period:	Month of September
Coordination of Benefits:	Standard
Child Age Maximum:	See page 4
Benefit Year:	July 1 to June 30
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan Year begins on July 1 and ends on June 30.

Predetermination of Benefits: Charges in excess of \$200.00 require predetermination of benefits.

**Schedule of Dental Benefits**

Type I	Preventative and Restorative Services	
	Percentage.....	80%
	Lifetime Deductible.....	N-A
Type II	Replacement Services	
	Percentage.....	60%
	Annual Deductible.....	N-A
Type III	Orthodontia Services	
(Covers Child(ren) to 19 <sup>th</sup> Birthday/23 <sup>rd</sup> Birthday for Full-time Students)		
	Percentage.....	50%
	Annual Deductible.....	N-A

**Plan Maximums**

Type I and II Services	Maximum Annual Benefit per Covered Member .....	\$1,000.00
Type III Services:	Maximum Lifetime Benefit per Covered Member.....	\$1,000.00

**Plan Modifications**

The following Plan Modifications have been included: Orthodontic Age Restriction Waiver

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MEBS Inc.  
 3809 Lake Eastbrook Blvd. Grand Rapids, MI 49546  
 Phone 1-800-968-9682

## Appendix C - Self Funded Vision Schedule of Benefits

Employer: Alpena Public Schools  
 2373 Gordon Rd.  
 Alpena, Michigan 49707  
 Phone: (989) 358-5009  
 Fax: (989) 358-5036

Group Number: 513  
 Effective: July 1, 1990  
 Revision: May 10, 1994

Eligible Class(es):	All Active Full Time Employees
Service Requirement:	First of the Month following Date of Hire
Minimum Work Requirement	20 hours per week
Employee Contributions:	20% of premium
Annual Open Enrollment Period:	Month of September
Benefit Year:	July 1 to June 30
Coordination of Benefits:	Standard
Assignment of Benefits:	Yes
Plan Year:	The records of the Plan are kept separately for each Plan Year. The Plan Year begins on July 1 and ends on June 30.

### Vision Examination

Optometrist	Limited to \$45.00 - you pay balance
Ophthalmologist	Limited to \$55.00 - you pay balance

### Lenses (pair)

Single Vision	Limited to \$35.00 - you pay balance
Bifocal Lenses	Limited to \$61.00 - you pay balance
Trifocal Lenses	Limited to \$75.50 - you pay balance
Lenticular Lenses	Limited to \$90.00 - you pay balance

### Frames

You pay amount over retail value of \$65.00

### Contact Lenses (pair, including exam fee)

Medically necessary	Limited to \$175.00 – you pay balance
Cosmetic	Limited to \$115.00 – you pay balance

### Lenses with Extras

Photochromics, Sun or Gradient Tints, and Tinted or Color-Coated	
Single Vision	Limited to \$40.00 – you pay balance
Bifocal Lenses	Limited to \$73.00 – you pay balance
Trifocal Lenses	Limited to \$90.00 – you pay balance
Lenticular Lenses	Limited to \$106.00 – you pay balance

### Polaroid

Single Vision	Limited to \$56.50 – you pay balance
Bifocal Lenses	Limited to \$97.00 – you pay balance
Trifocal Lenses	Limited to \$121.00 – you pay balance
Lenticular Lenses	Limited to \$143.00 – you pay balance

### Oversize

Included with above lens allowance  
 You pay balance

### Rimless

Included with above lens allowance  
 You pay balance

## BENEFIT SERVICE FREQUENCY

Vision Examination:	Once every Benefit Year.
Lenses:	Once every Benefit Year.
Frames:	Once every Benefit Year.

Master Agreement 2011 - 2013  
Between Alpena Public Schools Board of Education and  
The United Steelworkers – Local 207

**In witness thereto**, the parties have caused this agreement to be validated by their respective signatures.

**United Steelworkers – Local 207**

**Alpena Public Schools Board of Education**

\_\_\_\_\_  
Leo W. Gerard, International President

\_\_\_\_\_  
Diane Shields, President

\_\_\_\_\_  
James D. English, International Secretary/Treasurer

\_\_\_\_\_  
Brent Holcomb, Superintendent

\_\_\_\_\_  
Thomas Conway, International Vice-President

\_\_\_\_\_  
Fred Redmond, International Vice-President

\_\_\_\_\_  
Jon T. Geenen, District 2 Director

\_\_\_\_\_  
Al Firby, USW Staff Representative

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Dean McConnell, President – Local 207

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Russell Anderson, Committee – Local 207

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John Riopelle, Committee – Local 207

\_\_\_\_\_  
Sherrie O'Brien, Committee – Local 207

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Cheryl Cousineau, Committee – Local 207

Dated this 20<sup>th</sup> day of June, 2011.