



**Maintenance Employees**

Agreement between the Board of Education  
of Adrian Public Schools and  
the International Union of Operating Engineers,  
Local #324

*July 1, 2020 - June 30, 2023*

**TABLE OF CONTENTS**

---

Article I	Purpose -----	5
Article II	Union Recognition -----	5
Article III	Rights Of The Board Of Education -----	5
Article IV	Non-Discrimination -----	6
Article V	Visitation -----	6
Article VI	Stewards -----	6
Article VII	Labor-Management Committee -----	6
Article VIII	Safety Practices -----	6
Article IX	Jurisdiction -----	7
Article X	Contractual Work-----	7
Article XI	Seniority -----	7
	I.    Probationary Status -----	7
	II.   Probationary Status -----	7
	III.  Completion of Probationary Status – Benefits -----	7
	IV.   Probationary Status – Layoff -----	8
	V.    Non-Probationary Status – Layoff -----	8
	VI.   Recall from Layoff – Probationary Status -----	8
	VII.  Loss of Seniority -----	8
	VIII. Seniority List -----	9
Article XII	Vacancies, Promotions And Transfers-----	9
	I.    Vacancies and New Positions -----	9
Article XIII	New Jobs -----	9
Article XIV	Discipline-Discharge-----	9
Article XV	Leave Of Absence-----	10
	I.    Request for Leave-----	10
	II.   Accrual of Seniority -----	10
	III.  Return to Work-----	10
	IV.   Personal Illness-----	10
	V.    Immediate Family Illness -----	11
	VI.   Educational Leave -----	11
	VII.  Military Duty -----	11
	VIII. National Guard/Reserves-----	11
	IX.   Union Office-----	11
	X.    Worker's Compensation-----	11
Article XVI	Grievance Procedure-----	11

	I.	Definitions -----	11
	II.	Step One-----	12
	III.	Step Two -----	12
	IV.	Step Three-----	12
	V.	Step Four -----	13
	VI.	Step Five - Arbitration -----	13
Article XVII		Hours And Work Week-----	13
	I.	Work Week and Day -----	13
	II.	Overtime Rates Will be Paid as Follows-----	14
	III.	Compensatory Time -----	14
	IV.	Call Back-----	14
	V.	Distribution of Overtime -----	14
	VI.	Shift Differential -----	15
	VII.	Rest Periods/Breaks -----	15
	VIII.	Lunch Periods -----	15
	IX.	Report-In-Pay -----	15
Article XVIII		Insurance Protection -----	15
	I.	Health Insurance -----	15
	II.	Life Insurance -----	16
	III.	Tax Sheltered Annuity -----	16
	IV.	Retirement-----	16
	V.	Post-Retirement Insurance Reimbursement -----	16
Article XIX		Sick Leave-----	16
	I.	Sick Leave Accumulation-----	16
	II.	Use of Sick Leave Days – Personal Illness -----	17
	III.	Use of Sick Leave Days – Immediate Family -----	17
	IV.	Notification -----	17
	V.	Return to Work-----	17
	VI.	Retirement -----	17
	VII.	Death -----	18
	VIII.	Maximum Sick Days Accumulation-----	18
	IX.	Vacation Day Coordination-----	18
Article XX		Funeral Leave-----	18
Article XXI		Personal Days-----	18
Article XXII		Vacations -----	18
Article XXIII		Holidays -----	20
Article XXIV		Performance Evaluation -----	20
Article XXV		Inclement Weather Days -----	21

Article XXVI Jury Duty/Court Appearance-----21  
Article XXVII Classification And Compensation-----21  
Article XXVIII Binding Effective Agreement-----21  
Article XXIX Scope, Waiver And Alteration Of Agreement-----21  
Article XXX Termination And Modification -----22  
Schedule A Maintenance Wage Scale 2020-2021 -----23  
Appendix A Special Pay Deferral Plan-----25  
Letter of Agreement - Insurance Consortium-----26  
Index -----28

**ARTICLE I            PURPOSE**

- I.        It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards to wages, hours, and other terms and conditions of employment.

**ARTICLE II           UNION RECOGNITION**

- I.        Union Recognition
  - A.        The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
  - B.        The term "Employee" as used herein shall include all employees within the classification as listed in Schedule A of this Agreement.
- II.       All employees will use direct deposit. Forms will be available on the District website.
- III.      The District has the option to move to a bimonthly pay cycle instead of a bi-weekly pay cycle. If and when the board decides to make this change, any reference to 26 will be adjusted to 24 as it relates to pay. The District would provide a minimum of 60 days' notice to all employees, and would only change at the beginning of a contract year.

**ARTICLE III          RIGHTS OF THE BOARD OF EDUCATION**

- I.        The Board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, and without limitations, all powers, Constitutional rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing.
  - A.        To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during their work day.
  - B.        To hire all employees, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
  - C.        To determine workload, hours of employment, and duties, responsibilities, and assignments of employees covered under the contract.
  - D.        Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation, restructuring, or closing of offices, departments, divisions, or subdivisions, building or other facilities.
  - E.        Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials, supplies, and use of equipment or facilities.
- II.       The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitutional laws of the State of Michigan, and the constitutional laws of the United States.

- III. The Board of Education has the right to change its policies, including those policies which affect the wages, fringe benefits, other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

#### **ARTICLE IV NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principle involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, age, disability, gender, sexual preference, marital status or national origin.

#### **ARTICLE V VISITATION**

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

#### **ARTICLE VI STEWARDS**

- I. The employees shall be represented by a Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose name shall be furnished in writing to the Board by the Union.
- II. The Chief Steward shall have the right to investigate a potential grievance(s) after receiving approval from his/her supervisor(s).
- III. During the Chief Steward's term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, layoff and recall only, provided the Chief Steward is qualified to perform the work required and is actively employed by the district. Upon termination of the Chief Steward's term, the Chief Steward shall be returned to their regular seniority status.

#### **ARTICLE VII LABOR-MANAGEMENT COMMITTEE**

During the life of this Agreement, a Labor-Management Committee may be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches, concepts, programs prior to implementation, and to be updated on the programs, trends, new laws, etc. which could impact the overall maintenance operation. The Union will provide representation from the Chief Steward and the Alternate Steward.

#### **ARTICLE VIII SAFETY PRACTICES**

- I. The Board will take reasonable measures in order to prevent or eliminate any present or potential job or safety hazards which the employees may encounter at their places of work, in accordance with the provisions of applicable law.
- II. The employee will notify the Board in writing, of any such job hazard, as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee or the public.
- III. Investigation of the alleged unsafe condition by the Board will be made by the Administrator. The Administrator may, if deemed necessary, request help in the investigation from the Race St. Administrator or designee. The Race St. Administrator or designee, when requested by the Union, will investigate the matter and render a ruling. The Union may request a further investigation to

be conducted by a committee composed of the Race St. Administrator or designee, a representative of the Union, the supervisor or supervisors originally involved, a member of the Central Office staff, and, if requested, a local authority in safety standards. If the matter is still in dispute after the committee finding, an immediate ruling is to be sought from the Bureau of Safety and Regulations, Department of Labor. This ruling is binding on all parties. If said ruling cannot be secured from the appropriate state agency within ten (10) calendar days, the matter will proceed to Step Four (C) in the Grievance Procedure.

- IV. Employees recognize their responsibility to comply with all applicable health and safety regulations that have been given to them in writing, and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action, including discharge.
- V. It shall not be the responsibility of the Maintenance personnel to search for bombs as a result of a bomb threat.

#### **ARTICLE IX JURISDICTION**

- I. Employees not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation, or in cases of emergency, but the Race St. Administrator or designee, may perform such duties which they have normally performed and which have been set forth in job descriptions furnished by the Board to the Union. This provision shall not infringe upon the right of the Board to contract or subcontract as specified under the provisions of Article X of this Agreement.

It is agreed between the parties that the Jurisdiction language will not be in effect during the term of this agreement. The language will be held in abeyance during the terms of this agreement.

#### **ARTICLE X CONTRACTUAL WORK**

- I. The right of contracting or subcontracting is vested in the Board, and/or in accordance with Public Act 112 as noted in the Laws of the State of Michigan.
- II. In the event that Public Act 112 is repealed the following would be added back to subsection I above. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the layoff of the present work force, nor in the event of expansion of and/or additional facilities shall contracting be used in place of work performed under this Agreement.

#### **ARTICLE XI SENIORITY**

- I. Probationary Status  
A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment, except as herein provided. If at any time prior to completion of the ninety (90) calendar days probationary period the employee's work performance is unsatisfactory, the employee will be subject to immediate dismissal.
- II. Probationary Status  
Newly hired employees who complete the ninety (90) days probation period during the summer recess must serve an additional thirty (30) days probationary period in his/her regular job assignment at the base rate of pay for the assigned classification.
- III. Completion of Probationary Status – Benefits  
After satisfactory completion of the probationary period, seniority and all matters pertaining to

benefits shall be retroactive to date of hire, with the exception of the medical insurance benefit which must be applied for by the employee no later than the thirty-first (31st) calendar day of employment. This benefit is received as of the date of hire. Sick leave will be granted after 20 days of employment.

IV. Probationary Status – Layoff

If a layoff occurs for any reason and probationary employees are employed in those classifications where layoffs shall occur, they shall be the first to be laid off.

V. Non-Probationary Status – Layoff

Non-probationary employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in the same classification or any employee with less seniority in any lower classification, provided the senior employee is qualified to hold the position occupied by the lesser seniority employee.

When a non-probationary employee is laid off, a bid meeting shall be held with all lesser seniored employees in the laid off employees classification and all lesser seniored employees in lower classifications.

The most seniored laid off employee shall make his/her choice of positions first. The next affected/displaced higher seniored employee shall then make his/her choice of positions from those positions he/she is most seniored and qualified to hold. The process continues until all bids/choices are completed by the displaced employee(s).

If an employee fails to attend the bid meeting, he/she shall forfeit all bid rights of this day. In extenuating circumstances, such as major illness/hospitalization, the employee may agree to have a fellow employee represent him/ her at the bid meeting.

Once the bids are completed during the bid meeting, the employee will be expected to begin his/her new position on the Monday following the bid meeting.

Should the employee's job performance be deemed unsatisfactory by the administration, he/she shall be assigned the least seniored position in the district. The position vacated due to this reassignment shall then be treated as a vacancy and Article XII shall be adhered to.

The employee will not have the option to return to his/her previous position if he/she is unhappy with the position.

VI. Recall from Layoff – Probationary Status

The Board shall not be required to recall any probationary employee who is laid off.

VII. Loss of Seniority

An employee will lose their seniority for the following reasons:

- A. The employee resigns in writing
- B. The employee is discharged for cause, and not reinstated through the grievance procedure
- C. The employee fails to report to work within seven (7) calendar days following written call back notification.
- D. Employee has been laid off for five (5) years.

VIII. Seniority List

On or about July 1st each year, an agreed to seniority list shall be made available at Race Street. Such list shall contain each employee's name, date of hire, current location and classification. The seniority date of employees hired on the same date shall be determined alphabetically by surname.



## **ARTICLE XII VACANCIES, PROMOTIONS AND TRANSFERS**

### **I. Vacancies and New Positions**

- A. Notice of all vacancies and newly created positions shall be sent through email within fourteen (14) calendar days from the date of vacancy. Employees shall be given five (5) work day time in which to make application to fill the vacancy or new position. The senior employee making application shall be promoted to fill the vacancy or new position, provided the employee has the qualifications, a positive evaluation, and nothing higher than a verbal warning in discipline, to perform the duties of the job involved. The employee whose bid to fill the vacancy is approved must be available for duty in the open position within thirty (30) calendar days after the specified starting date.
- B. A newly promoted employee shall serve a probationary period of sixty (60) calendar days in the open position. The newly promoted employee shall immediately receive the base rate for the new classification. During the time period that the employee is serving the sixty (60) calendar days probationary period, the Board shall provide the probationary employee with a minimum of two(2) written evaluations as to the employee's work performance, completed by their building administrator or supervisor.
- C. During the probationary period the employee may, at any time, return to their former position, or, in the event the employee's work performance is unsatisfactory to the Board, the employee shall be returned to their former position

## **ARTICLE XIII NEW JOBS**

- I. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question and shall designate the classification and pay rate as temporary. The Board shall notify the Union of any such temporary job which has been placed into effect upon the institution of such job.
- II. The new classification and rate of pay shall be considered as temporary for a period of sixty (60) calendar days following the date of written notification to the Union. During this sixty (60) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed.

In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become part of Schedule A of the Agreement.

## **ARTICLE XIV DISCIPLINE-DISCHARGE**

- I. Dismissal, suspension, and/or any other disciplinary action must be for just and stated causes, which shall be given to the employee in writing, within five (5) working days from the time the employer has made the employee aware of the incident.

The time may be extended by mutual agreement of the parties. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the Union. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following:

- A. Unauthorized or excessive absence from regular work or scheduled overtime assignments
  - B. Pattern setting absences
  - C. Commitment or conviction of any criminal act
  - D. Conduct or attitude unbecoming any employee in the public service
  - E. Disorderly or immoral conduct
  - F. Insubordination or willful violation of Board's agreed upon written work rules/policies
  - G. Bringing intoxicants or controlled substances (Controlled Substances Act) into, or consuming intoxicants or controlled substances on any school property, or reporting for work under the influence of intoxicating liquor or controlled substances
  - H. Willful neglect of duty or incompetence in performing assigned duties
  - I. Negligence or willful damage to public property, waste, or misappropriation and/or theft of public supplies or equipment
  - J. Deliberate falsification of records, time cards/reports
  - K. Failure to comply with written health and safety rules and regulations provided to the employee
- II. The Board agrees that discipline should be appropriate to the offense and the offender. The disciplinary scale ranges from a minimum of oral reprimands, to written reprimands, to suspension without pay, to the maximum measure of dismissal - discharge.

#### **ARTICLE XV LEAVE OF ABSENCE**

- I. Request for Leave  
All requests for leaves of absence shall be presented in writing to Human Resources. The request will state the reason for the leave request, duration of the requested and the expected return to work date. A copy of the written leave of absence shall be maintained by the Board, a copy furnished to the employee and a copy given to the Chief Steward.
- Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- II. Accrual of Seniority  
An employee who meets all of the requirements for a leave of absence shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume the employee's regular seniority status and all recall rights.
- In the event that the employee would fail to return to work within said period of time, as hereinbefore defined, then said employee shall be considered to have quit their job, and they shall be removed from the seniority list.
- III. Return to Work  
An employee on leave of absence must notify the Superintendent or designee of the employee's intention to return to regular employment status by no later than thirty (30) calendar days prior to the date that the employee originally specified as the termination date for the leave. If the employee fails to so notify the Superintendent or designee, the employee will be considered to have abandoned their position, and the position will be considered vacant.
- IV. Personal Illness  
An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the necessity of such leave within two (2) weeks from the date that the employee would require the leave, and provided further, that the employee provide Human Resources with a written statement from a medical or osteopathic doctor of mutual choice of the necessity for such absence. Any continuation of such absence shall be at the Board's discretion and up to one (1) additional year only.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

V. Immediate Family Illness

Leaves of absence may be granted for a specified period for an employee to care for a seriously ill immediate family member. Immediate family is defined by the Family Medical Leave Act (FMLA).

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

VI. Educational Leave

Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

VII. Military Duty

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable law.

Per State of Michigan law, a veteran's military experience shall be treated as relevant professional experience for determining placement on the wage schedule.

VIII. National Guard/Reserves

Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling an emergency situation, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty. The leave request shall include the dates showing when the military leave will begin and end. The leave request should also include a copy of military orders indicating when employee is required to report to duty.

IX. Union Office

Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require the employee's absence from work, shall be granted a leave of absence for the term of such office or position for a maximum of three (3) years, but shall not exceed a period of time equal to one-half (1/2) the total years of seniority accumulated by said employee at the time the employee secures their leave of absence. Said leave may be extended by mutual agreement between the parties.

X. Worker's Compensation

The District may offer voluntary options, within medical restrictions, of "light duty" work or a restructured work assignment while the employee is recovering on workers' compensation. This re-assignment would be of a temporary duration and would require the employee to perform the essential functions of the assignment. This option may be offered to a member of this unit or it may be offered to a non-union member that may be able to help with this unit's work, with approval.

## ARTICLE XVI GRIEVANCE PROCEDURE

I. Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

- B. The time elements in the steps can be shortened or extended by written mutual agreement between the parties.
- C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- D. The failure of the Union to appeal a decision in writing to the next highest step level of the Grievance Procedure within the time limits prescribed in the Grievance Procedure, shall constitute a withdrawal of the grievance, and shall bar further action on the grievance, and shall resolve the grievance based on the answer given by the administrator at the previous step level of the Grievance Procedure. The failure of an administrator, at any step level of the Grievance Procedure, to communicate the decision on the grievance in writing to the Union, within the prescribed time limits set forth in that step level of the Grievance Procedure, shall require that the relief requested by the Union be granted.
- E. Any employee grievance or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.
- F. Immediate Supervisor, for all employees shall be defined as the Race St. Administrator or his designee.

II. Step One

- A. Any employee alleging a grievance shall discuss the grievance with their immediate supervisor and the Chief Steward.
- B. If the Union Steward/Grievant desires to continue processing the grievance, he/she shall:
  - 1. Sign the grievance
  - 2. Deliver it to the Race St. Administrator within two (2) working days following the date of the meeting with the Grievance Committee.

III. Step Two

- A. The Chief Steward and the grievant shall meet with the Race St. Administrator to discuss the grievance within two (2) working days of its written submission to him.
- B. The Race St. Administrator shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Chief Steward.

IV. Step Three

- A. Any appeal of a decision rendered by the Race St. Administrator shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of the receipt of the Race St. Administrator' written decision.
- B. The appeal shall be in writing and state the reason why the decision of the Race St. Administrator was not satisfactory.
- C. The Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of the receipt of the appeal.
- D. The Superintendent of Schools shall give a decision in writing relative to the grievance within

five (5) working days of the date of the meeting with the Business Representative of the Union.

V. Step Four

- A. If the decision of the Superintendent of Schools or designee is unsatisfactory, an appeal must be presented in writing within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools to the Board of Education.
- B. The written appeal must state the reason or reasons why the Superintendent of Schools' decision was unsatisfactory.
- C. The Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than fifteen (15) calendar days from the date of the receipt of the appeal.
- D. The Board of Education shall give a decision in writing relative to the grievance within five (5) working days of the date of the Business Representative's meeting with the Board of Education.

VI. Step Five - Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days, from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to arbitration. If the parties cannot agree as to the selection of the arbitrator within five (5) working days from the date of written notification that arbitration will be pursued, he shall then be selected by the American Arbitration Association.
- B. The Arbitrator, the Union, or the Board may call any person as a witness in any arbitration hearing.
- C. Each party shall be responsible for the expenses of the witnesses that they may call.
- D. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
- E. The fees and expenses of the arbitrator shall be paid by the non-prevailing party, except in the event that the arbitrator does not make an award which clearly grants either party the decision on the arbitration award, the fees and expenses of the arbitrator then shall be shared equally between the parties.
- F. The arbitrator shall render his/her decision within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- G. The arbitrator shall have no powers to interpret state or federal law.
- H. The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Board and the Union, subject to the right of the Board or Union to judicial review.

**ARTICLE XVII HOURS AND WORK WEEK**

I. Work Week and Day

- A. The regularly scheduled work week shall consist of forty (40) hours Monday through Friday. Part time assignments shall be based on district needs.

- B. The normal work day shall be eight and one-half (8 1/2) hours, which shall include a one-half (1/2) hour unpaid lunch period.

## II. Overtime Rates Will be Paid as Follows

- A. Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in the employee's work week.
  - i) If the total hours for the week includes a holiday, scheduled vacation day, personal day, or inclement weather day, the employee will be eligible for overtime beyond forty (40) hours. For example, if an employee has a vacation day on Monday (8 hours), and works Tuesday through Friday (32 hours), and works 4 hours on Saturday, the employee would be eligible for overtime pay on Saturday.
  - ii) If the total hours for the week includes sick time or same day call-ins, that time will not be counted towards eligibility for overtime beyond 40 hours. For example, if the employee works Monday through Thursday (32 hours), calls in sick Friday morning (8 hours), and works 4 hours on Saturday, the employee would not be eligible for overtime pay on Saturday.
- B. Time and one-half (1 1/2) will be paid for all hours worked on the employee's sixth (6th) day of their work week, provided the criteria in A(i) above is met.
- C. Double time will be paid for all hours worked on the employee's seventh (7th) day of their work week, provided the criteria in A(i) above is met.
- D. Employees on any of the following scheduled leaves shall not be considered for overtime:
  - a) Deduct day
  - b) Medical or Worker's compensation
- E. In the event an employee is requested to change their regular work week other than for school recess periods (days when school is not in session), the employee shall be given a two (2) day notice of the change or one (1) day notice in cases of emergency. Failure to give proper notification shall result in the employee being paid time and one-half (1-1/2) for hours which vary from their regularly established work week. Nothing contained herein in this subsection shall be used to circumvent the proper payment of overtime.

## III. Call Back

Whenever an employee is required to return to work after the completion of their regularly scheduled working hours the employee shall receive pay for a minimum of two (2) hours pay at their straight time hourly rate. The employee shall be expected to remain on the job and work as assigned, unless otherwise approved by the Race Street Administrator. Call back must be made by the Race Street Administrator/Central office Administrator.

## IV. Distribution of Overtime

- A. Overtime shall be divided and rotated as equally as possible among those employees who regularly perform such work.
- B. It is recognized that certain overtime assignments require certain specialized skills; when such circumstance arises the Race St. Administrator or designee will have the right to select the employee(s) who has such a skill for that specialized assignment. When this occurs, it will be the Department Supervisor's responsibility to balance the overtime opportunity with the employee who would have been in line for the overtime, if the employee had the specialized skill.

V. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of ten cents (\$0.10) per hour for all hours worked that day.

VI. Rest Periods/Breaks

Employees shall be entitled to one fifteen (15) minute rest period/break during the first four (4) hours of their working day, and one fifteen (15) minute rest period/break during the second four (4) hours of their working day. Said rest periods/breaks shall be taken in the building assigned/area assigned.

VII. Lunch Periods

A thirty (30) minute lunch period shall be arranged by the appropriate supervisor with the objective that said period shall normally occur in the middle of the employee's working day.

VIII. Report-In-Pay

Any employee called to work or permitted to come to work without having properly been notified that there will be no work or who has not been notified and there is less than two (2) hours work, shall receive in such instances a minimum of two (2) hours pay.

**ARTICLE XVIII INSURANCE PROTECTION**

I. Health Insurance

Each full-time unit member covered by this Agreement may select Plan A or B as part of the LISD Consortium Plan. Full-time is defined as an employee who is a permanent employee scheduled to work thirty (30) hours or more per week. It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a substantially equivalent level. Summary plan descriptions are available upon request and may include a wellness program.

**Plan A**

It is agreed between the parties that the District shall make health insurance premium payments up to \$6,818 single coverage, \$14,260 two-person coverage, and \$18,596 full family coverage, on the Employee's behalf, \$500/\$1000 Deductible for traditional coverage, \$20 office visit co-pay, with Saver RX prescription coverage, or MESSA ABC Plan 1 with ABC RX, or MESSA ABC Plan 2 with ABC RX or \$500/\$1000 deductible with 20% coinsurance.

***Dental Insurance*** - The District agrees to pay the premium for the equivalent of the chosen level of health insurance coverage with an orthodontic rider.

***Vision Insurance*** - The District agrees to pay the premium for the equivalent of the chosen level of health insurance coverage.

***Long Term Disability***

For long term disability insurance, each bargaining unit member enrolled in Plan A will pay through payroll deduction, any increase in premium in excess of the annual rate of \$325.20.

**Administrative Fees**

Any contribution amounts which may include fees, taxes, and commissions exceeding the Board's subsidy shall be payroll deducted from the wages of the enrolled employee.

**Plan B**

**Cash-in-lieu**

Unit members eligible for, but not selecting Plan A, receive a monthly cash payment in the amount of One Hundred Fifty (\$150.00) Dollars.

**Dental Insurance**

The Board agrees to pay the premium for up to family coverage with an orthodontic rider.

**Vision Insurance**

The Board agrees to pay the premium for up to family coverage.

**Long Term Disability**

The Board agrees to pay the full premium for long term disability insurance for the employee only.

II. Life Insurance

The Board shall pay the total premium for a straight term life insurance policy for each employee covered by the Insurance Consortium Agreement.

III. Tax Sheltered Annuity

The Board agrees to deduct the premiums for Board approved tax sheltered annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

IV. Retirement.

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement fund on the gross wages recognized by MPSERS as reportable retirement compensation for each employee covered by this Agreement.

V. Post-Retirement Insurance Reimbursement

Should the State Retirement Benefit Insurance Plan pay 85% of the health insurance premium coverage or more for retirees, the Board agrees to pay the difference for employees hired prior to June 30, 1997. Employees hired after June 30, 1997, will have a ten (10) year cap on this benefit. This language section and benefit is eliminated for any employees hired after January 1, 2004 and will be eliminated from the contract when no longer applicable.

**ARTICLE XIX SICK LEAVE**

I. Sick Leave Accumulation

A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month.

Employees may accumulate sick days to a maximum of Two Hundred (200) days.

B. Records of sick leave accumulated and taken are available on the district website under the employee payroll link.



- C. If an employee elects to pay optional short-term disability premiums, then the employee will have their accumulated leave frozen while they are receiving short-term disability benefits.
- D. Sick leave will continue to accumulate when an employee is on Worker's Compensation.
- E. Employees may use one (1) sick day a week to supplement their workers compensation when they are unable to work forty (40) hours per week.

II. Use of Sick Leave Days – Personal Illness

Sick leave days shall be granted to the employee when the employee is incapacitated from the performance of the employee's duties by sickness, injury, or for medical, dental, or optical examination or treatment.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

III. Use of Sick Leave Days – Immediate Family

Sick leave shall be granted when a member of the immediate family of the employee requires the care and attend of the employee due to illness or injury. Immediate family for this purpose is defined as: spouse, children, parents, grandparents, mother-in-law, father-in-law, brother or sister. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be requested by the Board from the physician of the immediate family member. The call in on sick leave will specify the specific reason for the sick leave and will be followed by a written statement of explanation upon return in this instance. The Board may request medical verification pertaining to the usage of sick leave in the event such absence exceeds two (2) working days.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

IV. Notification

Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of the fact before the start of the work day. If an illness or disability extends beyond the first (1<sup>st</sup>) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

V. Return to Work

Employees absent more than three (3) consecutive work days will be required to furnish a doctor's statement as a condition of returning to work and continued employment.

VI. Retirement

Payment for accrued sick days at time of retirement, if the employee qualifies for retirement under the provisions of the Michigan Employment Retirement Act, shall be Twenty (\$20.00) Dollars per day for each accumulated day of sick leave after ten (10) years of service.

Employees who have been employed twenty (20) or more years at the time of retirement will receive Twenty Five (\$25.00) Dollars per day for each accumulated day of sick leave, up to a maximum of Two Hundred (200) days.

When an employee retires from the District, the employee is required to participate in a Special Pay Deferral Plan for payments of the following:

- a) Accumulated sick leave, personal days, or vacation days

A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the employee and the employer. (Appendix B).

- VII. Death.  
If an employee dies during this/her employment at Adrian Public Schools, their estate shall receive their accumulated sick leave as per the terms of this Agreement.
- VIII. Maximum Sick Days Accumulation  
Any time an employee's sick leave accumulation exceeds Two Hundred (200) days, he/she shall have the following options:
  - 1) Receive Twenty (\$20.00) Dollars or Twenty Five (\$25.00) Dollars per day, dependent on years of service, for each day in excess of Two Hundred (200), payable in July of each year.
  - 2) Allow days to accumulate beyond Two Hundred (200) in case they are needed in the future. However, for retirement purposes only Two Hundred (200) days are accumulative.
- IX. Vacation Day Coordination With Sick Leave Use  
An employee may use vacation days to apply to situations covered by the sick leave provisions of this Article, upon exhaustion of all allowable sick leave entitlement.

**ARTICLE XX FUNERAL LEAVE**

All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, mother and father-in-law, brothers, sisters, brothers and sister-in-law and grand- children. Where a special relationship has been established by the employee with a blood relative, legal or natural guardian relationship, the employee shall be granted up to five (5) working days with pay for funeral leave.

**ARTICLE XXI PERSONAL DAYS**

- A. Each employee covered by this Agreement shall be granted three (3) personal days per year with pay, not deductible from sick leave. However, prior arrangements are to be made for such days whenever possible. Unused personal days will be added to the employee's accumulative sick leave, in addition to their normal accumulative sick leave.
- B. Personal days shall not be used for the purpose of earning money.

**ARTICLE XXII VACATIONS**

- I. Employees hired prior to November 1, 2003 shall receive vacation time with pay based upon the total years of service, according to the following schedule:
 

A. One year of service	5 working days
B. Two years of service	10 working days
C. Five years of service	15 working days
D. Ten years of service	20 working days

Employees hired after November 1, 2003 shall receive vacation time with pay based upon the total years of service, according to the following schedule:

A. First and second year of service	5 working days
B. Third to Nine years of service	10 working days
C. Ten years of service	12 working days
D. Fifteen years of service	15 working days
- II. The vacation time shall be calculated and credited for each employee each July 1 as specified in this paragraph (subject to the provisions of the following paragraphs III – IX).
  - A. New employee: prorate vacation time based upon months remaining up to July 1 of the first year. If the employee leaves prior to the end of the year, vacation days will be prorated.

- B. Employees who reach an anniversary date upon which additional vacation is earned according to the schedule above shall be credited at the anniversary date vacation time equal to the prorated additional amount above the last vacation step schedule. The proration would be based upon the portion of the year left to go until the next July 1 calculation as a percentage of the total year, calculated on the basis of calendar days, using a 365 day year.

Example 2: hire date 10-1-98, second year anniversary date 10-1-2000, qualifies for a second 5 days of vacation. The employee received 5 days vacation on July 1, 2000, and upon the October 1, 2000 anniversary date is entitled to the additional 5 days, prorated to reflect the partial year. There would be 272 days left of the 365 day year, so  $272/365 \times 5$  days, or 3.73 extra vacation days credited. On the following July 1, the full 10 days of vacation would be credited.

Example 3: hire date 10-1-90, tenth year anniversary date 10-1-2000, qualifies for a fourth set of 5 days of vacation. On July 1, 2000, the employee receives 15 days of vacation time, and upon the October 1, 2000 anniversary date is entitled to the additional 5 days, prorated to reflect the partial year. There would be 272 days left of the 365 day year, so  $272/365 \times 5$  days, or 3.73 extra vacation days credited. On the following July 1, the full 20 days of vacation would be credited.

- III. For those employees employed as of June 1, 2020, a onetime payout will be provided to “catch up” the vacation accrual, so that all future vacation accruals are provided in the year of employment, rather than the year after (vacation provided at the beginning of a year rather than after the conclusion of a year).
- IV. If an employee is injured while gainfully employed by other than the Board, no sick leave will be paid by the Board, and all such days of absence will be counted as regularly scheduled work days missed for the purpose of determining vacation eligibility.
- V. Employees terminating employment or on a leave of absence shall receive their prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between July 1st and their termination date.
- VI. All vacations must be approved by the Race St. Administrator or Race St. Administrator’s designee. Request for vacations must be submitted at least five (5) work days in advance, except in case of an emergency. Only two (2) days notice for one (1) day vacation will be required. No advance notice will be required for vacation of less than one (1) day, however, supervisor approval is still needed.
- A. In order to maintain a consistent work force throughout the school year, administration shall try to accommodate all requests for vacation as completely as possible. A minimum of two maintenance employees must be scheduled to work prior to approval of vacation requests.
- B. In situations where extenuating circumstances exist, and the vacation has been denied by the Race St. Administrator, the employee may request these circumstances be re-evaluated by the Superintendent/designate.
- C. The administration recommends when an employee is considering a vacation request, he/she contacts the Race St. Administrator as soon as possible so the administrator can prepare work schedules accordingly.
- D. Vacation will be granted on a first come-first serve basis. If multiple requests are received simultaneously, the approval will be determined on seniority basis.
- VII. Any employee may use vacation days to apply to situations covered by the Sick Leave provisions in Article XIX, upon exhaustion of all allowable Sick Leave entitlements.

**ARTICLE XXIII HOLIDAYS**

I. The Board will pay the normal day's pay for the following holidays even though no work is performed by the employee:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day Following Thanksgiving
Good Friday*	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	First Working Day After Christmas
Labor Day	

\*Employee will have a full day holiday if school is not in session. If school is in session a half (1/2) day, the employee will work the half (1/2) day and be paid for eight (8) hours. If school is scheduled for the full day, the employee will work eight (8) hours at regular pay.

If the holiday falls on Saturday, the preceding Friday will be the scheduled holiday and if the holiday falls on Sunday, the following Monday will be the holiday.

- II. Employees required to work on any of the above named holidays shall receive double time for all hours worked in addition to the regular holiday work schedule.
- III. In the event that the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive their normal day's pay for the holiday. In the event that the employee is on Sick Leave on any of the above named holidays, the employee shall not have that day charged against their allowable earned Sick Leave.
- IV. An employee off sick on the work day before or work day following a holiday may be required to submit medical proof of illness in order to receive holiday pay.
- V. In the event that the scheduled holiday falls on a weekend, the employee shall be given either a Friday or Monday off with pay on either date prior to or after the holiday, which would be scheduled by the Board.

**ARTICLE XXIV PERFORMANCE EVALUATION**

The Board and the Maintenance Unit agree that members of the Unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to job performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and 4) Address areas that do not meet expectations through a Plan for Improvement.

The job performance of Maintenance Unit members shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate.

The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and Use of Equipment; Ability to follow directions and accept responsibility; Promptness and attendance to job.

Disciplinary action will not be a direct result of the performance evaluation process, however, ongoing disciplinary action may be cited in a performance evaluation.

The employee is provided a copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.

If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

#### **ARTICLE XXV INCLEMENT WEATHER DAYS**

In the event that the school district is closed on a school session day, due to severe weather or other emergency, the employees covered by this Agreement shall not normally be expected to report to work and will be paid up to four (4) days. After the fourth day, the employee may use personal or vacations days. Those required to report by the Director of Operations shall be granted a personal day off to be used at a time mutually agreeable with the employee and his/ her immediate supervisor. Every effort should be made to use these days before the end of the fiscal year. At the discretion of the employee, if they are not used at the end of the fiscal year, they will be rolled into the employee's sick leave bank or paid out.

#### **ARTICLE XXVI JURY DUTY/COURT APPEARANCE**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service (unless the employee works their full shift). It is recognized that employees serving as jurors may be dismissed at irregular times. If dismissal occurs less than four (4) hours following the beginning of the employee's regular shift, the employee shall be required to report for work within a reasonable period of time following the dismissal, and work the remainder of their shift. If dismissal occurs after four (4) hours, the employee is not required to report.

Employees who are subpoenaed to appear in court during their regular shift shall be paid for such time they are in court less any compensation received for such appearance.

Employees scheduled to work second (2nd) or third (3rd) shift who are selected for jury duty shall be assigned to first (1st) shift on the days they are required to report to jury duty. The employee shall notify the Race St. Administrator, or designee, upon their selection for duty.

#### **ARTICLE XXVII CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

#### **ARTICLE XXVIII BINDING EFFECTIVE AGREEMENT**

I. This Agreement shall be binding upon the parties hereto, their successors and assigns.

#### **ARTICLE XXIX SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

- I. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union and the Board.
- II. The Waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- III. If any Article or Section of this Agreement, or any Supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXX    TERMINATION AND MODIFICATION**

- II.      This Agreement shall continue in full force and effect July 1, 2020 through June 30, 2023, with an economic reopener for 2021-22 and 2022-23, along with a review of the jurisdiction language.
  
- II.      If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
  
- III.     If either party desires to modify or change this Agreement, it shall be ninety (90) calendar days prior to the Termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement be terminated by either party on ten (10) calendar days written notice of termination.  
  
Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
  
- IV.     Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating engineers, Local #324, 500 Hulet Drive, Bloomfield Township, Michigan, 48302, and if to the Board, addressed to Board of Education, Adrian Public Schools, 785 Riverside Ave., Suite 1, Adrian, Michigan 49221, or to any other such address the Union or the Board may make available to each other.
  
- V.      The effective date of this Agreement is July 1, 2020.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed.


ADRIAN PUBLIC SCHOOLS

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#324

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording-Corresponding Secretary

**SCHEDULE A MAINTENANCE WAGE SCALE - 2020-21**

<b>Classifications</b>	<b>2020-21</b>
<u>Skilled Trades Journeyman - Maintenance</u>	\$23.74
<u>5 Yrs. Of Related Field Exp – Maintenance</u> Maintenance/Pool Operator	\$21.38
<u>General Maintenance</u> Maintenance/Pool Operator	\$17.47

A lump sum stipend of \$1,000 will be paid annually to those with skilled trades i.e., electrician and plumber.

## **APPENDIX A SPECIAL PAY DEFERRAL PLAN**

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA Paradigm Equities Inc., except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.



## Letter of Agreement

This Letter of Agreement is entered into between the International Union of Operating Engineers, Local #324, Maintenance & Custodial Employees, (the "Union") and the School District of the City of Adrian, Michigan (the "District").

Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Union agree as follows:

1. The Union acknowledges that the District has elected to become a member of a Health Plan Purchasing Consortium (the "Consortium") as authorized under Section 5(3) of the Public Employee Health Benefit Act, and as further authorized under the provisions of the Revised School Code.
2. The parties further recognize and acknowledge that insurance benefits, policy specifications, coverages and the allocation of premium responsibility for employee benefit plans are subject to a bargaining duty under the Public Employment Relations Act.
3. The District and the Union acknowledge that employee benefit *plans* or products will be made available to eligible Union bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Union have agreed that Union bargaining unit members will be allowed to enroll in those plans effective July 1, 2013 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Union bargaining unit members on that date.

Further, the District and the Union acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same vendor selected to provide benefit plans or products through the Consortium. Alternative plans will be reviewed and identified by a committee of no less than six (6) persons and not more than ten (10) to be equally appointed by the ISD Superintendent and the participating bargaining unit. The committee may meet at the request of either party. The District and the Union agree that Union bargaining unit members who are otherwise eligible to enroll in benefit plans or products through the Consortium shall have access to these alternatives, which are recognized by the parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Union. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Union, to the extent of any such conflict or inconsistency.
5. The parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning July 1, 2013 and concluding on December 31, 2015 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the Consortium. Further, the District and the Union agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation

to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement. However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.

6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Union to negotiate over allocation of premium responsibility between the District and enrolled Union bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.
7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependants, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Union and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Union.
9. By entering into this Letter of Agreement, neither the District nor the Union amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.
10. This Letter of Agreement shall become effective July 1, 2013 and shall expire on December 31, 2023, subject to the post-expiration obligations specified in paragraph 4 of this document.

## INDEX

<b>A</b>	
Appendix A - Special Pay Deferral Plan.....	25
<b>B</b>	
Binding Effective Agreement.....	21
Breaks/Rest Periods.....	15
<b>C</b>	
Call Back.....	14
Classification and Compensation.....	21
Contractual Work.....	7
Court Appearance.....	21
Maintenance Wage Scale.....	23
<b>D</b>	
Death.....	18
Discharge.....	9
Discipline.....	9
<b>E</b>	
Educational Leave.....	11
Evaluation.....	20
<b>F</b>	
Funeral Leave.....	18
<b>G</b>	
Grievance Procedure.....	11
<b>H</b>	
Health Insurance.....	15
Holidays.....	20
Hours.....	13
Call Back.....	14
Compensatory Time.....	14
Distribution of Overtime.....	14
Lunch Periods.....	15
Overtime.....	14
Report In Pay.....	15
Rest Periods/Breaks.....	15
Shift Differential.....	15
Work Week and Day.....	13
<b>I</b>	
Inclement Weather Days.....	21
Insurance.....	15
<b>J</b>	
Jurisdiction.....	7
Jury Duty.....	21
<b>L</b>	
Labor-Management Committee.....	6
	Layoff..... 8
	Leave of Absence..... 10
	Accrual of Seniority..... 10
	Educational Leave..... 11
	Immediate Family Illness..... 11
	Military Duty..... 11
	National Guard/Reserves..... 11
	Personal Illness..... 10
	Request for Leave..... 10
	Return to Work..... 10
	Union Office..... 11
	Worker's Compensation..... 11
	Life Insurance..... 16
	Lunch Periods..... 15
<b>M</b>	
	Maximum Sick Days Accumulation..... 18
	Military Duty..... 11
<b>N</b>	
	National Guard/Reserves..... 11
	New Jobs..... 9
	Non-Discrimination..... 6
	Non-Probationary Status – Layoff..... 8
	Notification..... 17
<b>O</b>	
	Overtime Rates..... 14
<b>P</b>	
	Performance Evaluation..... 20
	Personal Days..... 18
	Personal Illness..... 10
	Probationary Status..... 7
	Probationary Status – Layoff..... 8
	Promotions..... 9
	Purpose..... 5
<b>R</b>	
	Recall from Layoff..... 8
	Report-In-Pay..... 15
	Rest Periods/Breaks..... 15
	Retirement..... 17
	Rights of the Board of Education..... 5
<b>S</b>	
	Safety Practices..... 6
	Schedule A - Wage Scale..... 23
	Scope, Waiver and Alteration of Agreement... 21
	Seniority..... 7
	Seniority List..... 8
	Shift Differential..... 15
	Sick Leave..... 16
	Accumulation..... 16

Death .....	18
Immediate Family.....	17
Maximum Sick Days Accumulation.....	18
Notification.....	17
Personal Illness.....	17
Retirement .....	17
Return to Work .....	17
Vacation Day Coordination.....	19
Stewards .....	6

**T**

Tax Sheltered Annuity.....	16
Termination and Modification.....	22

**U**

Union Recognition.....	5
------------------------	---

**V**

Vacancies.....	9
Vacation.....	18
Visitation .....	6

**W**

Wage Scale.....	23
Work, Week and Day .....	13
Worker's Compensation .....	11