

AGREEMENT

BETWEEN

FOREST AREA COMMUNITY SCHOOLS

&

**FOREST AREA COMMUNITY SCHOOLS
CHAPTER OF LOCAL #1079**

**AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO**

July 1, 2022 through June 30, 2025

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AGREEMENT

This Agreement entered into on this 1st day of July, 2022 between the Forest Area Community Schools hereinafter referred to as the "Employer" or the "District" and Forest Area Community Schools Chapter of Local 1079 affiliated with Michigan Council 25 AFSCME, AFL-CIO hereinafter referred to as the "Union."

● Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

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

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

ARTICLE 1 RECOGNITION

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

All full time and regular part-time Bus Drivers, Custodians, Cleaning Staff, Secretaries, Paraprofessionals, Secretary Aides, Transportation Aides, General Aides, Food Service Aides, including Servers, Cashiers, and Cooks, and Mechanics employed by Forest Area Community Schools. This bargaining unit excludes bookkeeper, superintendent's secretary, payroll clerk, sub caller, athletic director, technology director, head cook, director of maintenance, and all other supervisors as defined in the Act.

ARTICLE 2 AID TO OTHER UNIONS

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

ARTICLE 3 UNION REPRESENTATION

(a) Stewards, Alternate Stewards, and Unit Chairperson. The employees covered by this Agreement will be represented by five (5) stewards. The Union shall have the exclusive right to assign said stewards and shall assign one (1) steward to each of the following locations or departments with the exception of probationary personnel: Bus drivers, Clerical Aides & Secretaries, Food Service, Custodians and Teacher Aides.

1. The Employer shall be notified of the names of the alternate stewards who would serve in the absence of a regular steward.
2. The Stewards without loss of time or pay may investigate within their area of representation and present grievances to the Employer during working hours. However, such time must be limited to thirty (30) minutes during any work day, unless additional time is mutually agreed upon.
3. The Unit Chairperson shall be allowed to present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee

1. Employees covered by this agreement will be represented in negotiations by five (5) Negotiating Committee members from the Union. Should a representative of the Negotiating Committee be scheduled to work during this time, he/she will not receive pay for taking part in negotiations, and he/she will be responsible for doing the work for which he/she is scheduled.

**ARTICLE 4
BOARD RIGHTS**

(a) There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the state of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of bargaining unit employees and their working conditions which are not inconsistent with the provisions of this Agreement or violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

(b) Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the School District reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

(c) Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the qualifications

of employees, determine the size of the workforce and to lay off employees in accordance with the Articles contained in this Agreement.

4. Adopt and equitably enforce reasonable rules and regulations.
5. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
6. Use volunteers in providing services at its schools.

ARTICLE 5 SPECIAL CONFERENCES

(a) Special conferences for clarification of term/conditions of the master agreement will be arranged between the Unit Chairperson and Employer, or their respective designated representative, upon request of either party. The meetings will have representation by two members of the Union and the Superintendent and/or his representative of Management. The special conference will have an agenda that is presented at the time of the special conference request. The meeting will take place at a mutually agreed upon time. The meeting may have representation from the Council and/or the International Union.

(b) The Union representative may meet on the Employers property immediately preceding the conference.

ARTICLE 6 GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for the peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing within fifteen (15) working days of the events which give rise to the grievance or within fifteen (15) working days of when the employee reasonable knew of the occurrence. The Employer will answer, in writing, any signed written grievance presented on the approved grievance form by the Union. The grievance must specify the provision or provisions of the Agreement that have been violated and the remedy sought.

U, theAn employee grievance is a disagreement between the Employer and any employee concerning the interpretation or application of any provision of this Agreement. Time elements in the steps can be shortened or extended by mutual written agreement. For the purpose of processing grievances, "working days" shall be defined as Monday through Friday when the District's central office is open for business, excluding all paid holidays. A grievance concerning alleged safety hazards may be processed directly to step 2 of the grievance procedure.

Step 1. (a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.

(b) In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The supervisor shall

give his decision in writing within three (3) working days. The Board stipulates that all grievances shall be signed, as proof of receipt, at Step I at the immediate supervisor's level.

Step 2. (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent within five (5) working days of the date of the receipt of the written decision of the immediate supervisor. The appeal shall state the reasons(s) why the decision of the immediate supervisor was not satisfactory.

(b) The Superintendent shall meet the steward and/or unit chairperson and/or Council 25 representative at time that is mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.

(c) The Superintendent shall then give his decision in writing to the steward and unit chairperson within five (5) working days of their meeting.

Step 3. If the grievance is not able to be settled at Step 2, the Union may submit an appeal to the Board within five (5) work days of the date of receipt of the Superintendent's decision. The Board of Education shall provide their determination and response in writing, within ten (10) work days from the next regularly scheduled Board meeting, unless a mutually agreed upon time/date is chosen.

Step 4. (a) If the decision of the Board of Education is not acceptable to the Union, then within twenty five (25) calendar days from the date of the Board's response, the grievance may be submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party of the intention to arbitrate. The rules of the American Arbitration Association shall govern the arbitration proceedings. The process shall also comply with the Michigan Uniform Arbitration Act, PA 371 of 2012. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for selection of an impartial arbitrator.

(c) The Arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call, or the Arbitrator calls on their behalf.

(e) The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or add written amendments hereto, or to specify the terms of any new Agreement, or to substitute his discretion for that of the parties hereto.

(f) The filing fees and per diem fees of the Arbitrator shall be borne equally by the parties.

(g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the arbitrator shall be final, conclusive, and binding upon all Employees, the Employer, and the Union.

(i) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be divided equally between the Employer and the Union. If the grievance is not reinstated with thirty (30) days of withdrawal, it cannot be reinstated. When one or more issues involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the representative case. Such

withdrawal for consolidation of grievances of similar issues shall not affect the financial liability of said withdrawn/consolidated grievances.

(j) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last response.

ARTICLE 7 PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employer will reimburse him for the earnings he lost through failure to give him such work. Jobs of a temporary nature, summer work that may involve Youth or CETA workers, and project work that volunteers are willing to help complete shall not be considered eligible for back payment claims as a result of earnings lost through failure to provide work to the Union membership.

The Employer shall not be required to pay back wages more than twenty (20) working days prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that s/he may have received from any source during the period of back pay. For purposes of this provision, "compensation" shall mean: any wages received by the employee attributable to work performed during what would have been the employee's scheduled days and hours of work with the Employer; any unemployment compensation benefits received by the employee with are chargeable to the Employer; any workers compensation benefits received from the Employer or its insurer; any disability insurance benefits received from insurance programs funded by the Employer under this Agreement.

ARTICLE 8 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 9 DISCIPLINARY ACTION

(a) The Employer agrees that it will not discharge or discipline a non-probationary employee without just cause.

(b) In any case where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result some action creates undesirable results which required disciplinary action, the Employer agrees to, where appropriate, follow the following progressive disciplinary sequence:

1. Oral Warning

2. Written Reprimand
3. Unpaid Suspension
4. Removal and Discharge.

If in the opinion of either the employee or Employer, personal problems on the part of the employee are interfering with his/her job performance, referral to the Employee Assistance and Referral Program (EARP) may be offered to the employee. If the employee then chooses to utilize the E.A.R.P., all pending disciplinary action will be held in abeyance for while the employee seeks assistance through the EARP referral. During that time:

1. The employee shall take an unpaid leave while completing EARP, unless the employee is eligible for FMLA leave.
2. The Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment.
3. A release of information authorization will be signed by the employee.
4. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced, upon prior notification to the Union, the employee will be subject to normal disciplinary measures.
5. Any cost associated with an EARP shall be borne by either the employee's insurance, if such coverage is provided, or by the employee.

Nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action, up to and including discharge, for just cause.

(c) If the Employer elects to reprimand an employee the Employer shall attempt to give the reprimand in such a way that will not cause embarrassment for the employee before other employees or the public.

(d) that The Unit Chairperson will be notified within three (3) working days if the Employer issues a written reprimand to an Employee.

(e) In the cases of a suspension or discharge, the employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to leaving the facility.

(f) If the Union deems a suspension, discharge, or discipline improper, a written grievance may be filed at Step 2.

(g) Employees may review their personnel files at reasonable times.

(h) Use of past record in imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions that occurred more than two (2) calendar years previously. Exceptions to this one (1) year limitation of review of records shall be any discipline that resulted in a suspension that was not reversed by the grievance procedure. Suspensions shall be subject to review up to two (2) years. Driving violation review shall be for the period of up to three (3) calendar years.

ARTICLE 10 SENIORITY LISTS

(a) Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.

(b) The seniority list shall show the date of hire and name of employees of the unit entitled to seniority.

(c) The Employer will post and keep the seniority list up to date. The Unit Chairperson will be provided an up-to-date copy of the seniority list as necessary.

(d) When two (2) or more employees are hired on the same day, seniority for those employees shall be determined by a cut of the cards. (Ace being considered as 1 in numerical order the high card wins the cut. If duplicate (value) cards are drawn a re-draw will be held regardless of suit.) Verification of correct placement on the seniority list will be provided to the Superintendent by the Unit Chairperson, in writing, within three (3) days of the cut of the cards.

ARTICLE 11 PROBATIONARY EMPLOYEES

(a) There shall be no seniority for probationary employees. New employees in the unit shall be considered as probationary employees for the first one hundred twenty (120) working days of their employment. When an employee completes the probationary period they shall be entered on the seniority from the date of hire.

(b) The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement except discharge or discipline unless the employee was engaging in protected Union activity.

(c) Probationary employees will be entitled to health care benefits per the Insurance Coverage language and will be effective on the first day of the month following the date of hire. Employees shall be provided with the necessary paperwork for enrollment into the benefits they are entitled no later than the end of the first week of employment or change in benefit status. The employee shall make an appointment with central office to complete the enrollment process by the end of their second week of employment.

ARTICLE 12 SENIORITY OF OFFICERS AND STEWARDS

For the purpose of layoff and recall the Unit Chairperson and Stewards, in that order, shall head the seniority list of the unit, during their term of office.

ARTICLE 13 LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions will be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 14

LAYOFF DEFINED

- (a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- (b) In the event it becomes necessary for a layoff the Employer shall meet with Union representatives, if possible, three (3) weeks prior to the effective date of the layoff. At such meeting the employer shall submit a list of the locations, classifications, the names of the employees affected and the job titles. Layoff shall be by seniority within the classifications affected with probationary employees being laid off first and thereafter employees having seniority being laid off in inverse order of their seniority.
- (c) Employees to be laid off will receive at least five (5) working days advance notice in writing. Upon receipt of the notice of layoff the employees shall have the right to displace any employee(s) with less seniority in any classification in order to maintain his/her benefits and/or hours, provided the senior employee has the ability and is qualified, as determined by job description, without further training to hold the position held by the lesser-seniority employee except for routine instructions relevant to that position. Any employee exercising Article 17 language cannot bump fractional portions of an existing job, but must bump the whole position as posted.
- (d) During a layoff there shall be no scheduled overtime for the purpose of preventing the recall of a laid off employee.

ARTICLE 15 RECALL PROCEDURE

- (a) If the work force is increased within the one (1) year after a layoff, employees will be recalled according to seniority, with the most-senior employee in the classification on layoff being recalled first to a vacant position within the bargaining unit. An employee is eligible for recall only if the employee is qualified to perform all of the duties and responsibilities of the vacant position. A vacant position does not include vacancies created by employees on a leave of absence or short-term transfer to another bargaining unit position. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall s/he shall be considered to have quit. The Employer may make exceptions at its discretion.
- (b) When the work force is increased after a layoff it shall be in inverse order of layoff. An employee's right to original position shall be in effect provided the original positions of layoff are reinstated in the recall.

ARTICLE 16 TRANSFER TO POSITION OUTSIDE OF BARGAINING UNIT OR TO ANOTHER LOCATION

- (a) Transfers of employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one year, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working the position to which he transferred. Employees transferring to a new position outside of the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. Employees transferring back into the bargaining unit under this section shall return to a classification and work assignment to which their

seniority places them, provided they are qualified and trained in that area of work without further training by the Employer. If they are not trained for that area of work, they will return to the classification and assignment for which their training and seniority places them.

(b) If and when operations or fractions thereof, are transferred from one location to another for periods intended as permanent change, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location change will be allowed in such cases where such exchanges do not cause disruption of the work force or incur further training of personnel being transferred.

(c) The Employer agrees that in any movement of work not covered by this Agreement to notify the Union in writing of the change and the names of the employees involved.

ARTICLE 17 TRANSFERS WITHIN THE BARGAINING UNIT, PROMOTIONS, JOB POSTING & BIDDING PROCEDURES

(a) Definitions:

1. "Transfer" shall be defined as a change from one job assignment to another that does not change the employee's classification.
2. "Promotion" shall be defined as a change to a classification that offers higher pay, or any current part-time or newly created part-time position that has a significant increase in hours resulting in full-time employment and/or the addition of benefits.

EXCEPTION: Employees holding multiple classifications in which additional time is added resulting in full-time work or benefits shall not be considered a promotion and need not be posted in accordance with this Article. All vacancies and/or newly created positions and promotions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy, newly created position or promotion occurs. All bargaining unit positions to be posted and filled under this section shall be filled on the basis of seniority, certification, and qualifications. All of the above positions shall be posted on the bulletin board in the respective center/building offices for a period of seven (7) working days, setting forth the minimum requirements and the total number of hours per day of the position. The senior employee meeting the minimum requirements of the job posting that make written application to the Superintendent for the position, within the posting period, shall be granted the position.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given to the employee and his steward. The Employer shall furnish the Unit Chairperson with a copy of each job posting at the same time it is posted on the office bulletin boards. The unit Chairperson shall be notified as to who was awarded the position.

(c) Except for "transfers/promotions" (within the same classification) the employee awarded the position shall be granted a trial period consisting of thirty (30) working days. During the trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his Steward in writing and the

employer shall have the right to return the employee to his/her former assignment. Any employee returned to their former position shall be prohibited from reapplying for a period of one (1) year. If the employee's former assignment is filled, it will be in accordance with Article 24(a) during the trial period.

(d) For those job transfers and promotions of a permanent nature, the individual transferring positions shall be placed on the wage scale from Appendix D Wage Schedule in effect at that time closest to their present wage, but not below the current 1 year category if they have more than two years employment at Forest Area. Individuals holding multiple job classifications that make such a transfer will have their closest wage based on the job currently held with the greatest hours. (Note: Article 24 (a) remains unchanged in language or intent). Those with less than two (2) years experience shall receive pay at their current experience level within the classification of the job they are performing.

ARTICLE 18 RATES FOR NEW JOBS

When a new job is created, or the content of an existing job classification is substantially altered outside the parameters of the current job description, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, the Union may request a special conference in which the classification and rate shall be subject to negotiations.

ARTICLE 19 VETERANS - REINSTATEMENT OF

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

ARTICLE 20 LEAVES OF ABSENCE

(a) An employee who, because of illness or accident which is not able to be compensated under the Worker's compensation law, is physically unable to report for work and has exhausted any means of compensation from the Employer, shall be granted an unpaid leave of absence not to exceed one (1) year; extensions may be granted at the discretion of the Employer, provided that the employee promptly notifies the Employer of the necessity of the leave and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, and for the continuation of such absence when the same is requested by the Employer. The employee may purchase insurance through the District under COBRA.

(b) Unpaid leaves shall be granted upon written application to the Employer, without loss of seniority for the following reasons:

1. Serving in any elected or appointed full time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

2. This can be used for the sickness of an employee's children, spouse, parents, or parents-in-law.

(c) An employee who meets all the requirements as specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and rights there under upon return from leave. Leaves of absence may be granted at the discretion of the employer for reasons other than those listed above when they are deemed beneficial to the employer and the employee.

(d) Employees may be granted, at the discretion of the employer, up to two (2) unpaid days off for the purpose of attending family or school related activities.

(e) Family Medical Leave Act ("FMLA") Provisions:

An employee who has worked for the district for a period covering at least twelve (12) months and who has worked at least 1250 hours during the twelve month period before the leave is to start shall be granted up to twelve (12) workweeks of unpaid leave for one of the following reasons:

1. The birth or care of a child.
2. The placement of an adopted or foster care child in the home.
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition. If the employee's son/daughter is 18 years or older, they must be incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.
4. A serious health condition of the staff member which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health care provider (M.D. or D.O.).
5. The district will grant Family Medical Leave as required under the FMLA.

- In the cases where the district has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

- A thirty (30) day advanced written notice of the need to take a Family Medical Leave is required of foreseeable leaves. Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.

- An employee returning to work from a leave described above shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the employee's current coverage under the District's health insurance program, provided the employee continues to pay any normal employee contribution as applicable monthly. The employee shall not accrue any sick leave, vacation, or other benefits, with the exception of seniority, during any unpaid portion of the leave.

- Should the employee elect not to return to work at the end of an approved leave outlined above for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the employee shall reimburse the District for the health premiums paid by the District during the leave period.

(f) An employee that chooses any type of leave available to them under the terms of this contract shall not exceed one year aggregate time from work. If a longer leave period is required than one aggregate year for the leave of absence, the Board of Education may grant an extension upon request for leave other than the required provisions of the Family Medical Leave Act. For those employees granted extension of leave for more than one aggregate year for any reason, the Employer does not guarantee that the employee will be

reinstated in his/her former position or to the same classification and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. Seniority shall accrue when an employee is on an unpaid leave of absence.

**ARTICLE 21
UNION BULLETIN BOARDS**

The employer will provide space on the office bulletin board of each building for the posting of appropriate Union notices pertaining to Union business.

**ARTICLE 22
FUNERAL LEAVE**

An employee shall be granted three (3) working days with pay, not to be deducted from sick leave or vacation, as funeral leave days for a death in the immediate family. Immediate family is to be defined for the purpose of this Article as follows: parents, spouse, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son or daughter-in-law, or brother or sister-in-law. For other family and non-family members, an employee may use a sick leave day to attend the funeral.

**ARTICLE 23
JURY DUTY**

An employee who serves on jury duty will be paid their regular daily pay and is required to reimburse the district with payments received for such duty, excluding mileage.

**ARTICLE 24
TEMPORARY ASSIGNMENTS**

(a) Temporary assignments for the purpose of filling scheduled vacancies of employees who are absent will be offered to the most senior employee meeting the minimum requirements for such vacancy. Such temporary assignments shall be posted, if possible, within three (3) working days prior to any vacancy with an expected duration greater than ten (10) days. During the temporary assignment, provided the employee has two years experience at Forest Area and is qualified to perform the job, they will receive the step one wage of the job they are performing. Those with less than two years experience at the District shall receive pay on their current experience level within the classification of the job they are performing.

**ARTICLE 25
EQUALIZATION OF OVERTIME HOURS**

(a) Overtime shall be divided and rotated as equally as possible within the building and job classification according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

(b) For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee working during that call-out period or charged trip assignment, except for employees on vacation, sick leave, etc.

ARTICLE 26 SAFETY

(a) The employer agrees to comply with all Michigan Occupational Safety and Health Act Regulations as they apply to bargaining unit work.

(b) The Employer shall furnish all equipment necessary to perform the duties assigned their classification and keep the same in safe operating condition.

(c) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as per Michigan Department of Transportation or federal regulations, or equipped with the safety appliances prescribed by law.

(d) Any employee involved in any accident shall immediately report said accident and any physical injury sustained to the Employer. An employee shall make out an accident report in writing on forms provided by the Employer and shall promptly turn in all available names and address of witnesses to any accidents but no later than 6 hours after the accident absent exceptional circumstances. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

(e) An employee who is injured while on the job and is required to leave the job by medical authority will receive pay for the entire day not to be deducted from sick or vacation leave.

ARTICLE 27 WORKER'S COMPENSATION - On the Job Injury

(a) Each employee will be covered by the applicable Worker's Compensation Laws.

(b) For the first twenty six (26) weeks, an employee is eligible for Worker's Compensation they shall receive in addition to their Worker's Compensation, an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation and his regular weekly income, not to be deducted from sick or vacation.

(c) After the first twenty six (26) weeks, an employee being eligible for Worker's Compensation may apply to the Superintendent for the difference in pay between what he receives in compensation benefits and his normal weekly rate of pay. Any payment of this type will be charged against the individual's sick leave and/or accrued paid vacation days, in that order. Should the individual not have sick, personal, or paid vacation days available, they will not be eligible to receive payment from the Employer.

ARTICLE 28 WORKING HOURS

(a) The normal work year for employees covered by this Agreement shall be based upon the official school calendar, as adopted, unless otherwise assigned by the Board of Education or Superintendent. Deviations to the normal work year may occur as addressed in paragraph b.4. below.

(b) The normal work week shall be Monday through Friday during the course of the school year. Summer hours may vary to four (4) ten (10) hour days being utilized in lieu of the normal five (5) day, eight (8) hours

per day work week without overtime being considered as paid beyond the eight (8) hour day due to the four (4) day weeks.

(1) The normal work day shall be based upon assignment as determined by the Superintendent. Those personnel holding multiple job classifications/assignments shall receive pay for actual hours worked within that classification at the appropriate rate of pay for each classification/assignment.

(2) In the event of a reduction of hours that reduces a benefit-eligible employee below eligibility to receive benefits, that employee's benefits shall continue for the next calendar month (at a minimum of 30 days). Insurance eligible employees whose hours are reduced will have the option to utilize the procedures in Article 14 – Layoff. Non-insurance eligible employees whose hours are reduced by one or more hours, will have the option to utilize the procedures in Article 14 – Layoff.

(3) Employees scheduled to work four (4) continuous hours or more per day, but less than six (6) hours, shall be allowed a ten (10) minute duty-free rest period. Employees scheduled to work six (6) hours or more per day shall be allowed two (2) ten (10) minute duty-free rest periods, one (1) in the first half of the shift and one (1) in the second half of the shift, and an unpaid lunch period that is 30 minutes in duration. Such rest and lunch periods shall be scheduled by the Administration.

(4) Should school be closed by the Superintendent for any reason beyond the control of the employees, the employees will receive their regular pay for up to six (6) days per year. Employees shall be able to use accumulated personal and sick days to receive pay for those closure days that fall within the “forgiven hours” allowed under current state mandates. Should school be required to be made up/rescheduled due to closures exceeding the forgiven hours employees will be paid for hours worked on such “make up” days.

Custodians shall be allowed to break these two (2) days into one half (½) day periods. The ½ day periods, if broken down as ½ days shall be utilized only during non session dates as approved by the immediate supervisor.

(5) Clarification of closing of buildings:

1. EMERGENCY CLOSING - Building Evacuation

When an employee is prevented from working/performing their job, paid time for time spent away from work is allowed up to the normal allotted work hours for that closing incident.

2. EARLY DISMISSAL - No Students (Scheduled or Unscheduled)

Employee, if scheduled, has opportunity to work and receive wages. If employee elects not to work when scheduled, they receive no pay for hours not worked.

3. DELAYED START OF SCHOOL DAY

Employees that report for work as normal and work in their designated classification(s) are paid for time worked. Employees that choose not to report for work until scheduled student arrival time will not receive pay for scheduled time not worked.

It is not the intent, nor permitted by language in Article 28 to create additional hours of work beyond those normally scheduled for any employee. Should an employee have flexibility in their regularly scheduled work day/week to permit them to make up their hours for time they elect not to work during delays or early dismissals, they have the option to make up the work during the current pay period if pre-arranged with and approved by their supervisor, and that they are doing productive work. The period of work make-up must take place within the normal work hours of the type of employment for which they are working and shall

not be for less than thirty (30) minutes duration for the make-up period. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet.

(6) Every effort will be made to contact employees at the earliest time possible relative to school closings or delays of schedule once a decision has been made.

ARTICLE 29 SICK LEAVE

(a) Employees covered under the terms of this Agreement shall earn one (1) sick day per thirty (30) calendar days of employment. Employees may accumulate sick leave days up to the following maximums: 12-month employees 100 days accumulation, 200-day employees 65 days accumulation, and 199-or-less day employees 50 days accumulation.

1. Employees that exceed the maximum limit on accumulation of sick leave in any given work year shall be reimbursed for days unused, that exceed the maximum accumulation in that year, at the rate of one hundred percent (100%) per diem of the current rate of pay at the employee's current classification(s) and step.

2. Employees reaching their maximum accumulation of sick leave shall have personal days charged against sick leave.

(b) Sick leave may be used for doctor and dentist appointments only if the leave is applied for two (2) working days in advance. Applications shall be submitted to the administrator in the area in which the employee works. Sick leave shall be granted for personal illness or injury. One (1) to three (3) days per year of sick leave may be used in case of illness in the immediate family of the employee. Immediate family has been interpreted for the purpose of this article to include the employee's spouse, children, and parents including parents-in-law, or any other member of the family or household who clearly stood in the same relationship with the employee as any of the above. Except for emergency situations, sick leave for illness of the immediate family will be limited to one (1) day per illness. Extension of the leave beyond the one (1) to three (3) days may be granted at the discretion of the Superintendent of Schools.

(c) All unused sick leave will be paid at the straight time rate upon resignation from the District in the following manner:

25% of accumulation prior to retirement eligibility

100% of accumulation upon retirement under the Office of Retirement Services

100% of accumulation upon death of the employee paid to the employee's beneficiary

The maximum amount paid to any individual employee under this Article shall not exceed four thousand (\$4,000) dollars. Ten (10) years of employment with the District shall be required to qualify for benefit under this article.

(d) The District reserves the right to require a physician's statement upon an employee's return from absence because of illness or injury exceeding three (3) consecutive work days. If the Employer suspects, based on evidence provided, that the employee has abused sick days, the Employer may require a physician's statement as to the Employee's absences. The District has the right at any time (whether or not the employee has been absent due to illness or injury for more than three consecutive work days) to require a physician's statement of an employee's ability to safely and competently perform his/her job duties so long as the District pays for the cost of that examination.

**ARTICLE 30
PAID MEDICAL LEAVE ACT**

In accordance with the Michigan Paid Medical Leave Act (“MPMLA”), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to 40 hours of paid medical leave for any of the following for the employee or family member per fiscal year:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee’s primary workplace by order of a public official; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

**ARTICLE 31
TIME AND ONE-HALF & DOUBLE TIME**

(a) The regularly scheduled work week for all full-time employees shall consist of forty (40) hours beginning at 12:01 a.m. and ending one hundred sixty-eight (168) hours thereafter. Time and one-half will be paid for hours over forty hours of work in one work week.

(b) Double time will be paid for all required hours worked on Sundays or Holidays in addition to the holiday pay, with the exception of hours designed as building checks. Building checks which are normally completed on Sundays will be at time and one-half.

(c) Employees who are called into work outside of normal working hours shall receive a minimum of one hour pay at the double time rate. All hours worked thereafter shall be at the straight time rate except for those covered under (b) above of this Article. The call in for work must be by the building administrator, the director of buildings and grounds, or the superintendent of schools to be eligible for additional pay outside of normal working hours.

(d) All overtime or holiday hours worked must be recorded on a timesheet and submitted to the employee’s immediate supervisor and submitted by the next payroll period. All overtime and holiday hours must be approved by the employee’s immediate supervisor before the work is performed. Failure to follow these requirements may result in denial of overtime pay.

**ARTICLE 32
HOLIDAY PROVISIONS**

(a) The paid holidays are designated as:

1. Full Time employees (12 months):

New Year's Day	Memorial Day	July Fourth
Labor Day	Thanksgiving	Christmas Day

Two (2) other days to be taken on a non-school day or during a holiday break.

2. School year employees (9 months): 200 day employees

New Year's Day	Memorial Day	Thanksgiving
Labor Day	Christmas Day	One Floating Holiday*

*Floating Holiday is to be taken on non-school session days. The floating Holiday is not accumulative and shall not be used in conjunction with overtime.

(b) Should a Holiday fall on a Sunday, Monday will be considered as the Holiday. Should a Holiday fall on Saturday, Friday shall be considered the Holiday.

**ARTICLE 33
BUSINESS DAYS**

All twelve (12) month employees during the course of the school year will receive three (3) business leave days, not to be deducted from sick or vacation leave time. Nine (9)-month employees will receive two (2) business day, not to be deducted from sick or vacation leave time. In either case above, the unused days will not accumulate from one year to the next. Part-time employees will receive business days on a prorated basis. Business days are intended to allow the employee to complete needed tasks that can only be performed during the school day or days when the employee is not working such as scheduled service appointments, court appearances, or other similar obligations. Business days are not intended to be used as vacation days or before or after a scheduled school year break.

**ARTICLE 34
VACATION ELIGIBILITY**

(a) All twelve (12) month employees will earn credits toward vacation with pay in accordance with the following schedule:

After 1 year of service	Five (5) days
2 through 5 years of service	Ten (10) days
6 through 10 years of service	Fifteen (15) days
11 or more years of service	Twenty (20) days

All employees eligible for vacation days earned shall be able to take those earned vacation days starting with the beginning of the next fiscal year upon completion of the fiscal year in which they qualify for vacation days earned. Examples: Employee A is eligible for 10 vacation days due to work status indicated in sub para (f) of Article 36, but was assigned their position in mid-year in the year of earning 10 days eligibility for vacation. That individual, would then upon arrival of the new fiscal year, be able to take five (5) days vacation as they would be prorated for the half-year of eligibility due to assignment date. Employee

B is a continuing vacation eligible employee, but moves from 5 to 10 days, 10 to 15 days, etc. That employee would be eligible to take the additional vacation days at the start of the fiscal year following completion of the year of earning eligibility for added days. (You have to complete the work year prior to taking the added days of vacation).

(b) To be eligible for a vacation, an employee must have worked or been paid for eighty (80) percent of his regularly scheduled working hours during the preceding fiscal year.

(c) Twelve month employees terminating employment shall receive pro-rated vacation allowances based on 1/12 the vacation pay for each month or major fraction thereof between July 1 and his termination date, provided he has notified the Superintendent of Schools fourteen (14) calendar days prior to termination of his employment.

(d) Application for vacation leave must be filed with the Superintendent of Schools a minimum of three (3) weeks in advance.

(e) 12 month employees may apply for vacation leave during the student Christmas and Easter breaks. The vacation will be authorized under the following conditions:

1. The employee must have ten (10) years service in the district.
2. The request for vacation leave must be submitted to the Superintendent of Schools sixty (60) days prior to the start of the vacation.
3. This vacation leave will be deducted from accumulated vacation leave time.
4. If there is more than one applicant for any one-time period within each classification, the employee with the most seniority shall have priority.
5. Any employee granted vacation leave during any of these special vacation periods shall not be eligible for another leave during a special time period for two (2) years.

(f) Employees transferring from less than twelve (12) month positions into twelve-month positions shall base their eligibility for vacation on the total number of hours worked for the District divided by two thousand and eighty (2080) hours.

ARTICLE 35 INSURANCE COVERAGE

(a) Health Insurance Medical Coverage and Costs: Except as otherwise required by law, employees working 7 or more hours/day on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article. Employee contributions will be due and paid in equal amounts from each pay period, as is possible, through a payroll deduction. The Board of Education retains the right to name the insurance carriers(s) for the district.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for medical benefit plan costs (the "plan") for all eligible Employees (those not taking cash-in-lieu) in a combined monthly amount not to exceed the following annual amounts (minus any deductions listed below) paid per eligible Employee:

- Single: \$ 7,304.51
- Employee and Dependent: \$ 15,276.01

- Family: \$19,921.45

Employees are responsible for paying all medical benefit coverage plan costs that exceed the annual amounts stated above to be paid through a payroll deduction.

(b) Twelve month employees opting not to take health insurance, or married couples qualifying for insurance, with one opting not to take insurance, or an individual qualifying for full insurance coverage that chooses not to take health insurance shall have the single subscriber rate for options or annuities less whatever insurance is taken. In the case of twelve (12) month employees, married couples, or single subscriber insurance qualifiers taking options or annuities, they shall not be eligible for the flat rate dollar amount benefit listed above. All decisions regarding use of the payment towards benefits shall be communicated in writing to the Superintendent prior to October 1st of each year. Employees wanting to take this payment as an annuity or cash payment shall communicate their desire in writing to the Superintendent prior to November 1st each year.

(c) No part time employee (less than 7 hours per day) shall be eligible to receive insurance benefits other than those purchased. Forest Area Community Schools will utilize a Flexible Spending Plan that allows payroll deduction for insurance purchase or premiums paid as a pre-tax deduction except for short term disability insurance.

(d) Seven (7) hour or more employees will pay 0% of premiums for Pak B to include:

Term Life Insurance	\$20,000 per employee
Vision Insurance	VSP3 Plus
Dental Insurance	60/60/60, 2 cleanings/year
Long Term Disability	66 2/3% with 90 Calendar days mod fill \$5,000 Maximum
Alcohol & Drug Abuse Care	- 2 yr limit
Mental/Nervous	- Same as any other illness
Pre-Existing Condition Waiver	- Yes
Freeze on Offsets	- Yes

The Board of Education retains the right to name the insurance carriers(s) for the district.

(e) Mandatory retirement shall be paid to the Michigan Public School Employee's Retirement System by the Board of Education.

(f) The District will notify employees of their hospital medical coverage premium rates, their benefit options, and the list of approved annuity companies by September 15th of each year.

ARTICLE 36 COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement except for the purpose of computing overtime.

ARTICLE 37 CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees to inform the Union, through a special conference meeting seven (7) calendar days prior to any consolidation or elimination of jobs, together with the reasons for said consolidation or elimination.

**ARTICLE 38
WORK PERFORMED BY SUPERVISORS**

Supervisory employees, or non-bargaining unit employees, shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned or any work that has been normally or customarily been performed in the past. Jobs of a temporary nature, summer work that may involve Youth or CETA workers, and project work that volunteers are willing to help complete shall be allowed.

**ARTICLE 39
DISTRIBUTION OF AGREEMENT**

The Employer agrees to make post this agreement on the District's website and provide a copy to Union representatives.

**ARTICLE 40
APPENDIXES**

The following appendixes are incorporated and made part of this agreement:

- Appendix A: Bus Run Selection Procedures
- Appendix B: Extra Trips
- Appendix C: Miscellaneous Provisions
- Appendix D: Wage and Classification Schedule

**ARTICLE 41
TERMINATION & MODIFICATION**

This Agreement shall become effective as of July 1, 2022 and continue in full force and effect until June 30, 2025.

If an emergency financial manager is appointed by the state under PA 4 of 2011, the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion.

This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA), MCL 423.201, et seq.

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

(b) If neither party shall give notice, this agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) day written notice prior to the termination date.

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

(d) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, 1034 N. Washington, Lansing, MI 48906; and if to the employer, addressed to Forest Area Community Schools, 7741 Shippy Rd. S.W., Fife Lake, MI 49633; or to any other address as the Union and the Employer may make available to each other.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the day and year as indicated.

FOR THE UNION:

Jeffrey J. Apsey

Date: 8-25-2022

Justin Cochran

Date 8-25-2022

Cindy Gerring

Date 8-26-2022

FOR THE EMPLOYER:

Jilliein Dyer

Date: 8/8/2022

John P. Pe

Date 8/8/2022

[Signature]

Date 8-8-22

**APPENDIX A
BUS RUN SELECTION PROCEDURES**

(a) At least two weeks before the start of the school year, drivers will be notified of changes to their respective runs. This notice will consist of a known listing of names and addresses that are new to that respective run with their locations plotted on an area map. The driver will be responsible to make a trial run for the purpose of establishing stops, turn-a-rounds, time, and distance by the deadline established in the notification letter. Each driver will be required to continue their established run from the preceding school year for the first fifteen (15) days of student transportation. On the 15th day of student transportation, all drivers will meet during the day with the Superintendent of Schools for the purpose of picking their runs based on seniority. The most senior driver will have first choice of all runs, the second most senior driver shall have second choice of all available runs, and so on through the seniority list of drivers. Should a driver not be able to attend the route pick meeting they may designate (in writing) another driver to bid in their place on the seniority list.

(b) Compensation for each bus run shall not decrease or increase below/above the run time established on the 15th day of student transportation except for the following reasons:

1. Students on the established run leave the route.
2. Additional students are added to the established run.
3. The entire run is eliminated.

APPENDIX B EXTRA TRIPS

(a) Compensation for extra trips shall be at the regular driving rate per Appendix D Wage Schedule. Layover time shall be eleven dollars (\$11) per hour.. The minimum guaranteed compensation for outside district trips will be \$25.00, this calculation is based on the total of driving and layover time.

(b) "Driving time" is considered the actual time spent from school to the destination en route. "Layover time" is the time spent waiting while the students attend the function for which the bus was originally scheduled.

Overnight trips will pay layover time only while the students are involved in their planned function. Once the group reaches the motel/hotel, the layover rate will stop. Thirty (30) minutes pre-post driving time for the day(s) away from the district will be allowed, at the driving time rate, for the purpose of checking, cleaning and fueling the bus, as necessary, for the remainder of the trip.

(c) Trips requiring lodging for the driver will have the lodging paid with meal allowances as follows: Breakfast \$7.00, Lunch \$10.00, and Supper \$15.00. Receipts for meals and lodging must be turned into the business office on the next work day upon return from the trip. Should a breakdown occur while en route on an extra trip, the hourly rate for the period of stoppage due to breakdown shall be the wage rate per wage scale (Appendix D) per hour. For the driver taking a bus out to a disabled bus, they shall receive regular trip driving rate to the disabled bus. Once on site the "rescue" driver shall go onto the layover rate and ride back on the return trip with the students if the disabled bus is to be left for repairs to be retrieved later. The regularly-scheduled trip driver shall go from the layover rate to the regular trip driving rate once the trip resumes.

(d) For non-overnight trips that require a departure from Forest Area Schools prior to 7:00 a.m., a breakfast payment is authorized. Lunch meal allowance is authorized when the extra trip requires the driver to be outside District boundaries during the lunch period. Supper meal allowance will be paid for the evening extra trips that require the driver to be with a group later than normal evening supper hours (i.e., returning later than 7:30 p.m.). Receipts are required for payment to be made and they are required to be turned into the Business Office the next work day following the trip. If the vendor does not provide receipts, drivers may submit a handwritten receipt for payment.

(e) The Extra Trip Assignment procedure is as follows:

(1) Drivers will sign up for extra trips prior to the 15th day of student transportation and will be placed on the Extra Trip Schedule (ETS) Rotation by seniority status. Drivers wishing to sign up for extra trips after that date may do so; however, they will be added to the bottom of the ETS Rotation. In addition, the newly-added driver will only become eligible for extra trips on the next published rotation schedule.

(2) Drivers hired after the sign-up date for extra trips will have two (2) weeks from their date of hire in which to sign up for inclusion in the extra trip rotation schedule. The newly-hired driver(s) shall be placed at the bottom of the ETS Rotation Schedule on the next published trip rotation schedule once they have signed.

(3) The Employer shall provide the ETS of all known scheduled extra trips for the period of the first to the fifteenth of the month three (3) or more working days prior to the first workday of the month. The Employer shall provide the ETS of all known scheduled trips for the period of the sixteenth of the month through the end of the month three (3) or more working days prior to the sixteenth of the month. Should the Employer not meet these deadlines, no penalty shall be applied to a driver declining an assigned trip prior to the first day of the provided ETS. The first ETS of the school year shall contain the assigned names of those drivers who signed up for extra trips on the schedule of known trips, in calendar order on the basis of seniority. In the event there are more drivers on the ETS Rotation than trips to be assigned, drivers not assigned trips will remain in their respective order pending assignment of further trips or offering of unassigned or turned in trips. As assigned drivers complete their trips and have no other assigned trip for that rotation period, they shall remain in the ETS Rotation. Employees who refuse a properly assigned extra trip shall lose the privilege of receiving any extra trip assignments for full (1) full cycle through the ETS Rotation and shall only be offered an unassigned trip once all other drivers have either accepted or declined the extra trip unless the driver is performing another duty as a district employee. The vacated assignment shall then be offered to the next driver in line in the ETS Rotation. Employees on the ETS who are offered an unassigned trip may decline without penalty as it is offered through the Rotation. Should no regular driver be available, other drivers or subs may be used. The transportation director has the right to waive this penalty due to extra trip driver shortage. The Employer will attempt to offer the trip to drivers first, based on seniority, and then to subs. If no driver is available via the above process the least senior trip driver may be assigned the trip. If the Employer determines a driver on the ETS would go into overtime if they took their assigned trip, the Employer may remove that driver from that trip and offer the driver the next available trip that will not put the driver into overtime, prior to the next time through the ETS Rotation.

(4) Coaches with proper bus certification will have priority to drive their teams to events during their respective seasons.

(5) In the event the district has a limited number of trip drivers, the transportation director has the authority to assign drivers for extra trips as needed to eliminate excess financial burden upon the district.

(6) Completed trip sheets must be turned into the Business Office the next work day for the purpose of tabulating total work time for the week.

APPENDIX C MISCELLANEOUS PROVISIONS

(a) The Employer shall carry, at minimum, fleet liability insurance coverage of one million dollars (\$1,000,000) per occurrence with employee liability coverage of three million dollars (\$3,000,000) per occurrence as an umbrella for the life of this Agreement.

(b) The Employer shall reimburse the full cost of the bus driver chauffeur license and certification fee required under the Michigan Motor Carrier Safety Act rules and regulations. Full reimbursement shall be paid within one year of renewal. Should an employee quit or be discharged prior to receiving full reimbursement, the payment will be prorated for the period of time served as an employee. A schedule of license/certification fee reimbursements due employees shall be available at the business office for employee informational purposes.

(c) The Forest Area Community Schools will pay for any citation of fine received by the driver because of reported defects in an Employer-owned school bus, or caused by any unforeseen or unknown defect in the school bus. The school bus driver will pay any fine citation received due to negligence of the bus driver.

(d) The Employer agrees, if required, to pay the cost of any physical/mental examination, or TB test ordered by the Employer.

(e) EDUCATION AND TRAINING

1. The Employer agrees to reimburse employees for classes taken which would be applicable to their work if the classes are required by the Employer. Such reimbursement shall include tuition, fees, and books for classes involved. Further employer agrees to pay the employee the bus driver layover rate for hours the required class is in session, and shall provide either transportation or mileage to and from the class.

2. The employer agrees, if mandatory, to pay employees their regular straight time rate of pay for the classification of work they are assigned at the time of the training during mandatory training periods. Bus drivers that have no other classification of work will receive minimum wage per hour for mandatory training time. The work outside their normal shift for the provisions of this paragraph shall not be considered "call-in" as provided for in Article 33 (c) of this Agreement.

(f) Each employee that concludes their tenth (10) year of service with Forest Area Community Schools will qualify for a \$15.00 per year employed by the District stipend that is paid on total years of service at the District on the last pay of the fiscal year.

(g) A shift differential of twelve cents (\$0.12) per hour shall be paid to custodians on hours worked after 8:00 p.m.

(h) ATTENDANCE INCENTIVE

Eligible employees must be employed July 1 to June 30 as a 12 month employee or for a full school term, equaling the number of student days in the school calendar, during their work year of eligibility. Persons on non-FMLA leaves during their work year are not eligible for this incentive. The incentive shall be paid to those eligible for such payments on the first regular pay in the next fiscal year.

Staff employed for one full year (12 months or school term, depending on assignment) will be eligible for the following attendance incentive:

<u>Combined sick/personal leave</u>		<u>Incentive amount</u>	
<u>Days Used</u>			
<u>12 month</u>	<u>School Term</u>	<u>% of daily wage</u>	
0	0		100
1	1	80	
2	2		70
3	-		60

(i) A copy of hours and wages for all employees, regardless of classification, will be provided to employees who request, in writing, these copies with their paychecks, provided the employee works their regularly scheduled hours/days of employment. Requests must be made in writing to the Superintendent on or before the beginning of the school year.

(j) A summary statement shall be provided to employees at the beginning of each semester indicating their sick leave, personal leave, holidays, and vacation accumulation at that time. For the second semester, this information will be provided either on an employee's paycheck summary or distributed individually.

**APPENDIX D
WAGE & CLASSIFICATION SCHEDULE**

2022-2023 Wage & Classification Schedule

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6-8	Yr 9+
Classifications 9 month employee							
Bus Driver	17.83	19.75	20.42	20.89	21.37	21.88	23.13
Paraprofessional **	12.35	13.01	13.48	13.81	14.14	14.46	14.78
Secretary Aid	12.18	12.72	13.23	13.55	13.87	14.21	14.50
Cook	11.53	12.04	12.69	13.00	13.29	13.62	13.89
General Aide Server/Transportation Aide	11.17	11.88	12.50	12.79	13.08	13.41	13.70
Classification 200 day employee***							
Secretary	13.46	14.29	15.23	15.59	16.00	16.39	16.67
Cleaning Staff	11.17	13.12	13.91	14.26	14.62	14.98	15.26
12 month employees							
Custodian Mechanic	12.31	14.78	15.65	16.04	16.43	16.83	17.13

2023-2024 Wage & Classification Schedule

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6-8	Yr 9+
Classifications 9 month employee							
Bus Driver	18.36	20.34	21.04	21.52	22.01	22.53	23.83
Paraprofessional **	12.72	13.40	13.89	14.23	14.57	14.90	15.22
Secretary Aid	12.55	13.10	13.62	13.96	14.29	14.64	14.94
Cook	11.87	12.40	13.07	13.39	13.69	14.03	14.31
General Aide Server/Transportation Aide	11.50	12.23	12.88	13.18	13.47	13.81	14.11
Classification 200 day employee***							
Secretary	13.87	14.71	15.69	16.06	16.48	16.88	17.17
Cleaning Staff	11.50	13.52	14.32	14.68	15.05	15.43	15.72
12 month employees							
Custodian Mechanic	12.68	15.22	16.12	16.52	16.92	17.34	17.64

2024-2025 Wage & Classification Schedule

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6-8	Yr 9+
Classifications 9 month employee							
Bus Driver	18.92	20.95	21.67	22.16	22.67	23.21	24.54
Paraprofessional **	13.10	13.80	14.30	14.65	15.00	15.34	15.68
Secretary Aid	12.93	13.50	14.03	14.38	14.72	15.08	15.39
Cook	12.23	12.77	13.46	13.79	14.10	14.45	14.74
General Aide Server/Transportation Aide	11.85	12.60	13.27	13.57	13.88	14.23	14.53
Classification 200 day employee***							
Secretary	14.28	15.16	16.16	16.54	16.97	17.39	17.68
Cleaning Staff	11.85	13.92	14.75	15.12	15.51	15.89	16.19
12 month employees							
Custodian Mechanic	13.06	15.68	16.60	17.01	17.43	17.86	18.17

