AGREEMENT

between the

NEGAUNEE PUBLIC SCHOOLS'
BOARD OF EDUCATION

and the

UNITED STEELWORKERS INTERNATIONAL
AFL-CIO • CLC
Local Union 4950-05

2025-2028 School Years
Effective from 7-1-2025
through 6-30-2028

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PREAMBLE

THIS AGREEMENT is made and entered into this first day of July, 2025, by and between the NEGAUNEE PUBLIC SCHOOLS BOARD OF EDUCATION, or its successor, hereinafter called the "BOARD" and the UNITED STEELWORKERS INTERNATIONAL, AFL-CIO•CLC, or their successor, on behalf of the members of Local Union 4950-05, hereinafter called the "UNION."

In consideration of the settlement of the differences between the parties hereto as wages, hours and working conditions, and of the mutual covenants and agreements herein contained, and other good and valuable consideration.

IT IS AGREED:

ARTICLE I - RECOGNITION

A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for the custodians, maintenance, but excluding all employees performing janitorial services pursuant to any contract between the Employer and outside concerns, including contracted custodial service companies, bus drivers and transportation supervisors, cafeteria employees, secretaries and clerical employees, building and grounds supervisor, all professional employees, all other supervisory and administrative personnel, all irregular employees and all other employees of the Board of Education.

B. The term "employee" as used herein shall include all regularly scheduled full-time and part-time custodians, maintenance employee.

C. The Union represents probationary employees in matters of wages, hours, and working conditions, but does not represent them in matters of discharge, reprimand, or transfer for other than Union activities.

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

E. The term "employee" as used in this Agreement means "regular full-time employee" which is defined as employees who have completed their probationary period and are regularly scheduled to work at least thirty (30) hours per week.

F. The term "part time employee" as used in this Agreement means "regular part-time employee" which is defined as employees who have completed their probationary period and are regularly scheduled to work less than thirty (30) hours per week.

G. The term "probationary employee" as used in this Agreement includes employees who would otherwise qualify as regular full-time, or regular part-time employees, who have not yet completed their probationary period of one hundred twenty (120) work days. Probationary employees shall be entitled to only such benefits as they are specifically granted under this Agreement and may be discharged at any time, with or without cause.

H. The term "substitute" as used in this Agreement means persons employed to fill positions of regular full-time, regular part-time, or probationary employees while such employees are away from work. Substitutes are not covered by the provisions of this Agreement.

ARTICLE II - UNION SECURITY

A. This Article shall be implemented to the extent permitted by law.

B. Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues uniformly required of members of the exclusive bargaining representative.

C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues uniformly required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

D. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reasons of, action by the Board for the purpose of complying with Sections A and B.

ARTICLE III - DUES CHECK OFF

A. Notwithstanding anything to the contrary herein, this Article shall not be applicable if all or any part thereof becomes in conflict with applicable law; provided, however, that if all or part of this Article becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of the Article held valid immediately apply.

B. Where so authorized and directed by an employee in writing on a mutually agreed upon form, the Board agrees to deduct from the wages of the employee the uniformly required membership dues. Such authorization shall remain in full force and effect during the period of this Contract.

C. The deduction of membership dues shall be made from one (1) regular paycheck each month and remitted to the International Treasurer.

D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

E. Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter for the previous month.

F. Deductions for any calendar month shall be remitted to the International Treasurer with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which they were deducted.

G. The Employer shall additionally indicate the amount deducted and notify the International Treasurer of the Union of the names and addresses of employees, who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submissions of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

C. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force, and to lay off and recall employees.

D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

E. Adopt reasonable rules and regulations.

F. Determine the qualifications of employees, including physical conditions.

G. 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 or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

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

I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

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

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

L. The right of contracting or sub-contracting is vested in the Employer.

ARTICLE V - RIGHTS OF EMPLOYEES

The Employers and Union recognizes and will not directly or indirectly interfere with the rights of the employees to be members or nonmembers of the Union and will not discriminate against employees on account of Union membership or activity or nonparticipation. Neither the Union nor any of the members will intimidate or coerce any employee or interfere with his right to work because of his refusal to participate in Union membership or activities.

ARTICLE VI - GRIEVANCE PROCEDURE

A. A grievance is defined as a claim by an employee that there has been a specific violation, misinterpretation, or misapplication of the expressed terms of this Agreement.

The term "grievance" as defined above shall not apply to:

1. Extending the probationary period of any employee.

2. Any policy, rule, regulation, or practice of the Employer not covered by this Agreement.

    a) Policies are guidelines, adopted by the Board, which govern the schools. They explain what is wanted and may also detail why and how much.

    b) Rules are the detailed directions developed by the Administration to put policy into practice. They tell how, by whom, where, as well as the what and the why.

c) Regulations are state laws and federal guidelines that dictate or detail the how, whom, where, as well as the what and the why.

d) This Agreement cannot be superseded by policies or rules, which shall be in conflict with the Agreement.

3. The substantive aspects of employee evaluations.

4. The provisions of any insurance policy, provided the benefits of that insurance policy are in accordance with this Agreement.

5. Any matter, which is covered by state and/or federal law and may be pursued through an administrative agency.

6. The discharge of a probationary employee, for any reason, during the first sixty (60) days of employment.

B. The following provisions shall apply to all grievances:

1. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision on the grievance.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the Grievance Procedure by reason of such participation.

3. No grievance shall be filed by an employee after the effective date of his resignation. Any grievance in process at the date of the employee's resignation may be pursued with the approval of the employee.

4. The term "days", as used in this Article, shall mean "working days", excluding Saturdays, Sundays, and legal holidays.

C. Step One: If any employee alleges a grievance, the employee shall, within ten (10) days of the alleged grievance, meet with the immediate supervisor and attempt to resolve the matter informally. The employee may be represented by a designated Grievance Committee person. If the complaint is not resolved at the meeting, it may be presented in writing and appealed to Step Two. The written complaint is to be presented in no less than three (3) days, nor more than ten (10) days.

A written grievance must be:

1. Signed by the grievant.

2. Specific to the facts of the alleged violation.

3. Specific to the Article, Section, and subsection of the Contract alleged to have been violated.

4. Specific as to the date, time, and place of the alleged violation.

5. Specific to the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. A new grievance may be submitted within specified time limits beginning with the date of rejections.

D. Step Two: Upon receipt of a written grievance, the Supervisor shall schedule a meeting within ten (10) days to include the aggrieved employee, Union Grievance Committee representation, the International Representative, and the Superintendent of Schools.

E. Step Three: If the grievance is not resolved on Step Two, the employee may proceed to Step Three. The Board of Education shall consider the appeal no later than its next regular meeting. The meeting shall be held with the aggrieved employee and member(s) of the Union Grievance Committee, International Representative; and the meeting shall be held in an open or closed session according to the wishes of the aggrieved employee. The Board of Education shall give a written response no later than ten (10) days after such a meeting.

F. Step Four: Prior to any arbitration, the parties shall use mediation services of the Michigan Employment Relations Commission, providing such services can be scheduled within sixty (60) calendar days or later by mutual consent of both parties.

G. Step Five: If the grievance is not resolved in Step Four to the employee's satisfaction, the Union may appeal the grievance to the American Arbitration Association, in accord with its rule within ten (10) days of the Board's disposition of said grievance. The arbitrator shall have no power to alter, add to or subtract, or modify the terms of this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties. At Steps Two and Three, meeting shall have written minutes of which shall be signed jointly by the Board representatives, and Grievance Committee Chairperson in Step 2 and in Step 3.

Copies of such minutes shall be presented to the employee and the Grievance Committee Chairperson within five (5) working days. Minutes shall be typed and contain the following information:

1. Date and place of the meeting

2. Names and position of those present

3. Description of grievance discussed

4. Statement of Union's position

5. Statement of Board's position

6. Summary of discussion

7. Decision reached

8. Statement of concurrence in or exception taken to decision.

9. Statement as to whether decision is accepted or rejected.

ARTICLE VII - DISCIPLINE AND DISCHARGE

A. The Employer retains the right to discipline and/or discharge an employee for, but is not limited to, the following reasons:

1. The use or possession of alcoholic beverages and/or controlled substances (without proper medical authorization) on the job or reporting to work under the influence of the same.

2. Where an employee has been charged with a felony or moral turpitude, subject to review of the circumstances, he may be temporarily suspended with pay.

3. Where an employee has been found guilty by a court of competent jurisdiction of a felony or moral turpitude.

4. Willful abuse of District policies, rules and regulations. Copies to be provided to all employees.

5. Indiscriminate or habitual use of profanity or obscene language or the possession of pornographic or obscene material on school property. (Material found in the line of work should be enveloped and forwarded to the immediate supervisor.)

6. Verbal abuse, physical violence, or threats of physical violence against any administrative or supervisory employee, fellow worker, parent, student, or member of the general public, except in case of self-defense.

7. Falsification of personnel records, including application for employment.

8. Possession of unauthorized weapons or explosives on school property.

9. Unsatisfactory work performance or work habit.

10. Insubordination toward supervisory or administrative personnel.

11. Medical conditions or personal hygiene, which may have detrimental effects on the health of students or other staff.

12. Participation in or support of labor activities, which are illegal under Act 336 of the Public Acts of 1947, as amended.

13. Unreliable attendance (utilization of earned leave shall not be counted as unreliable attendance).

B. Discipline shall include oral reprimands, written reprimands, suspension, and discharge. Discipline shall be applied in a progressive manner, except in cases of serious misconduct.

C. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his Grievance Committee person of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

D. Any suspension or discharge, which is not grieved within five (5) working days after receipt of written notice, shall not be subject to Grievance Procedure.

E. The discharged or suspended employee shall be allowed to discuss his discharge or suspension with his Grievance Committee person, and the Employer shall make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Grievance Committee person.

F. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions, which occurred more than three (3) years previously.

G. Union members shall not use school equipment or materials of the Board or School District in the transaction of personal or Union business. (Moved from Article XXII)

ARTICLE VIII - SENIORITY (PROBATIONARY EMPLOYEES)

A. New employees shall be on probation for a period of sixty (60) working days before they accrue any seniority rights. The right to release such employees during this period shall be vested exclusively in the Employer regardless of other provisions in this Agreement. Probationary employees retained in excess of sixty (60) working days shall have seniority from date of hire.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of this Agreement, except discharged and disciplined employees for other than Union activity.

C. Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire. Super seniority will be granted to the Grievance Chairperson.

D. The Employer shall, prior to the first full day of work, allow the new employee a scheduled 30-minute meeting with the Union Grievance Chairperson, at the Chairperson's work location, for the purpose of welcoming the new employee, furnishing him/her with a copy of the Agreement, a Union authorization card, explaining the structure of the Union organization, and providing any other pertinent information. The time of the meeting will be approved by the Grievance Chairperson's immediate supervisor. The new employee will also be scheduled for an orientation meeting by the District Business Manager and paid according to his/her hourly rate for actual time spent in these activities.

E. The Union recognizes that the Employer may hire seasonal employees for up to ninety (90) days worked to perform seasonal, temporary, or emergency work. Any seasonal employee employed by the Employer will be subject to Article I of the Agreement on the ninety-first (91st) day worked. If additional days are required, the Union shall be notified and the period can be extended by mutual agreement. In no event shall any specific job or work under this provision be assigned to more than one (1) individual or group of employees.

ARTICLE IX - SENIORITY LISTS

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

B. The seniority list on the date of this Agreement will show the date of hire, names, and job titles of all employees of the unit entitled to seniority.

C. The Employer will provide all employees with an up-to-date seniority list as of March 1st, by April 1st of each year. The list shall have the most senior employee at the top and be listed according to longevity. The list shall be corrected within five (5) days following any notification of error by employee, which proves to be accurate. Following the 5-day posting period, or after correction of errors noted within the 5-day period, the list will be considered accurate by all parties. The Employer will provide the Grievance Committee Chairperson with an up-to-date seniority list upon request.

ARTICLE X - LOSS OF SENIORITY

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

1. He quits

2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification (certified mail return receipt requested) to the employee at his last

known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the Grievance Procedure.

4. If he does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made.

5. Return from sick leave and leaves of absence will be treated the same as (3.) above and could be extended by mutual agreement between the parties.

ARTICLE XI - LAYOFF DEFINED

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and/or staff and that the procedures set forth in this Article shall be used in laying off personnel.

A. Layoff Procedure - In order to promote an orderly reduction in personnel when the educational program, curriculum, and/or staff is curtailed, the following procedure will be used:

Seniority within the unit shall be the determining factor in the order of layoffs and in order of names on the re-employment list. Part-time employees will be put on layoff before full-time employees.

ARTICLE XII - RECALL PROCEDURE

A. When the working force is increased after a layoff, employees will be recalled in reverse order of layoff. 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 within ten (10) working days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made. An employee on layoff status for a period of 730 days will no longer be considered an employee.

ARTICLE XIII - TRANSFERS

A. Transfer of Employees - If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall retain but not accumulate seniority while working in the position to which he was transferred.

1. Transfer to a position of life job description and pay shall not constitute demotion.

2. Transfer to a lesser position because of layoff is not a demotion in the meaning of the Article or subject to grievance.

ARTICLE XIV - JOB POSTINGS AND BIDDING PROCEDURES

A. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Unless such seven (7) day period is extended by mutual agreement, all vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position on the Union bulletin boards (locked bulletin boards to be provided by the Employer located near the time clocks). Employees interested shall apply in writing within the seven (7) working day posting period. The senior employee qualifying for the positions who meets the qualifications shall be granted a four (4)-week trial period to determine:

   1. His ability to perform the job.

   2. His desire to remain on the job.

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 in writing to the employee and his Grievance Committee person. In the event the employee disagrees, it may be subject to the Grievance Procedure.

C. During the four (4)-week trial period, the employee shall have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his Grievance Committee person in writing. In the event the employee disagrees, it may be subject to the Grievance Procedure.

D. During the trial period, employees will receive the rate of the job they are performing.

E. Employees required to work in a higher classification will receive the rate of pay of the higher classification for all hours worked while filling such classification.

F. Supervisors are excluded from bargaining unit work unless in an emergency situation.

ARTICLE XV - LEAVES OF ABSENCE

A. Subject to the approval of the Employer, leaves of absence, without pay, for periods not to exceed one (1) year will be granted in writing, without loss of seniority, for:

   1. Serving in any elected or appointed position, public or Union.

   2. Maternity leave (child care).

   3. Illness leave (physical or mental).

4. Prolonged illness in immediate family.

5. Educational leave.

Such leave may be extended for like cause.

B. Employees shall be returned to the position they held at the time the Leave of Absence was granted, or to a similar position to which his seniority entitles him.

C. The Union shall, upon written application by the Union at least twenty-four (24) hours prior to the absence, and approval by the Superintendent, be granted an unpaid Leave of Absence for a period of service to the Union. The first twelve days (96 hours) of leave granted shall be unpaid, with no disruption to the employee benefits.

D. An employee with one (1) or more years of continuous service who is required to attend a summer encampment of a Reserve of the Armed Forces or the National Guard shall be paid for a period not to exceed two (2) weeks in any calendar year the difference between the amount paid by the Government (not including travel, subsistence, and quarters allowance) and the amount calculated by the Board in accordance to the following formula. Such pay shall be based upon the number of days such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any holidays in such two (2) weeks, which he would not have worked). The pay for each day shall be eight (8) times his average straight time hourly rate earnings, excluding shift differentials and overtime premiums during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period for which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

E. In accordance with the Family and Medical Leave Act (FMLA), as amended, leave qualifying as FMLA leave may be designated by the employee and/or the Board as FMLA leave and the employee may, at the employee's option, be required to take leave and vacation, as part of such FMLA leave. Medical certification may be required for such FMLA leave, and for return from such leave, as permitted by this Agreement and/or the FMLA. The Board may adopt policies and procedures to implement the FMLA.

ARTICLE XVI - FUNERAL LEAVE

A. Absence of any employee due to the death of a spouse, parent, parent-in-law, step-parent, child, grandchild, brother, sister, or step-child shall be permitted without loss of pay not to exceed five (5) consecutive work days at the time of the death/funeral.

B. Absence of not more than three (3) work days without loss of pay (terminating on the day of the funeral or the day after the funeral if the extra day is needed for travel) provided the days are used within seven (7) calendar days starting with the death, unless otherwise

agreed upon between the employee and the Superintendent, shall be permitted in case of death of a grandparent, brother-in-law or sister-in-law, son-in-law or daughter-in-law.

C. Absence not to exceed one-half (1/2) work day for uncle, aunt, nephew, niece, or first cousin. One (1) day may be used if the employee is a pallbearer or otherwise directly involved in the funeral process. The Employer will allow the use of personal time and/or unpaid time to complete the half day.

ARTICLE XVII - PAID SICK AND PERSONAL LEAVE

A.

1.

a. All employees covered by this Agreement shall accumulate .046 hours of Paid Sick Leave for each hour of approved work or paid leave. Paid Sick Leave must be earned before it can be used. No additional credit will be added for overtime hours. An employee absent without approval shall lose the .046 hour credit for the hours of an unexcused absence. An eligible employee may accumulate up to a maximum of two hundred (200) Paid Sick Leave days.

b. Accumulated Paid Sick Leave may be used for personal illness, necessary absence due to the illness of an immediate family member, and for Personal Leave as provided below. If the absence for personal illness exceeds three (3) working days, the employee may be required to provide documentation from a doctor to be covered under this provision. An employee, while on Paid Sick Leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and such time will be construed as days' work specifically.

c. An employee who has used up his/her accumulated Paid Sick Leave may, to the extent otherwise eligible, utilize Vacation, compensatory time, FMLA leave or other approved Leave of Absence. An employee, who remains off work, however, without such approved absence/leave, will forfeit both salary and benefits for all days absent.

d. While Paid Sick Leave is to be earned before it is used, should an employee's employment be terminated with insufficient accumulated Paid Sick Leave for the paid leave taken, the shortfall will be deducted from any compensation owing that employee, by payroll deduction, or otherwise reimbursed by the employee in a manner acceptable to the District.

e. Michigan Paid Medical Leave

In accordance with the Michigan Paid Medical Leave Act ("PMLA") MCL 408.961 et seq., any eligible non-exempt (hourly) employee may use paid [medical] leave for any of the following for the employee or family member:

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 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 PMLA, and shall not provide greater benefits then that allowed by the statute.

2.

a. Up to four (4) accumulated Paid Sick Leave days may be used each fiscal year (July 1/June 30) as Personal Leave.

b. Except in the case of emergency, employees must normally request use of Personal Leave reasonably in advance of the intended leave to permit scheduling of substitutes if necessary.

3. The Employer will provide a Retirement Incentive Plan based on unused Paid Sick Leave accumulation provided the employee qualifies for retirement under the Michigan Public School Employees Retirement System and retires from the School District. Payment will be based on a payment of $25.00 per day (8 hours is equal to 1 day) to a maximum of two hundred (200) days. In case of death of the employee, the payment shall be made to the survivor/beneficiary so named by the employee.

4. The Employer will allow an employee to donate a portion of their earned time off to fellow employees for illness, catastrophic event, or similar cause.

ARTICLE XVIII - JURY DUTY OR WITNESS

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. Employees shall furnish a written statement from the court showing the day and time of jury duty or witness and the amount of jury duty or witness fees they were eligible for each day. If the employee is released early, he/she shall contact the Supervisor about whether to return to work.

ARTICLE XIX - VACATION PERIOD

A. Vacations so far as practical will be granted at such times during the year as requested by the employee and approved by the Employer based on the following:

1. After one (1) year of employment, One (1) week paid vacation.

2. After two (2), three (3), four (4) years of employment, Two (2) weeks paid vacation.

3. After five (5) through nine (9) years of employment, Three (3) weeks paid vacation.

4. After the tenth (10) year of employment, Four (4) weeks paid vacation.

5. After twenty (20) years of service, one (1) additional day of vacation will be awarded for each year of service up to a maximum of five (5) additional days after the twenty-fifth (25) year of service.

B. Vacation is accrued during an employee's Anniversary Year and must be used during the following Anniversary Year (or during the four (4) month period following the end of that Anniversary Year). "Anniversary Year" as used in this Section means the twelve (12) month period following the employee's last date of hire and each twelve (12) month period thereafter.

C. All vacations must be arranged a minimum of five (5) days in advance with the immediate supervisor.

D. Full-time employees will have preference over part-time employees on scheduling vacations.

E. Part-time employees' vacations will be pro-rated.

F. Employees who leave the employment of the School District through retirement, resigning with proper two (2)-week notification, or are terminated because of contracted services shall be entitled to receive a pro-rated share of the vacation time earned since their last anniversary date.

Upon leaving employment, payment will be made to the employee for all unused vacation time determined by the amount of hours worked divided by 2040. This percentage will then be multiplied by the amount of eligible days as defined by Section A of this Article to determine number of hours to be paid.

ARTICLE XX - HOLIDAY PROVISIONS

A. The holidays recognized by this Agreement are:

New Year's Day, Good Friday, the Monday following Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Year's Day.

B. On the recognized holidays, any employee who is designated as a full-time eight (8) hour workday employee shall receive pay for a normal workday, even though no work is performed during their regular scheduled time. Those employees working less than eight (8) hours shall be pro-rated.

C. If any of the listed holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a holiday. If any of the listed holidays fall on a Sunday, the employee shall receive the following Monday as a holiday. Unless otherwise mutually agreed, for two (2) day holidays, such as New Year's Eve/New Year's Day, observance of the holidays will be as follows:

    1. Both on Saturday and Sunday, the preceding Friday and the following Monday will be observed as the paid holidays.

    2. One on Friday and one on Saturday, that Friday and the following Monday will be observed as the paid holidays.

    3. One on Sunday and one on Monday, that Monday and the following Tuesday will be observed as the paid holidays.

D. When school is scheduled on a recognized holiday, eligible employees will be granted a floating holiday in lieu of such holiday. Designation of the date for the floating holiday must be agreed upon in advance between the employee and their immediate supervisor. The floating holiday must be taken prior to July 1 of the following calendar year.

E. Holiday pay for eligible employees will be based upon their normal scheduled workday and their base rate of pay, excluding overtime or shift differential.

ARTICLE XXI - TIME AND ONE-HALF

A. Time and one-half (1½) will be paid as follows:

    1. For all hours worked over eight (8) in one (1) day.

    2. For Saturday and Sunday as such.

    3. For hours worked in excess of forty (40) hours worked in one (1) week.

    4. For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

5. Compensatory time off may be taken on a 1 for 1 ratio for any overtime hours worked, with proper notice and approval of the employee's supervisor.

6. As a basis for calculating overtime and to define the normal hours of work, that standard work year shall be twelve (12) consecutive calendar months, July 1 through June 30. The standard workweek will be seven (7) consecutive days commencing at 12:01 a.m. on Sunday. The standard workday will be a period of twenty-four (24) consecutive hours commencing at 12:01 a.m.

B. An employee reporting for overtime shall be guaranteed one (1) hour pay at the rate of time and one half (1½). Overtime approved by a supervisor, which occurs either at the beginning or end of a regularly assigned shift will be paid in increments of one-half (1/2) hour pay at the rate of time and one half (1½). [Anything over 7 minutes - 8 to 30 minutes - qualifies for one half (1/2) hour, and any time over 30 minutes - 31 to 60 minutes - qualifies for one (1) hour.]

C. Callouts beyond the hours that school is manned, will be paid at the rate of time and one half (1½), and guaranteed two (2) hours of pay.

D.

1. Overtime work will be divided as equally as reasonably possible among employees in the same classification and building. Such work will first be offered to bargaining unit members in the classification in the building. The Employer may thereafter offer or assign the work to District employees in the same building who are not members of the bargaining unit. If the Employer is aware of the overtime need at least seventy-two (72) hours in advance of the need, such overtime work will be offered to employees in the same classification, but in other buildings, prior to offering such work to District employees who are not members of the bargaining unit. If there are no such bargaining unit employees in the building or classification whom desires the overtime work, the Employer may offer/assign such work in any manner it deems appropriate.

2. When the Employer is requiring (rather than requesting) that the work be done by an employee, the Employer will normally require the least senior available employee in the classification (and building if applicable), with a compatible schedule, to perform the work. Nothing in this Agreement shall be construed, however, as prohibiting assignment of overtime work to particular employees where the Employer believes such assignment to be necessary, or as requiring the Employer to offer or assign work to bargaining unit employee(s) at an overtime or premium rate where bargaining unit employee(s) are available to perform the work without such overtime or premium rate.

E. The District has the right to determine whether to have District employees perform work at extra-curricular activities such as athletic events, concerts, etc. Other than for insignificant amounts of work (such as locking and unlocking buildings, etc.), if the District decides to pay District employees for performing work at such activities, it will offer or assign such work to employees (if the work is covered by the Recognition Article, Article 1).

ARTICLE XXII - WORKING HOURS

A. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, $0.20 (twenty cents) per hour shift premium. Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, $0.40 (forty cents) per hour shift premium.

B. Shift Hours: If the working shift starts between the hours of 4:00 a.m. and 12:00 noon, there is no premium. If the work shift starts between 12:00 noon and 8:00 p.m., the $0.20 (twenty-cent) premium applies. If the working shift starts between the hours of 8:00 p.m. and 4:00 a.m., the $0.40 (forty-cent) premium applies.

C. All employees shall be allowed a twenty (20) minute unpaid lunch period apart from their eight (8)-hour workday. One (1) employee is required to remain in the building at all times during the lunch period. Should an emergency arise during the lunch period, the employee will be expected to work and will receive compensation or compensatory time for the time worked.

D. Employees may take a fifteen (15)-minute **paid** break **in the first half of the shift and a paid fifteen (15)-minute break in the second half of the shift.**

E. No other Union business is to be conducted during an employee's working hours without the knowledge of and approval of the employee's supervisor.

F. Union members shall not use school equipment or materials of the Board or School District in the transaction of personal or Union business.

G. With approval of his/her supervisor, the employee may make up lost time at their normal hourly rate of pay.

H. All unit employees shall be required to work as scheduled during days when school is dismissed for reasons of inclement weather.

1. Employees whose shift normally begins after 12:00 p.m. may, with the approval of their supervisor, report for duty during the first shift at a mutually agreed to time.

2. Employees unable to report at the scheduled starting time because of inclement weather must contact their supervisor prior to the start of their shift.

3. Employees who do not report for work during inclement weather shall not be paid for such absence, but may, at their option, use Paid Sick Leave, Personal Leave, or Vacation days for which they may be entitled. Make-up days may also be approved providing it is mutually agreed to by the unit member and his/her immediate supervisor in writing, and the time is made up during the immediate pay period. The Overtime Article notwithstanding, such make-up hours will not in any case be treated as overtime hours.

I. On days designated as "Break Days" in the school calendar, employees may elect to take the day off, without pay, provided school is not in session.

J. **If a non-school group rents an area of the District, Custodians and/or Maintenance will have the option of being on-call for the duration of the rental, or to report for the duration of the event. The on-call rate will be five dollars ($5.00) per hour. If it is required for the on-call employee to report to the area of the rental, the employee will earn time-and-one-half for their presence, not less than one (1) hour.**

ARTICLE XXIII - WORKERS' COMPENSATION

Any employee who is absent due to an injury compensable under Michigan Workers' Compensation Law at his option will be paid the difference between the benefits received under the Michigan Workers' Compensation Law and their regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated Paid Sick Leave on a pro-rata basis until their Paid Sick Leave accumulation is exhausted. When Paid Sick Leave is exhausted, all sick, personal, and vacation time will not accrue during this absence. Seniority will continue along with the right to post for any job posting during this absence.

ARTICLE XXIV - EVALUATION

A. Each new employee shall have a meeting with the immediate supervisor within five (5) days after employment for the purpose of discussing the job. That meeting shall include a review of specific responsibilities, duties and hours, a review of the supervisor's expectations with regard to duties and overall work habits. A written summary of that meeting shall be prepared by the supervisor and placed in the employee's personnel file with a copy provided the employee.

B. Each employee shall be given a written evaluation of personal performance at the end of the probationary period and annually. Each employee will be rated on various performance factors. Annual evaluations shall be made prior to May 15 of each year. Annual evaluations shall be based on the supervisor's performance evaluation from the last annual evaluation or the beginning of employment. If the evaluation contains areas of unsatisfactory accomplishment, the evaluation shall then include specific recommendations for the employee, in an effort to correct the situation. The employee's immediate supervisor shall complete the evaluation and shall schedule a meeting to discuss it with the employee. The evaluation shall be signed by the employee as evidence of receipt of a copy of the evaluation and discussion of it. The employee's signature shall in no way indicate agreement with the contents. A copy of the evaluation shall be placed in the employee's personnel file. Space shall be provided for employee comments on the evaluation form.

C. The employee's supervisor shall from time to time counsel the employee with regard to specific problems in performance or work habits. Summaries of these meetings may be reduced to writing and given to an employee with a copy being placed in the employee's personnel file. Space shall be provided for employee comments on the evaluation form.

D. If the supervisor believes that the health condition of an employee is affecting performance or work habits, the supervisor may at any time:

1. Request that the employee submit a statement from a doctor with regard to specific areas of concern. Such statement shall be placed in the employee's personnel file.

2. Request that the employee submit to an examination by a doctor selected at the Employer's expense. A copy of the doctor's report shall be sent to the Employer and may be placed in the employee's personnel file.

If the Employer's and employee's doctors are in disagreement, the Employer and the Union shall mutually select a third doctor, with costs to be shared equally by the Employer and the Union and such doctor's decision shall be final.

ARTICLE XXV - AGREEMENT

The Board shall provide each employee with a copy of the Labor Agreement. The Agreement shall be typewritten on 8 ½" by 11", bi-folded and covered.

ARTICLE XXVI - TEMPORARY WORKERS

A. The parties recognize that it is necessary to employ temporary workers at times. It is understood and agreed that the provisions of this Agreement do not apply to these employees. A temporary worker shall be defined as one who is hired for a specific project for a pre-determined time period without intent on the part of the Employer to re-employ him after the temporary job is completed. Regular employees on layoff will have preference. The Union Grievance Chairman will be notified when a temporary person(s) is employed and told what the specific project entails.

B. Nothing shall prevent the Employer from using social service, court- appointed, or federal program workers, provided such workers will not be used to supplant any employees assigned to regularly assigned duties. The Union will be notified of the names of such workers prior to the worker's assignment to the job site.

ARTICLE XXVII - NO STRIKE CLAUSE

A. The Union and the Employer recognize that strikes and other forms of work stoppages by public school employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action. Violation of this Section by any employee or group of employees will constitute cause for whatever disciplinary action up to and including dismissal is deemed necessary by the Employer.

B. Members of the unit will not engage in Union activity on the Employer's time, or engage other persons in Union activity while such bargaining unit or other persons are on the Employer's time, unless prior written approval has been obtained from the Superintendent or his delegate.

ARTICLE XXVIII - SAFETY AND HEALTH

Section 1 Safety Committee

The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. A Safety Committee consisting of **two (2)** employees designated by the Union and **two (2)** management employees designated by the Board shall be established. Unless otherwise mutually agreed to, there shall be a regular quarterly Safety Committee meeting to discuss the safety and health of the members.

ARTICLE XXIX - MISCELLANEOUS

A. All members of the unit shall be covered by the Employer's general liability policy, subject to the terms and conditions thereof. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters.

B. Any case of employment-related assault upon an employee during working hours shall be immediately reported to the Superintendent of Schools. The Board shall provide legal counsel to advise the employee of his rights and obligations in connection with the handling of the incident by law enforcement and criminal judicial authorities.

C. With the approval of the Employer, employees will be reimbursed fifty percent (50%) of approved costs for tests and examinations, which are part of the District Wellness Program.

D. The Board shall furnish a bulletin board for the expressed use of the employees. The employees may post notice of meetings, elections, job vacancies and appointments on such bulletin board without prior approval by the Board. No other notices shall be posted without prior approval of the Superintendent or his designee. The use of in-school mail is restricted by law.

E. Unit members required by the Employer to attend in-service meetings, conferences, or workshops shall be compensated at their regular hourly rate for meetings attended and time in-route or home from the in-service activity. Time compensated will not exceed a normal eight (8) hour day. Supervisors may approve compensatory or make-up time should a conference extend past or end prior to the completion of an employee's workday.

F. Employees may participate in the District's IRC (Internal Revenue Code) Section 403(b) Annuity Plan through voluntary contributions. Upon appropriate written authorization from the employee, the Employer will, to the extent permitted by law, deduct the designated amounts from the employee's wages and remit such amounts pursuant to the Plan. Except in unusual circumstances, employees will not be permitted to make more than one (1) change in their deduction election per calendar year.

G. Each member shall be eligible for reimbursement up to two hundred dollars ($200.00) for a pair of safety footwear on an annual basis. Safety toe will be required as a minimum.

H. Each member shall be provided three (3) button-up embroidered shirts annually. Employee shall have their choice between short sleeve and long sleeve.

I. Employee(s) working in the Maintenance position shall be paid $35.00/month for their cell phone. This payment will be paid out of accounts payable, and shall be paid quarterly.

ARTICLE XXX - DURATION

This Agreement shall continue in full force and effect from **July 1, 2025**, through midnight on **June 30, 2028**.

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

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

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

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

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to United Steelworkers, **3900 Centennial Drive, Suite E, Midland, Michigan 48642**; and if to the Employer, addressed to Negaunee Public Schools, 101 Pioneer Avenue, Negaunee, Michigan 49866, or to such different addresses as the Union or the Employer may direct by written notice.

ARTICLE XXXI - EMERGENCY MANAGER

A. The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an Emergency Manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 19th day of March, 2025, effective July 1, 2025.

NEGAUNEE PUBLIC SCHOOLS

Pat Thomson, President Board of Education

Dan Skewis, Superintendant

UNITED STEELWORKERS

D.R. McCall, International President

Myles Sullivan, International Secretary-Treasurer

Emil Ramirez, International VP, Administration

Kevin J. Mapp, International VP, Human Affairs

Donald E. Blatt, Director, District 1

Bryan Fisher, Staff Representative

USW Local Union Committee Members

Local 4950 President, Dan Ruokolainen

Local Unit Committee, Tyler Taseris

Local Unit Committee, Gordon Hurd

APPENDIX A - PAY RATE

Each year of the Agreement, an annual lump sum payment of one thousand dollars ($1,000.00) will be made to all active USW employees. The off-schedule payment will be made on the payroll preceding Thanksgiving.

CUSTODIANS, CUSTODIAN II, MAINTENANCE:

Pay rate as of:	July 1, 2025	July 1, 2026	July 1, 2027
1. New Hire	$15.99	$16.55	$17.13
2. One year	$18.36	$19.00	$19.67
2. After three years	$22.42	$23.20	$24.01
3. After five years	$22.47	$23.26	$24.07
4. After ten years	$22.58	$23.37	$24.19
5. After 15 years	$22.69	$23.48	$24.30

B. The Employer shall be responsible for all contributions to the Retirement Fund in accordance with the rates established by law.

C. Hourly premiums:

1. A **fifty cent ($0.50)** hourly premium will be paid to a Custodian II position at each of the following schools: Lakeview School, Middle School, and High School, the Administration Building and the Miner's Dry.

2. A **three dollar ($3.00)** hourly premium will be paid to the Maintenance person.

3. When working on the Tuesday through Saturday shift at Negaunee High School, the employee will be paid a one dollar ($1.00) hourly premium for the Saturday shift. When the pool is inoperable, this position will revert back to a Monday through Friday schedule. The employee will also plow the High School pool parking area on Saturdays should the need arise.

4. An employee will receive the same (increase only) hourly rate regardless of what that employee is doing, i.e., the maintenance man will be paid his normal rate for snowplowing.

D. In the event a new position or classification is developed, the rate of pay for such a job shall be mutually determined.

E. New hires with previous Custodial or similar experience may be credited for previous work experiences up to the one (1) year level of the established pay scale as per the current Collective Bargaining Agreement. If Management chooses to exercise their right under this Agreement, they shall at the time of hire notify the Union of the name of the affected employee.

APPENDIX B

Building _____

Name _____

Name _____

Name _____

Rules of Overtime in School Buildings

Overtime shall be equalized by using the following guidelines:

1. Overtime shall be equalized as much as possible on a rotating basis using the period of July 1 to June 30.

2. An employee who turns down an overtime assignment with the exception of someone unavailable due to illness, injury, or on vacation shall be charged the time on the overtime schedule.

3. Overtime shall be charged on a building basis.

4. Employees shall be assigned on the overtime sheet according to seniority.

5. All overtime assignments shall be made by the employee's supervisor, or his designee.

6. Copies of the overtime schedule shall be sent to the Union for posting or recordkeeping as deemed necessary.

APPENDIX C - INSURANCE

The District shall, in its sole discretion and pursuant to formal Board action, adopt either the "hard cap" or "80/20" cost sharing provisions established pursuant to Section 3 or Section 4 of Michigan PA 152 of 2011 for each Plan Year. The Board shall take such action and notify the Association of its decision and intent before July 1st of each year. If the Board takes no action, the statutory caps shall apply.

A.

1.

a. The Employer shall provide the 80% of the premium or hard cap rate (based on the Board's decision), for the coverage outlined in the health insurance specifications through the Steelworker's Health and Welfare Fund with a PPO 100/80 Plan B, $500/$1,000 deductible and Option D drug plan, $10/$20/$35; Mail order $20/$40/$70, with options to purchase additional coverage. The employee is responsible for the remaining 20%, or cost of the premium not covered by the hard cap rate (based on the Board's decision), which will be deducted via a payroll deduction. If the Union desires the insurance package submitted by another bidder who meets the specifications, the employee and the Employer agree to share the increase in premium on a matching basis. The insurance coverage will be bid annually, to be effective September 1, with no lapse of coverage.

b. If the Employer desires to change any of the provided insurance coverage or carriers, it will so notify the Union and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program, but, if agreement is not reached, the current coverage and carrier will continue.

2. The Employer will provide premiums for:

a. $10,000 AD&D life insurance policy for each employee; following the employee's tenth anniversary from date of hire, $20,000 AD&D life insurance policy.

b. Short-term disability insurance, **$200/week, from the 8th day through the 52nd week.**

c. Long-term disability insurance, **$1,000**/month, **beginning the** 53rd week.

3. The Employer agrees to provide the above-mentioned insurance subsidies for programs within the underwriting rules and regulations set forth by the carrier in the Master Contract held by the policyholder.

4. Coverage for employees will begin the first day after the probationary period according to their family status (single, two-member, family) for employees hired before July 1, 2013. Employees hired after July 1, 2013, will be provided single coverage, of which the Employer will pay 80% or hard cap rate (based on the Board's decision), of the premium, with the option to purchase additional coverage by the employee. Insurance coverage for new part-time personnel, working at least twenty-four (24) hours/week, will be prorated on a ratio of hours worked divided by forty (40) hours per week.

5. The Employer shall provide the premium for vision insurance (Ultra Vision Plan I), for all full-time employees hired prior to June 30, 1994, according to their family status. The Employer shall provide the premiums for vision insurance (Ultra Vision Plan I), for members hired after July 1, 1994, at the single subscriber rate. Employees may insure other members of their immediate family at the carrier group rate provided this coverage is paid for by the employee. Insurance coverage for new part-time personnel, working at least thirty (30) hours/week, will be prorated on a ratio of hours worked divided by forty (40) hours per week.

6. The Employer shall provide the premium for dental insurance (Ultra-Dent, incentive plan), for all full-time employees hired prior to June 30, 1994, according to their family status. The Employer shall provide the premiums for dental insurance (Ultra-Dent, incentive plan), for members hired after July 1, 1994, at the single subscriber rate. Employees may insure other members of their immediate family at the carrier group rate provided this coverage is paid for by the employee. Insurance coverage for new part-time personnel, working at least thirty (30) hours/week, will be prorated on a ratio of hours worked divided by forty (40) hours per week.

7. For approved unpaid leaves of absence extending beyond the end of any given calendar month, the Employer will continue to pay such insurance premiums through the end of that calendar month. The employee must pay the entire cost of all benefits commencing with the first date of the next full calendar month, if he/she elects to maintain the benefit program. This provision shall continue for the duration of the leave.

8. Pursuant to the Employer's IRS Qualified Section 125 Plan, any employee entitled to health insurance benefits as provided in Section A.1.a. of this Article who has other health insurance coverage may elect to waive all health insurance coverage for the year and, in lieu of such coverage, to receive an annual cash benefit of nine hundred dollars ($900). Similarly, any employee entitled to vision insurance benefits as provided in Section A.5. of this Article who has other vision insurance coverage may elect to waive all vision insurance coverage for the year and, in lieu of such coverage, to receive an annual cash benefit of sixty-five dollars ($65); and any employee entitled to dental insurance benefits as provided in Section A.6. of this Article who has other dental insurance coverage may elect to waive all dental insurance coverage for the year and, in lieu of such coverage, to receive an annual cash benefit of two hundred fifty dollars ($250).

9. Except as otherwise specifically provided, the Employer's obligation for any portion of the payment of insurance premiums shall continue with respect to any employee only while they

are full-time employees with earnings from the Employer; such obligations shall be terminated when the employee retires, quits, is discharged, laid off, on leave, or for any other reason terminates active employment with the Employer.

10. The Employer by payment of any portion of the premium for insurance coverage as herein specified shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer hereunder shall be payment of their agreed to portion of premiums. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer's group policy, if available.

11. Employees, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting their insurance status. The effective date for coverage, or for changes in coverage's, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

12. By mutual consent, the Board and the Unit may agree to other insurance carriers.

    A. Health Insurance Specifications Sheet (attached.)

    B. Dental and Vision Insurance Specification Sheet (attached.)

HEALTH INSURANCE SPECIFICATIONS