

7/1/94



Agreement

INTERNATIONAL UNION OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL - CIO
AND THE COUNCIL NO. 25
AND ITS AFFILIATES LOCAL UNION NO. 1857
AND THE
ROYAL OAK BOARD OF EDUCATION

SCHOOL YEARS

1991 - 1994

Royal Oak School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, MICHIGAN

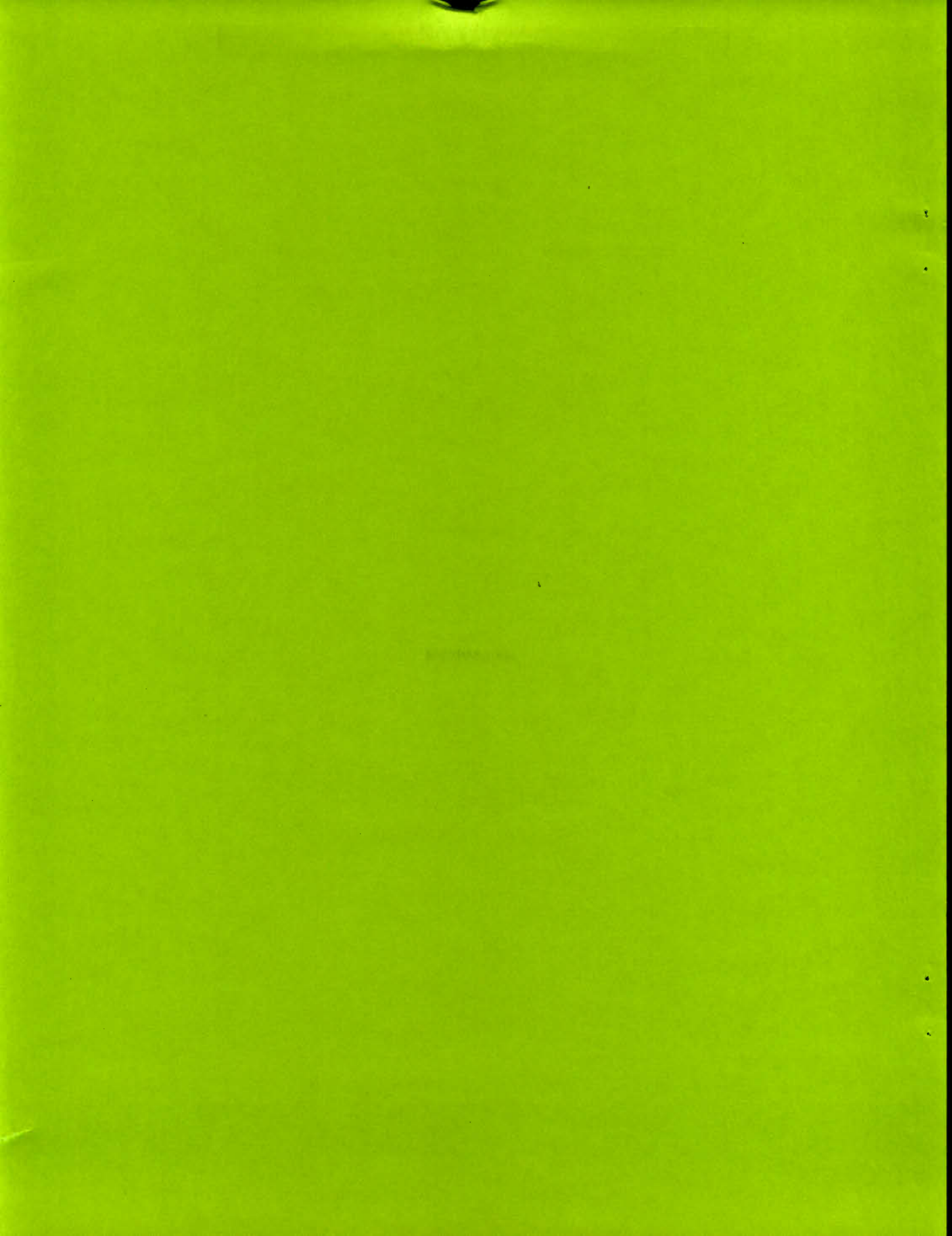


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PREAMBLE

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

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

AGREEMENT

This Agreement, entered into on the _____ day of _____, 19___, is between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, OAKLAND COUNTY, STATE OF MICHIGAN, (hereinafter referred to as the "Board") and Local #1857 affiliated with MICHIGAN COUNCIL #25 and chartered by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

Section 1. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the Sole and Exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Board included in the Bargaining Unit as described below.

All Custodial, Maintenance, Cafeteria and Hall Supervisor employees of the Board of Education of the School District of the City of Royal Oak excluding Manager, Custodial and Transportation Services, Plant Engineer; Foremen; Operational Foreman; Environmental Compliance Coordinator; High School Cafeteria Supervisors; Manager, Food Services; Supervisor, Satellite Food Services; Clerical Employees; Substitute Employees and all other employees.

Section 2.

During the term of this Agreement the Board agrees that it will not enter into negotiations with any organization other than the Union in respect to wages, hours of employment and other conditions of employment covered under this Agreement.

Section 3.

Each new employee upon completion of the probationary period will be given a copy of this Agreement and will be apprised of the Bargaining Agent of the Unit. The Board of Education will provide each employee in the Bargaining Unit with an Agreement.

ARTICLE II

UNION SECURITY AND DUES CHECK-OFF

Section 1. Union Security

(a) Employees who are covered by the terms of this Agreement at the time that it is executed by the parties, and who are members of the Union at the time this Agreement is executed, shall be required as a condition of continued employment, to maintain their membership in the Union for the duration of this Agreement.

(b) Employees who are not members of the Union and employees who are hired by the Board after the execution of this Agreement and who are covered by the terms of this Agreement, shall be required as a condition of continued employment, upon the completion of their probationary

period, to acquire and maintain Union membership, or to pay to the Union, a sum equivalent to the initiation fees and periodic dues uniformly required as a condition of membership for the duration of this Agreement.

(c) Employees who are not more than sixty (60) days in arrears in the payment of periodic dues or a sum equivalent to said dues shall be deemed to be in compliance with the requirements of this section. Should the Union request the discharge of any employee for failing to comply with the requirements of this section, such request shall be in writing.

Section 2. Dues Check-off

(a) The Board will deduct an initiation fee and periodic Union dues from the pay of employees covered by the terms of this Agreement who individually and voluntarily authorize such deductions in writing. The Union shall deliver to the Board the written authorizations of dues deductions, signed by the employee, before any deduction will be made for a particular employee. Said deductions will be made from the first pay in each month and will be remitted to the Michigan Council #25 Treasurer, together with a list of employees for whom dues have been deducted one (1) week after the deductions are made.

(b) The Board shall not be required to collect dues for any month that an employee has no wages due him on the day that the regular deductions for Union dues are made.

(c) The authorization for the deduction of Union dues and initiation fees shall be irrevocable for the term of this Agreement, and unless revoked by written notice, shall continue in force from year to year.

(d) The Board shall notify the Local Union Treasurer of employees completing probation or returning from layoff.

Section 3.

The Union agrees to save and hold the Board harmless from any liability incurred by complying with the terms of this Article.

Section 4. No Strike

The Union agrees to make an attempt to prevent and refrain from engaging in or permitting its members to engage in nor will any member of the Union engage in any strike, work stoppage, slow down or interference of any kind with the operations of the employer during the term of this Agreement. The Board will not lock out any employees during the term of this Agreement.

ARTICLE III

BOARD RIGHTS

Section 1.

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours.

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

EFFECT OF AGREEMENT

Section 1.

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE V

GUARANTEE OF RIGHTS

Section 1.

The parties agree that there shall be no discrimination against any employee by reason of race, creed, color, age, sex or national origin.

Section 2.

The Board agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union.

Section 3.

The Board agrees that the enforcement of discipline will be fair and for just cause.

ARTICLE VI

REPRESENTATION

Section 1.

The Board agrees to recognize the Bargaining Committee which shall be composed of no more than seven (7) of the Local Union and/or Council or International Representative, based on the present composition of the Bargaining Unit. The Board will have no greater number of regular Bargaining Committee members than the Union.

Section 2.

(a) The Custodial-Maintenance group shall be represented by one (1) Steward on the day shift and one (1) Steward on the afternoon shift, and one (1) Steward on the midnight shift for a total of three (3) Stewards.

(b) The Cafeteria group shall be represented by two (2) Stewards.

(c) The Hall Supervisors group shall be represented by one (1) Steward.

Section 3.

In the absence of a Steward or during overtime periods where three (3) or more employees are assigned, the Chief Steward of the Local may designate one (1) of the working employees as temporary Steward for these periods. In such cases, verbal notification to the appropriate school authority shall be sufficient.

Section 4.

The Stewards will be allowed reasonable time during working hours, without loss of pay, to investigate and present grievances. The Superintendent, or his/her designated representative, may grant permission to the Stewards to leave their work for a reasonable period of time and no Steward shall leave his/her work without first obtaining permission. Stewards shall perform their regularly assigned work at all times, except when granted permission to leave their work as provided herein, and the privilege granted to

Stewards to leave their work is subject to the understanding that they will expeditiously devote such time to the proper handling of grievances and will not abuse such privilege. It is further agreed that permission for time off will be granted at the earliest reasonable time and further will not be unreasonably withheld.

Section 5.

Special conferences for important matters will be mutually agreed upon and arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least one (1) or more representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested, names of persons in attendance will be stated in advance by both parties in writing. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 6.

The names of all above committee members shall be submitted in writing to the Board by the Union upon election or appointment to a recognized committee. The Board will provide an organizational chart of the District as it pertains to the Bargaining Unit.

Section 7.

The Board will make an effort to schedule Step Two and grievance hearings at a mutually convenient time.

Section 8.

All employees will be given the opportunity to review the material contained in their personnel files with the Personnel Office. All matters mutually determined to be irrelevant to the employee's performance shall be deleted. Section 15).

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1.

A claim by an employee, groups of employees or the Union or the Employer that there has been a violation, misinterpretation or misapplication of any provision of this

Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

Section 2.

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that an employee or the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's grace period for answering.

Grievances may be expedited through eliminating steps in the grievance procedure if mutually agreed to by the Board and the Union.

Section 3.

All specified time limits herein shall consist of only work days.

Section 4.

Each grievance shall have to be initiated within seven (7) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within seven (7) days after the Union or the aggrieved becomes aware of the cause for complaint. Settlement of grievances initiated more than seven (7) days after the occurrence due to unawareness shall not be retroactive to any date prior to the date of filing.

Section 5.

Any employee having a complaint under the terms of this Agreement has an obligation to notify his/her immediate supervisor (i.e., Principal, Building Foreman, or Operational Foreman) of the problem and s/he will also notify his/her Steward.

Step 1. The aggrieved employee shall have the right to demand representation by a Steward. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the

problem shall take place between the grievant and/or the Steward on the one hand, and the immediate supervisor involved on the other.

In the event that the Union is dissatisfied with the result of the meeting with the immediate supervisor involved on the matter, then the Union shall have the right to submit a written grievance on the complaint within five (5) days after the aforementioned meeting to the appropriate administrator as follows:

Transportation and Custodial Employees: Manager, Custodial and Transportation Services; Maintenance Employees: Plant Engineer; Cafeteria Employees: Manager, Food Services; Hall Supervisors: Building Principal. The responsible administrator receiving the written grievance shall thereupon have five (5) days to respond to the grievance in writing, setting forth his/her position on the matter.

- Step 2. In the event the grievance is not disposed of through Union acceptance of the manager's answer, the Union shall have the right to appeal the decision to the Superintendent or his/her representative within three (3) days after receipt of the manager's written position on the issue.

A meeting on the subject shall then take place within ten (10) days after receipt by the Superintendent of the Union's appeal notice. This Step 2 meeting shall take place between the Local Union President, the Chief Steward, the Union Steward, and the grievant who may furnish pertinent information, a Council and/or International Representative of the Union on the one hand, and the Superintendent who may be accompanied by the group manager and/or other Board representatives, on the other hand. The Superintendent shall render a written decision on the dispute to the Union within ten (10) days after the occurrence of said meeting.

- Step 3. In the event the grievance is not disposed of at Step 2, the grievance may be submitted to arbitration by either party by submitting a request therefore to the other party within twenty (20) days after the completion of Step 2. Following the written request for submission to arbitration, representatives of the Board and the Union shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The award of the arbitrator shall be final and binding upon the Union, the Board and all employees involved.

Section 6.

(a) The arbitrator shall have no power to add to, subtract from, alter or in any way modify the terms of this Agreement or construe said terms in derogation of the Board's rights and responsibilities, except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement.

(b) The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

ARTICLE VIII

DISCHARGE

Section 1.

The Board, acting through the Superintendent of Schools or his/her designee, shall have the right to suspend or discharge any employee and the Board's decision shall not be overturned at Step 3 of the grievance procedure unless it is determined by the Arbitrator that the Board did not possess just cause.

Section 2.

A discharged employee will be allowed to discuss the action taken by the School District with the Union representative at the time such action is taken and prior to being required to leave the premises of the employer.

Section 3.

Notwithstanding the foregoing procedure for the processing of grievances, protests against the discharge of an employee shall automatically bypass Step 1 of the procedure and be lodged at Step 2 for consideration, commencing at the Superintendent's level, except Step 2 meetings on discharge cases shall take place within five (5) working days after receipt by the Superintendent of a protest against the discharge. The Union shall be notified in writing of the discharge action and upon receipt of said notice the normal time limits will apply.

ARTICLE IX

SENIORITY

Section 1.

The seniority of all employees on the lists shall commence with the last date of permanent hire by the Royal Oak School District. The Union shall be furnished with three (3) lists, one (1) for Operational Group, one (1) for Cafeteria Group, and one (1) for the Hall Supervisors Group, every six (6) months. The lists shall set forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name at time of hire within each occupational group.

The Board will verify in writing to the Union treasurer new hires and terminations within each group.

Section 2. Application of Seniority

Seniority shall be applied within each occupational group for the entire district. The occupational groups shall be:

1. Operational Group
2. Cafeteria Group
3. Hall Supervisors Group

(a) If an employee is awarded a position in the other occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new occupational group.

(b) The employee's seniority in his/her original occupational group shall be frozen at the time of making the change.

(c) Seniority for purpose of vacations, retirement, holidays, or other fringe benefits, shall be from the date of last permanent hire into the Royal Oak School District.

Section 3. Probationary Period

(a) New employees hired into the Unit from the outside shall be probationary for the first sixty (60) work days of their employment. Upon completion of their probationary period the employees shall obtain seniority status and their names shall be entered on the seniority list with their seniority dating sixty (60) days prior to date of permanent hire. New employees, while in their probationary period, may be terminated without recourse to the grievance procedures. They shall be represented by the Union for all purposes under this Agreement during the probationary period

except that no protest may be entered against termination during said probationary period.

(b) Employees will be entitled to all fringe benefits only after the successful completion of their probationary period, and in accord with the applicable enrollment requirements of any insurance carrier.

Probationary employees will accumulate sick leave during their probationary period but may not utilize sick leave until attaining seniority.

Section 4. Loss of Seniority

Seniority will be broken and the employee will be removed from the seniority list only for the following reasons:

(a) If s/he quits,

(b) If s/he is discharged and the discharge is not reversed,

(c) If s/he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and the lack of notice which are satisfactory to the school administration,

(d) If s/he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure herein,

(e) If s/he overstays a leave granted for any reasons as herein provided for three (3) consecutive working days without notifying the school administration and/or fails to give explanation satisfactory to the school administration,

(f) If s/he has been on layoff for twenty-four (24) months or length of seniority, whichever is greater.

Section 5. Transfers, Promotions Out of the Bargaining Unit, and Demotion

(a) If at any time an employee or the employer deems it necessary to request or initiate for cause a demotion or reassignment, the Union and the administration will meet to discuss the placement of the employee in an open position for which s/he is qualified.

(b) Voluntary job location changes within an occupational group and job classification shall be mutually agreed upon by the Union and administration.

(c) If an employee is transferred or promoted to a position under the employer not included in the Bargaining Unit, s/he shall be given a trial period of up to sixty (60) work days, during which time s/he shall be entitled to transfer back to

his/her former job status and location. His/her seniority will continue to accumulate during this time. In the event the employee remains on the job beyond the trial period, his/her accumulated seniority on his/her former job will be frozen as of the date of the completion of his/her trial period.

In the event s/he returns to the Bargaining Unit after the trial period, s/he shall be reinstated in the same occupational group within the Bargaining Unit that his/her accumulated seniority within the Bargaining Unit entitles him/her to and will exercise full seniority from that date on.

(d) Employees who make a lateral move shall not be eligible to make another lateral move (except for a shift change) during the school year (September 1 through June 30) unless the move is by mutual agreement of the Union and Administration.

(e) Vacancies occurring after the last day of school may be filled permanently or temporarily at the Board's discretion, but vacancies which are filled temporarily will be permanently filled by posting and awarding such positions by September 1.

Section 6.

Preferential seniority against layoffs only shall be granted to the local Union officers: President, Vice-President, Secretary, Treasurer and Chief Steward and other Stewards as set forth in this contract provided that any employee so retained is fully qualified to perform the work of the job which is available. The Union shall notify the administration in writing of those employees enjoying protected seniority under the provision of this section.

Section 7. Layoffs

If there is a reduction in the work force, those employees being laid off will be given at least a two (2) week notice of such layoff. Reductions of positions in the Bargaining Unit shall be effected through the following procedures:

(a) Probationary employees in the affected job classification shall be immediately laid off.

(b) The necessary number of least senior employees shall be removed from the affected job classification.

(c) Any least senior employee so removed shall be able to exercise his/her seniority rights to bump into any pay classification equal or beneath his/her classification within his/her group that his/her seniority entitles him/her to provided s/he is qualified or s/he may exercise his/her frozen seniority in his/her former occupational group and return to that group. Employees displaced by employees

being laid off and exercising their seniority rights shall exercise their seniority in the same manner. Bumping shall only affect the least senior employee in the classification.

(d) An employee who has bumping rights as set forth in paragraph (c) above, shall have the right either to exercise the bump or to accept the layoff until recall.

(e) The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.

Section 8. Recall

Laid off employees shall be recalled based upon seniority; the most senior employees shall be recalled to the first opening in the job classification from which the employee was laid off or, if s/he had bumped down from his/her original position, or if s/he had exercised his/her frozen seniority and returned to his/her original group, s/he would be recalled to the position s/he held prior to layoff. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee notify the employer in writing within three (3) days after the date of delivery or proof of non-delivery, his/her intent to return to work. Furthermore, said employee will report to work within ten (10) calendar days following date of delivery or proof of non-delivery or be removed from the seniority list.

Section 9. Posting Vacancies

For the benefit of interested employees, all vacancies shall be posted in all schools within ten (10) working days after the vacancy is known. The posted notice shall set forth the job title, shift and location of the opening, and also the prerequisite qualifications necessary to perform the job. Vacancies occurring after the last day of school may be filled on a temporary basis giving first opportunity to school term employees. Positions vacated as a result of a successful bid shall not be deemed vacant until such time as the successful bidder demonstrates satisfactory performance of the new job and accepts the job, or until the trial period is completed, whichever occurs first.

The bid notice of each vacancy shall be posted for five (5) school or working days, during which time all employees desiring to bid for the job must file their bid in writing with the designated administrative representative. The bidding form shall be filled out completely by the bidding employee in triplicate form. The employee shall retain one (1) copy of said form and submit the other two (2) copies in a sealed envelope to the administrative representative. All bids will be kept sealed until the expiration of the bidding period. The administrative representative shall retain the

original, forwarding the other duplicate copy to the Union president. The successful bidder shall report to the newly assigned job within ten (10) working days after the date of the closing of the bid.

Section 10. Filling Vacancies

(a) All vacant positions will first be filled by the senior qualified employee within the group who submits a bid for the job.

(b) Before new hires are considered, employees from another group will be given the opportunity to bid for a vacant position after all bids are honored within the group where the vacancy occurs.

(c) In the event the senior qualified applicant is denied the vacancy, reasons for denial shall be given in writing to the employee and the Union. If reasons provided are not acceptable, the denial will be subject to the grievance procedure. Grievances regarding denials for vacancies in the Hall Supervisor positions may be appealed directly to Step 2 of the grievance procedure and are not subject to Step 3 arbitration.

(d) When an employee receives a higher pay classification, s/he will receive the rate of pay for that classification and job that is in line with his/her district-wide seniority.

Section 11. Selection of Successful Bidders and Trial Period

(a) The successful bidder shall be given a trial period of up to ten (10) working days on the job in which to demonstrate his/her ability to satisfactorily meet the standards and perform the duties of the job. This shall not prevent the school district from disqualifying the employee whose lack of qualifications is obvious. In the event the successful bidder is deemed unsatisfactory, then the determination may be processed through the grievance procedure beginning at Step 2. If the employee elects to reject the vacancy or is deemed unsatisfactory during the trial period, then said employee shall have the right to be restored to his/her former job and school from which s/he originally bid. If said employee returns, or is returned, to his/her prior position, the position will be awarded to the next senior qualified bidder.

Section 12. Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his/her trial period and becomes regularly

assigned to the other job. During the vacated period, the highest seniority employee in the next lower rated classification of that group classification in the building shall have the option to fill said vacancy and be paid at the higher rate of pay, if any is so involved. This also shall apply to full-day absences.

The only exceptions to be made are as follows:

1. In the high schools and Oakland Technical Center, Southeast campus where the Assistant Head Custodian shall have the first option to fill the vacancy of the Foreman and shall receive the "A" rate.

If the Assistant Head Custodian does not exercise his/her option to fill the vacancy of the Foreman, the next senior employee in the next lower classification in the building will have the option to fill the vacancy and shall receive the "A" rate.

Section 13. Subcontracting

(a) The Board agrees not to expand its usual operational subcontracting service to the point that it would result in layoff of operational employees, nor will the Board call in supervisors to perform work normally performed by the Unit to circumvent overtime.

(b) Recognizing that the Federal Government has curtailed subsidies to the school district, the Board shall have the right to subcontract food service work. If the Board feels the necessity to subcontract which will result in layoff of Bargaining Unit members, it will meet in a special conference with the Union to attempt to work out a suitable solution to protect the jobs of the Bargaining Unit.

(c) The Board agrees not to expand its usual Hall Supervisory services by subcontracting to the point that it would result in layoff of Hall Supervisory employees nor will it call in supervisory personnel to circumvent overtime normally performed by the Unit; provided, however, that this section does not apply to Hall Supervisory employees hired after June 30, 1982 if the Board has given the Union ninety (90) days prior notice of its intended action.

Section 14. Temporary and Substitute Employees

(a) Temporary operational employees may be employed by the Board to augment the work force during the school holiday periods and university recesses provided no regular employee within that group has requested and is qualified for such temporary assignment. However, if a Head Custodian and Assistant Head Custodian from the same building request a temporary transfer during these periods, the request from the employee with the most seniority will be honored.

Ten-month employees will be given the first opportunity to fill and be assigned positions, on the basis of seniority (as stated in Article IX, Section 2), during the periods that they are not normally working and will be paid the applicable rate of pay of the job they are performing. Ten-month employees desiring summer employment shall request such employment in writing to the Manager, Custodial and Transportation Services during the month of May. Ten-month employees working during the summer will not earn additional vacation and/or sick leave during said summer employment.

Ten-month employees will be allowed use of paid sick leave while working during the summer at the number of hours earned per day during their regular employment year. These employees shall be paid for a holiday that falls during this additional work time provided that they work the workdays preceding and following said holiday.

(b) If substitute help is needed in a cafeteria due to the absence of regular employees, qualified, regular employees at the building location will have the chance to add to their hours to cover the job with an eight (8) hour maximum per day per employee. Substitute employees will not work more hours per day than regular employees, in the assigned locations, as long as regular employees desire the hours.

ARTICLE X

HOURS, OVERTIME AND PREMIUM PAY

Section 1.

The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

Section 2.

(a) The normal daily work schedule for regular full-time operational employees shall be eight (8) hours, excluding one half (1/2) hour non-paid lunch period except that employees who are employed in one-custodian school buildings shall have a one-half (1/2) hour lunch period as follows: Fifteen minutes paid and fifteen minutes non-paid. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each.

(b) The normal work day for regular full-time cafeteria employees shall be six to eight (6-8) hours, including a one half (1/2) hour paid lunch period. The normal work week shall be thirty to forty (30-40) hours, five (5) days at six to eight (6-8) hours each.

(c) The normal daily work schedule for regular full-time Hall Supervisors shall be eight (8) hours, excluding one half (1/2) hour non-paid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each. It is understood that Hall Supervisors will work when school is in session and pupils are in attendance in buildings where employed but it does not preclude their being eligible for employment under Article IX, Section 14(a).

Section 3.

(a) The normal work week for all employees other than third shift employees and senior high boiler operators shall commence with the start of the shift on Monday and shall extend through midnight of the following Friday. Senior high boiler operators' normal work schedule shall commence at 11:00 p.m. on Sunday and shall extend through 7:30 a.m. on Sunday and shall extend through 7:30 a.m. on the following Friday.

(b) Third shift employees' normal work schedule shall commence at approximately 11:00 p.m. on Monday and shall extend through approximately 7:30 a.m. on the following Saturday. The normal work week for the computation of overtime shall be from 4:00 a.m. Monday through 4:00 a.m. of the following Monday.

(c) Long term reduction or extension of hours will be discussed in a special conference called by the employer. Short term reductions or extensions are exempt from special conference.

Section 4.

Operational employees are normally changed to day shifts during the summer vacation holiday periods. Requests to work other hours than the normal procedure will be submitted to the Manager, Custodial and Transportation Services, who will consider the validity of the request and will give equal consideration to each one.

Section 5.

I. Operational Group and Hall Supervisors Group

When conditions necessitate the cutback of one shift and the extension of another shift, the following procedure will be followed:

(a) The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.

(b) Employees in buildings that will be affected by the shift change shall be notified of the change being made five (5) working days prior to the change.

(c) Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the extended shift first. Volunteers on a district-wide basis within the affected classification will be given the opportunity to transfer into the extended shift on a seniority basis. If no volunteers apply for the shift, then the employees so removed shall be able to exercise seniority rights to remove a less senior employee in that classification within the district.

(d) The least senior employees who remain unplaced after all moves are completed shall have the option of filling vacancies on the extended shift or to accept a layoff.

Section 6. Work Hours

I Operational Group

All work performed in excess of forty (40) hours in a normal work week or work performed in excess of eight (8) hours in a normal work day and work performed on Saturday will be paid at the rate of time and one-half (1 and 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay. Provided, however, High School Boiler Operator and third shift employees will receive time and one-half (1 and 1/2) that rate of pay for the sixth (6th) day of their specified work week and double time on the seventh (7th) day of their specified work week.

(a) Overtime will be distributed as equally as possible among the eligible employees in the desired classification at the building/installation where the work is required.

(b) Authorized custodial overtime will be performed by custodians on a rotation basis according to seniority within the building\installation. When authorized overtime cannot be filled within the building\installation, it shall be filled by an employee on a rotation basis according to seniority within the custodial group. A "no" answer constitutes a turn.

(c) Head Custodians and Assistant Head Custodians in all buildings except the high schools will have the first opportunity for weekend and holiday building checks if required by the Board. The Head and Assistant Head Custodians will share the building checks on a

rotation basis. First opportunity for the weekend and holiday building check in the high schools will be given to the Assistant Head Custodian and next senior custodian in the building.

The Assistant Head Custodian and next senior custodian will share the building checks on a rotation basis. All building checks, whether on Saturdays, Sundays or holidays, will be paid at a rate of time and one-half (1 and 1/2). Weekend and holiday building checks under this provision will not be computed in the equalization of overtime.

(d) Boiler Operators at the high schools will rotate all boiler and pool checks.

(e) All athletic runs and all other bus-related overtime will be on a rotation basis and kept on separate lists.

(f) Overtime within the Maintenance Department will be reasonably rotated and equalized within a classification. In case of an emergency call, the overtime the employees work will not be counted toward the rotation of the normal scheduled overtime unless it exceeds the call-in time specified herein.

(g) All hours worked will be paid as specified in this section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.

(h) Overtime lists will be posted and kept up to date in all buildings/installations by the Head Custodian or supervisor.

II. Cafeteria Group

(a) Cafeteria employees shall be paid time and one-half (1 and 1/2) their regular straight-time hourly rate for all hours worked in excess of eight (8) hours in any one day and for all work performed on Saturdays. Two (2) times the employee's regular straight-time hourly rate shall be paid for all hours worked on Sundays. All work performed on holidays will be paid at the rate of two (2) times the employee's regular straight-time hourly rate plus holiday pay.

(b) Hours worked on special functions will be at the rate of time and one-half (1 and 1/2) after eight (8) hours except in cases of recall. If an employee returns after completing his/her regular scheduled hours s/he is to be paid time and one-half (1 and 1/2). At the beginning of the eleventh (11th) hour employees will be paid double time for all hours worked.

(c) The Manager of Food Services shall determine the level of supervision and staffing required whenever a cafeteria and/or kitchen is used for functions. Any food service employee who is called in to work at an event at a time other than his/her normal hours shall be guaranteed two (2) hours of work.

(d) All hours worked will be paid as specified in this section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.

(e) Overtime and extra hours lists will be posted and kept up to date in all buildings/installations. Annually, assignments shall be made on a rotation basis starting with the highest seniority.

III. Hall Supervisors Group

(a) All work performed in excess of forty (40) hours in a normal work week or work performed in excess of eight (8) hours in a normal work day and work performed on Saturday will be paid at the rate of time and one-half (1 and 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay.

(b) Overtime will be distributed as equally as possible among the Hall Supervisors at the building/installation where the work is required on a rotation basis according to seniority. When overtime cannot be filled within the building\installation, it shall be filled by Hall Supervisors on a rotation basis according to seniority from other buildings\installations.

In both cases, a "no" answer constitutes a turn.

(c) All hours worked will be paid as specified in this section. No employee will be given compensatory time off in lieu of being paid except on days on which the school is closed due to an Act of God.

(d) Overtime lists will be posted and kept up to date in all buildings\installations by the Assistant Principal in charge of the Hall Supervisors.

IV. Operational Group - Bus Drivers

Bus drivers will be employed as needed to drive regular bus runs. The minimum call-in pay will be two (2) hours and the drivers will be expected to be on duty during the minimum call-in period to perform their regular run, other emergency runs and related job assignments. Regular, guaranteed eight (8) hour positions will be

phased out as vacancies occur due to resignations, terminations or transfers. In lieu of the current staffing level of ten (10) combination driver-maintenance positions, the Board will create four (4) full-time maintenance "B" positions as the staffing level is reduced to the equivalent of one maintenance position and each subsequent reduction equivalency of one until four (4) new positions are created. Continued maintenance of this level of staffing is subject to the availability of funding each budget year.

All bus drivers shall be placed on a rotation list for overtime and extra time originally by seniority. A new driver shall be placed on the list and charged with the highest hours charged any driver on the list. The driver with the least hours charged shall be given the overtime or extra time assignment unless it will occur during the driver's regularly assigned hours. A driver not available because of regularly assigned hours during the overtime or extra time assignment shall not be charged for the overtime or extra time offered. On the first full day that school is in session, ten-month bus drivers will be assigned an average of the bus drivers' overtime earned by 52-week drivers from July 1.

Overtime shall be applicable for all work performed in excess of forty (40) hours in a normal work week or work performed in excess of eight (8) hours in a normal work day. Work performed on Saturday will be paid at the rate of time and one-half (1 and 1/2). All work performed on Sunday will be paid at the rate of double time. All work performed on holidays will be paid at double time for all hours worked plus holiday pay providing the employee is eligible for such holiday pay.

(a) A driver who is available and refuses overtime or an extra time run shall be charged with the overtime or extra hours involved and placed on the list according to total hours.

(b) All overtime or extra time hours worked beyond the regularly assigned hours shall be charged to the driver for purposes of determining position on the rotation list.

(c) Bus driver actual hours worked will be used to determine their position on the rotation list and shall be counted as straight time hours regardless of what rate is being paid.

(d) Drivers offered overtime or extra time hours shall be notified as early as possible, normally no later than twenty-four (24) hours in advance of the scheduled trip. Those drivers not notified within twenty-four (24) hours and not accepting shall not be charged the overtime or extra hours on the assignment offered.

(e) A continuous record of the overtime or extra time hours charged to each employee shall be posted and updated following each biweekly pay period. At the conclusion of each four-week period, an effort will be made to equalize overtime and extra trip hours in the subsequent four weeks. Deviations not in excess of three (3) hours will be considered equal. Effective July 1, 1983 and each July thereafter the employee on the bus driver rotation list with the lowest hours showing shall have the hours reduced to zero hours. All other drivers shall be reduced by the same number of hours.

(f) A driver shall not be allowed to exchange an overtime or extra trip assignment with another driver or accept an overtime or extra trip assignment unless approved Manager, Custodial and Transportation Services.

(g) A probationary driver shall not be offered or charged over-time or extra trip assignments involving runs outside the district unless all seniority drivers refuse the trip.

(h) In the event the Transportation Office is notified the same day the need exists involving an overtime or extra time assignment and the driver(s) next on the list cannot be contacted within three (3) hours of the overtime or extra time assignment, the driver next on the list who can be contacted shall be offered the overtime or extra time assignment.

(i) Extra trip buses will be assigned by the Manager, Custodial and Transportation Services, and the lack of availability of the driver's choice of bus does not qualify as a valid reason for rejecting the trip or not charging hours on the point system.

(j) Vacancies created when bus drivers are on approved, extended leaves will be filled in the following manner:

(1) The vacancy will be offered to the senior ten-month driver and then the next less senior ten-month driver, etc. The ten-month driver who accepts the temporary vacancy shall have his/her route filled by a substitute.

(2) Bus driving temporary vacancies on a day-to-day basis will be filled by substitute employees.

(3) Substitute drivers will not be assigned field trips unless no other drivers are available.

(4) During the bidding for regular runs, four (4) hour drivers will be allowed to bid as back-up drivers on eight (8) hour runs.

(k) Bus drivers disqualified from driving due to failure to pass the tests required by law will be permitted to fill an open vacancy for which they qualify for thirty (30) work days or until they requalify for driving, whichever occurs first.

Section 7.

Approved compensable leave days and unworked holidays will count as days worked in computation of overtime at the end of the work week.

Section 8. Call-in Time

When an operational employee is called in for work by the employer or his/her agent, s/he will be guaranteed a minimum of two (2) hours overtime. Whenever the use of school facilities is authorized, it shall be the responsibility of the Board to arrange for adequate supervision and custodial service to protect school property; custodial service will be performed by the Bargaining Unit. The section will also apply to Hall Supervisors.

Section 9. Rest Periods

(a) All operational employees and Hall Supervisors in the Bargaining Unit will have a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their shift provided, however, no job shall be closed down. The fifteen (15) minute break will take place on the school premises where the work is being performed.

(b) The relief and lunch period for cafeteria employees shall be as follows:

(1) Full-time (6, 7 and 8 hours per day):

Relief time not to exceed fifteen (15) minutes per day. Lunch period not to exceed thirty (30) minutes per day.

(2) Part-time (less than 6 hours per day):

(a) Less than six (6) hours but more than four (4) hours per day:

A combination relief and lunch period not to exceed thirty (30) minutes per day.

(b) More than three (3) hours but not more than four (4) hours per day:

A combination relief and lunch period not to exceed twenty (20) minutes per day.

Section 10. Shift Differential

An employee starting his/her shift between 3:01 a.m. and 12:00 noon shall be considered to be on the first shift. An employee starting his/her shift between 12:01 p.m. and 8:00 p.m. shall be considered to be on the second shift. An employee starting his/her shift between 8:01 p.m. and 3:00 a.m. shall be considered to be on the third shift.

All employees working the second shift will receive a twenty cent (20¢) an hour shift premium. All employees working the third shift will receive a twenty-five cent (25¢) an hour premium.

ARTICLE XI

PAID LEAVES

(Deducted from Sick Leave)

Section 1. Purpose

Pay for sick leave time will be provided on an accumulation basis, for the primary purpose of protecting an employee's income during protracted periods of unavoidable absence due to illness or accident.

Section 2. Annual Accumulation

Employees shall be entitled to a sick leave accumulation at the rate of one-half (1/2) day per month through the fifth (5th) year of continuous employment. Beginning with the sixth (6th) year of employment, days will accumulate at the rate of one (1) day each month. Employees may accumulate up to a maximum of one hundred sixty (160) days. The day as used herein, as the basis for accumulation, shall be the schedule of daily hours to which each employee is assigned. Probationary employees will accumulate one-half (1/2) day per month sick leave during their probationary period but may not utilize such leave until obtaining seniority. These accumulated days may be applied to termination pay as described in Article XXIII, Section 1.

Section 3. Accumulation of Sick Leave

Sick leave may be used in accordance with the schedule specified herein, for personal or family illness.

(a) Personal illness: Bona fide physical incapacity to report for and discharge duties, to the extent of unused sick days accumulated (includes maternity).

(b) Family illness: Bona fide pressing need due to illness for an employee's spouse or children or parents to a total of five (5) days annually. Not more than one (1) day will be allowed to a father when his wife is giving normal birth.

(c) Upon written request to the Superintendent's office through the building principal, employees may obtain approval for absence in connection with participation in recognized religious observances. Requests for such approved absence should be delivered to the Personnel Office at least two (2) days in advance.

(d) Sick leave may appropriately be used for the following purposes: death of a near relative such as mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents of the employee, grandchildren, uncle or aunt or other relative with whom the employee has lived in the same household for an extended period of time. Up to three (3) days leave will be granted to the employee except where extenuating circumstances exist, in which case special consideration will be given for additional time up to five (5) days.

Section 4.

In addition to the paid leave described in Sections 2 and 3 above, the School District will pay full salary, according to the maximum number of days scheduled below for personal illnesses of an employee requiring home care, nursing home care or hospitalization.

Such paid days are not cumulative, may not be applied to other paid leave, nor count towards any termination pay or death benefit.

An employee shall have to wait ten (10) working days from the time his/her personal leave is exhausted until s/he is eligible for the additional sick leave benefits.

<u>Employment Year</u>	<u>Maximum Number of Days to be Used During the Period of this Agreement</u>
Second (2nd)	Twenty-five (25) days
Third (3rd)	Thirty (30) days
Fourth (4th)	Forty-five (45) days
Fifth (5th)	Fifty (50) days
Sixth (6th)	Sixty (60) days (maximum)
and thereafter	but never more than the difference between accumulated days and one hundred sixty (160).

Above schedule of days to be prorated for part-year and part-time employees. Employees working part-year will be prorated at the rate of seventy-five percent (75%) of the above listed days.

An employee who has accumulated sixty (60) paid leave days or more may utilize only sixty (60) of his/her accumulated days and then will be entitled to utilize the additional non-accumulated days for personal illnesses requiring home, nursing or hospital care before using the remainder of

his/her accumulated days. When the employee becomes eligible for long-term disability as provided under Article XXI, Section 1, s/he shall be so placed and maintain any of his/her accumulated paid leave days.

Section 5. Jury Duty

An employee will be compensated the difference between the daily amount received from jury pay and that which s/he would normally receive on a straight-time basis.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

Section 1.

Unpaid leaves of absence shall be granted through the Personnel Office upon written request for a period not to exceed one (1) year for the following purposes: health, child care, military service and Union staff work or office holding as described hereinafter.

Section 2.

A health leave must be recommended by a physician. At the expiration of such leave, the employee must either return or resign, unless a special extension is recommended by the physician and granted by the Personnel Office. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to return to his/her duties.

An employee who returns to their duties from a leave of absence of less than thirty-one (31) days shall return to the former position and location. Exceptions may be made by the Board in cases where an employee is due to return within a reasonable period beyond the thirty-one (31) days.

Section 3.

Employees who are inducted into the armed services will be granted leaves in conformance with conditions established by Federal and State laws.

Section 4.

A child care leave of up to one (1) year shall be granted by the Personnel Office to a seniority employee requesting said leave in writing

Section 5.

A leave of absence to a maximum of one (1) employee in any year shall be granted for the purpose of service in a full-time elected or appointed office with either the Local or International Union. Such leave of absence may be renewable upon the approval of the Personnel Office.

Section 6.

Vacancies created through granting of non-compensable leave shall be filled as provided in Article IX, Section 12, of this Agreement.

Section 7.

Upon the return of an employee from a non-compensable leave other than one of less than thirty-one (31) calendar days duration or sick leave, s/he shall be assigned to the first available position for which s/he is qualified. S/he shall then be eligible to move without bidding to the first position open which is commensurate with the position s/he held prior to his/her leave.

Section 8.

The administration may grant unpaid leaves not to exceed thirty (30) calendar days in which event the employee would return to his/her former position and location. Vacancies would be filled as described in Article IX, Section 12. Employees are expected to request such leaves at least one week in advance except in cases of emergency.

Section 9.

Upon expiration of the leave, any employee who has not submitted a written request for reinstatement or the extension of his/her leave shall be deemed to have resigned. Extensions of leaves shall be at the discretion of the Board.

Section 10.

The Board will provide five (5) days non-compensable leave for two (2) employees to attend the International Union Convention in the convention year.

ARTICLE XIII

MISCELLANEOUS

Section 1.

It is mutually understood and agreed that part-time permanent custodians are employed and that their work assignments shall be within the hours established for the particular shift for which they are assigned.

Section 2.

At the commencement of the school year in September, regular bus drivers shall choose the regular runs of their choice according to their seniority.

Buses will be assigned to the runs before the employees choose their runs.

Section 3.

Bulletin board space will be provided in each building for the Union's use in posting notices pertinent to the official business of the Union. The Union shall also have access to inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the Manager, Custodial and Transportation Services.

Section 4.

The Union will be permitted the use of school facilities for the regular and special business meetings of the Union and for committee meetings on Union business providing such use is requested and can be arranged in advance without disrupting other commitments for the use of premises and without incurring additional cost to the School District.

Section 5.

New jobs in the Bargaining Unit may be created by the administration. The Union will be notified upon the creation of a new job and the parties shall meet to mutually agree upon the qualifications, job descriptions and wage rates for the particular job, and to establish the rate at an appropriate place in the wage structure.

Section 6.

Safety problems and recommendations shall be a proper subject for special conferences as elsewhere provided.

Section 7.

The Board may schedule meetings for bus drivers from time to time as needed. Pay for these sessions will be made at the employee's regular straight-time rate unless overtime provisions apply or unless other arrangements are mutually agreed upon.

Section 8.

All additional schooling required by the Board of Education to improve the skills of an employee will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

All schooling required by the Board of Education to improve the skills of cafeteria employees will be paid by the Board of Education. This includes fees, tuition expenses and time lost from work.

Section 9.

All meetings called by the administration will be paid by the Board. This situation will not apply to special conferences or to the processing of grievances which matters are dealt with in other sections of this Agreement.

Section 10.

When an employee uses his/her car to perform services at the direction of the supervisor, s/he shall be compensated for mileage driven at the prevailing Board rate. This rate shall automatically be increased if the Board grants a rate in excess of eighteen (18) cents per mile to any other group in the Royal Oak School District.

Maintenance employees who carry heavy tools and equipment on a regular basis at the direction of the Plant Engineer shall be compensated at the rate of forty-five dollars (\$45.00) per month for such hauling in their personal car or vehicles.

Section 11.

The Board will pay the annual cost of chauffeur's license for all employees required to have them at the conclusion of the probation and/or trial period.

Section 12.

The Board agrees to provide an opportunity paid for by the Board for all employees to obtain the required tuberculin skin test or chest X-ray. X-rays will be paid for by the Board if the employee presents evidence of a positive skin test. A health certificate must be presented to the Personnel Office once every five (5) years. The employee may request his/her personal physician to complete the approved certificate at his/her expense or elect to have the form completed at the Board's expense by going to the Board's designated clinic.

Section 13.

When the Superintendent closes all schools for the entire day due to an Act of God, the employee who is unable to report for work will be paid for normal hours of employment. Any employee who works during this period shall be paid and given compensatory time at a later date mutually agreeable to the employee and the Board.

Section 14.

If the need arises, the parties shall meet in special conference to negotiate job descriptions.

Section 15.

Tools deemed necessary for the operation of the school shall be provided by the Board. Hand tools normally associated with the trade shall be the responsibility of the employee. The Board will replace all authorized hand tools worn or broken through normal use on school maintenance. Such tools will be replaced by tools of comparable quality. Employees, upon leaving employment with the district, are accountable for the return of all district owned tools and equipment which does not include tools and equipment replaced as provided above.

Section 16. Designation of Benefits and Bidding of Contracts

With the exception of Blue Cross/Blue Shield, any reference to any insurance carrier or contract administrator is intended to be illustrative of the nature of benefits to be provided, and so long as insurance benefits of substantially equivalent levels are provided, the Board retains the right to determine the insurance carrier to provide the coverage. Any carrier's determination of coverage or benefits shall be final and binding on all parties.

Section 17. Employee Contribution to Insurance Premiums

Any and all increases in per capita insurance premiums above the per capita cost of June 30, 1994, shall be paid by the individual employee through a payroll deduction.

Section 18. Dual Hospital/Medical Insurance Coverage

The Board shall not be required to provide hospital/medical insurance coverage to an employee hired on or after June 30, 1988, who is covered under another hospital/medical insurance plan or policy. The employee must certify to the Personnel Office that s/he is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board.

Section 19. Drug Testing

The parties agree to conform to applicable law pertaining to drug testing; and further, any case involving a substance abuse issue will be a matter for Special Conference between the parties prior to the employer initiating any action involving discharge of an employee.

ARTICLE XIV

INSERVICE TRAINING

Section 1.

The employer will provide a program of inservice training for custodial and maintenance employees, insofar as practicable, where the employee can attend classes to increase his/her job proficiency. To encourage the employees to improve their job proficiency, a salary of five dollars (\$5.00) per month for each one hundred (100) attendance hours up to a maximum of five hundred (500) hours will be paid to employees attending and successfully completing the approved courses.

The employer shall pay the tuition for approved courses provided in neighboring school districts that will add to the knowledge and abilities of the employee. The employee must attend the classes on his/her own time and fulfill the requirements for the satisfactory completion of each course in order to receive credit.

All employees authorized to attend summer inservice institutes or seminars shall not lose their regular pay during the period of attendance. The Board agrees to pay registration fees and board and room if required. Transportation arrangements will be made by the Board. All hours will be credited to this section.

Section 2.

The employer will allow the cafeteria employees to attend school lunch programs as approved in advance by the Manager, Food Services. The following compensation will be paid to employees attending and successfully completing the approved courses.:

30 hours	\$1.00 per month	
60 hours		\$2.00 per month
90 hours		\$3.00 per month
120 hours		\$4.00 per month
150 hours		\$5.00 per month

This amount will be paid with the first check of each month.

Section 3.

If and when training is provided to Hall Supervisors within the county or state or set up locally, the parties will meet in special conference to provide for the attendance of these employees and to agree on the compensation to be granted.

ARTICLE XV

HOLIDAYS

Section 1.

The following shall be recognized as paid holidays:

Operational Group

Day before New Year's
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
Floating Day*
Floating Day**

Cafeteria Group

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Day*
Floating Day **

*One floating holiday for all employees, hired prior to December 1 of the applicable school year, to be taken when school is not in session, requested in writing and approved by the Supervisor, Buildings and Grounds, at least five (5) working days in advance of the date requested. Payment for Hall Supervisors and Cafeteria employees will be made in the second pay in December in lieu of day off.

**Commencing July 1, 1989, one floating holiday for all employees, hired prior to December 1 of the applicable school year, to be requested in writing and approved by the Manager, Custodial and Transportation Services, at least five (5) working days in advance of the date requested. Payment for Hall Supervisors and Cafeteria employees will be made in the second pay in December in lieu of day off.

Hall Supervisors and part-time Bus Drivers shall receive the same holidays as the Cafeteria group. Hall Supervisors that work at times other than when students are present will receive those holidays that fall during the extended work calendar.

Section 2.

All full-time eligible employees who are not required to work on any of the above holidays shall receive eight (8) hours pay at their regular straight time hourly rate for such holiday, and eligible employees who work less than an eight (8) hour day shall receive a pro-rata holiday payment based on their normal work day.

Section 3.

If one of the above holidays falls on Sunday, the Monday following shall be recognized as the holiday and, if one of the above holidays falls on Saturday, the previous Friday shall be recognized as the holiday; provided, however, that if school is in regular session, then the employee shall be given an additional vacation day in lieu of the holiday.

Section 4.

In order to be eligible for holiday pay the employee must work the last work day immediately preceding the holiday or the next work day immediately following the holiday, unless the employee is absent due to illness for four (4) consecutive days or more which encompass the holiday in which event the employee shall receive holiday pay not to be charged against sick leave.

Section 5.

If a payday falls on a holiday, the Board will make every reasonable effort to see that the employees receive their paychecks prior to the holiday.

ARTICLE XVI

VACATIONS

I. Operational Group

Section 1.

All employees on the seniority list who have been employed continuously for one (1) year or more, shall be entitled to an annual paid vacation of ten (10) working days. After five (5) years of continuous service, an employee shall be entitled to one (1) additional day of vacation for each additional year of service to a maximum of twenty (20) working days after fifteen (15) years of continuous service.

Section 2.

Vacation days as computed above shall be prorated for any eligible employee employed on a less-than-eight-hour-day basis. Vacation provisions for the Cafeteria group shall apply to part-time Bus Drivers except that they will be paid accumulated credit on the last payroll in June.

Section 3.

Normally, vacations will be taken during the summer months. If an employee desires a vacation other than during the summer months, and it does not interfere with the efficiency of the operation nor add to the cost to the School District, then permission will be granted.

Section 4.

When two or more eligible employees have expressed a desire for a vacation during the same period and the Manager, Custodial and Transportation Services determines that the work schedule makes it impracticable to grant vacations to all employees requesting such period, then preference shall be accorded based upon seniority.

Section 5.

Vacations shall not be accumulated and must be taken in the school year in which the vacation is granted.

Section 6.

When a contract holiday falls within an employee's vacation period, an additional day of vacation will be added to the employee's vacation period.

Section 7.

Employees who voluntarily terminate their employment with the District in good standing shall be paid the unused portion of their earned vacation in lieu thereof provided one (1) week's written notice of said termination is given the Board.

Section 8.

If an employee is laid off or retired, the employee may receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who has received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

II. Cafeteria Group

Section 1.

All employees on the seniority list who have been employed continuously for one (1) year or more, but less than five (5) years, shall be entitled to annual paid vacation of nine (9) working days. An employee with five (5) years of continuous service or more shall be entitled to one (1) additional day of vacation for each additional year of service up to a maximum of seventeen (17) working days.

Section 2.

Vacation days as computed above shall be prorated for any eligible employee employed on a less-than-eight-hour-day basis.

Section 3.

Vacation pay shall not be accumulated and will be paid as follows:

- (a) Five (5) days at Spring Vacation with the regular payroll check for this pay period.
- (b) The balance of entitled days to be paid as a separate pay period, but included with the last payroll check in June.

Section 4.

Sections 7 and 8 of Section I apply equally to cafeteria employees.

III. Hall Supervisors Group

Vacation provisions for the Cafeteria group will apply to Hall Supervisors unless said supervisors work in an operational position during the entire summer in which event the vacation provisions of the Operational group will apply.

Hall Supervisors not working during the summer months will be paid accumulated vacation credit on the last payroll in June.

ARTICLE XVII

UNIFORMS

Section 1. Operational Uniform Allowance

The employer will pay an annual uniform allowance:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
\$100	\$150	\$175

Annual payment will coincide with the beginning of the school year.

Section 2. Foul Weather Uniform

All operational employees who are required to work outdoors on a regular basis shall be equipped with foul weather gear as approved by their supervisor.

Section 3. Cafeteria Uniform Allowance

The employer shall pay an annual uniform allowance to each employee covered by this agreement:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
\$60	\$75	\$100

This uniform allowance shall be paid annually at the beginning of the school year.

Section 4. Hall Supervisors Uniform Allowance

All Hall Supervisors will receive an annual uniform allowance:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
\$60	\$100	\$125

Hall Supervisors shall dress in accordance with the guidelines which are currently in effect and established by the principal of the building within which they work. Uniform allowance shall be paid annually at the beginning of the school year.

ARTICLE XVIII

LONGEVITY

All employees shall be granted longevity pay as follows:

1. Completed five (5) years	\$114.00
2. Completed ten (10) years	228.00
3. Completed fifteen (15) years	342.00
4. Completed twenty (20) years	456.00

Payment for the Operational group will be made with the first pay in July. Employees whose anniversary date falls after July will receive a prorated share of entitled longevity pay.

Payment for Cafeteria Employees and Hall Supervisors will be made at the beginning of the school year.

ARTICLE XIX

HOSPITALIZATION, DENTAL AND VISION INSURANCE

I. Operational Group and Hall Supervisors Group

Section 1.

The employer will pay the cost of full-family coverage on the Blue Cross Preferred Provider Plan for all eligible regular employees covered by this Agreement. Provided coverage shall be equivalent or better than current insurance. All references to Blue Cross/Blue Shield hereafter will be to Blue Cross Preferred Provider Organization.

Upon submission of a receipt, the Board will pay the first five dollar (\$5.00) charge for each X-ray and/or each laboratory test that is in conjunction with the insurance coverage. The Board shall also provide the two dollar (\$2.00) deductible prescription rider.

Section 2.

If an eligible employee does not elect hospital/medical coverage, the following amounts will be applied toward a tax-sheltered annuity for said employee on a pro-rata basis according to the percentage of position for which the employee is hired and subject to a written agreement being executed between the eligible employee, the District, and a Board-Union approved carrier. The annual dollar amount shall be based upon the number of eligible employees who elect the tax-sheltered annuity in lieu of hospital/medical coverage.

Employees:	1 through 21	-	\$250 each
	22 through 30	-	\$450 each
	over 30	-	\$600 each

Payment shall be made in a single annual payment.

Section 3.

Employees may contract with the Board of Education to defer income for purposes of purchasing tax-deferred annuities from Board approved companies.

Section 4.

An eligible regular employee who works four (4) hours or more per day but less than six (6) hours per day shall be entitled to payment by the Board of fifty percent (50%) of the premium for benefits as herein provided; provided, the employee authorizes in writing a payroll deduction for the balance of the premium. An employee working six (6) hours or more per day shall be entitled to full benefits.

Section 5.

Should the MPSERS delete supplemental medicare coverage, the District agrees to reinstate the provisions regarding such health insurance coverage for employees as defined in the 1985-88 contractual agreement and effective on the MPSERS deletion of coverage date.

Section 6.

Additional benefits may be purchased, such as sponsored dependent and family continuation, on an individual basis by payroll deduction; however, it is agreed that additional costs will be borne by the employee.

Section 7.

Premiums for insurance benefits for employees on non-compensable sick leaves shall be paid by the Board for a period of ninety (90) days.

Section 8.

The Board shall continue to provide all eligible employees with the current dental insurance coverage which consists of payment for reasonable and customary charges according to the following schedule:

- 100% Oral Examination, cleaning, bite wing X-rays and topical application of fluoride solution
- 50% Balance of routine treatment
- 50% Major treatment
- \$1000 Maximum payment in any one calendar year for routine and major expense per covered person
- \$1000 Maximum lifetime orthodontic treatment for each complete course

Section 9.

Eligible employees will be provided the same vision plan as is currently provided the ROESA/MESPA bargaining unit:

1. Complete visual analysis charge
100% of reasonable and customary charge
2. Lens, each:
 - Regular
100% of reasonable and customary charge
 - Bi-Focal
100 % of reasonable and customary charge
 - Tri-Focal
100% of reasonable and customary charge
 - *Contact \$40
3. Frames
100% of reasonable and customary charge

*Benefits of contact lenses will be payable at one hundred percent (100%) of the reasonable and customary charge if visual acuity is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

For each policy year, benefits are limited to one (1) complete visual analysis, two (2) lenses and one (1) set of frames per insured person, i.e., an examination, frame and

one (1) pair of corrective lenses (including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a twelve (12) month plan year for each eligible member of the family.

II. Cafeteria Group

Section 1.

The employer shall provide the same Blue Cross/Blue Shield Preferred Provider Plan for all eligible regular employees covered by this Agreement who are single subscribers or up to full-family coverage for those who are the principal wage earners.

Section 2.

If an eligible employee does not elect hospital/medical coverage, the following amounts will be applied toward a tax-sheltered annuity for said employee on a pro-rata basis according to the percentage of position for which the employee is hired and subject to a written agreement being executed between the eligible employee, the District, and a Board-Union approved carrier. The annual dollar amount shall be based upon the number of eligible employees who elect the tax-sheltered annuity in lieu of hospital/medical coverage.

Employees:	1 through 21	-	\$250 each
	22 through 30	-	\$450 each
	over 30	-	\$600 each

Payment shall be made in a single annual payment.

Section 3.

Employees may contract with the Board of Education to defer income for purposes of purchasing tax-deferred annuities from Board approved companies.

Section 4.

An eligible regular employee, as herein defined, excludes any employee who works less than four (4) hours a day.

Section 5.

An eligible regular employee shall not be entitled to participate in the insurance or annuity benefit until s/he has been employed in the School District for sixty (60) work days. If an employee qualified by being employed for sixty (60) work days prior to the termination of the school year then, in such event, the employee shall be entitled to a prorata share of the benefit based on the number of months s/he is employed in the School District following the completion of said sixty (60) work days employment to the end of the school year.

Section 6.

The Board shall continue to provide all eligible employees with the current dental insurance coverage which consists of payment for reasonable and customary charges according to the following schedule:

- 100% Oral examination, cleaning, bite wing X-rays and topical application of fluoride solution
- 50% Balance of routine treatment
- 50% Major treatment
- \$1000 Maximum payment in any one calendar year for routine and major expense per covered person
- \$1000 Maximum lifetime orthodontic treatment for each complete course

Section 7.

The Board shall provide all eligible employees with a vision plan as outlined in preceding Section 9 of the Operational and Hall Supervisors Groups.

ARTICLE XX

LIFE INSURANCE

Section 1. Group Benefits

All Operational employees of the Bargaining Unit, regardless of the number of hours worked per week will be insured for a flat benefit of Group Life and Accidental Death & Dismemberment benefits in the amount of twenty-five thousand dollars (\$25,000). These coverages will be provided on a twenty-four-hour basis, both on and off the job, including summer vacations.

Section 2.

The Board shall provide Group Life and Accidental Death and Dismemberment benefits in the amount of twelve thousand five hundred dollars (\$12,500) to all Hall Supervisors.

Section 3.

The Board shall provide Group Life and Accidental Death & Dismemberment benefits in the amount of twelve thousand five hundred dollars (\$12,500) to all cafeteria employees.

ARTICLE XXI

DISABILITY INSURANCE

Section 1.

The Board shall provide long-term disability insurance coverage for all eligible regular Operational employees, Hall Supervisors and Cafeteria employees. Long-term disability insurance coverage shall mean income protection up to seventy percent (70%) of the employee's weekly wage for all eligible regular employees, in conformance with the terms of the policy, in cases of sickness or disability to age seventy (70) after an elapse of one hundred eighty (180) days from the initial date of sickness or disability.

Section 2.

An employee who suffers an injury compensable under Michigan Workers' Compensation Act shall return his/her workers' compensation benefits to the Board. The Board will then pay the injured employee his/her straight time daily wage, with no deduction from the employee's accumulated sick leave bank for a period equal to the number of days in the employee's accumulated sick leave bank or forty (40) days, whichever is less. After the lapse of the above mentioned period, the employee shall retain his/her workers' compensation benefits and shall be paid the difference between the employee's regular straight time daily wage and any payment received under the provisions of the Michigan Workers' Compensation Act which sum shall be deducted from the employee's accumulated sick leave bank on a prorated basis.

ARTICLE XXII

INSURANCE PROVISIONS

Section 1.

All eligible employees will be covered by long-term disability and life insurance benefits (with waiver of premium) upon the successful completion of their probationary period. If an employee is on paid or unpaid leave or disability leave, the Board will continue to pay life insurance premiums until time for application for waiver of premium, at which time the Board will provide the forms to the employee, but it shall be the employee's responsibility to complete the requirements necessary to qualify for waiver of premium.

ARTICLE XXIII

RETIREMENT

Section 1.

Employees with ten (10) or more years of seniority shall be granted an added salary payment at their current rate of pay equal to one-half (1/2) of the employee's unused accumulated sick leave but not to exceed a maximum of seventy-two (72) days upon the termination of employment, provided:

- (a) The employee retires and participates in the Michigan Public School Employee's Retirement Fund; or
- (b) The employee resigns for reasons of health; or
- (c) The employee voluntarily terminates employment after giving sixty (60) days written notice.
- (d) When an employee is eligible for retirement under the Michigan Public School Employee's Retirement Fund and retires but has not been continually employed in the School District for ten (10) years, s/he shall receive an added salary payment at the salary rate for the current year, equal to one tenth (1/10) of one-half (1/2) of the employee's unused accumulated sick leave for each full year of continuous service, but not to exceed fifty (50) days payment.
- (e) A death benefit in the amount of one-half (1/2) of the employee's unused accumulated sick leave will be paid to the beneficiary designated, in writing, by the employee.

Section 2.

The Board shall pay the five percent (5%) retirement for all employees beginning July 1, 1977.

Section 3.

Insurance benefits provided employees after attaining the age of sixty-five (65) shall comply with the Federal Age Discrimination Act.

ARTICLE XXIV

SALARY SCHEDULE

See Appendixes A1 and A2. These salary schedules shall apply to those employees on payroll as of the date of Board ratification of this Agreement. Also included are those employees who resigned for retirement or are on health leave of absence since July 1, 1988.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and shall continue in full force and effect until July 1, 1994. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no sooner than ninety (90) days nor later than sixty (60) days prior to July 1, 1994, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or to modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until July 1, 1995, which extension shall be subject to the reopening and extension provisions set forth herein.

Savings Clause: Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a Court of competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

IN WITNESS WHEREOF, the parties hereto have caused duplicate copies of this Agreement to be executed and have set thereto their signatures on the day and date first written.

BOARD OF EDUCATION FOR THE
SCHOOL DISTRICT OF THE CITY
OF ROYAL OAK

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL
#1857 AND COUNCIL #25

By _____
President

By _____
President

Secretary

Treasurer

Executive Director,
Business Affairs

Staff Representative,
Council #25

APPENDIX A1

SALARY SCHEDULE FOR
OPERATIONAL EMPLOYEES

WAGE GRADE	CLASSIFICATION		HOURLY RATES		
			1991-92	1992-93	1993-94
AA	AFSCME Journeyman*	When Awarded	\$14.84	\$15.73	\$16.67
A	Maintenance - Skilled*** Head Boiler Operator, Senior High Mechanics Assistant	1st 6 months	11.83	12.54	13.29
		2nd 6 months	12.17	12.90	13.67
		3rd 6 months	12.68	13.44	14.25
		4th 6 months	13.20	13.99	14.83
		3rd year	13.78	14.61	15.49
A-1	Junior High Head Custodian Senior High Assistant Head Custodian		13.41	14.21	15.06
B	Elementary Head Custodian*** Skilled Trade Assistant Maintenance "B" Laundry Worker Head Groundskeeper Senior High Afternoon Boiler Operator Warehouse Worker Bus Driver - Utility Bus Driver	1st 6 months	11.08	11.74	12.44
		2nd 6 months	11.46	12.15	12.88
		2nd year	11.83	12.54	13.29
		3rd year	13.27	14.07	14.91
C	Senior High Midnight Boiler Operator Assistant Head Custodian Assistant Groundskeeper Truck Driver - Shipping and Receiving Maintenance Helper Cafeteria Utility Worker	1st 6 months	10.72	11.36	12.04
		2nd 6 months	10.90	11.55	12.24
		2nd year	11.35	12.03	12.75
		3rd year	12.69	13.45	14.26
D	Custodian - Day Shift Custodian - Afternoon Shift Custodian - Midnight Shift	1st 6 months	10.60	11.24	11.91
		2nd 6 months	10.77	11.42	12.11
		2nd year	11.08	11.74	12.44
		3rd year	12.11	12.84	13.61

*Includes a caprenter, electrician, plumber, locksmith, heating/ventilation, painter, glazier, mechanic (8 positions).

***Employees who are assigned as journeyman's assistants and possess a journeyman's card for the trade to which they are assigned will receive additional pay at 25 cents per hour. When journeymen are absent for an entire day or more, journeyman assistants who are assigned journeyman work for an entire day or more will receive journeyman pay.

****Effective 7-1-83 the Board, in its sole discretion, shall identify at least twenty-five percent (25%) of the Elementary Head Custodians who based upon merit will be paid at the A-1 salary rate. They shall review such designation annually and may in its sole discretion add to or delete said list, provided, however, said list shall at all times comprise at least twenty-five percent (25%) of the Elementary Head Custodians.

APPENDIX A2

SALARY SCHEDULE FOR
CAFETERIA WORKERS

WAGE GRADE	CLASSIFICATION		HOURLY RATES		
			1991-92	1992-93	1993-94
AA	Cook Supervisor, Commissary	1st 6 months	\$10.74	\$11.38	\$12.06
		2nd 6 months	11.01	11.67	12.37
		2nd year	11.29	11.97	12.68
		3rd year	11.64	12.34	13.08
A	Cafeteria Supervisor, Secondary Schools	1st 6 months	10.20	10.81	11.46
		2nd 6 months	10.45	11.08	11.74
		2nd year	10.74	11.38	12.06
		3rd year	11.08	11.74	12.45
B	Senior High: First Cook Baker	1st 6 months	9.25	9.81	10.40
		2nd 6 months	9.47	10.04	10.64
		2nd year	9.73	10.31	10.93
		3rd year	10.08	10.68	11.32
C	Assistant Cook Assistant Baker Salad Maker Satellite Coordinator	1st 6 months	8.16	8.65	9.17
		2nd 6 months	8.41	8.91	9.44
		2nd year	8.76	9.29	9.85
		3rd year	9.14	9.69	10.27
D	Cafeteria Helper Cashier Line Server Dishroom Pot and Pan Washer General Help Satellite Helper	1st 6 months	7.61	8.07	8.55
		2nd 6 months	7.84	8.31	8.81
		2nd year	8.20	8.69	9.21
		3rd year	8.69	9.21	9.76

SALARY SCHEDULE FOR
HALL SUPERVISORS

CLASSIFICATION		HOURLY RATES		
		1991-92	1992-93	1993-94
Hall Supervisor	1st 6 months	\$10.56	\$11.19	\$11.86
	2nd 6 months	10.72	11.36	12.04
	2nd year	11.06	11.72	12.42
	3rd year	12.04	12.76	13.53

APPENDIX B

AFSCME UNIFORM PROCEDURE

The Board of Education provides uniform allowances in various amounts as specified in the contract. The purpose of this benefit is to assist the employee in dressing appropriately for his/her work area, thus creating a positive image for the District. The following procedures are intended to further clarify the implementation of the uniform language in the contract.

1. The standard work uniform for operational employees will be a plain color slack and shirt uniform in a choice of five colors: gray, brown, blue, tan, green, to be worn either matched or mixed. Effective September 15, 1989, the standard work uniform color shall be navy blue.
2. Skilled maintenance personnel, maintenance helpers, head groundskeepers, assistant groundskeepers, head boiler operators and truck drivers may substitute blue denim slacks in place of the standard uniform slack. Approved work jackets may be purchased with the uniform allowance for the above-mentioned classifications. However, spending the allowance on a jacket does not exempt the employee from wearing the specified uniform at all times.
3. A plain jacket, plain sweater or plain colored sweatshirt (in good taste) with no logo may be worn over the uniform if additional warmth is required in the workplace.
4. An employee who transfers to a new classification which requires a different uniform than already purchased, may have thirty (30) work days from the day s/he reports to the new assignment to comply with the specified uniform for the new assignment. No additional uniform allowance will be provided if an employee has already received a full uniform allowance and changes jobs. S/he is expected to conform as nearly as possible to the specified uniform during the thirty-day period.
5. There will be no proration of the uniform allowance for new employees. No employee may receive more than 100% of a uniform allowance in any work year.
6. The bus driver uniform is the standard work uniform. Blue jeans or solid color corduroy slacks may be substituted for the standard uniform slack. Effective September 15, 1989, the standard work uniform color shall be navy blue.
7. The food service uniform consists of dark slacks or white; short sleeve cotton blouse in plain color; hard sole, closed toe shoes and hose or socks. Apron is provided by Preferred Meals, Inc.

8. Items 4, 5, 6 & 7 above will also apply to food service and bus driver employees.
9. The hall supervisor uniform shall be in accordance with the guidelines which are currently in effect in the building in which they work.
10. A plain T-shirt may be substituted in the summer in lieu of the uniform shirt, effective dates for wearing to be announced annually by the Manager, Custodial and Transportation Services. The T-shirt with School District logo may also be worn. These shirts may be purchased at the District warehouse at the employee's expense.
11. Foul weather gear consisting of a weatherproof jacket and pant suit will be provided at each building location. These are to be left in a central location and are to remain the property of the District. In addition, maintenance personnel and other positions required to spend considerable time outside will be provided foul weather gear as approved by their supervisor.
12. A safety shoe allowance will be provided by the District for approved personnel. The Manager, Custodial and Transportation Services must approve the initial allowance and/or the replacement after a minimum of two (2) years of use.
13. Exceptions to the above policy may be made by the Manager, Custodial and Transportation Services on an individual basis when the situation merits special consideration.
14. The annual uniform allowance shall be paid by individual check to each eligible employee no later than the beginning of the school year.

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