

MASTER AGREEMENT

TROY SCHOOL DISTRICT

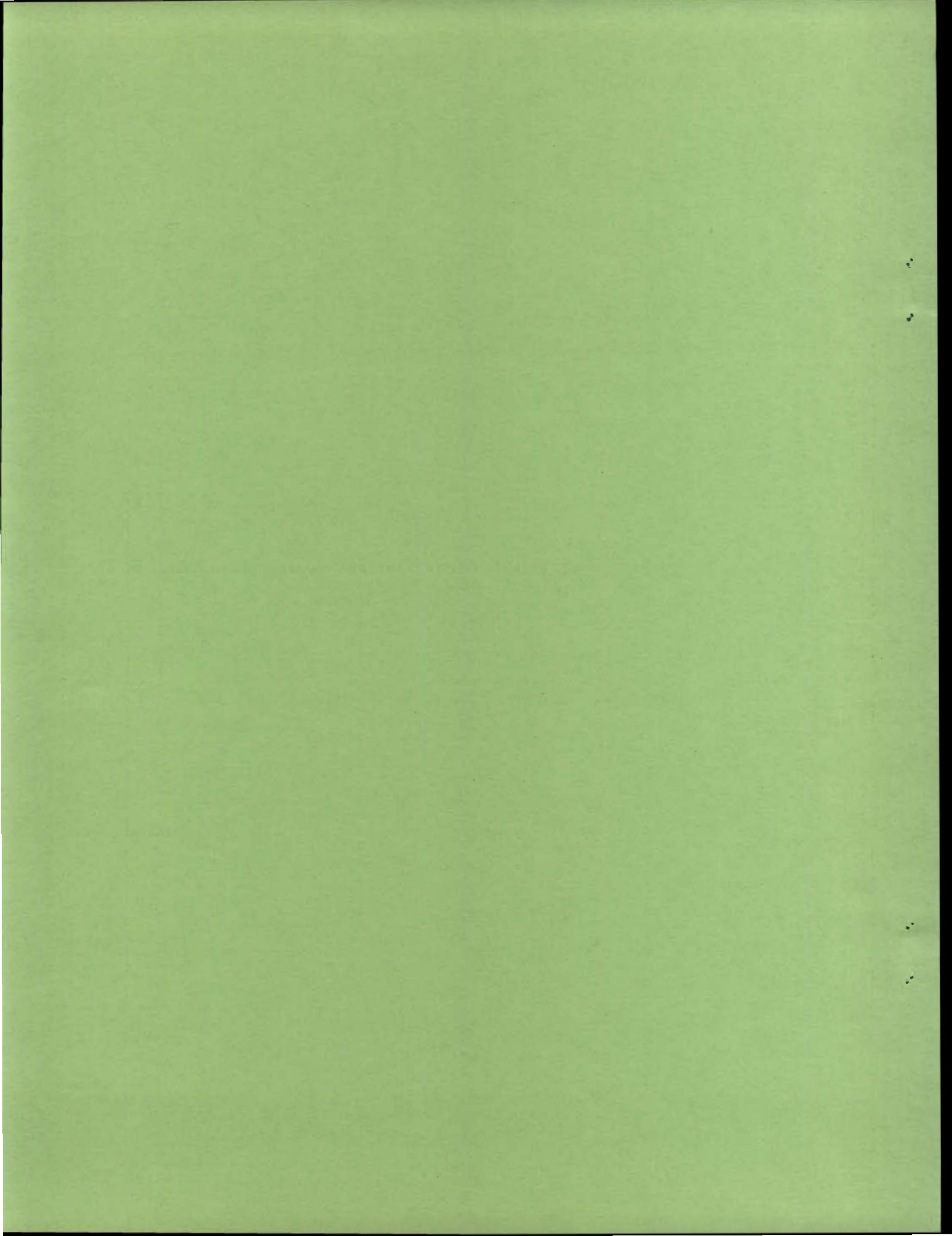
AND

**LOCAL 2277, MICHIGAN COUNCIL 25,
AFSCME**

1992-1995

**TROY SCHOOL DISTRICT
4400 LIVERNOIS ROAD
TROY, MICHIGAN 48098**

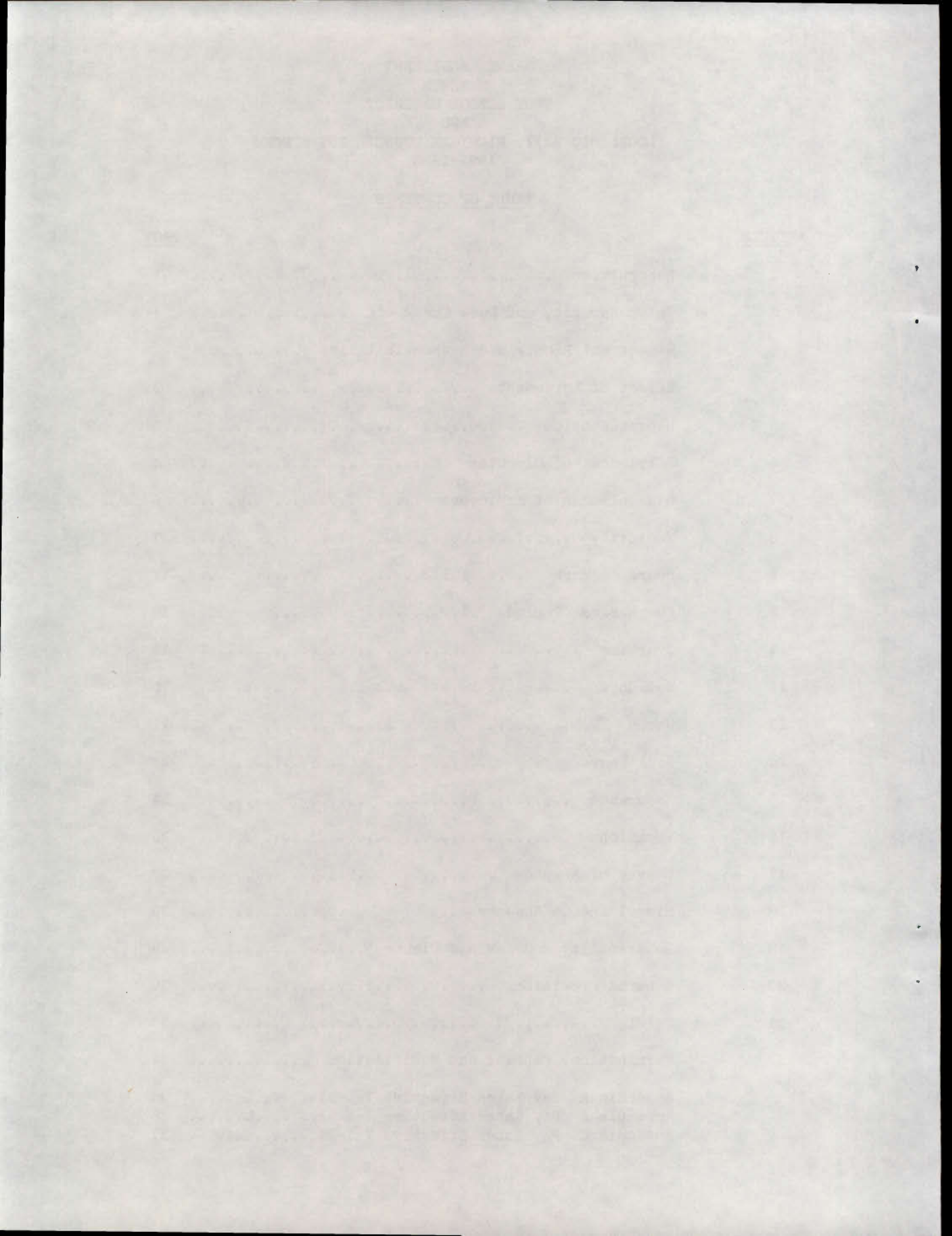
Troy School District



MASTER AGREEMENT
BETWEEN
TROY SCHOOL DISTRICT
AND
LOCAL NO. 2277, MICHIGAN COUNCIL 25, AFSCME
1992-1995

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MASTER AGREEMENT BETWEEN TROY SCHOOL DISTRICT

AND

LOCAL NO. 2277, MICHIGAN COUNCIL 25, AFSCME

PREAMBLE

This agreement entered into by the Troy School District, hereinafter referred to as the Employer, and Local No. 2277, Michigan Council 25, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its nonsupervisory custodial, maintenance, transportation and food service employees, including middle and elementary school head custodians, all maintenance employees, head cooks, teacher assistants, campus aides, but excluding noon aides, the Building and Grounds Supervisor, Transportation Supervisor and system-wide Food Services Supervisor, summer seasonal employees working less than sixty (60) days, substitutes, and part-time employees working less than ten (10) hours per week.

ARTICLE 2. Union Security and Dues Check Off

Section 1. Union Membership: Each employee who on the effective date of this Agreement is a member of the Union, shall as a condition of employment maintain his membership in the Union. Each employee hired on or after the execution of this Agreement, shall as a condition of employment, become a member of the Union, thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union.

Employees who fail to comply with this requirement, shall be discharged by the Employer, within thirty (30) days after receipt of written notice to the employer by the Union.

Section 2. Union Service Charge: Exception to the above condition, however, shall recognize that any employee may exercise his/her choice of the following alternate condition:

In lieu of Union membership any employee may pay the Union a monthly service charge equal to the current monthly dues. This contribution is a service fee toward the administrative cost of the Agreement.

Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the employer by the Union.

Section 3. Forms: The following authorization forms shall be used for check off of dues or service fees:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

To _____
NAME OF EMPLOYER DEPARTMENT

Effective _____ I hereby request and authorize you to deduct from my earnings
DATE

each _____ an amount sufficient to provide for the regular payment of
PAYROLL PERIOD

the current rate of monthly union dues established by AFSCME Local Union No. _____, Council No. _____. The amount shall be certified by Local Union No. _____, Council No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

EMPLOYEE'S SIGNATURE STREET ADDRESS

FORM F46 ● 21 CITY, STATE, ZIP CODE

Section 4. Days as used in this Article 2 refer to calendar days.

ARTICLE 3. Management Rights and Responsibilities

Section 1. It is recognized that the government and management of the School District, the control and management of its properties and the maintenance of its functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility. Such rights and responsibilities belonging solely to the Employer are hereby recognized prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of schools and other buildings, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise. It shall be mutually agreed upon, if and when the Employer contracts for work presently being done by employees of the Union. Work will be contracted or subcontracted

only when it can be done in the best interest of the District, which results in permanent loss of work, then an effort shall be made by the Employer to place said employees into new job classifications in accordance with the seniority and layoff sections contained herein.

Section 2. It is further recognized that the responsibility of the Employer for the selection and direction of the working forces, including the right to hire, discipline or suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Employer, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

ARTICLE 4. Effect of Agreement

Section 1. The Employer and the Union mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Employer and the Union in an amendment hereto which shall be ratified and signed by both parties.

ARTICLE 5. Representation

Section 1. The names of all officers and bargaining-grievance committee people in our bargaining unit shall be submitted in writing to the Employer by the Union upon election or appointment. The Employer will provide a chain of command chart yearly or as changes occur.

Section 2. The Employer agrees to recognize a Bargaining and Grievance Committee from the Troy Local No. 2277, which shall be composed of the President, Vice President, Secretary, Treasurer, a chief steward and stewards whose jurisdiction shall be in accordance with the following formula:

- A. The custodial group and campus aide group shall be represented by one (1) steward on each shift for a total of two (2) stewards.
- B. The transportation group shall be represented by one (1) steward.
- C. The food service group shall be represented by one (1) steward.
- D. The maintenance group shall be represented by one (1) steward.
- E. The teacher assistant group shall be represented by one (1) steward.

- F. The President and affected stewards, without loss of time or pay, will be allowed time off the job to investigate and present grievances to the Employer. The steward, upon making a request for such release time, will be granted permission as soon as possible, but in any event, not later than the next regularly scheduled working day. For the teacher assistant steward, except in unusual circumstances, the time off will not be taken when a substitute teacher is on duty.

Section 3. Meetings between the Employer's designated representatives and recognized Union committees shall be scheduled to commence at a mutually-agreed time.

Section 4. Special conferences for important matters will be arranged between the Bargaining-Grievance Committee and the Employer, which may, at the Union's option, include Council and/or international representatives of the Union. An agenda of the matters to be taken up at the meeting will be submitted by the party calling the conference.

ARTICLE 6. Settlement of Disputes

Section 1. Grievance Procedure:

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of the Agreement and this grievance procedure shall be the exclusive means for resolving grievances as defined herein.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.
- C. No grievance shall be processed unless it is presented within fifteen (15) working days of its occurrence or knowledge of its occurrence. The time limits set forth in steps one (1) through five (5) may be extended upon mutual consent of the parties. Said extension shall be in writing and signed by both parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that 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 a basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union

with its answer to the particular step within the specified time limits, the Union's last position shall be considered acceptable to both parties.

D. Grievances shall be settled in the following manner:

Step 1. An employee with a grievance will first discuss it with the department supervisor involved, with the objective of resolving the matter informally. The steward may be present during the discussion.

Step 2. If the grievance has not been settled, it shall be reduced to writing (reasonably identifying all grievants or the class of grievants) and presented, within five (5) working days to the department supervisor involved. The department supervisor involved or designee, shall meet within five (5) working days with the employee and the steward. Within five (5) working days after such meeting, the department supervisor involved shall give an answer, in writing, to the employee, the steward, and the Union President.

Step 3. If the answer to the grievance is still unsatisfactory, it may be appealed within fifteen (15) working days after the date of the employer's answer to the Superintendent or his/her designee by the Union. The Superintendent or his/her designee will schedule a meeting to hear the grievance within fifteen (15) days after receipt of the appeal. The meeting may be with Council staff representative, Local President, Local Vice President, Chief Steward and/or occupational steward and grievant. The Superintendent or his/her designee shall give his/her answer in writing with five (5) copies to the Union President within ten (10) working days after the date of the meeting.

Step 4. ARBITRATION. If the answer to the grievance is still unsatisfactory, either party may within fifteen (15) working days after the Superintendent or his/her designee's answer, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually accepted arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The

arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

ARTICLE 7. Disciplining of Employees

Section 1. The disciplining of employees is a management right and may include, but is not necessarily limited to, oral reprimands, written reprimands, suspensions and dismissal for just cause.

- A. Any oral reprimand, written reprimand, suspension or dismissal of an employee by a supervisor or other administrator should be done in private, not in front of other school nonsupervisory personnel, students, or parents.
- B. If a written record of an incident is inserted in a personnel file, the employee shall receive a dated copy within ten working (10) days of the administrator's knowledge of said incident. The employee's copy will note that the item is being inserted into said file. Only those items so processed may be used in disciplinary actions against the employee. The employee shall have the right to insert a rebuttal to any item. Any rebuttal so inserted shall be submitted within thirty (30) working days of receipt by the employee of the written record of the incident and shall be attached to the object insertion by the person responsible for said file.
- C. Rights to Representation. Employees shall at all times be entitled to have a Union representative present when being disciplined. The administration shall inform the employee of this right before disciplining the employee. If the employee requests a Union representative present, the administrator shall delay action until the Union representative is present. The employer shall notify, ask for and allow for the Union representative before the end of the disciplined employee's shift.

- D. A grievance challenging a suspension of three (3) or more days or challenging dismissal shall be initiated at Step 3 of the grievance procedure.

ARTICLE 8. Seniority

Section 1. Seniority Defined: The seniority of all employees shall commence with the first day of work as the most recent date of hire as a regular employee. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to last name at time of hire. A seniority list by group classification will similarly be provided. These lists will be provided each January and July on or before the fifteenth (15th) day. The President will be provided with a list of new hires, probationary completions, terminations, and other changes as they occur.

Section 2. Probationary: (a) New employees hired into the unit from the outside shall be probationary for the first sixty (60) working days of their employment. The parties may, by mutual consent, extend the probationary period up to an additional thirty (30) working days. Upon completion of their probationary periods, the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked.

- A. Teacher assistants hired into the unit from the outside shall be probationary until they have actually worked one (1) complete semester or ninety (90) working days of school session, whichever occurs first. Upon the completion of their probationary periods, employees shall attain seniority status, and their names shall be entered on the seniority list with their seniority dating from the first day worked. Fringe benefit coverage will commence as soon as possible from the first day of employment.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be applied as hereinafter provided, first within occupational groups, and finally District-wide. Occupational groups are to be transportation, custodial, maintenance, food service, teacher assistant and campus aide. Occupational groups are listed in Appendix A.

Section 3. Loss of Seniority: Seniority shall be broken and the employee shall be terminated and removed from the seniority list only for the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. If the employee is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the Employer.
- D. If the employee fails to return to work from layoff when recalled from layoffs, as set forth in the recall procedure provided herein.
- E. If the employee overstays a leave granted for any reasons, as hereinafter provided for three (3) consecutive working days, without notifying the Employer and/or fails to give explanations satisfactory to the Employer.
- F. If the employee is on layoff for a period of three (3) years or the duration of his/her District-wide seniority at the time of layoff, whichever is shorter.

Section 4. Location and Shift Preference: Location and shift bids will be awarded according to seniority. Transfer and promotions will be permitted out of the bargaining unit.

- A. Shift preference bids shall be permitted within each classification for transfer to a vacancy in order of seniority among those making the requests.
- B. Location transfer bids shall be permitted within the particular classification affected when openings occur and will be granted on a seniority basis. (Above will be in accordance with Section 10, part C.)

Section 5. Seniority of Officers and Stewards:

- A. Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event they are laid off to the first open job in their occupational group which they can perform.
- B. The President, Vice President, Chief Steward, and occupational group steward shall, in the event of a layoff, be continued at work at all times when one or more departments or fractions thereof are at work.
- C. The District recognizes these clauses to the extent that officers and stewards are elected biennially, and that these officers and stewards are not construed to have

protected seniority except during their official term of office.

Section 6 Layoff:

- A. The word "layoff" means a reduction in the working force due to a decrease of work and for reasons specified in Article 3, Section 2. Seniority shall be used within classification in applying the layoff provision of this agreement.
- B. If it becomes necessary for a layoff, the following procedures will be mandatory:
 - 1. Probationary employees shall be immediately laid off.
- C. The necessary number of least senior employees shall be removed from the affected classifications. Maintenance helpers, trainees and apprentices shall be considered in one classification in case of layoff only.
- D. Any least senior employee so removed shall be able to exercise seniority rights to bump. Any employee who is positioned to bump under Article 8, Sections 7 and 11, must use such bump in the following way:
 - 1. Within Occupational Group Seniority: The employee must stay within the same classification if the employee's occupational group seniority permits. The employee must decide if he/she wants to retain his/her shift or hours (providing he/she has sufficient occupational group seniority).
 - a. If he/she wants his/her current shift, he/she must first bump into a vacancy on that shift or with those hours. If a vacancy does not exist, the employee must bump then the lowest senior person on that shift or with those hours.
 - b. If he/she chooses not to retain his/her shift or hours, he/she must first bump into a vacancy. If a vacancy does not exist, the employee must bump the lowest senior person in that classification.
 - 2. If the employee cannot hold the same classification, the employee must bump into a lower paid classification in the same occupational group, providing his/her occupational group seniority permits. The employee must bump into a classification in which he/she is able to perform. The bump shall not result in an increase in pay. Step 1 of the pay schedule shall be used for comparing pay rates.

Employees shall maintain their step level. The employee must choose if he/she wants to retain his/her shift or hours (providing he/she has sufficient occupational group seniority.)

- a. If he/she wants his/her current shift, he/she must first bump into a vacancy on that shift or with those hours. If a vacancy does not exist, the employee must bump the lowest senior person on that shift or with those hours.
- b. If he/she chooses not to retain his/her shift or hours, he/she must first bump into a vacancy. If a vacancy does not exist, the employee must bump the lowest senior person in that classification.

E. Returning to Previous Occupational Group: If the employee cannot hold a classification within his/her current occupational group, the employee shall bump into any previous occupational group in which the employee still maintains seniority and has seniority sufficient to bump another employee.

1. The employee may bump into a classification using the D (2) procedure of this Section.

F. District-wide Seniority: Employees must use their previous occupational group seniority before using District-wide seniority. If the employee cannot hold a classification within the occupational group in E above, the employee may use his/her District-wide seniority to avoid a layoff by using the following procedure:

1. Into any classification on a District-wide basis into which the employee has previously worked.
2. Into any classification on a District-wide basis, in which his/her District-wide seniority entitled him/her, where the employee can satisfactorily meet the standards and perform the duties of the job.
3. If, in the event the employee proves unsatisfactory in the position and is removed by the Employer, such removal may be subject to the third step of the grievance procedure.

G. An employee who has bumping rights as set forth in letters E and F above shall have the right also to accept the layoff until recalled.

H. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed, shall be laid off.

- I. Employees to be laid off will be given at least fourteen (14) days notice of layoff. The President, Chief Steward and occupational steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees. This notice shall not apply where the layoff is a result of circumstances unforeseen by the Employer.
- J. Employees shall accrue seniority while on layoff, up to three (3) years.
- K. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.

Section 7. Recall Procedure: When the working force is increased after a layoff, laid off employees shall be recalled in the inverse order of the layoff, the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off, or if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last-known address on file with the Employer and shall require that the employee report to his/her supervisor within three (3) workdays after the date of delivery or proof of nondelivery. The employee, if employed elsewhere, will be allowed a fourteen (14) calendar day grace period in which to give proper notice of resignation to said Employer. The employee must then report to work on the next workday following the fourteen (14) calendar day grace period.

Section 8. Transfers:

A. Transfers Between Occupational Groups:

Transfers between occupational groups are at the Employer's option. Interested employees may submit a letter of interest before the posting expires. All applicants meeting the posted qualifications will be interviewed.

B. Within the bargaining unit:

- 1. Between occupational groups. When an employee moves from one occupational group to another occupational group, then said employee's seniority into the new occupational group shall commence with the first day worked in the new group.
- 2. Seniority for computation of vacations, retirement, holidays, or any other fringe benefits shall be from date of original hire into the Troy School District, provided, however, in the event an employee changes occupational groups with an increase in the number of regularly scheduled paid hours,

- a) his/her accumulated sick leave shall be adjusted downward to reflect the increase in regularly scheduled paid hours, and
 - b) his/her seniority for purposes of determining vacation shall be based upon the number of regularly scheduled hours paid divided by 2,080.
3. An employee who has moved from one occupational group to another occupational group and moves back to his/her original occupational group, shall retain the seniority she had accumulated in that original group before he/she moved. However, an employee successfully completing the trial period in accordance with the provisions of Article 8, Section 10, shall remain in that occupational group for at least one hundred eighty (180) working days.

C. Out of the bargaining unit:

1. An employee who transfers or who is promoted to a position under the Employer not included in the bargaining unit, shall have his/her accumulated seniority frozen after the sixtieth (60th) day after said transfer.
2. In the event the employee returns to the bargaining unit, the employee shall be reinstated in the same job classification within the group classification he/she had prior to leaving the bargaining unit, provided there is an opening, and shall exercise his/her bargaining unit seniority thereafter. The time spent out of the bargaining unit will not be counted toward seniority within the unit after the sixty (60) day period.
3. Those employees who leave the bargaining unit but still remain employees of the Troy School District and who re-enter the bargaining unit shall have total years of service with the Troy School District counted as the basis in determining salary placement, vacation, and longevity.

Section 9. Promotions: Promotions within the bargaining unit occupational group shall be made on the basis of seniority, attendance record, work record for the past five years and ability to meet the trial period outlined in Article 8, Section 10 (D).

Section 10. Promotion and Transfer Bidding:

- A. Job vacancies will be posted for a period of five (5) working days on the Union bulletin board. The posted notice shall set forth the job title, shift and location of the opening and the approximate number of hours required.

- B. Employees interested shall apply within the five (5) working day posting period. The employees bidding for the job must file their bids in writing with the designated supervisor. The employee shall retain one (1) copy of the form, send one (1) copy of the form to his/her steward, and the supervisor shall retain the original.
- C. Transfer in Classification. The senior occupational group applicant possessing the ability to perform in the position shall be granted the transfer. In the event the senior applicant was denied the transfer, the reasons will be submitted upon request to the employee and the Union in writing. This section shall not apply to teacher assistant positions.

For vacancies posted during the school year, teacher assistants may apply for the vacancy with the understanding that if selected for the position, the transfer will become effective with the start of the next school year.

- D. Promotions. The person awarded the promotion shall fill the job as soon as possible within five (5) working days after the posting period, and shall be granted a thirty (30) working day trial period. This shall not prevent the School District from disqualifying the employee where lack of ability to qualify is obvious. The trial period shall determine (with the exception of teacher assistants who will serve a ninety (90) working day trial period).
1. The desire to remain on the job.
 2. The ability to perform the job.
- E. During the thirty (30) working day trial period, the employee shall have the right to revert back to his/her former position. If the employee is unsatisfactory in the new position, and is denied the opening, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the third (3rd) step of the grievance procedure (with the exception of teacher assistants who will serve a ninety (90) working day trial period).

In the event an employee reverts to his/her former position, the position he/she is vacating shall be re-posted.

- F. Bids will be awarded first within occupational groups (custodial, maintenance, food service, campus aides, teacher assistants, transportation). In the event a job

vacancy is awarded on a district-wide basis, said employee will not bid out of that occupational group for a minimum of one hundred twenty (120) working days except in the event of layoff.

- G. When a vacancy occurs which is not brought about through sickness or accident or which is more than sixty (60) working days of noncompensable leave, said vacancy shall be posted in all buildings in a prominent place. During the regular school year, the posting shall be made no later than fifteen (15) workdays after the position is actually vacated.

When a vacancy occurs which is brought about by sickness or accident, if it is apparent the absence will be longer than ten (10) workdays, the position will be posted as a temporary vacancy. If the absence of the employee exceeds six (6) months, the position shall be considered to be a permanent vacancy and posted accordingly.

Absent employees shall be returned to their position if the absence does not exceed six (6) months. If the absence exceeds six (6) months, the absent employee will have the right to bump the least senior employee in the classification and shift (hours for food service employees) which he/she held prior to the absence. If he/she lacks the seniority to so bump, then he/she will have the right to bump the least senior employee in the classification which he/she held prior to the absence.

When the Employer decides to fill a vacancy, it shall be posted as outlined above and shall be filled through the bidding system, or, if no bids are received, then by new hires.

- H. If an employee is off work for the summer recess, is going on vacation, sick leave or leave of absence and wishes to be considered for vacancies that occur during his/her absence, he/she shall request in writing to the administrator in charge the vacancies for which he/she wishes to be considered. The administrator will notify the employee if an opening occurs.

(NOTE: For seasonal employment see Article 20, Section 7, page 32.

- I. Temporary Vacancies. When an employee is awarded a job and his/her vacancy is open and/or then posted, the qualified seniority employee in the next lower classification or that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay, if any is involved. Thereafter, the District may fill the resulting vacancy at

its discretion or leave the position vacant. This will also apply on day-to-day absences where regular assigned employees are not available.

- J. Triplicate bid forms, like the following, will be available to all vacancy posting places in all buildings:

TROY SCHOOL DISTRICT

Bid Form

Date _____

I, _____, wish to place my bid
Name

on _____ in _____
Job Title Place

Posted on _____ My seniority date _____
Date of Posting

Past Experience

Signature of Applicant

- K. The Chief Steward will be provided with a list of all transfers, promotions and/or all other changes of status of employees in the bargaining unit.
- L. The posting and selection of bus runs shall be made at the beginning of the school year, on the second Tuesday before Labor Day.

Openings during the school year will be posted as outlined in this section. Drivers will make their selections on a seniority basis. Regularly scheduled runs between the morning and afternoon runs, which are established as a result of unique programs, will be selected by seniority to drivers who do not have a Kindergarten run.

In June, Wing Lake drivers shall be given the option to drive the same Wing Lake run for that summer. In the event the driver shall choose not to drive that Wing Lake run, the run shall be posted. Non-Wing Lake Special Education runs will be posted in June and awarded on a seniority basis.

- M. The Employer agrees to assign bus mechanics' duties as evenly as possible among the mechanics.

Section 11. An employee will not be permitted to exercise his/her seniority in the form of a bump unless he/she is positioned in the following way:

- A. The employee's regular job or part of the regular job hours is abolished.
- B. The employee is bumped.
- C. The employee returns from sickness or accident leave of absence which is longer than six (6) months and where his/her former position has been filled as a result of a permanent posting.
- D. The employee's job description or responsibilities has been changed so that it does not fit the original job posting.
- E. In the event a change is made in a bus route that substantially alters that route (except Kindergarten or Special Education), a special conference will be arranged between the Bus Supervisor, the driver and his/her steward in an attempt to resolve the issue. If no solution is agreed upon, the driver will be allowed to bump.

Bumping will not be permitted out of classification while a least senior employee is working. Bumping for D and E above will be void if a least senior employee is not available. A bump must be placed with the supervisor within three (3) working days of the above-known conditions.

Section 12. The Employer will not subcontract any work normally performed by its work force as long as employees are available and the necessary equipment is owned by the School District.

Section 13. Involuntary Transfers:

A. Disciplinary Transfers.

The Employer retains the right to transfer employees for disciplinary reasons at any time under the following circumstances:

1. Prior approval of the Executive Director-Personnel Services or the Executive Director-Auxiliary Services will be obtained.
2. Transfers for disciplinary reasons may be effected for an indefinite period of time; however, employees who have been involuntarily transferred may bid on vacancies.

3. Involuntary transfers for disciplinary reasons may be subject to the grievance procedure.

B. Nondisciplinary Transfers.

The Employer retains the right to transfer employees for reasons other than discipline under the following circumstances:

1. Prior approval of the Executive Director-Personnel Services or the Executive Director-Auxiliary Services will be obtained.
2. Employees to be transferred must be notified and transferred during the months of July and August. The transfer will be for a period of up to forty-five (45) working days. The Employer and the Union may agree to one forty-five (45) working day extension.
3. The transferred employee shall return to the position which he/she held prior to the transfer. The employee will not again be transferred for the remainder of the school year in which the transfer occurred.
4. No employee shall be reassigned to a position which results in reduction of pay, fringe benefits or change in work shift unless agreed to by the employee. Loss of overtime pay will not be considered a reduction in pay.

ARTICLE 9. Hours of Work

Section 1. Regular Hours: Except for bus drivers, the regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

Section 2. Work Week: The normal work week shall consist of five (5) consecutive eight (8) hour days, except that it may be interrupted by a thirty (30) minute lunch period, Monday to Friday, inclusive. The bus drivers', cooks', and part-time custodians' normal work week shall consist of five (5) consecutive days. If conditions arise such that hours of work and shifts and/or work weeks must be changed, such changes shall be subject to negotiation.

The teacher assistant work week shall consist of five (5) consecutive six and one-half (6½) hour days, Monday through Friday. Exclusive of the six and one-half (6½) paid hours, the employees shall be entitled to a one-half (½) hour uninterrupted lunch period.

Section 3. Work Shift: All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 4. Work Schedule: Work schedules showing the employees' shifts, workdays, and hours shall be posted in each building. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Union.

Section 5. Food Service Shifts: Work schedules in each cafeteria will be established showing the regular starting times and minimum number of hours. Assignments in each shift will be made in accordance with requirements for utilization of individuals with classifications. The School Administration will endeavor to assign hours on as regular a basis as is consistent with work needs.

Section 6. Transportation Shifts: (For bus drivers and bus monitors) A minimum of two (2) hours will be paid for any bus run, including field or sports runs. A regular shift will consist of two (2) minimum shifts: One morning, consisting of high school, middle school and elementary pickup; and one afternoon, consisting of high school, middle school and elementary take home. An elementary run may be substituted for a middle school run. Special Education runs may be substituted for a high school, middle school and elementary run. Kindergarten runs, consisting of a morning take home and afternoon pickup will be awarded to a regular driver on the basis of seniority and will also have a basic two (2) hour minimum. Drivers making three (3) school runs in a regular shift or substituted shift will be guaranteed a minimum of two (2) hours per shift. Drivers making four (4) school runs in a regular or substituted shift will be guaranteed a minimum of two (2) hours and fifteen (15) minutes per shift. Drivers making five (5) school runs in a regular or substituted shift will be guaranteed a minimum of two (2) hours and thirty (30) minutes per shift. If a driver or bus monitor is required to work beyond the regular shift, the driver or bus monitor shall be paid for actual time worked.

Section 7. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least one-half of the number of hours in his/her normal workday or in the case of overtime work, at least one-half the number of hours he/she was scheduled to work overtime.

Section 8. Any employee required to make an extra trip to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half.

Section 9. On days when students are excused due to bad weather, for safety reasons, teacher assistants will not be required to report to school. Inasmuch as this is a paid workday, the teacher assistants will report as soon as practical on these days. On days when students are dismissed early due to an emergency situation (i.e., weather, civil disaster, etc.), the teacher assistants shall be excused as soon as all students and/or buses have left the building.

Section 10. On days when inclement weather is apparent, the drivers, food service and transportation employees will be required to contact the Troy School District's "Newslines" before 5:45 a.m. to receive a tape recorded message indicating direction as to whether he/she will be required to report to work. These employees will be required to leave a telephone

number where the employee can be reached with the supervisor. This is in case schools are closed after 5:45 a.m.

When the District schools are closed by the Employer because of emergency situations, the drivers, food service and transportation (drivers and monitors) employees may charge the absence against his/her vacation leave, sick leave or personal business leave and will be paid if a day is available. At the Employee's option, the day may be taken without pay.

ARTICLE 10. Lunch Break Periods

Section 1. All employees will be granted a thirty (30) minute lunch period without pay during each work shift.

All bus drivers whose total continuous time on duty exceeds four (4) hours, which causes them to be away from their normal eating area and must purchase a meal, will be reimbursed the actual, necessary and reasonable cost of the meal.

Runs classified as field or sports trips shall include coverage of actual, necessary and reasonable expenses, such as meals, lodging incurred on this run.

Section 2. All employees' work schedules shall provide for fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, whenever this is feasible. Food service employees shall be entitled to a ten (10) minute rest period if working less than four (4) hours .

Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Section 3. Employees shall be granted a necessary and reasonable cleanup period prior to the end of each work shift and prior to the start of the lunch period.

ARTICLE 11. Overtime

Section 1. Rate of Pay: Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. Daily: All work performed in excess of eight (8) hours.
- B. Weekly: All work performed in excess of forty (40) hours on any work week.

- C. Saturday: All work performed on Saturday shall be time and one-half the employee's regular hourly rate of pay, except as described below:

The overtime rate specified above for Saturday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid time and one-half for all work performed on the sixth (6th) or seventh (7th) day of their regular work week, except Sunday, which shall be double time.

Section 2. Sunday Work: All work performed on Sunday shall be at the double-time rate.

Section 3. Transportation: All field and sports trips will be divided as equally as possible with the initial order determined by seniority and rotated. Trips will be paid at the driver's regular rate except after 5:30 p.m. and on Saturdays, which will be paid time and one-half, and Sundays, which will be paid double time. Such trips will be distributed from among the drivers regularly working fifteen (15) hours or more per week, if available.

Section 4. Food Service: Food Service employees will be paid time and one-half for all hours worked after 7:00 p.m. in addition to the overtime rates of pay established in Sections 1 and 2 on evening banquets. All food service employees working ten (10) hours or more per week shall be eligible to work on banquets. The Food Service Supervisor will select the cook manager to be in charge of the banquet on a rotating basis. The Food Service Supervisor will rotate equally the opportunity for banquet work from the list of eligible food service employees.

Section 5. Distribution: Overtime work shall be divided as evenly as possible within each building. In other departments or classifications, overtime shall be divided by seniority as equally as possible on a rotating basis.

Section 6. Work at Employee's Option: Overtime work shall be voluntary. If no qualified person in a building or department or classification agrees to work an overtime assignment and no one from another building or department or classification agrees to do it, the employee at the bottom of the seniority list for overtime in that building or department may be required to do it. There shall be no discrimination against any employee who declines to work overtime.

Section 7. Holiday Work: If an employee works on any of the holidays listed, he/she shall be paid in addition to his/her holiday pay double time for all hours worked.

ARTICLE 12. Holidays

Section 1. Holidays Recognized and Observed: The following days shall be recognized and observed as paid holidays:

Warehouse Workers/Custodial/Maintenance/Full-year Transp. Employees

Labor Day
Thanksgiving and the Friday after
Christmas Day plus one (1) day before
New Year's Day plus one (1) day before
Good Friday
Memorial Day (M-F) plus Monday or Friday when Memorial Day
or Independence Day is on a Tuesday or Thursday
Independence Day

Food Service/Transportation/Teacher Assistant/Campus Aide Employees

Labor Day
Thanksgiving Day and the Friday after
Christmas or New Year's Day plus additional day during
Christmas holidays
Good Friday
Memorial Day (M-F) plus Monday or Friday when Memorial Day
is on a Tuesday or Thursday (same for Independence
Day, if working)

Section 2. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

Section 3. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday, except for Memorial Day. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 4. Holiday Work: If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates in addition to his/her holiday pay: Double time for all hours worked.

Section 5. Holiday Hours for Overtime Purposes: For the purposes of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 6. Employees in each occupational group will be provided one holiday in addition to those named above. Requests for this holiday shall be made at least two (2) weeks in advance. The Employer shall approve or deny the holiday request at least one (1) week in advance. The Employer shall not deny the holiday unless 20% of the classification on the employee's shift (no less than one) will be absent on the holiday requested.

ARTICLE 13. Wages

Section 1 Wage Schedule: Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendices A, B, and C. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Employees shall move from the minimum step in the pay range to the maximum step in six (6) month increments, except that the Employer will give credit for previous experience in placing a new employee at an appropriate step. Changes will be made on January 1st and July 1st of each year. If the employee has had four (4) months or more of regular employment, he/she will be advanced to the next step on the change date.

Section 2. Work Out of Classification: Employees required to work in a higher classification, for three (3) hours or more, shall be paid the rate of the higher classification for the entire day.

Section 3. Shift Differential: All custodial-maintenance employees in all classifications will receive a ten (10) cent per hour additional differential for all work performed when a shift starts after Noon. For shifts commencing after 10 p.m. employees shall be eligible for a fifteen (15) cents per hour differential in addition to their base hourly straight time set forth in the appendix.

Section 4. Longevity: Longevity will be paid at the rate of one-half (1/2) increment after every eight (8) years of service, a full increment will be paid after fourteen (14) years of service has been performed, and one and one-half (1 1/2) increment after twenty (20) years of service. A full increment will be the average difference between the wage scale steps of the employee, but shall not be less than sixteen (16) cents per hour.

Section 5. Pay Period: The salaries and wages of employees shall be paid biweekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be payday.

Section 6. If a new position should be created or a significant change be made in the method of operation, a temporary rate may be established by the Employer for a period not to exceed ninety (90) days. During this period the Employer and the Union shall bargain on the rate of the position.

Section 7. Mileage: All employees required to drive their own vehicle during the performance of their job shall be paid the same as the IRS maximum rate in effect on September first of each school year or twenty (20) cents per mile, whichever is greater.

ARTICLE 14. Sick Leave

Section 1. Annual Leave: A total of fourteen (14) days per year shall be allowed without loss of pay for the following reasons:

- A. Personal illness
- B. Serious illness in the immediate family which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse or brothers and sisters of the employee
- C. Death of a relative
- D. Four (4) of the fourteen (14) total annual leave days may be used for personal business
- E. The employee may borrow in advance from the following year's annual leave allowance by executing a promissory note in favor of the Troy School District, said note to be cosigned by the Union.

Section 2. Accumulated Leave Days: All the unused leave days shall be added at the end of each fiscal year to the employee's leave day reserve, provided that such leave day reserve shall not exceed a total of 148 days. Said leave day reserve may be used for reasons (A), (B), and (C) above and/or for a basis of calculating severance pay for one-half of a maximum of sixty (60) days of accumulated leave upon termination of employment in Troy Schools. Severance pay will not be paid in cases where proper notice of leaving was not given or where illegal, immoral or other unethical conduct by the employee is involved. In case of death, the employee's beneficiary on his/her retirement card shall receive said reimbursement.

Employees may donate accumulated sick leave days to fellow employees who have exhausted their sick leave days. Such donations are voluntary and will be deducted from the employee's total accumulation of sick days. No employee may donate more than a total of two (2) sick leave days per contract to one individual.

Section 3. Absence from a Paid Workday:

- A. When an employee is absent from a paid workday, he/she shall not receive his/her salary for such day unless his/her absence is covered under the following paragraphs of this Section.
- B. Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the department supervisor ahead of time, or risk loss of pay for the holiday. If more people request such time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.

Section 4. Adjustments Due to Unfinished Contract: Employees who leave the employment of the Troy School District before termination of the current year's operation for reasons other than those beyond his/her control will forfeit one (1) leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustments for such forfeiture shall be made on the employee's final paycheck.

Section 5. Worker's Compensation: Any employee who is injured in the line of duty, shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan plus any other benefits from Social Security or other public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed sixty (60) calendar days, without reduction of accumulated sick leave instead.

Section 6. Salary Continuance Insurance: (See Article 15, Section 6)

Section 7. Contagious Diseases: Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in cases of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, hepatitis and conjunctivitis; but not for diseases such as influenza, colds, coughs or any other disease.

ARTICLE 15. Insurance

Section 1. Hospitalization Insurance:

- A. Full premium for twelve (12) months will be paid by the Employer for hospitalization insurance for an individual employee and/or full premium for two (2) persons or for the full family coverage under MVF-1 Blue Cross-Blue Shield Master Medical Plan. Employees must be working regularly twenty (20) hours per week or more to be eligible. Food service employees hired on or after October 1, 1989 must be working regularly thirty (30) hours per week or more to be eligible. A prescription rider will be provided, paying anything over two dollars (\$2.00) per prescription. A ML Rider will be provided.

Beginning July 1, 1987, full premium for twelve (12) months will be paid by the Employer for hospitalization insurance for an individual employee and/or full premium for two (2) persons or for the full-family coverage under a plan comparable to Blue Cross-Blue Shield's Four Point Plan.

- B. Option to Health Insurance: Employer will provide an advance election cafeteria plan which provides at least \$300 additional annual salary for eligible employees who elect not to be covered by the District health plan.

Section 2. Life Insurance: The Employer will pay the premium on a policy that will provide \$20,000 term life insurance for each employee working regularly twenty (20) hours or more per week. Food service employees hired on or after October 1, 1989, must be working regularly thirty (30) hours per week or more to be eligible. Such insurance may be converted to some type of individual life insurance plan at the cost of the employee upon his/her termination. Effective July 1, 1990, the policy shall be amended to provide \$22,500 of coverage. Effective July 1, 1991, the policy shall be amended to provide \$25,000 of coverage.

Section 3. Insurance Contracts: All master insurance contracts will be kept by the Employer, and a complete copy of each contract will be given to the President. In addition, employees will be given descriptive pamphlets of insurance.

Section 4. Dental Insurance: The Employer agrees to pay the premium on a policy that will provide for all employees, who are regularly scheduled to work twenty (20) hours or more per week, a dental care program equal to the Delta Dental Plan D04. Food service employees hired on or after October 1, 1989, must be working regularly thirty (30) hours per week or more to be eligible. There shall be no coordination of benefits allowed, either external or internal. It is understood that any employee who has dental coverage from another employer source is not eligible for the above coverage.

The Employer will select an insurance carrier and pay the premium to provide the following dental benefits for all employees who are regularly scheduled to work twenty (20) hours or more per week. Food service employees hired on or after October 1, 1989, must be working regularly thirty (30) hours per week or more to be eligible.

- Class I Basic Dental Services
- Class II Prosthodontic Dental Services
- Class III Orthodontic Dental Services (to age 19)

Class I, Class II and Class III benefits as described above will be provided at a benefit level of 80 percent. Class I and II benefits shall be limited to \$1,000 per contract year per member and Class III benefit shall not exceed a lifetime maximum of \$1,000 per person. The insurance carrier selected by the Employer shall provide a policy that shall not provide for coordination of benefits either internal or external. It is understood that any employee who has dental coverage from another employer source is not eligible for the above coverage.

Section 5. Vision Insurance: The Employer agrees to pay the premium on a policy that will provide for all employees who are regularly scheduled to work twenty (20) hours or more per week a vision care program equal to MESSA Vision II, basic plan plus Group E Program, which includes dependent college students up to age twenty-five (25). Food service employees hired on or after October 1, 1989, must be working regularly thirty (30) hours per week or more to be eligible. The Employer shall have the right to change the insurance carrier as long as the basic benefits and options set forth in the MESSA Vision II policy continue in effect in any new policy issued by a subsequent carrier.

Section 6. Salary Continuance Insurance: The Employer agrees to pay the premium on a policy that will provide long-term disability income insurance to cover all regular employees under the maximum age for retirement as established by the Federal government and working at least twenty (20) hours per week after the first sixty (60) calendar days of any illness or disability. Food service employees hired on or after October 1, 1989, must be working regularly thirty (30) hours per week to be eligible. Such insurance shall pay up to two-thirds (2/3) of their regular salary, subject to a maximum benefit of two thousand five hundred dollars (\$2,500.00) per month and reduced by any amounts paid or payable under Worker's Compensation, Social Security or any school sponsored pension plan. The remuneration under this Article is as established under the company's policy and is paid at the daily rate (seven (7) days per week, fifty-two (52) weeks per year) or 1/365ths of the annual salary of the employee. This remuneration is paid up to retirement, death or the ability to return to work, whichever occurs first, effective July 1, 1984.

The Employer agrees to pay the premium on the health care insurance policy for a maximum of sixty (60) calendar days for the employee who has exhausted his/her sick bank and is on a health care leave of absence awaiting the beginning of the qualifying period of the long-term disability income insurance policy.

Subject to the insurance carrier's rules, an employee on a health care leave of absence may pay the District in advance of every month the premium cost to continue his/her health insurance coverage for a period not to exceed twelve (12) consecutive months immediately following the completion of the District's health insurance premium payment obligations.

Section 7. If an employee is injured on the job, the Employer agrees to continue to pay the premium for the above insurances at no cost to the employee for a period not to exceed twelve (12) months from the date of injury.

Section 8. The nature, amount, extent, commencement, duration, and term of benefits and coverage, as specified for all insurances in this Article, shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Employer's only obligation shall be to pay the required premiums for said insurances. Any claim settled between the employee and the carrier shall not be subject to the grievance procedure of this collective bargaining agreement.

ARTICLE 16. Vacations

Section 1. Vacations for Full-Year Employees:

Two (2) weeks after one (1) year
Three (3) weeks after five (5) years
Four (4) weeks after ten (10) years

Section 2. Vacations for Transportation Drivers, Monitors, Campus Aides and Food Service Workers: Transportation and food service workers who have at least four (4) years of service to the District will be paid one week's vacation time each year at the end of the school year.

Section 3. Vacations for Teacher Assistants Working the School Year:

One (1) week after one (1) year
Two (2) weeks after five (5) years

Vacation time may not be taken on days when school is in session.

Section 4. Transportation employees who work the school year plus thirty (30) working days receive the same benefits as provided in Article 16, Section 1.

ARTICLE 17. Leaves of Absence

Section 1. Eligibility Requirements: Employees shall be eligible for leaves of absence after serving the probationary period with the Employer, provided that such leaves of absence shall be subject to the discretion of the Employer, and provided further that such leaves of absence shall not be granted if the efficient operation of the schools would be thereby jeopardized.

Section 2. Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time of the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short-term leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

An employee shall accrue seniority only while on military leave, while using sick days, or while on an illness leave of absence. Employees who exhaust sick days shall be automatically placed on an illness leave of absence.

An employee on an approved personal leave of absence of sixty (60) calendar days or less shall suffer no loss of seniority or fringe benefit accumulation. However, on personal leaves of absence longer than sixty (60) calendar days, the employee will not accumulate seniority for the entire period of leave.

Section 3. Employees who become pregnant and who wish to continue their employment shall request a noncompensatory leave, including a physician's statement verifying the estimated date of confinement. The request shall be made no later than the fourth (4th) month of pregnancy. The leave will begin when the employee and her physician determine the need, subject to the right of the Employer to seek a consulting opinion. The period of leave shall either be for the duration of the mother's actual disability or for the duration of the school year. The employee shall indicate which of the foregoing options she selects when she requests the leave.

Employees who select the leave period to be the duration of the mother's actual disability shall not suffer any loss of seniority or fringe benefit accumulation. In the case of employees who select the longer term leave period, seniority shall not accumulate during the entire period of leave.

Section 4. Child Care Leave: The Employer may grant leaves of absence for child care of up to one year. These leaves shall be considered the same as personal leaves with respect to the Employer's discretion to grant them, and the seniority provisions which are applicable.

Section 5. Medical Leaves: Employees may request medical leaves of absence. Further, employees who exhaust their sick days shall automatically be placed on leave of absence. Such leaves may extend up to one (1) year. In any event, an employee must furnish the Executive Director-Personnel Services with a letter from his/her licensed physician recommending and stating the reason for the health care leave of absence in advance of the commencement of said leave and/or at the time the employee requests a leave extension, which extension may be renewed for one (1) additional year. Upon return to regular employment with a doctor's clearance, the employee will be reinstated in accordance with ARTICLE 8 of this Agreement.

Section 6. Union Leave: One (1) member of the Union elected to a local union position or selected by the Union for employment, which takes the member from his/her position with the Employer, shall, at the written request of the Union receive a leave of absence for a period of one (1) year, and said leave may be extended at written request by the Union. Said leave shall be without pay and fringe benefits and no seniority shall be accrued. Reinstatement shall be in accordance with ARTICLE 8 of this Agreement.

Section 7. Military Leave: All provisions of this form of leave shall be in accordance with State and Federal laws governing such leaves.

ARTICLE 18. Miscellaneous Absence

Section 1. Absence due to Court Appearance: In a case connected with employment in Troy Schools or due to being subpoenaed on any proceeding connected with schools will be paid for duties without being charged against sick leave or business leave days.

Section 2. Absence due to Jury Duty: If an employee must serve on jury duty, he/she will be paid the difference between the jury pay and the employee's regular pay without loss of leave days.

Section 3. Absence due to Religious Observances: Absence due to religious observances may be deducted from current sick leave as personal business days up to a maximum of two (2) more days of leave than normally allowed for personal business.

Section 4. Approved attendance at conferences or conventions or other education meetings, will not result in deduction from leave days but will be paid for in accordance with Board Policy No. G-1202. Personal business days may be used for attendance at conventions of the Council and International Union.

ARTICLE 19. Separability and Savings Clause

Section 1. If any provisions of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any provision is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

Section 3. The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability, that may arise by reason of the Employer's complying with any of the provisions of this Agreement.

ARTICLE 20. General Provisions

Section 1. Pledge Against Discrimination and Coercion: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, handicap, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative or any employee against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Union Bulletin Boards: The Employer agrees to make available suitable bulletin board space in convenient places in each building to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin space. All such notices and bulletins shall be signed by authorized local Union representatives.

Section 3. Union Activities on Employer's Time and Premises: The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to do the following things provided the Employer or its agent shall first approve any lengthy conferences and provided such conferences shall not substantially interfere with the employee's performance of his/her duties. However, during a conference, Union representatives will not be required to leave in order to return to work unless the meeting or conference is completed.

- A. Post Union notices each in his/her own building.
- B. Transmit urgent communications, authorized by the local Union or its officers, to the Employer or its representative.
- C. Consult with the Employer, its representative local Union officer, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Visits by Union Representatives: Council representatives of AFSCME, AFL-CIO shall have access to the premises of the school district at reasonable times to investigate grievances and other problems with which they are concerned. But these representatives shall first notify the Executive Director-Personnel Services or the Superintendent of Schools, in the absence of the Executive Director-Personnel Services, before going

anywhere in the school district and receive his/her permission to do so, provided such permission shall not be unreasonably withheld.

Section 5. Work Rules: All existing work rules and practices will be subject to discussion before being changed, and all future work rules will be subject to discussion between the Employer and the Union before they become effective.

- A. **Revising:** When existing rules are changed or new rules are established, they shall become effective, except in emergency, ten (10) days after being posted.
- B. **Informing Employees:** The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules as soon as they are printed and discussed with the local Union. New employees shall be provided with a copy of the rules at the time of hire.
- C. **Enforcing:** Employees shall comply with all reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new existing rules shall be resolved through the grievance procedure.
- D. **Job Descriptions:** Job descriptions for each classification will be prepared within ninety (90) days of signing of the contract. Any questions relative to job descriptions or lack of same shall be subject for special conference.

Section 6. Uniforms and Protective Clothing:

- A. Each food service employee shall receive three (3) uniforms per year, prior to November first. These uniforms should be of reasonable quality in a grade of material that is not see-through. Each employee is responsible for laundering his/her uniforms. Suitable towel service and aprons will be provided as needed. Employees will be allowed to wear decorative aprons of their own at their own expense.
- B. Each custodian and the Central Stores driver shall be provided three (3) uniforms per year by November first. Each employee is responsible for laundering his/her uniform.
- C. Mechanics and maintenance employees shall be provided with uniforms and one (1) set of coveralls, cost to be paid by the Employer.

- D. Each bus driver and bus monitor shall be provided with a suitable jacket and with a suitable winter coat. Coats will be replaced on odd-numbered years and jackets on even-numbered years. The coats and jackets will remain the property of the School District.
- E. Each maintenance, grounds, mechanic food van and Central Stores driver and parking lot guard employee will be provided with a suitable winter coat for cold weather use. The coats shall be replaced every other year. Coats remain the property of the School District. The District will select and provide raingear for mechanics and maintenance employees.
- F. Employees furnished uniforms and protective clothing by the Employer shall wear said uniforms and protective clothing while working as an employee. An administrative memorandum from the Executive Director-Auxiliary Services shall be distributed and shall define any allowable deviation from this Agreement.

Section 7. Seasonal Employment: Any ten (10) month employee desiring to be considered for summer employment will submit his/her name to the Executive Director-Auxiliary Services between May fifteenth and June first of each year. The Executive Director-Auxiliary Services will then make this list available to all supervisors of the various departments. If any employee is declined, the reasons will be provided in writing upon request.

Section 8. Ten (10) Month Employees' General Provisions:

- A. A heated and air-conditioned lounge shall be made available for the bus drivers to be used for a waiting room before bus runs. This room is to be available one-half ($\frac{1}{2}$) hour before the start of the first bus run and continue to be available until after the last run in the afternoon. The room will have electricity, hot water and toilet facilities. It will provide refrigerator and stove for cooking. This room is to be supplied outside the Transportation building and may be shared by other School employees.
- B. Whenever possible, provisions shall be made for drivers on extra trips in order that they will not have to sit on the bus during layover.
- C. All school bus drivers will be required to complete the Michigan School Bus Driver Safety Education Course and meet the requirements of Section 305A of the Michigan Vehicle Code. Drivers will be paid regular wages plus expenses for attending bus driver classes and basic training periods. All wages and expenses will be paid as soon as the class time is completed.

- D. A mechanic shall be on duty fifteen (15) minutes in the morning before drivers leave on their run (to assist in starting, minor repairs, etc.)

A mechanic shall be retained on duty until all buses have returned to the yard at the completion of the regular Troy in-District school day, which shall include Special Education.

- E. Only authorized personnel shall be permitted on school vehicles.

Section 9. Union Meetings: The Employer gives the right to hold Union meetings in school buildings by requesting time and place in writing from the building principal on forms supplied by the school district.

Section 10. Legal Counsel: Upon request of an employee who is assaulted as a result of his/her school-connected duties, the Employer will provide preliminary legal counsel, but not representation.

Section 11. In-service: Employees who participate in Employer-approved in-service training shall receive additional monthly compensation as follows:

Custodial-Maintenance	-	\$5.00 Monthly/each 100 hours up to a maximum of 400 hours
Food Service (full-time)	-	\$5.00 Monthly/each 100 hours up to a maximum of 150 hours
Food Service (15-20 hours weekly)	-	\$2.50 Monthly/each 100 hours up to a maximum of 150 hours

ARTICLE 21. Safety

The Employer shall maintain reasonable safety precautions at all times.

An Employee shall not be assigned to work in a hazardous area nor operate any vehicle or equipment that is in violation of any applicable statute or governmental regulation relating to the safety of persons or equipment.

Employees shall immediately, or at the end of their shift, report any operating defects related to the safe operation of their vehicle or equipment. Such reports shall be made in writing on a suitable form furnished by the Employer, a duplicate copy to be retained by the Employee.

ARTICLE 22. Termination, Renewal and Modification

Section 1. This contract shall take effect as of July 1, 1992, and shall remain in force and effect through June 30, 1995. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification of a new contract.

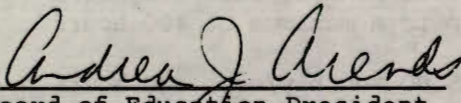
Section 2. Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. Notice must be by registered mail with return receipt requested.

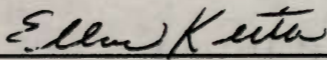
IN WITNESS WHEREOF the parties have hereto set their hands and seals this day and year:

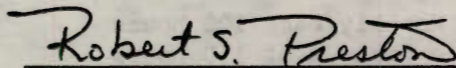
Executed at Troy, County of Oakland, State of Michigan. Date of December 17, 1991.

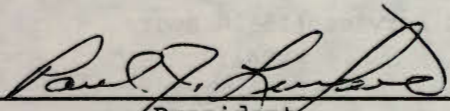
TROY SCHOOL DISTRICT

AMERICAN FEDERATION OF STATE COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO
LOCAL 2277, MICHIGAN COUNCIL 25


Board of Education President


Field Representative


Board of Education Secretary


President

**TROY SCHOOL DISTRICT
PAY RATES FOR AFSCME
EFFECTIVE JULY 1, 1992**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	LONGEVITY 1	LONGEVITY 2	LONGEVITY 3		
CUSTODIAL	Head Custodian, Middle School Asst.Head Custodian, High School	13.66	14.08	14.39	14.83	15.20	15.40	15.59	15.79	
	Head Custodian, Elementary Asst.Head Custodian, Middle School Administrative Center Custodian	13.12	13.65	13.95	14.38	14.78	14.99	15.20	15.41	
	Custodian I & II Warehouse Worker	12.54	12.93	13.33	13.73	14.12	14.32	14.52	14.72	
	Head Pool Operator	13.63	14.07	14.35	14.78	15.17	15.37	15.56	15.76	
	Pool Operator	13.49	13.94	14.25	14.69	15.02	15.21	15.40	15.59	
	Central Stores and Food Van Driver	13.20	13.65	13.95	14.38	14.78	14.98	15.18	15.38	
	MAINT.	Foreman	17.72	18.15	18.60	18.93	19.38	19.59	19.80	20.01
		Engineer	16.72	17.12	17.48	17.94	18.35	18.56	18.76	18.97
		Skilled Maintenance 1,2	16.44	16.82	17.25	17.65	18.05	18.25	18.45	18.65
		Semiskilled Maint. 3	13.89	14.31	14.71	15.12	15.52	15.73	15.93	16.14
Head Groundsman		14.64	15.07	15.38	15.84	16.18	16.38	16.57	16.77	
CAFETERIA	Cooking Manager 4	9.77	10.12	10.46	10.87	11.24	11.43	11.61	11.80	
	Cook-Baker 4	8.78	9.06	9.40	9.66	9.91	10.05	10.19	10.33	
	Helper 4, 5	8.32	8.68	8.98	9.21	9.53	9.68	9.83	9.98	
	Cooking Manager 4, 6	7.87	8.20	8.52	8.90	9.25	9.43	9.60	9.78	
	Cook-Baker 4, 6	6.93	7.20	7.52	7.76	8.00	8.14	8.27	8.41	
	Helper 4, 5, 6	6.50	6.84	7.12	7.34	7.64	7.79	7.93	8.08	
TRANS	Bus Driver	12.38	12.77	13.20	13.65	13.75	13.92	14.09	14.26	
	Bus Monitor	8.30	8.43	8.54	8.67	8.80	8.88	9.24	9.04	
TA	Teacher Assistant	8.80	9.34	9.95	10.46	10.59	10.82	11.04	11.27	
CA	Campus Aide	8.30	8.43	8.54	8.67	8.80	8.88	9.24	9.04	

All steps are Six (6) Month Steps

1. Same duties as Semiskilled but with Journeyman's Rating or equivalent.
2. Individual designated as Head Mechanic shall receive \$.30 per hour over rate.
3. Electrical, carpentry, plumbing, heating, painting, and mechanical helpers, grounds-general, and roofer-glazer.
4. Persons working in central kitchens with satellite service receive \$.10 per hour over rate.
5. Individual designated as elementary school kitchen leader shall receive \$.05 per hour over rate.
6. For individuals hired on or after July 1, 1992.

**TROY SCHOOL DISTRICT
PAY RATES FOR AFSCME
EFFECTIVE JULY 1, 1993**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	LONGEVITY 1	LONGEVITY 2	LONGEVITY 3	
CUSTODIAL	Head Custodian, Middle School								
	Asst.Head Custodian, High School	14.48	14.92	15.25	15.72	16.11	16.32	16.52	16.73
	Head Custodian, Elementary								
	Asst.Head Custodian, Middle School								
	Administrative Center Custodian	13.91	14.47	14.79	15.24	15.67	15.89	16.11	16.33
	Custodian I & II								
	Warehouse Worker	13.29	13.71	14.13	14.55	14.97	15.18	15.39	15.60
	Head Pool Operator	14.45	14.91	15.21	15.67	16.08	16.29	16.49	16.70
	Pool Operator	14.30	14.78	15.11	15.57	15.92	16.13	16.33	16.54
	Central Stores and Food Van Driver	13.99	14.47	14.79	15.24	15.67	15.88	16.09	16.30
MAINT.	Foreman	18.78	19.24	19.72	20.07	20.54	20.76	20.98	21.20
	Engineer	17.72	18.15	18.53	19.02	19.45	19.67	19.88	20.10
	Skilled Maintenance 1,2	17.43	17.83	18.29	18.71	19.13	19.35	19.56	19.78
	Semiskilled Maint. 3	14.72	15.17	15.59	16.03	16.45	16.67	16.88	17.10
	Head Groundsman	15.52	15.97	16.30	16.79	17.15	17.36	17.56	17.77
CAFETERIA	Cooking Manager 4	10.36	10.73	11.09	11.52	11.91	12.11	12.30	12.50
	Cook-Baker 4	9.31	9.60	9.96	10.24	10.50	10.65	10.80	10.95
	Helper 4, 5	8.82	9.20	9.52	9.76	10.10	10.26	10.42	10.58
	Cooking Manager 4, 6	8.34	8.69	9.03	9.43	9.81	10.00	10.18	10.37
	Cook-Baker 4, 6	7.35	7.63	7.97	8.23	8.48	8.62	8.76	8.90
	Helper 4, 5, 6	6.89	7.25	7.55	7.78	8.10	8.25	8.40	8.55
TRANS	Bus Driver	13.12	13.54	13.99	14.47	14.58	14.77	14.95	15.14
	Bus Monitor	8.80	8.94	9.05	9.19	9.33	9.41	9.49	9.57
TA	Teacher Assistant	9.33	9.90	10.55	11.09	11.23	11.47	11.71	11.95
CA	Campus Aide	8.80	8.94	9.05	9.19	9.33	9.41	9.49	9.57

All steps are Six (6) Month Steps

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6. For individuals hired on or after July 1, 1992.

**TROY SCHOOL DISTRICT
PAY RATES FOR AFSCME
EFFECTIVE JULY 1, 1994**

CLASSIFICATION	STEP	STEP	STEP	STEP	STEP	LONGEVITY	LONGEVITY	LONGEVITY	
	1	2	3	4	5	1	2	3	
CUSTODIAL	Head Custodian, Middle School								
	Asst. Head Custodian, High School	15.31	15.78	16.13	16.62	17.04	17.26	17.47	17.69
	Head Custodian, Elementary								
	Asst. Head Custodian, Middle School								
	Administrative Center Custodian	14.71	15.30	15.64	16.12	16.57	16.80	17.03	17.28
	Custodian I & II								
	Warehouse Worker	14.05	14.50	14.94	15.39	15.83	16.06	16.28	16.51
	Head Pool Operator	15.28	15.77	16.08	16.57	17.00	17.22	17.43	17.65
	Pool Operator	15.12	15.63	15.98	16.47	16.84	17.06	17.27	17.49
	Central Stores and Food Van Driver	14.79	15.30	15.64	16.12	16.57	16.80	17.02	17.25
MAINT.	Foreman	19.86	20.35	20.85	21.22	21.72	21.96	22.19	22.43
	Engineer	18.74	19.19	19.60	20.11	20.57	20.80	21.03	21.26
	Skilled Maintenance 1,2	18.43	18.86	19.34	19.79	20.23	20.46	20.68	20.89
	Semiskilled Maint. 3	15.57	16.04	16.49	16.95	17.40	17.63	17.86	18.09
	Head Groundsman	16.41	16.89	17.24	17.76	18.14	18.36	18.57	18.79
CAFETERIA	Cooking Manager 4	10.96	11.35	11.73	12.18	12.59	12.81	13.00	13.22
	Cook-Baker 4	9.85	10.15	10.53	10.83	11.10	11.26	11.41	11.57
	Helper 4, 5	9.33	9.73	10.07	10.32	10.68	10.85	11.02	11.19
TRANS	Cooking Manager 4, 6	8.82	9.19	9.55	9.97	10.37	10.57	10.76	10.96
	Cook-Baker 4, 6	7.77	8.07	8.43	8.70	8.97	9.12	9.27	9.42
	Helper 4, 5, 6	7.29	7.67	7.98	8.23	8.57	8.73	8.89	9.05
CA TA	Bus Driver	13.87	14.32	14.79	15.30	15.42	15.62	15.81	16.01
	Bus Monitor	9.31	9.45	9.57	9.72	9.87	9.95	10.03	10.11
CA TA	Teacher Assistant	9.87	10.47	11.16	11.73	11.88	12.13	12.38	12.63
	Campus Aide	9.31	9.45	9.57	9.72	9.87	10.07	10.17	10.34

All steps are Six (6) Month Steps

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CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100		

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